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

February 3, 2026 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

  Invocation

  Pledge of Allegiance

  Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

  Black History Month Proclamation 2026

- **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 January 6, 2026. **(Acting City Clerk Parks)**
  2. Approval of Ocoee Village Center — New Grocery Store & Fuel Station (Walmart Neighborhood Market) Large Scale Final Site Plan: Project No. LS-2025-007. **(Assistant City Manager Rumer)**
  3. Approval of the Rocket Chimp Office Utility Easement. **(Development Engineer Keaton)**
  4. Approval of a 60-day Extension to the Temporary Operator Agreement with SSS Down To Earth OPCO LLC, Extending the Term from March 1, 2026, to May 1, 2026, for Interim Operation of the Forest Lake Golf Course. **(Parks and Leisure Director Johnson)**
  5. Approval of a Memorandum of Agreement between the Florida Department of Corrections and Ocoee Police Department. **(Police Chief Ogburn)**
  6. Approval of Project Awarded Funding under the Hazard Mitigation Grant Program (HMGP). **(Public Works Director Krüg)**
  7. Approval to Purchase Emergency Generator for the Ocoee Regional Law Enforcement Training Facility. **(Public Works Director Krüg)**
  8. Approval of Easement with Duke Energy Florida, LLC, for the Ocoee Regional Law Enforcement Training Facility. **(Public Works Director Krüg)**

9. Approval of Preconstruction Services RFQ #25-009 Construction Manager at Risk with HJ High for the new Ocoee Fire Station #38 Facility. **(Public Works Director Krüg)**
10. Approval of Name Change and Assignment to Eurofins Drinking Water and Wastewater Southeast LLC from Eurofins Environment Testing Southeast LLC for Laboratory Services. **(Utilities Director Bolling)**

- **FIRST READING OF ORDINANCE**

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

11. Second Reading of Annexation Ordinance 2277 Fullers Cross Rd - Barragan Property; Project No. AX-07-25-07. **(Planner I Belizaire)**

- **PUBLIC HEARING**

- **REGULAR AGENDA**

12. Code Enforcement Foreclosure and Policy Recommendations. **(Police Chief Ogburn)**

- **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.

Proclamation

WHEREAS, *This February, across the United States and the State of Florida, Americans will join together to celebrate and recognize the accomplishments and lasting impact of the great African American leaders of our country's past and present. During this month, we applaud the transformational contributions of the African American community, which has overcome tremendous adversity to build lasting change for generations to come.*

WHEREAS, *2026 marks 100 years of national Black history commemorations, honoring the vision of Dr. Carter G. Woodson. In 1926, Dr. Carter G. Woodson launched Negro History Week, creating a movement that transformed how America and the world recognize the contributions of people of African descent. What began as a week-long observance has grown into Black History Month, a cornerstone of American and global culture.*

WHEREAS, *the City of Ocoee acknowledges the importance of understanding and recognizing its past, including the lessons and stories that have shaped our community, and remains committed to fostering healing, unity, and continued progress; and*

WHEREAS, *the City of Ocoee established the Human Relations Diversity Board comprised of residents who volunteer to bring cultural awareness throughout our community. Since its inception 21 years ago, the HRDB has worked to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee.*

WHEREAS, *the City of Ocoee is proud to host its 21st Annual Black History Month Essay Contest. The essay contest is open to 5th grade students attending Ocoee schools. The winners will receive prizes and be recognized at an Ocoee City Commission Meeting.*

WHEREAS, *residents can tune in to Ocoee TV Spectrum Channel 493 during the month of February to watch programs that highlight significant people and events from African American history. Citizens may also visit City Hall to see a Black History Month display with biographical portraits of notable African Americans.*

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, *does hereby declare the month of February 2026 as*

Black History Month

The city shall celebrate the vibrant culture and achievements African Americans have contributed to our country; this month, and throughout the year, we urge our residents to celebrate that heritage and continue to fight for equality and opportunity for all.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 3rd day of February 2026.*

Rusty Johnson, Mayor

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

January 6, 2026 **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 Commission Wilsen. **Acting City Clerk Parks** called the roll and declared a quorum present.

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

Absent: None

Also Present: City Manager Shadrix, City Attorney Geller, and Acting City Clerk Parks

- **PRESENTATIONS AND PROCLAMATIONS** 6:17 PM

2026 CRNA Week Proclamation – proclaimed by **Commissioner Wilsen** and accepted by SRNA Marley Cain from AdventHealth's University Nurse Anesthesia Program.

- **STAFF REPORTS AND AGENDA REVIEW** 6:23 PM

City Manager Shadrix provided a brief update on drainage and repair efforts at Fullers Cross Road. He also announced the Notice of Kickoff Meeting, which is a virtual meeting hosted by Orange County Public Schools (OCPS) regarding planned improvements to Ocoee Middle School, noting that additional information will be posted on the City's website. **City Manager Shadrix** further advised that updates are forthcoming on a Forest Lake Golf Club workshop, water billing statistics, and other related matters. He then requested that Public Works Director Krug provide an update on sidewalk repairs. **Public Works Director Krug** presented a Public Works update, highlighting progress on sidewalks, speed tables, the Hackney Prairie Road Diet, and citywide resurfacing efforts. He also announced that Starke Lake water quality treatment is scheduled to begin this week. **Mayor Johnson** and **Commissioners Oliver and Wilsen** raised requests concerning sidewalks and speed tables in specific areas of the City, and **Public Works Director Krug** addressed their concerns.

- **PUBLIC COMMENTS** 6:36 PM

The following persons addressed the City Commission:

- **Steve Rance**, *Ocoee Resident*, stated his concerns regarding speeding issues within the City and announced that he is running for Congress in the Ninth District.

- **CONSENT AGENDA** 6:40 PM

Consent Agenda Motion
Motion: Move to adopt Consent Agenda Items #1-9; Moved by Commissioner Wilsen , seconded by Commissioner Kennedy; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held December 16,

2025. **(Acting City Clerk Parks)**

2. Approval of Reappointments to the Citizen Advisory Council for Ocoee Police Department (CACOPD). **(Acting City Clerk Parks)**
3. Approval of the Elan Ocoee Crown Point Mixed Use Utility Easement. **(Development Engineer Keaton)**
4. Approval to Piggyback the Sourcewell Contract RFP #011124 with Galls, LLC for the Purchase of Police Uniforms and Related Equipment. **(Police Chief Ogburn)**
5. Approval of a Voluntary Cooperation Mutual Aid Agreement between the City of Ocoee, Florida Department of Law Enforcement (FDLE), and other Participating Regional Agencies, to form an Orlando Regional Operations Center Child Abduction Team. **(Police Chief Ogburn)**
6. Approval of Award for RFP 26-002 Special Magistrate Services. (**Procurement Manager Tolbert**)
7. Approval to Replace the Base Station for the Sensus FlexNet Metering System. **(Utilities Director Bolling)**
8. Approval of License Agreement Between Florida Central Railroad Company, LLC (FCEN) for the Clarke Road Force Main Relocation Project. **(Utilities Director Bolling)**
9. Approval of Projects that were Awarded Funding under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program. **(Public Works Director Krüg)**

- **FIRST READING OF ORDINANCE** 6:40 PM

10. First Reading of Ordinance 2277 Fullers Cross Rd - Barragan Property; Project No. AX-07-25-07. **(Deputy Development Services Director Whitfield)**

City Attorney Geller read the title of the ordinance, and it was announced that this will be presented as a second reading and public hearing at the City Commission meeting scheduled for February 3, 2026, at 6:15 PM or soon thereafter.

City Manager Shadrix recognized Deputy Director Whitfield and announced that this is her last meeting with the City of Ocoee and gave her an opportunity to speak. **Deputy Director Whitfield** addressed the Commission and the audience, expressing her appreciation for the opportunity to serve and work with the City of Ocoee.

- **COMMENTS FROM COMMISSIONERS** 6:44 PM

Commissioner Kennedy – No further comment.

Commissioner Wilsen – No further comment.

Commissioner Firstner – No further comment.

Commissioner Oliver – Commented on the following: 6:44 PM – 6:45 PM

1) Wished everyone a Happy New Year

2) Announced that today is Three Kings Day and gave a brief explanation of the day.

3) Read an inspiration quote.

Mayor Johnson announced the upcoming City events of the month of January.

Mayor Johnson – Commented on the following: 6:46 PM – 6:50 PM

1) Commented on the lights and City Hall décor during the holiday season and thanked staff. *(the clock was stopped at 6:47 PM for 50 seconds)*

2) Requested 'No Parking on Right of Way' signs to be placed within the industrial park.

3) Announced that he would still like to speak to the Principal of Ocoee Middle School and also addressed the OCPS meeting being held on January 14th.

- **ADJOURNMENT** 6:50 PM

APPROVED:

Attest:	**City of Ocoee**
_____	_____
Victoria Parks, Acting City Clerk	**Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: February 3, 2026
Item #: 2

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Approval of Ocoee Village Center — New Grocery Store & Fuel Station (Walmart Neighborhood Market) Large Scale Final Site Plan: Project No. LS-2025-007. (Assistant City Manager Rumer)

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 Commission approve a Large-Scale Final Site Plan for the Ocoee Village Center - New Grocery and Fuel Station (Walmart Neighborhood Market) 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:

Staff recommends that the Honorable Mayor and City Commission approve with conditions, the Large-Scale Final Site Plan for the Ocoee Village Center - New Grocery and Fuel Station (Walmart Neighborhood Market) 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. The one (1) condition to the approval is that all final staff comments must be satisfied.

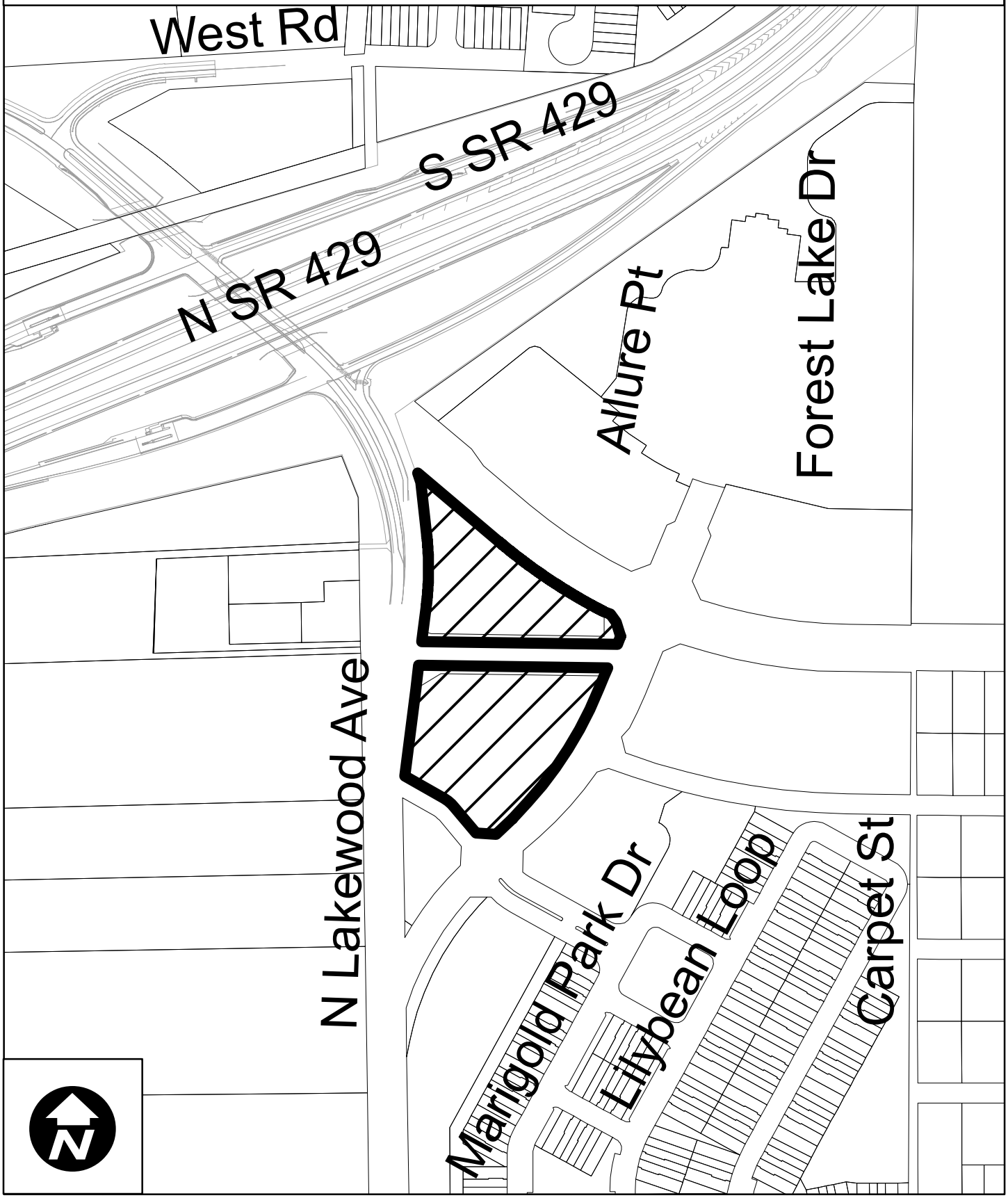
Attachments:

1. Location Map
2. Aerial Map
3. Civil Plan Set
4. Landscape & Irrigation Plan Set
5. Elevations & Renderings

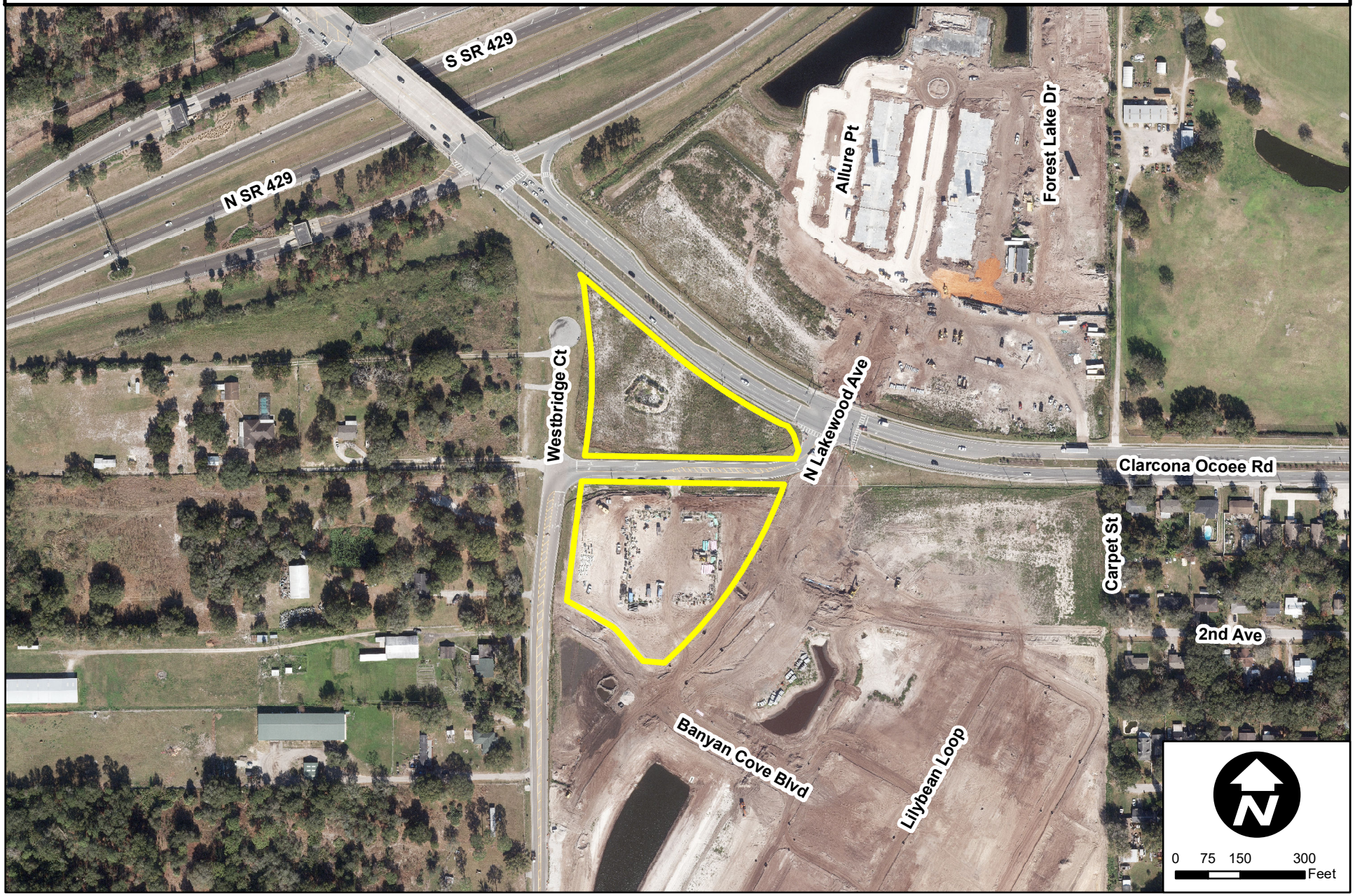
Financial Impacts:
No financial impact.

Type of Item: Consent

Ocoee Village Center New Grocery and Fuel Station
Location Map



Ocoee Village Center New Grocery and Fuel Station
Aerial Photography



LARGE SCALE FINAL SITE PLAN FOR
OCOEE VILLAGE CENTER
NEW GROCERY AND
FUEL STATION

CITY OF OCOEE, FLORIDA

SECTION 05 - TOWNSHIP 22 SOUTH - RANGE 28 EAST

PARCEL ID(S): 05-22-28-6160-10-008, 05-22-28-6160-10-009
05-22-28-0000-00-050, 05-22-28-0000-00-051

2

OWNER
DKC OCOEE VILLAGE CENTER SW, LLC
431 FARIWAY DR STE 201
DEERFIELD BEACH, FL 33441
(954) 354-8289
ATTN: PATRICK L. CHRISTIE P.E.
PCHRISTIE@KONOVERSOUTH.COM

DEVELOPER
KONOVER SOUTH, LLC
431 FAIRWAY DR #201
DEERFIELD BEACH, FL 33441
(954) 354-8289
ATTN: PATRICK L. CHRISTIE P.E.
PCHRISTIE@KONOVERSOUTH.COM

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LAKELAND, FLORIDA 33801
PHONE: (863) 252-2761
ATTN.: JOSHUA D. LOCKHART, P.E.
JLOCKHART@CPHCORP.COM

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3532 MAGGIE BOULEVARD
ORLANDO, FLORIDA 32811
PHONE: (321) 353-7305
ATTN.: ALEC SARCEVIC, PE
ASARCEVIC@TEAMUES.COM

SURVEYOR
CPH, LLC
500 W. FULTON STREET
SANFORD, FLORIDA 32771
PHONE: (407) 322-6841
ATTN.: PAUL J. KATREK, PSM
PKATREK@CPHCORP.COM

SOIL CONSULTANT
UNIVERSAL ENGINEERING SCIENCES
3532 MAGGIE BOULEVARD
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PHONE: (407) 423-0504
ATTN.: ZACHARY W. ADAMS, P.E.
ZADAMS@TEAMUES.COM

TRAFFIC CONSULTANT
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ATTN.: KENNETH SPITZ, AICP
KSPITZ@CPHCORP.COM

LANDSCAPE ARCHITECT
CPH, LLC
1117 E. ROBINSON STREET
ORLANDO, FLORIDA 32801
PHONE: (407) 425-0452
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GPUGH@CPHCORP.COM

BUILDING ARCHITECT
HFA-AE, LTD
1705 S. WALTON BOULEVARD, STE 3
BENTONVILLE, AR 72712
PHONE: (479) 273-7780 EXT 216
ATTN.: MATTHEW TURNER, AIA
MATTHEW.TURNER@HFA-AE.COM

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THE SIZE OF THESE PLANS MAY HAVE BEEN SLIGHTLY ALTERED BY REPRODUCTION PROCESSES. THIS MUST BE CONSIDERED WHEN SCALING ANY REPRODUCED PLANS FOR THE PURPOSE OF COLLECTING DATA.

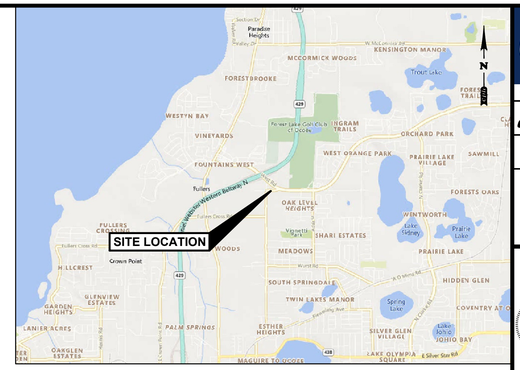
UTILITY RESPONSIBILITY MATRIX FOR THIS PROJECT

	UTILITY/ GOVERNING AGENCIES CONTACTS	* CONTRACTOR RESPONSIBILITY–	* OTHERS RESPONSIBILITY–
CABLE	SPECTRUM 9577 W COLONIAL DR OCOEE, FL 34761 (888) 406–7063	–TO BE DETERMINED	–TO BE DETERMINED
TELEPHONE	SPECTRUM 9577 W COLONIAL DR OCOEE, FL 34761 (888) 406–7063	–TO BE DETERMINED	–TO BE DETERMINED
ELECTRIC	DUKE 402 E CROWN POINT RD WINTER GARDEN, FL 34787 EDDIE KRAUSE (321–320–5907)	–CONTRACTOR TO CONNECT TO TWO (2) ELECTRIC STUBOUTS OFF OF WESTBRIDGE CT. AND SERVICE TWO (2) TRANSFORMERS ON SITE. –CONTRACTOR TO FOLLOW WHICHEVER IS MORE STRINGENT BETWEEN STATE AND LOCAL REQUIREMENTS.	–DUKE ENERGY TO PROVIDE CONNECTION TO TWO (2) ELECTRIC POLES WEST OF WESTBRIDGE COURT. –DUKE ENERGY PROVIDE TWO (2) TRANSFORMERS ON SITE TO SERVICE TWO (2) BUILDINGS ON SITE.
SANITARY SEWER	CITY OF OCOEE 1 N. BLUNFORD AVE OCOEE, FL 34761 (407) 905–3191	–CONTRACTOR TO CONNECT TO EXISTING MANHOLE. – CONTRACTOR TO FOLLOW WHICHEVER IS MORE STRINGENT BETWEEN STATE AND LOCAL REQUIREMENTS.	–ONLY CITY STAFF/OPERATORS ARE AUTHORIZED TO OPERATE (OPEN AND CLOSE VALVES ON CITY FACILITIES) –CITY STAFF SHALL CCTV THE INSTALLED SANITARY SEWER CONNECTION FOR DEFECTS. ANY IDENTIFIED DEFECTS SHALL BE RESOLVED PRIOR TO ACCEPTANCE.
WATER	CITY OF OCOEE 1 N. BLUNFORD AVE OCOEE, FL 34761 (407) 905–3191	–CONTRACTOR TO CONNECT TO TWO (2) 8" WATER STUBOUTS IN THE EAST PROPERTY BOUNDARY. –CONTRACTOR TO FOLLOW WHICHEVER IS MORE STRINGENT BETWEEN STATE AND LOCAL REQUIREMENTS.	–ONLY DISTRICT STAFF/OPERATORS ARE AUTHORIZED TO OPERATE (OPEN AND CLOSE VALVES ON DISTRICT FACILITIES)
NON–POTABLE WATER	CITY OF OCOEE 1 N. BLUNFORD AVE OCOEE, FL 34761 (407) 905–3191	– CONTRACTOR TO CONNECT TO ONE (1) 2" RECLAIM WATER STUBOUT IN THE EAST PROPERTY BOUNDARY. – CONTRACTOR TO FOLLOW WHICHEVER IS MORE STRINGENT BETWEEN STATE AND LOCAL REQUIREMENTS.	–ONLY DISTRICT STAFF/OPERATORS ARE AUTHORIZED TO OPERATE (OPEN AND CLOSE VALVES ON DISTRICT FACILITIES)

THIS MATRIX HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES. THE CONTRACTOR SHALL PROVIDE ANY AND ALL APPURTENANCES, TRENCHING AND BACKFILL, AND OTHER INCIDENTALS TO MEET OR EXCEED THE SPECIFICATIONS OF THE ITEMS LISTED.

NOTES:

1. THE SITEWORK FOR THIS PROJECT SHALL MEET OR EXCEED THE "BIG BOX STANDARD SITEWORK SPECIFICATIONS."
2. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.



VICINITY MAP
SCALE: 1" = 4,000'

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APPROVAL AGENCIES

CITY OF OCOEE
PLANNING AND ZONING DIVISION
1 N. BLUFORD AVE.
OCOEE, FL 34761
(407) 905-3157
(407)905-3100 EXT 1018

STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CENTRAL DISTRICT
3319 MAGUIRE BOULEVARD
ORLANDO, FL 32803
AARON WATKINS
(407) 897-2963

WATER MANAGEMENT DISTRICT
SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT
4049 REID ST.
PALATKA, FL 32177
ERICH MARZOLF
(386) 329-4500

WATER / SEWER/ RECLAIMED
CITY OF OCOEE UTILITY DEPARTMENT
1800 A.D. MIMS ROAD
OCOEE, FL 34761
JENNIFER BOLLING, P.E.
(407) 905-3159

FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE
ORANGE COUNTY PUBLIC WORKS DEPARTMENT
ROAD AND DRAINAGE DIVISION
4200 S. JOHNS YOUNG PKWY, 3RD FLOOR
ORLANDO, FL 32839
(407) 836-7958

VERTICAL DATUM: NAVD '88

cph
www.cphcorp.com
Building Better Communities Together
1125 BARTOW RD
LAKELAND, FL 33801
Ph: 863-252-2761

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

JOSHUA D. LOCKHART
NO. 74911
STATE OF FLORIDA
Digitally signed by Joshua D Lockhart
Date: 2025.12.30 17:45:39-05'00'
JOSHUA D. LOCKHART
FL / REG. NO. 74911

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
3	12/30/25	PER CITY OF OCOEE COMMENTS
2	07/29/25	PER CITY OF OCOEE COMMENTS
1	04/03/2024	PER CITY OF OCOEE COMMENTS

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

COVER SHEET

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C0.1

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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) GENERAL 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 CODES 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 IN WRITING, 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 MAINTAINED ONSITE WITH THE CONSTRUCTION RECORDS.

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 PLAIN 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 UTILITY CONFLICTS. IN THE EVENT SIDEWALK OR PAVEMENT IS IMPACTED IN ORDER TO CONDUCT THESE INVESTIGATIONS, 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) AND NO MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THIS PROGRAM. 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 RELOCATIONS 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 UNDUE 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 FDEP 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 FOR 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 ACAD FORMAT USING CONSTRUCTION PLAN SHEETS PROVIDED BY THE ENGINEER. AS-BUILT INFORMATION SHALL BE FIELD VERIFIED, MEASURED, ADDED TO THE ACAD 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 VERTICAL DATUM OF 1988 (NAVD 88) AND THE COORDINATE SYSTEM SHALL BE BASED HORIZONTALLY ON THE NORTH AMERICAN DATUM 83 (NAD83) (1990 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 NUT), UTILITY PRESSURE MAINS (TOP OF CENTER OF PIPE), HYDRANTS (OPERATING NUT OF HYDRANT AND GRADE AT THE BASE OF THE HYDRANT), MANHOLES (RIM, INVERTS / FLOW LINES, CONNECTING PIPE DIAMETERS), GRATE INLETS (TOP OF GRATE, FLOW LINES, CONNECTING PIPE DIAMETERS), CURB INLETS (EDGE OF PAVEMENT, TOP OF STRUCTURE, CONNECTING PIPE DIAMETERS, FLOW LINES), STORM SEWER (FLOW LINE AND DIAMETER), SANITARY SEWER (INVERT AND DIAMETER), FITTINGS (TYPE, DIAMETER, AND TOP ELEVATION), 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 WET WELLS (TOP OF WET WELL, GRAVITY SEWER INVERTS AND DIAMETERS, FORCE MAIN TOP OF PIPE AND DIAMETERS, STRUCTURE INVERT), PUMP STATION VALVE VAULTS (TOP OF VAULT, TOP OF PIPELINES AND DIAMETERS, VAULT INVERT), 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 TO 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 BORING LOGS. PROVIDE STATE 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 SLOPE, 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 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)

8. IN CASES WHERE THE OWNER DETERMINES PARTIAL CLEARANCES FROM PERMITTING AGENCIES ARE BENEFICIAL TO THE OWNER FOR COMPLETED PORTIONS OF THE PROJECT, PROVIDE PRELIMINARY RECORD DRAWINGS (ACAD FORMAT) TO THE ENGINEER FOR ITS USE IN PREPARING THE PARTIAL CLEARANCE APPLICATIONS FOR 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, SODDING, WETTING SURFACES, PLACEMENT OF COARSE AGGREGATE, TEMPORARY PAVING.

2. MAINTAIN TEMPORARY EROSION CONTROL SYSTEMS AS DIRECTED BY OWNER OR GOVERNING AUTHORITIES TO CONTROL EROSION AND SILTATION DURING LIFE OF CONTRACT. 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.

3. 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.

4. CONTRACTOR WILL BE REQUIRED TO INCORPORATE PERMANENT EROSION CONTROL FEATURES INTO PROJECT AT EARLIEST PRACTICAL TIME TO MINIMIZE NEED FOR TEMPORARY CONTROLS.

5. 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.

6. GRASS ALL DISTURBED AREAS WITHIN 7 DAYS OF INITIAL DISTURBANCE. TYPE OF GRASSING SHALL BE AS FOLLOWS: TEMPORARY GRASSING TO BE SODDING AT ALL DRAINAGE STRUCTURES, RETENTION AREAS, SWALES AND DITCHES, AND WHERE SLOPES ARE STEEPER THAN 5:1. TEMPORARY GRASSING CAN BE HYDROSEEDING OR SEED AND MULCH AT ALL OTHER LOCATIONS UNLESS OTHERWISE INDICATED IN THE DRAWINGS OR SPECIFICATIONS.

7. 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 NEEDS.

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 OR 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) FDEP 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 PERMIT APPLICATION FEE INFORMATION ARE 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 CERTIFICATION MUST HAVE THE NAME AND TITLE OF THE PERSON SIGNING 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 ALL 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 MS4 OPERATOR FOR ALL PROJECTS THAT DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY TO A MUNICIPAL SEPARATE STORMWATER SYSTEM (MS4). 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 NOT.

8. FINAL STABILIZATION MEANS THAT ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED, AND THAT A UNIFORM PERENNIAL VEGETATIVE

EXCAVATION, TRENCHING, AND FILL

1. 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.

2. ROUGH EXCAVATE AND GRADE ANY PROPOSED STORMWATER PONDS AT THE START OF SITE GRADING ACTIVITIES. DIRECT SITE RUNOFF TO THE PONDS TO MINIMIZE RUNOFF TO OFFSITE AREAS.

3. POND CONSTRUCTION SHALL RESULT IN THE FINISHED POND HAVING SIDE SLOPES AND DIMENSIONS THAT ARE IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THESE REQUIREMENTS HAVE BEEN MET. IF THE CONSTRUCTED SIDE SLOPES ARE STEEPER THAN THE REQUIRED SIDE SLOPES, OR THE POND VOLUME IS NOT WITHIN THREE (3) PERCENT OF THE DESIGN VOLUME, THE CONTRACTOR MAY BE REQUIRED TO MAKE CORRECTIONS TO THE POND AT NO ADDITIONAL COST TO THE OWNER.

4. FIELD DENSITY TESTING FREQUENCIES: A) ONE TEST FOR EACH 10,000 SQUARE FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKFILLING, MINIMUM 2 TESTS EACH LAYER; B) ONE TEST FOR EACH 100 SQUARE FEET OR FRACTION THEREOF OF BACKFILL AROUND AND UNDER STRUCTURES; C) ONE TEST FOR EACH 300 LINEAL FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKFILLING IN THE PIPELINE TRENCH; D) ONE TEST PER LIFT PER EACH CHANGE IN TYPE OF FILL; E) ONE TEST PER 1000 SQUARE FEET OF PAVEMENT SUBGRADE, MINIMUM OF 2 TESTS.

5. IT IS INTENDED THAT PREVIOUSLY EXCAVATED MATERIALS CONFORMING TO THE FOLLOWING REQUIREMENTS BE UTILIZED WHEREVER PRACTICABLE.

A. ACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-1, A-3, A-2-4, A-2-6; ASTM D2487 CLASSIFICATION GW, GP, GM, SM, SW, SP; UNLESS OTHERWISE DISAPPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS. NO MORE THAN 12% OF ACCEPTABLE MATERIALS SHALL PASS THE NUMBER 200 SIEVE.

B. UNACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-2-5, A-2-7, A-4, A-5, A-6, A-7; A-8; ASTM D2487 CLASSIFICATION GC, SC, ML, MH, CL, CH, OL, OH, PT; UNLESS OTHERWISE APPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS.

6. PROVIDE BARRIERS, WARNING LIGHTS AND OTHER PROTECTIVE DEVICES AT ALL EXCAVATIONS.

7. SIDEWALKS, ROADS, STREETS, AND PAVEMENTS SHALL NOT BE BLOCKED OR OBSTRUCTED BY EXCAVATED MATERIALS, EXCEPT AS AUTHORIZED BY THE ENGINEER. IN WHICH CASE ADEQUATE TEMPORARY PROVISIONS MUST BE MADE FOR SATISFACTORY TEMPORARY PASSAGE OF PEDESTRIANS, AND VEHICLES. MINIMIZE INCONVENIENCE TO PUBLIC TRAVEL OR TO TENANTS OCCUPYING ADJOINING PROPERTY.

8. FURNISH, INSTALL, AND MAINTAIN, WITHOUT ADDITIONAL COMPENSATION, SHEETING, BRACING, AND SHORING SUPPORT REQUIRED TO KEEP EXCAVATIONS WITHIN THE PROPERTY OR EASEMENTS PROVIDED, TO SUPPORT THE SIDES OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH MAY DAMAGE ADJACENT PAVEMENTS OR STRUCTURES, DAMAGE OR DELAY THE WORK, OR ENDANGER LIFE AND HEALTH. VOIDS OUTSIDE THE SUPPORTS SHALL BE IMMEDIATELY FILLED AND COMPACTED.

9. SHEETING, SHORING, AND BRACING USED FOR THE SUPPORT OF EXCAVATIONS OVER 20 FEET DEEP SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF FLORIDA.

10. ALL EXCAVATIONS SHALL BE MADE BY OPEN CUT UNLESS OTHERWISE INDICATED. SLOPE SIDES OF TRENCHES IN ACCORDANCE WITH OSHA REQUIREMENTS AND THE RECOMMENDATIONS CONTAINED WITHIN THE PROJECT GEOTECHNICAL REPORT.

11. EXCAVATE TRENCHES TO DEPTH INDICATED OR REQUIRED FOR INDICATED FLOW LINES AND INVERT ELEVATIONS. OVER EXCAVATE TRENCHES A MINIMUM OF 2 FEET WHERE EXCAVATIONS OCCUR WITHIN UNSUITABLE SOILS, AND REPLACE OVER EXCAVATED MATERIAL WITH SUITABLE SOILS.

12. EXCEPT AS OTHERWISE INDICATED, EXCAVATE FOR PRESSURE PIPING SO TOP OF PIPING IS MINIMUM 3 FEET BELOW FINISHED GRADE.

13. TRENCH BOTTOMS AND THE BOTTOMS OF ALL STRUCTURES SHALL BE KEPT DRY, COMPACTED, AND STABLE TO A DEPTH TWO FEET BELOW THE BOTTOM OF THE TRENCH OR STRUCTURE.

14. ALL BEDDING, FILL, AND BACKFILL MATERIAL SHALL BE SUITABLE SOILS OR FLOWABLE FILL. WHERE TRENCH OR EXCAVATION IS WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, FOUNDATIONS, OR SLABS, PLACE BACKFILL IN LAYERS OF 8 INCH LOOSE DEPTH. IN ALL OTHER AREAS, PLACE FILL AND BACKFILL IN LAYERS OF 12 INCH LOOSE DEPTH.

MINIMUM DENSITY REQUIREMENT (ASTM D1557 OR AASHTO T180): BACKFILL AND FILL UNDER AND WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, SLABS, FOUNDATIONS = 98 PERCENT; BACKFILL AND FILL PLACED WITHIN PUBLIC ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS = 95 PERCENT; BACKFILL AND FILL PLACED WITHIN POND AND ROAD EMBANKMENT = 95 PERCENT; BACKFILL AND FILL PLACED IN ALL OTHER AREAS = 90 PERCENT.

RIPRAP

ALL RIPRAP CONSTRUCTION SHALL MEET THE REQUIREMENTS OF SECTION 530 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION

UTILITY SEPARATION REQUIREMENTS

1. THE HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, WASTEWATER FORCE MAINS, STORMWATER FORCE MAINS, RECLAIMED WATER MAINS AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

A. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF THREE FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, VACUUM TYPE SANITARY SEWER AND RECLAIMED WATER MAIN.

B. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF 10 FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER AND WASTEWATER FORCE MAIN.

C. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF TEN FEET FROM ALL PARTS OF ANY EXISTING OR PROPOSED ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM SUCH AS SEPTIC TANKS, DRAINFIELDS, AND GREASE TRAPS. ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS DO NOT INCLUDE PACKAGE SEWAGE TREATMENT FACILITIES AND PUBLIC WASTEWATER TREATMENT FACILITIES.

2. THE VERTICAL SEPARATION BETWEEN WATER MAINS AND SANITARY AND STORM SEWER, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER MAINS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

A. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST EIGHTEEN INCHES ABOVE THE OUTSIDE OF THE SEWER. WHERE IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, THEN THE WATER MAIN CAN CROSS UNDER THESE TYPES OF PIPELINE SYSTEMS PROVIDED THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE PIPELINE. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST SIX FEET FROM VACUUM TYPE SANITARY SEWER OR STORM SEWER JOINTS, AND AT LEAST SIX FEET FROM GRAVITY SANITARY SEWER JOINTS.

B. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED RECLAIMED WATER MAINS, WASTEWATER FORCE MAINS AND STORMWATER FORCE MAINS. WHETHER THE WATER MAIN CROSSES OVER OR UNDER THESE TYPES OF PIPELINE SYSTEMS, THE OUTSIDE OF THE WATER MAIN SHALL BE AT LEAST EIGHTEEN INCHES FROM THE OUTSIDE OF THE EXISTING OR PROPOSED RECLAIMED WATER MAIN, WASTEWATER FORCE MAIN AND STORMWATER FORCE MAIN. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM RECLAIMED WATER MAIN JOINTS AND STORMWATER FORCE MAIN JOINTS, AND AT LEAST SIX FEET FROM THE JOINTS OF WASTEWATER FORCE MAINS.

3. NO WATER MAIN SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY SEWER MANHOLE.

4. NEW OR RELOCATED FIRE HYDRANTS SHALL BE LOCATED SUCH THAT THE UNDERGROUND DRAIN (WEEP HOLE) IS AT LEAST:

A. THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER MAIN, OR VACUUM TYPE SANITARY SEWER.

B. SIX FEET FROM ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER AND WASTEWATER FORCE MAIN.

C. TEN FEET FROM ANY ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM SUCH AS SEPTIC TANKS, DRAINFIELDS, AND GREASE TRAPS. ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS DO NOT INCLUDE PACKAGE SEWAGE TREATMENT FACILITIES AND PUBLIC WASTEWATER TREATMENT FACILITIES.

5. THE FOLLOWING ARE ACCEPTABLE ALTERNATIVE CONSTRUCTION FEATURES TO BE CONSIDERED FOR COST EVALUATION WITH NO GUARANTEE THEY WILL BE APPROVED FOR IMPLEMENTATION WHERE IT IS NOT POSSIBLE TO MEET THE SEPARATION REQUIREMENTS. EXCEPTIONS FROM MEETING THE PIPE SEPARATION REQUIREMENTS, WITHOUT MITIGATION, SHALL BE ALLOWED ONLY BY FDEP IF TECHNICAL OR ECONOMIC JUSTIFICATIONS FOR EACH EXCEPTION PROVIDED BY THE ENGINEER ARE ACCEPTABLE TO FDEP AND ARE FOLLOWED BY THE IMPLEMENTATION RECEIPT OF EXPRESSED WRITTEN CONSENT FROM THE ENGINEER AND APPROVAL FROM FDEP ON A CASE BY CASE BASIS. ALL POSSIBLE MEASURES TO ACHIEVE COMPLIANCE WITH THE PIPE SEPARATION REQUIREMENTS SHALL BE CONSIDERED FIRST ALONG WITH DESIGN CHANGES TO MEET THE REQUIREMENTS BEFORE THE ENGINEER SUBMITS A JUSTIFICATION OF AN EXCEPTION TO FDEP FOR APPROVAL. IMPLEMENTATION OF THESE MEASURES WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ENGINEER AND APPROVAL BY FDEP COULD RESULT IN THE REQUIREMENT THAT THE INSTALLED UNAPPROVED MEASURES BE REMOVED AND REPLACED AT NO ADDITIONAL COST.

A. WHERE A WATER MAIN IS LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE FROM ANOTHER PIPELINE OR WHERE A WATER MAIN CROSSES ANOTHER PIPELINE AND JOINTS IN THE WATER MAIN ARE LESS THAN THE MINIMUM REQUIRED DISTANCE BETWEEN THE JOINTS IN THE OTHER PIPELINE:

1) USE OF PRESSURE RATED PIPE CONFORMING TO AWWA STANDARDS FOR A GRAVITY OR VACUUM TYPE PIPELINE.

2) USE OF WELDED, FUSED, OR OTHERWISE RESTRAINED JOINTS FOR EITHER PIPELINE.

3) USE OF WATERTIGHT CASING PIPE OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR EITHER PIPE.

B. WHERE A WATER MAIN IS LESS THAN THREE FEET HORIZONTALLY FROM ANOTHER PIPELINE OR WHERE A WATER MAIN CROSSES ANOTHER PIPELINE LESS THAN THE REQUIRED MINIMUM SEPARATION:

1) USE OF PIPE OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (AT LEAST EQUAL TO 0.25 INCH THICK DUCTILE IRON PIPE), OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE WATER MAIN AND FOR THE OTHER PIPELINE IF THE OTHER PIPELINE COVEYS WASTEWATER OR RECLAIMED WATER.

WATER AND RECLAIMED WATER DISTRIBUTION SYSTEMS

1. THE ENTITY THAT WILL OPERATE AND MAINTAIN THE WATER AND RECLAIMED WATER SYSTEMS SHOWN ON THESE PLANS IS _____CITY OF OCOEE_____. THE CONTRACTOR SHALL MEET ALL THE REQUIREMENTS OF _CITY OF OCOEE____.

2. WATER VALVES, OR OTHER UTILITY INFRASTRUCTURE ARE TO BE OPERATED ONLY BY UTILITY PERSONNEL. ALL VALVES BEING INSTALLED ARE TO REMAIN CLOSED DURING CONSTRUCTION.

3. ALL TESTING REQUIRED TO BE WITNESSED BY THE UTILITY REQUIRES A MINIMUM SEVENTY-TWO (72) HOURS ADVANCE NOTICE TO THE UTILITY.

4. ALL PROPOSED CONNECTIONS TO EXISTING MAINS (SUCH AS WET TAPS) REQUIRE A MINIMUM SEVENTY-TWO (72) HOURS ADVANCE NOTICE TO THE UTILITY.

5. ALL WATER AND RECLAIMED MAIN PIPE SHALL BE EITHER DUCTILE IRON OR PVC, UNLESS OTHERWISE INDICATED ON THE DRAWINGS.

6. INSTALL ALL WATER AND RECLAIMED MAINS AT A MINIMUM 36 INCHES OF COVER.

7. BURIED DUCTILE IRON PIPE SHALL CONFORM WITH ANSI/AWWA C150/A21.50 AND C151/ A21.51, AND SHALL HAVE A MINIMUM WORKING PRESSURE OF 150 PSI. BURIED PIPE SHALL COMPLY WITH THE FOLLOWING PRESSURE CLASS (PC) DESIGNATIONS UNLESS OTHERWISE INDICATED ON THE DRAWINGS: A) 12" DIAMETER AND SMALLER = PC 350; B) 14" THROUGH 24" DIAMETER = PC 250; C) 30" THROUGH 64" DIAMETER = PC 200.

8. EXPOSED PIPE 4" AND LARGER SHALL BE DUCTILE IRON FLANGED AND SHALL CONFORM WITH AWWA/ANSI C115/A21.15, AND SHALL HAVE A MINIMUM WORKING PRESSURE OF 150 PSI. FLANGED PIPE SHALL COMPLY WITH THE FOLLOWING THICKNESS CLASS (TC) DESIGNATIONS UNLESS OTHERWISE INDICATED ON THE DRAWINGS: A) 4" DIAMETER = TC 54; B) 6" THROUGH 24" DIAMETER = TC 53

9. DUCTILE IRON PIPE AND FITTINGS WITHIN 10 FEET OF GAS MAINS SHALL HAVE AN 8-MIL POLYETHYLENE WRAP IN ACCORDANCE WITH ANSI/AWWA C105/A21.5.

10. PVC PIPE 4" - 30" SHALL CONFORM TO AWWA C900. PIPE SHALL CONFORM TO ASTM D1784, TYPE I, GRADE I, 4000 PSI DESIGN STRESS, AND SHALL BE NATIONAL SANITATION FEDERATION (NSF) APPROVED. PIPE SHALL BE CLASS 235 (DR18) PVC PIPE WITH CAST IRON OUTSIDE DIAMETER (CIOD), AND SHALL CONTAIN MARKINGS ON EACH SECTION SHOWING CONFORMANCE TO THE ABOVE SPECIFICATIONS. JOINTS SHALL BE RUBBER GASKETED CONFORMING TO AWWA C900. THE BELL SHALL BE INTEGRAL WITH THE PIPE AND OF EQUAL OR GREATER PRESSURE RATING. THE BELL OF PIPE AND FITTINGS USING PUSH-ON JOINTS SHALL HAVE AN INTEGRAL GROOVE TO RETAIN THE GASKET IN PLACE.

11. ALL FITTINGS SHALL BE MANUFACTURED OF DUCTILE IRON, CONFORMING TO ANSI/AWWA C110/A21.10 OR ANSI/AWWA C153/A21.53. ALL FULL BODY (C110/A21.10) FITTINGS SHALL BE PRESSURE RATED TO 250 PSI, MINIMUM. ALL COMPACT FITTINGS (C153/A21.53) SHALL BE PRESSURE RATED TO 350 PSI, MINIMUM.

12. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE LINED AND COATED. INTERIOR LINING SHALL BE STANDARD THICKNESS CEMENT MORTAR LINING PER ANSI/AWWA C104/A21.4. EXTERIOR COATING FOR BURIED PIPE AND FITTINGS SHALL BE A PETROLEUM ASPHALTIC COATING IN ACCORDANCE WITH ANSI/AWWA C110/A21.10. EXTERIOR COATING OF EXPOSED PIPE AND FITTINGS SHALL BE FACTORY APPLIED RUST INHIBITING EPOXY PRIMER, MINIMUM 3 MILS DRY FILM THICKNESS. AFTER INSTALLATION, EXTERIOR SURFACES SHALL BE PAINTED WITH A TWO COAT SYSTEM. THE FIRST COAT (INTERMEDIATE COAT) SHALL BE 4.0-10.0 MIL DFT TNEMEC COLOR HI-BUILD EPOXOLINE II SERIES N69 OR APPROVED EQUAL, AND THE FINAL COAT SHALL BE 2.0-3.0 MIL DFT TNEMEC ENDURASHIELD SERIES 73 OR APPROVED EQUAL. THE FINAL COAT PAINT COLOR SHALL BE AS SELECTED BY THE LOCAL UTILITY.

13. MECHANICAL AND PUSH ON JOINTS FOR DUCTILE IRON PIPE AND FITTINGS SHALL BE RUBBER GASKETED, CONFORMING TO ANSI/AWWA C111/A21.11. LUBRICANTS OTHER THAN THAT FURNISHED BY THE PIPE MANUFACTURER WITH THE PIPE SHALL NOT BE USED.

14. RESTRAINED JOINTS FOR DUCTILE IRON PIPE BELL JOINTS SHALL BE AMERICAN FAST GRIP GASKET, MCWANE SURE GRIP 350 GASKET, U.S. PIPE FIELD LOK 350 GASKET, OR EBAA IRON MEGA LUG SERIES 1100HD. RESTRAINED JOINTS FOR DUCTILE IRON PIPE AND FITTING MECHANICAL JOINTS SHALL BE EBAA IRON MEGA LUG SERIES 1100, STAR GRIP SERIES 3000, OR TYLER UNION TUF-GRIP SERIES TLD. LOCKING BELL JOINT RESTRAINT SHALL BE AMERICAN FLEX RING JOINT, AMERICAN LOK-RING JOINT, OR U.S. PIPE TR-FLEX. RESTRAINED JOINTS FOR PVC PIPE MECHANICAL JOINTS SHALL BE TYLER UNION SERIES 2000 TUF GRIP TLP, JCM SUR-GRIP BELL RESTRAINER, FORD UNI-FLANGE SERIES 1500 CIRCLE LOCK, OR EBAA IRON MEGA LUG SERIES 2000PV. RESTRAINED JOINTS FOR PVC PIPE PUSH ON JOINTS SHALL BE EBAA IRON MEGA LUG SERIES 1500 OR SERIES 1600 (C900 PVC), SERIES 2800, FORD UNI-FLANGE SERIES 1390, OR SMITH-BLAIR BELL-LOK SERIES 165. PIPE JOINTS SHALL BE RESTRAINED UPSTREAM AND DOWNSTREAM OF FITTINGS IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS OR THE TABLE SHOWN IN THE DRAWINGS, WHICHEVER IS GREATER. VALVES ARE TO BE RESTRAINED ON EACH SIDE OF THE VALVE AT THE CONNECTION TO ADJOINING PIPE.

15. POLYETHYLENE PIPE AND TUBING USED FOR SERVICE LINES ½-3 INCH DIAMETER SHALL BE POLYETHYLENE IN ACCORDANCE WITH AWWA C901, STANDARD CODE DESIGNATION PE 4710, SDR 9 (OUTSIDE DIAMETER-BASED DIMENSION RATIO), 250 PSI. PIPE SHALL BE COLOR-CODED BLUE (POTABLE WATER) OR PURPLE (RECLAIMED WATER). PIPE AND FITTINGS SHALL BE NSF APPROVED FOR THE USAGE TO WHICH THEY ARE TO BE APPLIED. JOINTS IN SDR-PR PE PIPE SHALL BE BUTT HEAT FUSION OR SOCKET HEAT FUSION TYPE. FITTINGS SHALL BE MANUFACTURED OF THE SAME MATERIAL AS THE PIPE AND SHALL BE OF THE SAME SDR OR CLASS. PROVIDE ADAPTERS AS REQUIRED TO JOIN PE PIPE TO PIPE, FITTINGS AND EQUIPMENT OF OTHER MATERIALS.

16. SERVICE SADDLES SHALL MEET THE REQUIREMENTS OF AWWA C800 AND SHALL CONSIST OF EPOXY COATED DUCTILE IRON BODIES IN ACCORDANCE WITH ASTM A536, WITH DOUBLE STAINLESS STEEL STRAPS, BOLTS, WASHERS AND NUTS. STAINLESS STEEL SHALL BE TYPE 304, AND NUTS ARE TO BE TEFLON COATED. THE DUCTILE IRON BODY IS TO BE FUSION BONDED NYLON COATED, MINIMUM THICKNESS 12 MILS, OUTLET OF SADDLE IS TO HAVE NPT THREADS. SERVICE SADDLES SHALL BE MANUFACTURED BY FORD, MUELLER, OR SMITH-BLAIR.

17. ALL SERVICES SHALL INCLUDE THE FOLLOWING: CURB STOPS, UNIONS AS REQUIRED, CORPORATION STOPS. CONFORMANCE WITH AWWA C800 AND C901 IS REQUIRED. THE CONTRACTOR SHALL CUT "W" IN THE TOP CURB OF EACH WATER SERVICE AND A "V" AT ALL VALVE LOCATIONS. CUT W'S AND V'S SHALL BE HIGHLIGHTED WITH BLUE PAINT.

18. UNLESS OTHERWISE NOTED IN THE PLANS, THE UTILITY COMPANY SHALL PROVIDE AND INSTALL WATER METERS AND RECLAIMED WATER METERS. CONTRACTOR SHALL CONSTRUCT WATER SERVICE AND RECLAIMED WATER SERVICE TO THE APPROPRIATE METER STOP.

19. UNLESS OTHERWISE INDICATED OR SPECIFIED, ALL VALVES TWO INCHES AND SMALLER SHALL BE ALL BRASS OR BRONZE; VALVES OVER TWO INCHES SHALL BE IRON BODY, FULLY BRONZE OR BRONZE MOUNTED.

20. VALVES 4 INCHES AND LARGER SHALL BE LINED AND COATED. BURIED AND EXPOSED VALVES SHALL BE COATED INSIDE AND OUT WITH A RUST INHIBITING EPOXY PRIMER, FOLLOWED BY AN EPOXY COATING MEETING THE REQUIREMENTS OF AWWA C550, APPLIED AT THE FACTORY. THE INTERIOR OF VALVES WITH A CAST IRON OR DUCTILE IRON BODY SHALL BE COATED WITH AN EPOXY PROTECTIVE COATING MEETING NSF INTERNATIONAL STANDARD 61 AND AWWA C550. AFTER INSTALLATION, EXTERIOR SURFACES SHALL BE PAINTED WITH A TWO COAT SYSTEM. THE FIRST COAT (INTERMEDIATE COAT) SHALL BE 4.0-10.0 MIL DFT TNEMEC COLOR HI-BUILD EPOXOLINE II SERIES N69 OR APPROVED EQUAL, AND THE FINAL COAT SHALL BE 2.0-3.0 MIL DFT TNEMEC ENDURASHIELD SERIES 73 OR APPROVED EQUAL. THE FINAL COAT PAINT COLOR SHALL BE AS SELECTED BY THE LOCAL UTILITY.

21. ALL VALVES 12" AND SMALLER SHALL BE GATE VALVES UNLESS OTHERWISE INDICATED ON THE DRAWINGS. GATE VALVES 3 INCHES TO 12 INCHES SHALL CONFORM TO AWWA C509 OR AWWA C515. THE VALVES SHALL BE IRON BODY, CAST IRON FULLY ENCAPSULATED MOLDED RUBBER WEDGE COMPLYING WITH ASTM D2000, NON-RISING STEM WITH O-RING SEALS. VALVES SHALL OPEN COUNTERCLOCKWISE.

22. TAPPING SLEEVES ARE TO BE 16-8 TYPE 304 STAINLESS STEEL AND STAINLESS STEEL OUTLET, AS MANUFACTURED BY JCM OR APPROVED EQUAL. TAPPING VALVES SHALL BE RESILIENT SEATED GATE VALVES AND SHALL CONFORM TO THE REQUIREMENTS OF AWWA C509. TAPPING VALVES SHALL BE AMERICAN FLOW CONTROL SERIES 2500, CLOW SERIES F-6100, OR MUELLER SERIES A2361.

23. VALVES 14" AND LARGER SHALL BE BUTTERFLY VALVES. BUTTERFLY VALVES SHALL MEET OR EXCEED THE DESIGN STRENGTH, TESTING AND PERFORMANCE REQUIREMENTS OF AWWA C504, CLASS 150. VALVE BODY SHALL BE MECHANICAL JOINT END TYPE VALVE CONSTRUCTED OF CAST IRON OR DUCTILE IRON. DISC SHALL BE ONE PIECE CAST DESIGN WITH NO EXTERNAL RIBS TRANSVERSE TO FLOW. DISC SHALL BE CAST IRON OR DUCTILE IRON. THE RESILIENT SEAT SHALL MATE WITH A 304 OR 316 STAINLESS STEEL SURFACE.

24. VALVE SEATS SHALL BE MECHANICALLY RETAINED, AND MAY BE INSTALLED ON EITHER THE BODY OR DISC. O-RING SEATS ON VALVE DISCS ARE UNACCEPTABLE. SEATS FOR VALVES 14" DIAMETER AND LARGER SHALL BE FULLY FIELD REPLACEABLE WITHOUT THE USE OF SPECIAL TOOLS. OPERATORS OF THE ENCLOSED TRAVELING-NUT TYPE SHALL BE PROVIDED UNLESS OTHERWISE INDICATED.

25. ALL BURIED VALVES SHALL BE PROVIDED WITH ADJUSTABLE VALVE BOXES APPROXIMATELY 5 INCHES IN DIAMETER AND SHALL BE HEAVY DUTY TRAFFIC RATED. VALVE BOXES SHALL BE CAST IRON. VALVE BOX LIDS SHALL BE CAST IRON H-20 LOAD RATED. BOXES SHALL BE OF SUFFICIENT LENGTH TO OPERATE ALL VALVES BURIED IN THE GROUND, CONSISTING OF BASE, CENTER SECTION, AND TOP SECTION WITH COVER. ALL VALVE BOX EXTENSIONS SHALL BE CAST IRON. VALVE BOX LIDS IN PAVED AREAS SHALL BE LOCKABLE. VALVE BOXES LOCATED IN UNPAVED AREAS SHALL BE SLIP TYPE DESIGN AND VALVE BOXES IN PAVED AREAS SHALL BE ADJUSTABLE SCREW TYPE. VALVE BOX COVERS SHALL BE CAST WITH THE INSCRIPTION "WATER" OR "RECLAIMED WATER". IN UNPAVED AREAS, INSTALL A 2-FT X 2-FT X 6-IN THICK CONCRETE PAD (2500 PSI) AT EACH VALVE. ALL VALVE BOX COVERS SHALL BE PAINTED WITH A THREE COAT SYSTEM. THE FIRST COAT SHALL BE PRIMER, 2.5-3.5 MIL DRY FILM THICKNESS (DFT) TNEMEC SERIES 135 CHEMBUILD OR APPROVED EQUAL; THE INTERMEDIATE COAT SHALL BE 4.0-10.0 MIL DFT TNEMEC COLOR HI-BUILD EPOXOLINE II SERIES N69 OR APPROVED EQUAL, AND THE FINAL COAT SHALL BE 2.0-3.0 MIL DFT TNEMEC ENDURASHIELD SERIES 73 OR APPROVED EQUAL. THE FINAL COAT PAINT COLOR SHALL BE BLUE (WATER) OR PURPLE (RECLAIMED WATER) OR AS APPROVED BY THE LOCAL UTILITY.

26. PVC PIPES SHALL BE COLOR CODED BLUE (WATER MAINS) OR PURPLE (RECLAIMED WATER MAINS) AND STENCILED (0.75-INCH LETTERING ON THE PIPE IN AT LEAST THREE AREAS PER PIPE SECTION) "POTABLE WATER MAIN" OR "RECLAIMED WATER MAIN" AS APPLICABLE.

27. INSTALL IDENTIFICATION TAPE ALONG ALL DUCTILE IRON PIPE AND PVC PIPE, MINIMUM THICKNESS 4 MILS, WIDTH 6 INCHES, LETTER SIZE 1 INCH. APPLY TAPE TO SURFACE OF PIPE, CONTINUOUSLY EXTENDING FROM JOINT TO JOINT. TAPE COLOR AND LETTERING SHALL BE BLACK PRINTING ON BLUE BACKGROUND (WATER MAINS), BLACK PRINTING ON PURPLE BACKGROUND (RECLAIMED WATER MAINS). PLACE TAPE AS FOLLOWS: 2" - 8" PIPE - CENTER ALONG TOP HALF OF PIPE; 10" - 18" PIPE - PLACE ALONG BOTH SIDES OF THE TOP HALF OF PIPE; 20" PIPE AND LARGER - PLACE ON BOTH SIDES OF TOP HALF OF PIPE WITH A THIRD STRIP CENTERED ALONG TOP HALF OF PIPE.

28. INSTALL WARNING TAPE ALONG ALL PIPELINES, PLACED 2 FEET ABOVE PIPE. TAPE SHALL BE 6-INCH WIDE VINYL, CONTINUOUS TAPE. TAPE SHALL BE COLORED BLUE (WATER MAINS) OR PURPLE (RECLAIMED WATER MAINS) WITH BLACK LETTERING, CODED AND WORDED "CAUTION: WATER MAIN BURIED BELOW", OR "CAUTION: RECLAIMED WATER MAIN BURIED BELOW", AS APPLICABLE.

29. INSTALL LOCATING WIRE ALONG ALL PVC PIPELINES. WIRE SHALL BE COLOR-CODED 10 GAUGE CONTINUOUS INSULATED WIRE. COLOR CODING SHALL BE SIMILAR TO WARNING TAPE COLORS. INSTALL LOCATOR WIRE ALONG ALL PRESSURIZED PIPELINES 2" AND LARGER. LOOP WIRE INTO ALL VALVE BOXES. LOOPING TO OCCUR EVERY 500 FEET MINIMUM. WHERE THERE ARE NO VALVE BOXES TO ALLOW LOOPING, PROVIDE ACCESS BOXES PER LOCAL UTILITY REQUIREMENTS. CHECK WIRE FOR ELECTRICAL CONTINUITY.

30. ALL CHANGES IN DIRECTION SHALL BE MADE WITH FITTINGS OR APPROVED JOINT DEFLECTION. BENDING OF PIPE, EXCEPT COPPER AND POLYETHYLENE, IS PROHIBITED. JOINT DEFLECTION SHALL NOT EXCEED 75% OF THE MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION.

31. TEST PROCEDURES SHALL BE APPROVED BY THE ENGINEER. ALL TESTS SHALL BE MADE IN THE PRESENCE OF THE ENGINEER AND UTILITY. NOTIFY THE ENGINEER AND THE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY WORK IS TO BE INSPECTED OR TESTED.

32. PROVIDE ALL EQUIPMENT FOR TESTING. INCREMENTS ON GAGES USED FOR LOW PRESSURE AIR TESTING SHALL BE OF SCALED TO THE NEAREST 0.1 PSI. GAGES, PUMPS, AND HOSES SHALL BE IN GOOD WORKING ORDER WITH NO NOTICEABLE LEAKS.

33. ALL SERVICE LINES SHALL BE COMPLETED PRIOR TO TESTING, AND ARE SUBJECT TO THE SAME TESTING REQUIREMENTS AS THE MAIN LINE.

34. THE SEQUENCE OF TESTING AND DISINFECTION SHALL BE AS FOLLOWS: 1) CONDUCT PRESSURE AND LEAKAGE TESTING; 2) PERFORM FLUSHING PER UTILITY REQUIREMENTS AND AWWA C651; 3) DISINFECT THE WATER MAIN, INCLUDING VALVES AND FITTINGS; AND 4) DECHLORINATE AND FLUSH AFTER DISINFECTION.

35. APPLY LEAKAGE TEST PRESSURE OF 150 PSI (WATER MAINS), 200 PSI (FIRE MAINS) OR 150 PSI (RECLAIMED WATER MAINS). MAINTAIN PRESSURE AT A MAXIMUM VARIATION OF 5% DURING THE ENTIRE LEAKAGE TEST. THE DURATION OF THE LEAKAGE TEST SHALL BE TWO HOURS MINIMUM, AND FOR SUCH ADDITIONAL TIME NECESSARY TO COMPLETE INSPECTION OF THE SECTION OF LINE UNDER TEST. LEAKAGE MEASUREMENTS SHALL NOT BE STARTED UNTIL A CONSTANT TEST PRESSURE HAS BEEN ESTABLISHED. THE LINE LEAKAGE SHALL BE MEASURED BY MEANS OF A WATER METER INSTALLED ON THE SUPPLY SIDE OF THE PRESSURE PUMP.

36. NO LEAKAGE IS ALLOWED IN EXPOSED PIPING, BURIED PIPING WITH FLANGED, THREADED, OR WELDED JOINTS OR BURIED NON-POTABLE PIPING IN CONFLICT WITH POTABLE WATER LINES.

37. TESTED SECTIONS OF BURIED PIPING WITH SLIP-TYPE OR MECHANICAL JOINTS WILL NOT BE ACCEPTED IF IT HAS A LEAKAGE RATE IN EXCESS OF THAT RATE DETERMINED BY THE FORMULA L = S

PAVING, SIDEWALKS, AND CURBING

1. MATERIALS AND CONSTRUCTION METHODS FOR THE ROADWAY AND PAVING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

2. ROADWAY PAVING, BASE, AND SUBGRADE THICKNESSES SHALL BE IN ACCORDANCE WITH DETAILS ON THESE DRAWINGS. MATERIAL STABILITY AND DENSITY REQUIREMENTS ARE AS FOLLOWS:

   A. TYPE SP STRUCTURAL COURSE (SP-12.5)

   B. LIMEROCK BASE: MINIMUM LBR OF 100, PLACED IN 6" MAXIMUM LIFTS, COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR DRY DENSITY (AASHTO T-180). CONTRACTOR MAY SUBSTITUTE ASPHALT BASE COURSE TYPE SP (MIN. STABILITY OF 1000 LBS) OR CRUSHED CONCRETE (PER FDOT SPECIFICATION SECTION 911, MIN LBR OF 150) AT NO ADDITIONAL COST, PROVIDED THE STRUCTURAL NUMBER EQUALS OR EXCEEDS THAT OF THE SPECIFIED LIMEROCK BASE.

   C. SUBGRADE: STABILIZE TO A MIN. LBR OF 40, COMPACT TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR DRY DENSITY (AASTHO T-180). CONTRACTOR MAY SUBSTITUTE LIMEROCK SUBGRADE (MIN. LBR OF 100) OR CRUSHED CONCRETE (PER FDOT SPECIFICATION SECTION 911, MIN LBR OF 150) AT NO ADDITIONAL COST, PROVIDED THE STRUCTURAL NUMBER EQUALS OR EXCEEDS THAT OF THE SPECIFIED SUBGRADE.

3. SIDEWALKS ARE TO BE CONSTRUCTED IN THE AREAS AS SHOWN ON THE CONSTRUCTION PLANS. THE SIDEWALK SHALL BE CONSTRUCTED OF 4-IN THICK CONCRETE WITH A 28-DAY COMPRESSION STRENGTH OF 3000 PSI. SAWCUT 0.1875-INCH JOINTS EVERY 5-FT ON CENTER (1.50-INCH DEEP). SAWCUT WITHIN 96 HOURS. SAWCUT 0.50-INCH JOINTS EVERY 30-FT ON CENTER (1.50-INCH DEEP), SAWCUT WITHIN 12 HOURS. FORM 0.50-INCH EXPANSION JOINTS EVERY 120-FT MAXIMUM SPACING ALONG SIDEWALK AND BETWEEN THE SIDEWALK AND THE CURB OR DRIVEWAY OR AT FIXED OBJECTS AND SIDEWALK INTERSECTIONS WITH A PREFORMED JOINT FILLER MEETING THE REQUIREMENTS OF FDOT SPECIFICATION 932. CONCRETE SIDEWALK SHALL BE 6-IN THICK ACROSS ALL DRIVEWAYS.

4. HANDICAPPED RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS AND SHALL BE IN ACCORDANCE WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, LATEST EDITION.

5. CURBING SHALL BE CONSTRUCTED WHERE NOTED ON THE CONSTRUCTION PLANS. CONCRETE FOR CURBS SHALL BE FDOT CLASS "I" CONCRETE WITH A 28-DAY COMPRESSION STRENGTH OF 3000 PSI. ALL CURBS SHALL HAVE SAW CUT CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 10'-0" ON CENTER. CONSTRUCTION OF CURBS SHALL BE IN CONFORMANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 520 AND DETAILS PROVIDED ON THE CONSTRUCTION PLANS.

FIELD COMPACTION DENSITY, STABILITY, AND THICKNESS TESTING FREQUENCIES OF SUB-BASE, BASE, AND ASPHALT SHALL BE TESTED ONCE EVERY 300 LINEAR FEET OF PAVING PER 24-FT WIDE STRIP, STAGGERED LEFT, CENTER AND RIGHT OF CENTERLINE. WHERE LESS THAN 300 LINEAR FEET OF SUB-BASE, BASE, AND ASPHALT IS PLACED IN ONE DAY, PROVIDE MIN. OF ONE TEST FOR EACH PEER DAY'S CONSTRUCTION AT A LOCATION DESIGNATED BY THE ENGINEER. ASPHALT EXTRACTION GRADATION SHALL BE TESTED FROM GRAB SAMPLES COLLECTED ONCE EVERY 1800 SQUARE YARDS OF ASPHALT DELIVERED TO THE SITE (OR A MINIMUM OF ONCE PER DAY).

PAD PREPARATION NOTES

1. ESTABLISH THE FINAL SUBGRADE ELEVATION TO ALLOW FOR THE CONCRETE SLAB AND BASE. REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR REQUIRED SLAB THICKNESS.
2. FOR THE BUILDING INTERIOR SLAB-ON-GRADE, THE 6" THICK BASE MATERIAL SHALL CONFORM TO FDOT LIMEROCK MATERIAL, WITH AT LEAST 97% (BY WEIGHT) PASSING A 3.5 INCH SIEVE AND THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST.
3. THE FINE MATERIAL SHALL CONSIST ENTIRELY OF DUST OF FRACTURE. THE LIMEROCK SHALL HAVE A LIMEROCK BEARING RATIO (LBR) OF AT LEAST 100 AND NO MORE THAN 20% FINES WHEN WASHED THROUGH A NO. 200 SIEVE.
4. INSTALL A MINIMUM 15-MIL VAPOR RETARDER, MEETING ASTM E 1745 "CLASS A" REQUIREMENTS, PLACED ABOVE THE BASE AND DIRECTLY BELOW THE SLAB.
5. THE BASE MATERIAL SHALL BE FREE OF ANY ASPHALT OR VOLATILE ORGANIC MATERIALS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCURATE MEASUREMENTS FOR ALL CUT AND FILL DEPTHS REQUIRED.
7. ANY PROPOSED EQUIVALENT ALTERNATIVE BASE OR SUBBASE MATERIAL MUST BE SUBMITTED FOR APPROVAL WITHIN 30 DAYS AFTER AWARD OF CONTRACT.
8. ANY EQUIVALENT ALTERNATIVE SHALL ONLY BE USED IF APPROVED IN WRITING BY THE CEC AND AOR.

FOR ADDITIONAL INFORMATION ON SITE PREPARATION AND RECOMMENDATIONS TO BE FOLLOWED REFERENCE UDE REPORT NO. 2104240.

PAVING TIMING REQUIREMENTS

1. INSTALL SUBGRADE AND BASE COURSE MATERIALS WITHIN 48 HOURS OF THE REMOVAL/OPEN CUTTING OF EXISTING PAVEMENT CONSISTING OF STREETS, DRIVEWAYS, OR SIDEWALK. INSTALL FINAL SURFACE COURSES WITHIN 14 DAYS AFTER REMOVAL OF EXISTING PAVEMENT.

2. AREAS TO RECEIVE ASPHALT SHALL RECEIVE EROSION CONTROL MEASURES NO LATER THAN 48 HOURS AFTER ACCEPTANCE OF BASE COURSE. TEMPORARY EROSION CONTROL CONSISTS OF PLACEMENT OF A BITUMINOUS PRIME COAT AND SANDING THE SURFACE. PERMANENT EROSION CONTROL CONSISTS OF PLACEMENT OF THE STRUCTURAL COURSE.

3. AREAS TO RECEIVE CONCRETE PAVING SHALL BE EITHER PROTECTED WITH A LAYER OF FDOT COARSE AGGREGATE MATERIAL OR SHALL BE PAVED WITHIN 48 HOURS OF ACCEPTANCE OF THE SUBGRADE.

SIGNS AND PAVEMENT MARKINGS

1. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE LATEST IMPLEMENTED EDITION OF FDOT STANDARD PLANS FOR ROAD CONSTRUCTION, INDEX NO. 700-010, 700-101, 700-102, AND 711-101. GENERALLY, ALL MARKINGS SHALL CONFORM TO THE FOLLOWING: 6" EDGE LINES, 6" LANE LINES, 6" SINGLE CENTERLINES, AND 6" DOUBLE LINE PATTERNS, UNLESS OTHERWISE NOTED ON THE PLANS.

2. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC WITH RAISED PAVEMENT MARKERS. RAISED PAVEMENT MARKERS ARE TO BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 970, CLASS B, INSTALLED IN ACCORDANCE WITH THESE PLANS AND FDOT INDEX NO. 706-001.

3. PARKING STALL PAVEMENT MARKINGS SHALL BE PAINTED. PAINT SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION SECTION 971, NON-REFLECTIVE WHITE TRAFFIC PAINT.

4. ALL ROADWAY TRAFFIC SIGNS SHALL BE MANUFACTURED USING HIGH INTENSITY RETROREFLECTIVE MATERIALS. THE BACK OF ALL FINISHED PANELS SHALL BE STENCILED WITH THE DATE OF FABRICATION, THE FABRICATOR'S INITIALS, AND THE NAME OF THE SHEETING IN THREE-INCH LETTERS.

5. INTERNAL SITE TRAFFIC SIGNS ARE NOT REQUIRED TO BE RETROREFLECTIVE.

6. THE CONTRACTOR SHALL VERIFY THE REQUIRED LENGTH OF THE SIGN COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.

7. ALL PAVEMENT MARKINGS REQUIRE LAYOUT APPROVAL IN THE FIELD BY THE ENGINEER PRIOR TO INSTALLATION.

PRIOR TO FINAL PAVEMENT MARKING INSTALLATION, A TWO WEEK CURE TIME OF THE ASPHALT IS REQUIRED.

HORIZONTAL DIRECTIONAL DRILLING

1. POLYETHYLENE PIPE AND FITTINGS FOR POTABLE WATER MAINS SHALL BE IN ACCORDANCE WITH AWWA C906, STANDARD CODE DESIGNATION STANDARD CODE DESIGNATION PE 3408. PIPE 4-30 INCH DIAMETER SHALL BE DR11, PC 160. THE MANUFACTURER SHALL CERTIFY THAT THE MATERIALS USED TO MANUFACTURE PIPE AND FITTINGS MEET THESE REQUIREMENTS. THE PIPE SIZING SHALL BE IN ACCORDANCE WITH DUCTILE IRON SIZING SYSTEM (DIOD). PIPE USING THE NEWER ASTM DESIGNATIONS FOR THE MATERIAL IS ACCEPTABLE, PROVIDED IT IS STAMPED "PE3408/PE4710 - AWWA C906" OR "PE3408/PE3608/PE4710 - AWWA C906".

2. POLYETHYLENE PIPE AND FITTINGS FOR RECLAIMED WATER, SEWER FORCE MAIN, OR STORM SEWER SHALL BE IN ACCORDANCE WITH AWWA C906, STANDARD CODE DESIGNATION PE 4710, DR 11, 200 PSI. THE MANUFACTURER SHALL CERTIFY THAT THE MATERIALS USED TO MANUFACTURE PIPE AND FITTINGS MEET THESE REQUIREMENTS. THE PIPE SIZING SHALL BE IN ACCORDANCE WITH DUCTILE IRON PIPE SIZING SYSTEM (DIPS)

3. POLYETHYLENE PIPE AND TUBING USED FOR SERVICE LINES ½-3 INCH DIAMETER SHALL BE POLYETHYLENE IN ACCORDANCE WITH AWWA C901, STANDARD CODE DESIGNATION PE 4710, SDR 9 (OUTSIDE DIAMETER BASED DIMENSION RATIO), 250 PSI. PIPE AND FITTINGS SHALL BE NSF APPROVED FOR THE USAGE TO WHICH THEY ARE TO BE APPLIED. PIPE AND TUBING SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR SANITARY SEWER.

4. POLYETHYLENE MECHANICAL JOINT ADAPTERS AND FLANGE ADAPTERS SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C906. MECHANICAL JOINT ADAPTERS SHALL BE FITTED WITH GLAND RINGS PRESSURE RATED EQUAL TO OR GREATER THAN THE MATING PIPE, AND SHALL BE MADE WITH SUFFICIENT THROUGH-BORE LENGTH TO BE CLAMPED IN A HEAT FUSION MACHINE WITHOUT THE USE OF SUB-END LINER. THE SEALING SURFACE OF THE FLANGE ADAPTER SHALL BE MACHINED WITH A SERIES OF SMALL V-SHAPED GROOVES TO PROVIDE GASTKETLESS SEALING, OR TO RESTRAIN THE GASKET AGAINST BLOW-OUT.

5. HDPE PIPE TERMINATIONS SHALL BE FITTED WITH A MECHANICAL JOINT ADAPTER KIT THAT WILL ENABLE THE HDPE PIPE TO BE JOINED WITH MECHANICAL JOINT FITTINGS. THE ADAPTER SHALL BE AWWA COMPLIANT, AND THE PRESSURE RATING FOR THE ADAPTER SHALL MATCH THE PRESSURE RATING FOR THE HDPE PIPE. MECHANICAL JOINT ADAPTERS SHALL BE MANUFACTURED IN STANDARD DIPS SIZES FOR CONNECTING DIPS SIZED POLYETHYLENE PIPE TO MECHANICAL JOINT FITTINGS, SHALL CONTAIN A STAINLESS STEEL REINFORCING COLLAR AND AWWA C110 DUCTILE IRON GLAND RING, GASKET AND EXTRA LENGTH T-BOLTS.

6. GLANDS, BOLTS, AND GASKETS SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C153. BOLTS AND NUTS SHALL BE GRADE 2 OR HIGHER.

7. ALL POLYETHYLENE PIPE SHALL BE BLACK, AND SHALL CONTAIN A CONTINUOUS COLORED STRIPE, 2 INCHES WIDE, LOCATED AT NO GREATER THAN 90 DEGREE INTERVALS AROUND THE PIPE. STRIPE COLOR SHALL BE EITHER BLUE (WATER MAINS), PURPLE (RECLAIMED WATER MAINS), GREEN (SANITARY SEWER AND FORCE MAINS) OR BLACK (NO STRIPE - STORM SEWER).

8. TRACER WIRE SHALL BE COLOR-CODED 10 GAUGE CONTINUOUS INSULATED WIRE, WITH HDPE JACKET (MIN. THICKNESS OF 45 MILS) SPECIFICALLY MANUFACTURED FOR USE IN HORIZONTAL DIRECTIONAL DRILL INSTALLATIONS. THE COLOR OF THE WIRE JACKET SHALL BE SIMILAR TO PIPELINE IDENTIFICATION COLORS. INSTALL TRACER WIRE ALONG POLYETHYLENE PIPE PRIOR TO PULLING THROUGH BORE HOLE. TAPE WIRE TO PIPE EVERY 5 FEET MINIMUM ALONG THE PIPELINE. AFTER PULLING PIPE, CLEAN EXPOSED ENDS FOR INSTALLATION OF FITTINGS, TEST TRACER WIRE FOR CONTINUITY.

9. HIGH DENSITY POLYETHYLENE PIPE SHALL BE HEAT FUSED AND TESTED AS PER MANUFACTURER'S GUIDELINES BEFORE INSTALLATION IN THE BORE HOLE.

10. BRANCH CONNECTIONS TO THE MAIN SHALL BE MADE WITH POLYETHYLENE SADDLE FITTINGS OR MECHANICAL JOINT DUCTILE IRON TEES.

11. JOINTS BETWEEN PLAIN END POLYETHYLENE PIPES AND POLYETHYLENE FITTINGS SHALL BE MADE BY BUTT FUSION, AND JOINTS BETWEEN THE POLYETHYLENE MAIN AND SADDLE BRANCH POLYETHYLENE FITTINGS SHALL BE MADE USING SADDLE FUSION USING ONLY PROCEDURES THAT ARE RECOMMENDED BY THE PIPE AND FITTING MANUFACTURER. EXTERNAL AND INTERNAL BEADS SHALL NOT BE REMOVED.

12. CONNECT POLYETHYLENE PIPE TO HYDRANTS, VALVES, AND DUCTILE IRON FITTINGS USING A MECHANICAL JOINT ADAPTER WITH A GLAND RING. PLACE GLAND RING BEHIND ADAPTER PRIOR TO FUSING. FUSE USING AN ELECTROFUSION COUPLING IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. AFTER FUSING, CONNECT TO MECHANICAL JOINT. RESTRAIN ALL NON-POLYETHYLENE PIPE AND PRESSURE TEST CONNECTIONS AS REQUIRED IN INDIVIDUAL PIPELINE GENERAL NOTES.

13. CONNECT POLYETHYLENE PIPE TO ABOVE GRADE VALVES AND FITTINGS USING MECHANICAL FLANGE ADAPTERS. THE FLANGE ADAPTERS ARE TO BE SELF-RESTRAINED.

14. INSTALL ALL MECHANICAL JOINTS AND FLANGE CONNECTIONS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PROCEDURE. AT LEAST 1 HOUR AFTER INITIAL ASSEMBLY, FLANGE CONNECTIONS SHALL BE RE-TIGHTENED FOLLOWING THE TIGHTENING PATTERN AND TORQUE STEP RECOMMENDATIONS OF THE MANUFACTURER. THE FINAL TIGHTENING TORQUE SHALL BE 100 FT-LBS OR LESS AS RECOMMENDED BY THE MANUFACTURER.

15. THE SIZE OF THE HORIZONTAL DIRECTIONAL DRILL RIG USED SHALL BE THE INDUSTRY STANDARD SIZE NEEDED BASED ON DRILLING DISTANCE, PIPE DIAMETER, AND SOIL CONDITIONS.

16. AT ROAD CROSSINGS WITHIN FDOT RIGHT-OF-WAY, THE MINIMUM COVER SHALL BE 10 TIMES THE REAMER SIZE IN INCHES UNDER THE PAVED SURFACE. ANY PROPOSED CHANGES TO THE DEPTH AND LENGTH OF THE DIRECTIONAL BORE FROM WHAT IS SHOWN ON THE DRAWINGS MUST BE APPROVED BY THE ENGINEER IN WRITING, PRIOR TO COMMENCEMENT OF DRILLING.

17. AT ROAD CROSSINGS WITHIN PUBLIC OR PRIVATE RIGHT-OF-WAY THAT IS NOT FDOT RIGHT-OF-WAY, THE MINIMUM COVER SHALL BE AS INDICATED IN THE DRAWINGS. IN NO CASE SHALL MAINS 4" AND LARGER HAVE LESS THAN 4 FEET COVER AT ROAD CROSSINGS. ANY PROPOSED CHANGES TO THE DEPTH AND LENGTH OF THE DIRECTIONAL BORE FROM WHAT IS SHOWN ON THE DRAWINGS MUST BE APPROVED BY THE ENGINEER IN WRITING, PRIOR TO COMMENCEMENT OF DRILLING.

18. IN ROAD RIGHT-OF-WAY IN NON-PAVED AREAS, THE MINIMUM DIRECTIONAL BORE DEPTH SHALL BE 4 FEET MINIMUM AND 8 FEET MAXIMUM (TYPICAL DEPTH OF 4-6 FEET), AS INDICATED ON THE DRAWINGS.

19. AS-BUILT VARIANCE FROM THE DESIGN BOREPATH SHALL BE WITHIN 2 FEET IN THE HORIZONTAL PLANE. VERTICALLY, INSTALL AT ROAD CROSSINGS AT THE MINIMUM DEPTH SPECIFIED HEREIN, AND INSTALL AT A MAXIMUM DEPTH OF NO MORE THAN 3-FT DEEPER THAN THE SPECIFIED MINIMUM DEPTH. ANY PROPOSED CHANGE TO THE LENGTH OF THE DIRECTIONAL DRILLED PIPELINE MUST BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION. FINAL ACCEPTANCE INCLUDING FINAL PAYMENT OF DIRECTIONAL BORED PIPELINES WILL NOT BE MADE UNTIL DIRECTIONAL BORE LOGS HAVE BEEN SUBMITTED AND THE INFORMATION ON THE BORE LOGS DOCUMENTS THE DEPTH OF THE INSTALLED PIPELINE IS IN ACCORDANCE WITH THESE GENERAL NOTES.

20. BACK REAMING SHALL BE CONDUCTED TO ENLARGE AND PREPARE THE BORE HOLE FOR PIPE INSTALLATION. MINIMIZE POTENTIAL DAMAGE FROM SOIL DISPLACEMENT OR SETTLEMENT BY LIMITING THE RATIO OF THE BORE HOLE TO THE PRODUCT SIZE. THE SIZE OF THE BACK REAMER BIT OR PILOT BIT, IF NO BACK REAMING IS REQUIRED, SHALL BE LIMITED RELATIVE TO THE PRODUCT DIAMETER TO BE INSTALLED AS FOLLOWS: 4" PIPE = 8" BIT; 6" PIPE = 10" BIT; 8" PIPE = 12" BIT; 10" PIPE = 14" BIT; 12" AND LARGER PIPE = BIT TO BE PIPE OUTSIDE DIAMETER PLUS 6 INCHES. NOTE THESE REAMER SIZES ARE APPROXIMATE. SHOULD THE DIRECTIONAL DRILL CONTRACTOR CHOOSE TO USE A LARGER REAMER SIZE, THE LARGER SIZE COULD RESULT IN THE NEED FOR A DEEPER AND LONGER BORE. THE RESULTING INCREASED BORE LENGTH AND OR DEPTH SHALL BE AT NO ADDITIONAL COST TO THE OWNER.

21. ENSURE ADEQUATE REMOVAL OF SOIL CUTTINGS AND STABILITY OF THE BORE HOLE BY MONITORING THE DRILLING FLUIDS SUCH AS THE PUMPING RATE, PRESSURES, VISCOSITY AND DENSITY DURING THE PILOT BORE, BACK REAMING AND PIPE INSTALLATION. OBTAIN THE ENGINEER'S APPROVAL OF THE LOCATION AND ALL CONDITIONS NECESSARY TO CONSTRUCT RELIEF HOLES TO RELIEVE EXCESS PRESSURE AND ENSURE THE PROPER DISPOSITION OF DRILLING FLUIDS IS MAINTAINED.

22. MINIMIZE HEAVING DURING PULL BACK. THE PULL BACK RATE USED SHALL MAXIMIZE THE REMOVAL OF SOIL CUTTINGS WITHOUT BUILDING EXCESS DOWN HOLE PRESSURE. CONTAIN EXCESS DRILLING FLUIDS AT ENTRY AND EXIT POINTS UNTIL THEY ARE RECYCLED OR REMOVED FROM THE SITE OR VACUUMED DURING DRILLING OPERATIONS. ENTRY AND EXIT PITS ARE TO BE OF SUFFICIENT SIZE TO CONTAIN THE EXPECTED RETURN OF DRILLING FLUIDS AND SOIL CUTTINGS.

23. ENSURE THAT ALL DRILLING FLUIDS ARE DISPOSED OF OR RECYCLED IN A MANNER ACCEPTABLE TO THE APPROPRIATE LOCAL, STATE, OR FEDERAL REGULATORY AGENCIES. IF IN THE DRILLING PROCESS IT BECOMES EVIDENT THAT THE SOIL IS CONTAMINATED, CONTACT THE ENGINEER IMMEDIATELY. DO NOT CONTINUE DRILLING WITHOUT THE ENGINEER'S APPROVAL.

24. INSTALL THE CARRIER IN THE BORE HOLE WITHIN THE SAME DAY THAT THE PRE-BORE IS COMPLETED TO ENSURE STABILITY.

25. IF AN OBSTRUCTION IS ENCOUNTERED DURING BORING WHICH PREVENTS COMPLETION OF THE INSTALLATION IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS, EITHER REMOVE THE PIPE OR ABANDON THE PIPE IN PLACE AT THE DISCRETION OF THE ENGINEER. IF PIPE CANNOT BE WITHDRAWN AND ENGINEER APPROVES ABANDONING THE PIPE IN PLACE, CUT PIPE OFF AT LEAST 3 FEET BELOW GROUND SURFACE, FILL ANNULAR SPACE AND PIPE WITH EXCAVATABLE FLOWABLE FILL AND CAP ENDS OF PIPE WITH BLIND FLANGE.

26. IN THE EVENT OF FAILURE TO INSTALL PIPE, RETAIN POSSESSION OF PIPE AND REMOVE IT FROM THE SITE. UPON APPROVAL OF THE ENGINEER, FILL THE ABANDONED BORE HOLE WITH EXCAVATABLE FLOWABLE FILL. SUBMIT A NEW INSTALLATION PROCEDURE AND REVISED PLANS TO THE ENGINEER FOR APPROVAL BEFORE RESUMING WORK AT ANOTHER LOCATION.

27. IF THE SUBMITTED BORING LOGS INDICATE THE INSTALLED ALIGNMENT DOES NOT MEET VERTICAL OR HORIZONTAL ALIGNMENT REQUIREMENTS, THE BORING IS CONSIDERED A FAILURE, AND THE DIRECTIONAL BORED PIPELINE SHALL BE EITHER RE-BORED OR OTHERWISE REMEDIED AT THE DISCRETION OF THE OWNER.

28. IF, DURING CONSTRUCTION, DAMAGE IS OBSERVED TO THE FACILITY, CEASE ALL WORK UNTIL RESOLUTION TO MINIMIZE FURTHER DAMAGE AND A PLAN OF ACTION FOR RESTORATION IS OBTAINED AND APPROVED BY THE ENGINEER.

29. DISINFECT ALL POTABLE WATER MAINS IN ACCORDANCE WITH AWWA C651. ALL POLYETHYLENE WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS ARE TO BE PRESSURE TESTED. SUBJECT PIPELINE TO BE TESTED TO A 4 HOUR EXPANSION PHASE PRIOR TO COMMENCING LEAKAGE TESTING. PIPELINE EXPANSION SHALL BE ACCOMPLISHED BY APPLYING HYDROSTATIC TEST PRESSURE OF 150 PSI (WATER MAINS, RECLAIMED WATER MAINS) OR 100 PSI (FORCE MAINS). IN ORDER TO COMPENSATE FOR THE INITIAL EXPANSION OF THE PIPELINE, ADD SUFFICIENT MAKE-UP WATER AT HOURLY INTERVALS TO RETURN TO THE REQUIRED TEST PRESSURE. AT THE END OF THE FOURTH HOUR, THE TEST PHASE IS TO COMMENCE.

30. CONDUCT FIELD LEAK TESTING IN ACCORDANCE WITH ASTM F2164 AS INDICATED HEREIN. THE ASTM F2164 DEFINED ONE HOUR TEST AND PASSING TEST CRITERIA (NO VISIBLE LEAKS AND THE PRESSURE IS MAINTAINED WITHIN 5% OF THE TEST PRESSURE) DOES NOT APPLY TO THIS PROJECT. THE TEST PHASE SHALL CONSIST OF A TWO HOUR PRESSURE TEST, AS REQUIRED BY THE ENGINEER. AT THE END OF THE TEST PHASE, MEASURE THE AMOUNT OF MAKEUP WATER REQUIRED TO RETURN TO THE TEST PRESSURE. THE PIPELINE PASSES THE PRESSURE TEST IF THE MAKEUP WATER REQUIRED DOES NOT EXCEED THE FOLLOWING: 6" MAINS - ALLOWABLE MAKEUP WATER IS 0.6 GAL/100 FT OF PIPELINE TESTED; 8" MAINS - ALLOWABLE MAKEUP WATER IS 1.0 GAL/100 FT OF PIPELINE TESTED; 12" MAINS - ALLOWABLE MAKEUP WATER IS 2.3 GAL/100 FT OF PIPELINE TESTED; 16" MAINS - ALLOWABLE MAKEUP WATER IS 3.3 GAL/100 FT OF PIPELINE TESTED.

31. IF ANY DEFECTS OR LEAKS ARE REVEALED, THEY SHOULD BE CORRECTED AND THE PIPELINE RETESTED AFTER A MINIMUM 24 HOUR RECUPERATION PERIOD BETWEEN TESTS. TOTAL TESTING CONDUCTED ON A SECTION OF PIPELINE SHALL NOT EXCEED 8 HOURS WITHIN A 24 HOUR PERIOD.

32. ALL APPARENT LEAKS DISCOVERED WITHIN ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE OWNER SHALL BE LOCATED AND REPAIRED BY CONTRACTOR, REGARDLESS OF THE TOTAL LINE LEAKAGE RATE.

JACKING AND BORING

1. STEEL CASING PIPE SHALL CONFORM TO ASTM A139, GRADE "B" WITH MINIMUM YIELD STRENGTH OF 35,000 PSI. INTERIOR LINING OF PIPE SHALL BE A COAL TAR LINING CONFORMING TO AWWA C203. EXTERIOR COATING OF PIPE SHALL BE MULTIPLE COATS OF HEAVY DUTY COAL TAR BASE COATING BUILT UP TO 30 MILS TOTAL DRY THICKNESS AND APPLIED IN ACCORDANCE WITH THE COATING MANUFACTURER'S RECOMMENDATIONS.

2. EACH SPACER SHALL BE 12 INCHES WIDE AND MANUFACTURED OF MINIMUM 14 GAUGE TYPE 304 STAINLESS STEEL OR 14 GAUGE STEEL WITH FUSION BONDED PVC COATING. SPACERS SHALL BE LINED WITH A 90 MIL PVC LINER. ALL NUTS AND BOLTS SHALL BE T-304 STAINLESS STEEL. EACH SPACER SHALL HAVE A MINIMUM OF 4 RUNNER SUPPORTS MANUFACTURED OF A HIGH MOLECULAR WEIGHT POLYMER PLASTIC. THE RUNNER SUPPORTS SHALL BE T304 STAINLESS STEEL, MINIMUM 10 GAUGE, OF ADEQUATE HEIGHT TO POSITION THE CARRIER PIPE IN THE CENTER OF CASING WITH A MINIMUM TOP CLEARANCE OF 0.5 INCHES.

3. ADD ON SECTIONS OF CASING PIPE SHALL BE FULL-RING WELDED TO THE PRECEDING LENGTH, DEVELOPING WATER-TIGHT TOTAL PIPE-STRENGTH JOINTS. ALL WELDING OF STEEL PIPE SHALL BE DONE BY COMPETENT, EXPERIENCED WELDERS. WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C206.

4. UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS, THE MINIMUM CASING PIPE NOMINAL DIAMETER SHALL BE BASED ON THE SIZE OF THE CARRIER PIPE NOMINAL DIAMETER AS FOLLOWS: 4" CARRIER PIPE: THE MINIMUM CASING IS 14"; 6" CARRIER PIPE: THE MINIMUM CASING IS 16"; 8" CARRIER PIPE: THE MINIMUM CASING IS 20"; 10" AND 12" CARRIER PIPE: THE MINIMUM CASING IS 24"; 14" AND 16" CARRIER PIPE: THE MINIMUM CASING IS 30"; 18" AND 20" CARRIER PIPE: THE MINIMUM CASING IS 36"; 24" CARRIER PIPE: THE MINIMUM CASING IS 42"; 30" CARRIER PIPE: THE MINIMUM CASING IS 48". CASING PIPE MINIMUM WALL THICKNESS SHALL BE AS FOLLOWS: 14" THROUGH 24" = 0.250"; 30" = 0.312"; 36" = 0.375"; 42" AND 48" = 0.500". AT RAILROAD CROSSINGS, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS, CASING PIPE WALL THICKNESS SHALL BE AS FOLLOWS: 14" = 0.250"; 16" = 0.281"; 20" = 0.344"; 24" = 0.375"; 30" = 0.469"; 36" = 0.532"; 42" = 0.625"; 48" = 0.688".

5. BORED INSTALLATIONS SHALL HAVE A HOLE DIAMETER WHICH SHALL NOT EXCEED THE O.D. OF THE CASING PIPE (INCLUDING COATING) BY MORE THAN ONE INCH. WHERE UNSTABLE SOIL CONDITIONS ARE FOUND TO EXIST, BORING OPERATIONS SHALL BE CONDUCTED IN SUCH MANNER AS NOT TO BE DETRIMENTAL TO THE FACILITY BEING CROSSED. IF EXCESSIVE VOIDS OR TOO LARGE A BORED HOLE RESULTS, OR IT IS NECESSARY TO ABANDON A BORED HOLE, PROMPT REMEDIAL MEASURES SHALL BE TAKEN BY THE CONTRACTOR, SUBJECT TO APPROVAL BY THE ENGINEER AND THE CONTROLLING AGENCY OF THE FACILITY BEING CROSSED.

6. CORRECT LINE AND GRADE SHALL BE MAINTAINED. ADD ON SECTIONS OF CASING PIPE SHALL BE FULL RING WELDED TO THE PRECEDING LENGTH, DEVELOPING WATERTIGHT TOTAL PIPE STRENGTH JOINTS. FOLLOWING PLACEMENT OF THE CARRIER PIPE, MASONRY PLUGS SHALL BE INSTALLED AT EACH OPEN END, WITH A WEEP HOLE INSTALLED NEAR THE BOTTOM OF THE PLUG.

7. UNLESS OTHERWISE SHOWN ON THE PLANS, INSTALL CASING AT MINIMUM OF 36-INCH COVER.

8. CARRIER PIPES INSIDE OF STEEL CASING PIPE SHALL BE SUPPORTED BY CASING SPACERS. CARRIER PIPE JOINTS INSIDE OF STEEL CASING PIPE SHALL BE RESTRAINED.

9. SPACERS ALONG DUCTILE IRON CARRIER PIPE SHALL BE PLACED NO MORE THAN 2 FEET FROM THE END OF THE CASING, WITH SUBSEQUENT SPACER PLACEMENT AT INTERVALS OF NO MORE THAN 10 FEET, OR AS RECOMMENDED BY THE CASING SPACER MANUFACTURER, WHICHEVER IS MORE STRINGENT.

10. SPACERS ALONG PVC CARRIER PIPE SHALL BE PLACED NEAR THE SPIGOT END OF EACH SEGMENT OF PIPE. WHEN THE JOINT IS COMPLETE, THE SPACER SHALL BE IN CONTACT WITH THE JOINT RESTRAINT ASSEMBLY SO THAT THE SPACER PUSHES THE RESTRAINT ASSEMBLY. SUBSEQUENT SPACER PLACEMENT ALONG PVC PIPE SHALL BE AT INTERVALS OF NO MORE THAN 6 FEET, OR AS RECOMMENDED BY THE CASING SPACER MANUFACTURER, WHICHEVER IS MORE STRINGENT.

11. STEEL CASING PIPE END SEALS SHALL BE AS MANUFACTURED BY ADVANCE PRODUCTS, CASCADE WATERWORKS OR CCI PIPELINE SYSTEMS. THE END SEALS SHALL ACCOMMODATE THE CARRIER PIPE.

12. THE USE OF WOOD SKIDS IN LIEU OF SPACERS IS NOT ALLOWED.

THE CARRIER MAY BE PUSHED OR PULLED (DEPENDING UPON PIPING MATERIAL, JOINT TYPE AND METHOD OF PIPE SUPPORT) INTO THE CASING AS PIPE LENGTHS ARE ASSEMBLED. THE CARRIER SHALL BE ADEQUATELY BLOCKED ALL AROUND TO PREVENT ANY MOVEMENT AND TO ATTAIN THE SPECIFIED GRADE FOR GRAVITY LINES. THE PROPOSED METHOD OF CARRIER PIPE INSTALLATION SHALL BE APPROVED BY THE ENGINEER PRIOR TO STARTING THE CROSSING.

PRECAST STRUCTURES AND ACCESSORIES

1. ALL MANHOLES SHALL BE PRECAST CONSTRUCTION. THE MINIMUM SIZE DIAMETER OF MANHOLES SHALL BE 48" FOR SEWER LINES 21" IN DIAMETER OR LESS. INTEGRALLY CAST STEPS WITHIN PRECAST STRUCTURES ARE NOT ALLOWED.

2. BASES SHALL BE ONE-PIECE PRECAST BASE SECTIONS CONSISTING OF INTEGRALLY CAST SLAB, BOTTOM RING SECTION AND CONCRETE FLOW CHANNELS. BASE SECTIONS SHALL HAVE INTEGRAL INVERTS WITH GASKETS TO MATCH THE PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL INVERT ANGLES. PROVIDE OUTLET STUBS WITH JOINTS TO MATCH THE PIPE.

3. RISERS

PROPOSED PAVEMENT LEGEND

- SIDEWALK: PER DETAIL SHEET C5.0
- ARCHITECTURAL CONCRETE, SEE ARCH. PLANS
- HEAVY DUTY CONCRETE: PER DETAIL SHEET C5.0
- HEAVY DUTY PAVEMENT: PER DETAIL SHEET C5.0
- STANDARD DUTY ASPHALT PAVEMENT: PER DETAIL SHEET C5.0
- (10) PARKING SPACE COUNT
- CC CART CORRAL
- TRANSFORMER

SITE DATA INFORMATION

ZONING INFORMATION

ZONING: PUD
PROPOSED USE: COMMERCIAL

BUILDING HEIGHT: 25 FT. (MAX.)

SETBACKS:	REQUIRED	PROPOSED
	22 FT. FROM CLARCONA OCOEE RD	22'
	10 FT. FROM N. LAKEWOOD AVE	19'
	5 FT. FROM CONTIGUOUS PROPERTY NOT WITHIN THE PROPERTY	5'
	20 FT FROM BANYAN COVE BLVD	20'

LAND COVERAGE SUMMARY

IMPERVIOUS AREA - BUILDINGS AND FUEL STATION CANOPY:	62,144 S.F.	(1.43 AC.)	- 17.8% OF SITE
IMPERVIOUS AREA - PARKING/SIDEWALKS:	181,788.6 S.F.	(4.17 AC.)	- 52.3% OF SITE
TOTAL IMPERVIOUS AREA:	243,932.6 S.F.	(5.60 AC.)	- 70.1% ~ 70% OF SITE
PERVIOUS AREA/OPEN AREA:	103,932.4 S.F.	(2.39 AC.)	- 29.9% ~ 30% OF SITE
TOTAL SITE AREA:	347,865 S.F.	(7.99 AC.)	- 100.00% OF SITE

BUILDING INFORMATION

GROCERY BUILDING:	48,585 SF (APPROX.)
FUEL STATION C-STORE:	1,618 S.F. (APPROX.)
FUEL STATION CANOPY:	6,400 S.F. (APPROX.)
TOTAL:	56,603 S.F. (APPROX.)

PARKING INFORMATION

SECTION 4.2 INTERCHANGE VILLAGE PARKING REQUIREMENTS:

PARKING REQUIRED:

RETAIL (COMMERCIAL OR GENERAL RETAIL INDEPENDENTLY LOCATED): 48,585 S.F. / 333 = 146 SPACES
FUEL STATION C-STORE (COMMERCIAL OR GENERAL RETAIL INDEPENDENTLY LOCATED): 1,618 S.F. / 333 = 5 SPACES
TOTAL REQUIRED = 151 PARKING SPACES

PARKING PROVIDED: 222

RETAIL:

9.5 FT. X 20 FT SPACES =	187
12 FT. X 20 FT PICKUP SPACES =	17
12 FT. X 20 FT ADA SPACES =	8
SUBTOTAL =	212 PARKING SPACES**

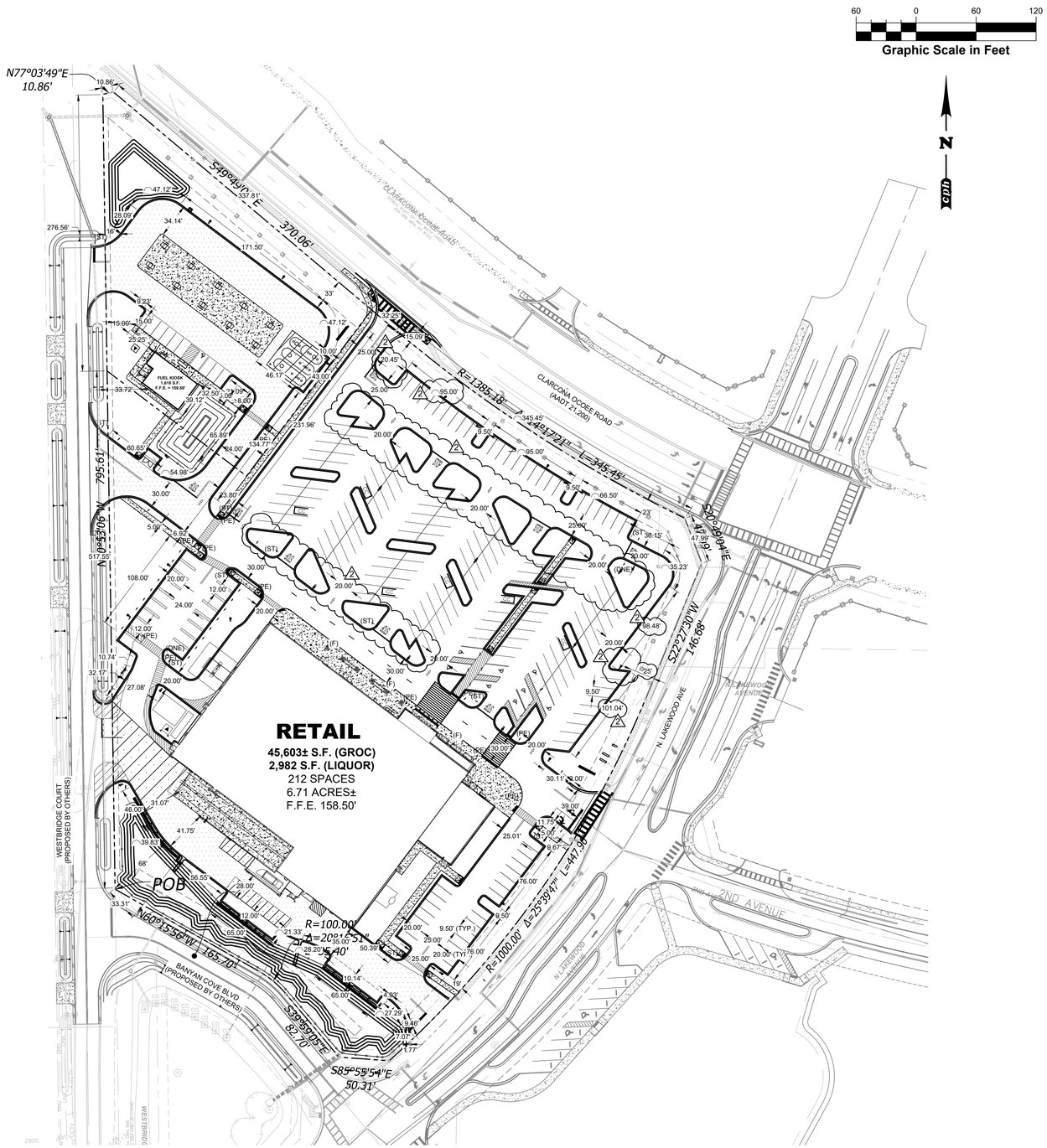
**EXCLUDES 6 SPACES UTILIZED BY CART CORRALS

FUEL STATION:

9.5 FT. X 18 FT SPACES =	9
12 FT X 18 FT ADA SPACES =	1
SUBTOTAL =	10

RETAIL PARKING:

4.01 SPACES PER 1,000 SF OF PROTO BUILDING AREA (48,585 SF) + 17 PICKUP SPACES = 212 SPACES
FUEL STATION: 6.18 SPACES PER 1,000 SF (1,618 S.F.) = 10 SPACES
MEDIAN AGE: 35.1 (ASSUMED)



NOTE:
1. ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.
2. CONSTRUCTION OF WESTBRIDGE COURT AND BANYON COVE BLVD DONE BY OTHERS.

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JOSHUA D. LOCKHART
FL. PE NO. 84611

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No.	Date	Revision
2	07/29/2025	PER CITY OF OCOEE COMMENTS
1		

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

OVERALL SITE PLAN

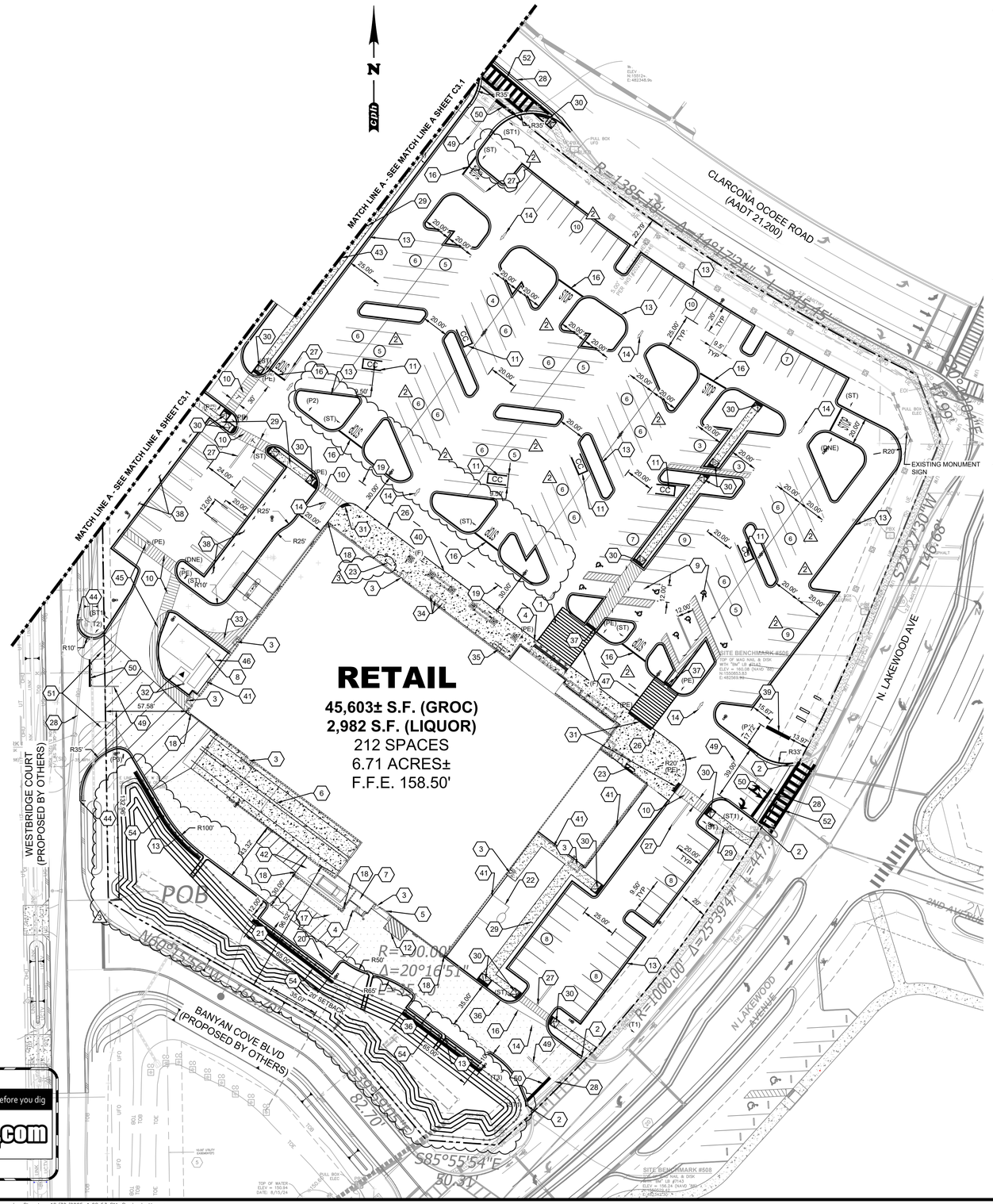
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C1.1

J:\W131430\Civil\DWG_Current_Plan_Set\W131430 – Overall Site Plan.dwg, 12/30/2025 4:28:37 PM, Benjamin Hansen,

Graphic Scale in Feet
40 0 40 80



RETAIL

45,603± S.F. (GROC)
2,982 S.F. (LIQUOR)
212 SPACES
6.71 ACRES±
F.F.E. 158.50'

PROPOSED LEGEND

- PROPERTY LINE
- PROPOSED BUFFER LINE
- GUIDE RAIL
- FENCE (AS NOTED ON PLAN)
- (10) PARKING SPACE COUNT
- CC CART CORRAL (TYP.)
- TRANSFORMER
- HANDICAP RAMP 1:12 SLOPE (MAX)
- UTILITY POLE
- SITE LIGHTING

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

- SIDEWALK: PER DETAIL SHEET C5.0
- ARCHITECTURAL CONCRETE, SEE ARCH. PLANS
- HEAVY DUTY CONCRETE: PER DETAIL SHEET C5.0
- HEAVY DUTY PAVEMENT: PER DETAIL SHEET C5.0
- STANDARD DUTY ASPHALT PAVEMENT: PER DETAIL SHEET C5.0

SIGN LEGEND

(DNE)	DO NOT ENTER (R5-1)
(F)	NO PARKING - FIRE LANE (R7-94)
(ST)	STOP (R1-1) (30")
(P1)	PICK UP SIGN (ARROW STRAIGHT)
(P2)	PICK UP SIGN (ARROW LEFT)
(P3)	PICK UP SIGN (ARROW RIGHT)
(T1)	TRUCK ENTRY SIGN (ARROW LEFT)
(T2)	TRUCK EXIT SIGN (ARROW LEFT)
(T3)	TRUCK EXIT SIGN (ARROW RIGHT)
(T4)	TRUCK ENTRY SIGN (ARROW STRAIGHT)
(PE)	STOP HERE FOR PEDESTRIANS (SEE DETAIL SHEET C5.3)
(ST1)	STOP (R1-1) (36")

LIGHTING NOTES:
1. SEE SHEET PH-1 FOR SPACING DIMENSIONS OF LIGHT POLES.
2. REFER TO ARCH. PLANS FOR SITE LIGHTING ELECTRICAL PLAN.

NOTE:
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2. CONSTRUCTION OF WESTBRIDGE COURT AND BANYON COVE BLVD DONE BY OTHERS.
3. ALL STRIPING IN THE RIGHT OF WAY MUST BE THERMOPLASTIC PAINT.

SITE LEGEND

1. CROSSWALK MARKINGS AT GROCERY VESTIBULE ENTRY. 6" WIDE PAINTED WHITE STRIPING PARALLEL TO DIRECTION OF TRAFFIC AT 2'-0" O.C. AND (1)-8" WHITE STRIPE PERPENDICULAR ON BOTH ENDS UNLESS NOTED OTHERWISE. SEE SITE PLAN FOR DIMENSIONS.
2. CURB TIE IN TO EXISTING CURB
3. EXIT PORCH. SEE ARCHITECTURAL PLANS FOR EXACT SIZE, LOCATION FOR STOOPS, STAIRS AND/OR RAMPS THAT MAY BE REQUIRED. RAMP PAVEMENT FLUSH WITH THE TOP OF STOOP.
4. 6"Ø PIPE BOLLARD TYPICAL UNLESS OTHERWISE NOTED. REFER TO ARCH. PLANS.
5. AT GRADE OVERHEAD DOOR LOCATION. SEE ARCHITECTURAL PLANS FOR EXACT SIZE AND LOCATION FOR COORDINATION WITH CIVIL PLANS.
6. 4" WIDE x 130' LONG YELLOW PAINTED TRUCK ALIGNMENT STRIPES TYPICAL.
7. CONCRETE COMPACTOR PAD AND HEAVY DUTY PAD "LANDING AREA" (ORIENT FOR TRUCK LOADING). REFER TO ARCHITECTURAL PLAN FOR EXACT LOCATION AND SLOPE.
8. CONCRETE TRANSFORMER PAD. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER FOR DETAILS.
9. ACCESSIBLE PARKING SPACE. PER FDOT INDEX NO. 711-001 AND SIGNAGE PER FDOT INDEX NO. 700-102 TYPICAL. SEE DETAIL SHEET C5.2
10. 5' PEDESTRIAN CROSSWALK TYPICAL UNLESS OTHERWISE NOTED. SEE DETAIL SHEET C5.2.
11. CART CORRAL (TYP.). SEE DETAIL SHEET C5.3.
12. 10' X 15' STRIPED AREA PAINTED SSYL/4" AT 45° @ 2'-0" O.C. AT JIB CRANE LOCATION. SEE ARCH. PLANS.
13. 18" CONCRETE CURB AND GUTTER TYPICAL. SEE DETAIL SHEET C5.0.
14. ARROW PAVEMENT MARKINGS TYPICAL. SEE TYPE INDICATED AT SYMBOL. SEE DETAIL SHEET C5.1.
15. PROPOSED FLAG POLE WITH GROUND LIGHT, SEE ARCH PLANS FOR DETAILS.
16. STOP BAR. SEE DETAIL SHEET C5.1.
17. 6'x6' PAINTED STRIPED AREA CENTERED ON SIPHONIC BREAK STORM MANHOLE. 4" PAINTED SOLID TRAFFIC YELLOW STRIPES 18" O.C. @ 45°. SEE DETAIL SHEET C5.4.
18. ISOLATION JOINT TYPICAL AT FIXED STRUCTURES (BUILDINGS, RETAINING WALLS/DOCK WALLS, DROP INLETS, MANHOLES, LIGHT POLE BASES AND BOLLARDS). SEE DETAIL SHEET C5.0.
19. 6' LONG YELLOW STRIPE WITH 18' GAPS - TYPICAL, SEE SHEET C5.2.
20. BALE AND PALLET RECYCLE AREA (45' X 12') WITH 6" WHITE SKIP, SEE ARCH PLANS.
21. ORGANIC CONTAINER AREA (20' X 12') WITH 6" WHITE SKIP, SEE ARCH PLANS.
22. 1,500 GAL. GREASE INTERCEPTOR, SEE ARCH/MEP PLANS FOR SPECIFICATIONS.
23. (2) PROPOSED BIKE RACKS, TOTAL CAPACITY OF 14 BICYCLES.
24. SIPHONIC MANHOLE, SEE DETAIL SHEET C5.4.
25. 36' X 38' CONCRETE PAD AT PHARMACY DRIVE THRU, SEE ARCH. PLANS FOR DETAILS.
26. FLUSH PAVEMENT AND SIDEWALK AREA.
27. PROPOSED DYSL / 4" (LINES TO BE EXTENDED FROM THE STOP BAR OR CROSSWALK).
28. NEATLY SAWCUT AND CONSTRUCT SMOOTH TRANSITION TO EXISTING CURB AND PAVEMENT.
29. PROPOSED 5" SIDEWALK, 5% MAX. LONGITUDINAL SLOPE, 2% MAX. CROSS SLOPE. SEE DETAIL SHEET C5.0
30. PROPOSED HANDICAP RAMP 1:12 MAX. SLOPE WITH 2' DEEP DETECTABLE WARNINGS, PER FDOT INDEX 522-002.
31. CONCRETE SIDEWALK / DETECTABLE WARNING SURFACES, SEE ARCH. PLAN FOR SPECIFICATION AND DETAILS.
32. 6"Ø PIPE BOLLARD UNLESS OTHERWISE NOTED. SEE DETAIL SHEET.
33. PROPOSED SYSL / 4" @45° 2' - O.C.
34. PROPANE EXCHANGE CAGES
35. VENDING MACHINE. TYP OF 3. REF. ARCH PLANS
36. LIQUOR BOX LOADING ZONE.
37. PROPOSED 2' DEEP DETECTABLE WARNINGS, PER FDOT INDEX 522-002.
38. NEW PICKUP PARKING SPACE SIGNS "STALL DESIGNATION SIGN", "CALL IN SIGN" AND "LARGE LOGO SIGN" (TYP).
39. PROPOSED MONUMENT SIGN LOCATION. REFER TO ARCH. PLANS.
40. PROPOSED FIRE LANE MARKING, SEE SHEET C5.1 FOR DETAIL.
41. PROPOSED CONCRETE RODENT BARRIER, SEE ARCH PLANS FOR DETAILS.
42. 16' X 42' CONCRETE COMPACTOR PAD AND 16' X 35' HEAVY DUTY "LANDING AREA". REF ARCH PLAN FOR EXACT LOCATION AND SLOPE.
43. ACCESSIBLE SITE ARRIVAL POINT.
44. CURB TRANSITION, NOSEDOWN TO PAVEMENT.
45. ASSOCIATE PATH TO SERVICE OPD STALLS. AREA STRIPED AT SSYL/4" AT 45° AT 2'-0" O.C.
46. SWITCHBOARD LOCATION TO COORDINATE WITH ARCH.
47. 6" CONCRETE CROSSWALK TRANSVERSE
48. PROPOSED VERTICAL CURB. SEE DETAIL SHEET C5.0
49. PROPOSED DYSL / (THERMO) 6"PER FDOT INDEX NO. 711-001.
50. PROPOSED 24" THERMO STOP BAR PER FDOT INDEX NO. 711.001.
51. ENDCAP ISLANDS OR DIRECTIONAL ISLANDS OVER 500 SF. IN AREA WILL HAVE INFILL STRIPING AT 5' CENTER TO CENTER.
52. SPECIAL EMPHASIS CROSSWALK PER FDOT 711-001
53. OFF SITE SIDEWALK AND SIDEWALK RAMP WITH DETECTABLE WARNING PER FDOT STANDARD INDEX 522-001 AND 522-002, RESPECTIVELY.
54. GRAVITY WALL

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JOSHUA D. LOCKHART
FL. PE. NO. 74611

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No.	Date	Revision
1	12/30/25	PER CITY OF OCOEE COMMENTS
2	07/29/25	PER CITY OF OCOEE COMMENTS
3	04/03/25	PER CITY OF OCOEE COMMENTS

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/06/2025
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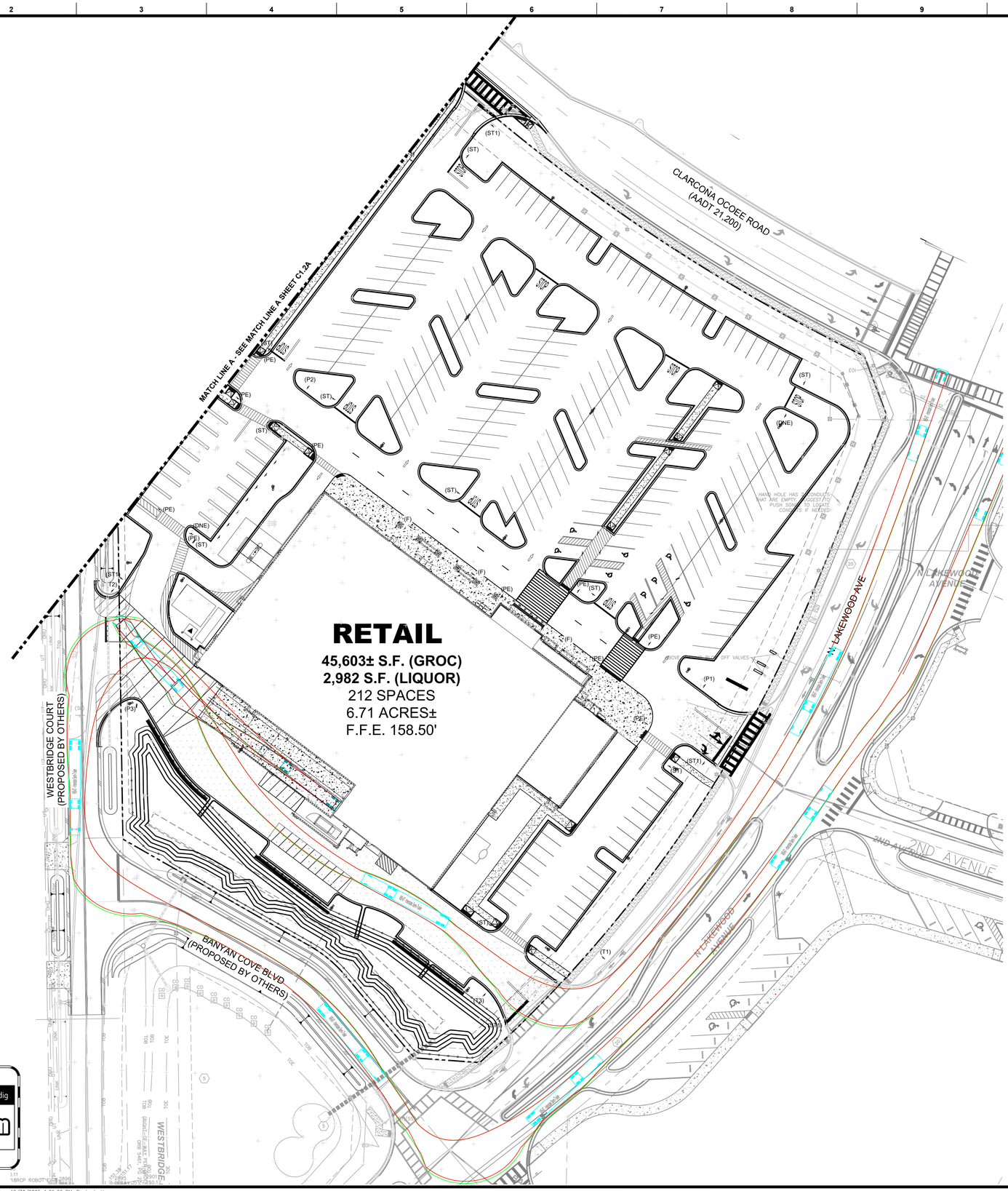
SITE DIMENSION PLAN

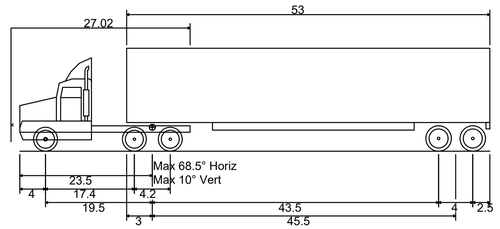
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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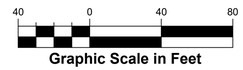
J:\W131430\Civil\DWG_Current_Plan_Set\W131430 - Site Dimension Plan.dwg, 12/30/2025 4:28:53 PM, Benjamin Hansen,





WB-67 - Interstate Semi-Trailer

Overall Length	73.5000ft
Overall Width	8.500ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	45.000ft



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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Job No.: W131430
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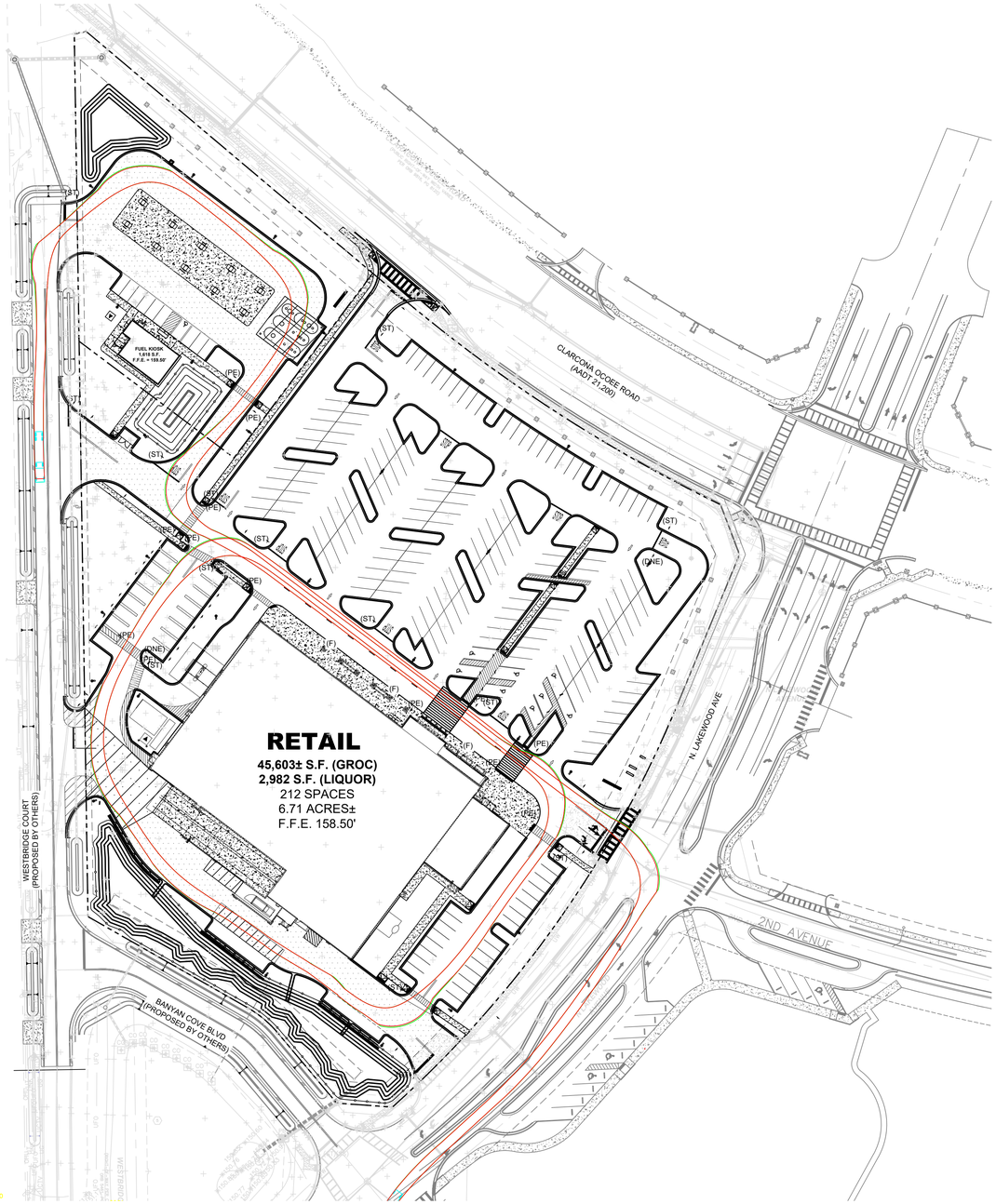
DELIVERY TRUCK TURN

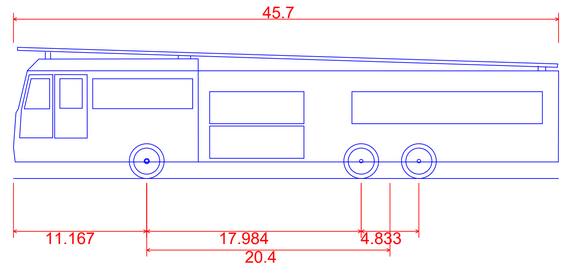
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No.
C1.2A

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Orange County Platform Fire Truck	
Overall Length	45.700ft
Overall Width	8.333ft
Overall Body Height	11.000ft
Min Body Ground Clearance	1.393ft
Track Width	8.333ft
Lock-to-lock time	6.00s
Max Wheel Angle	42.90°

40 0 40 80
Graphic Scale in Feet

N
GRID

NOTE:
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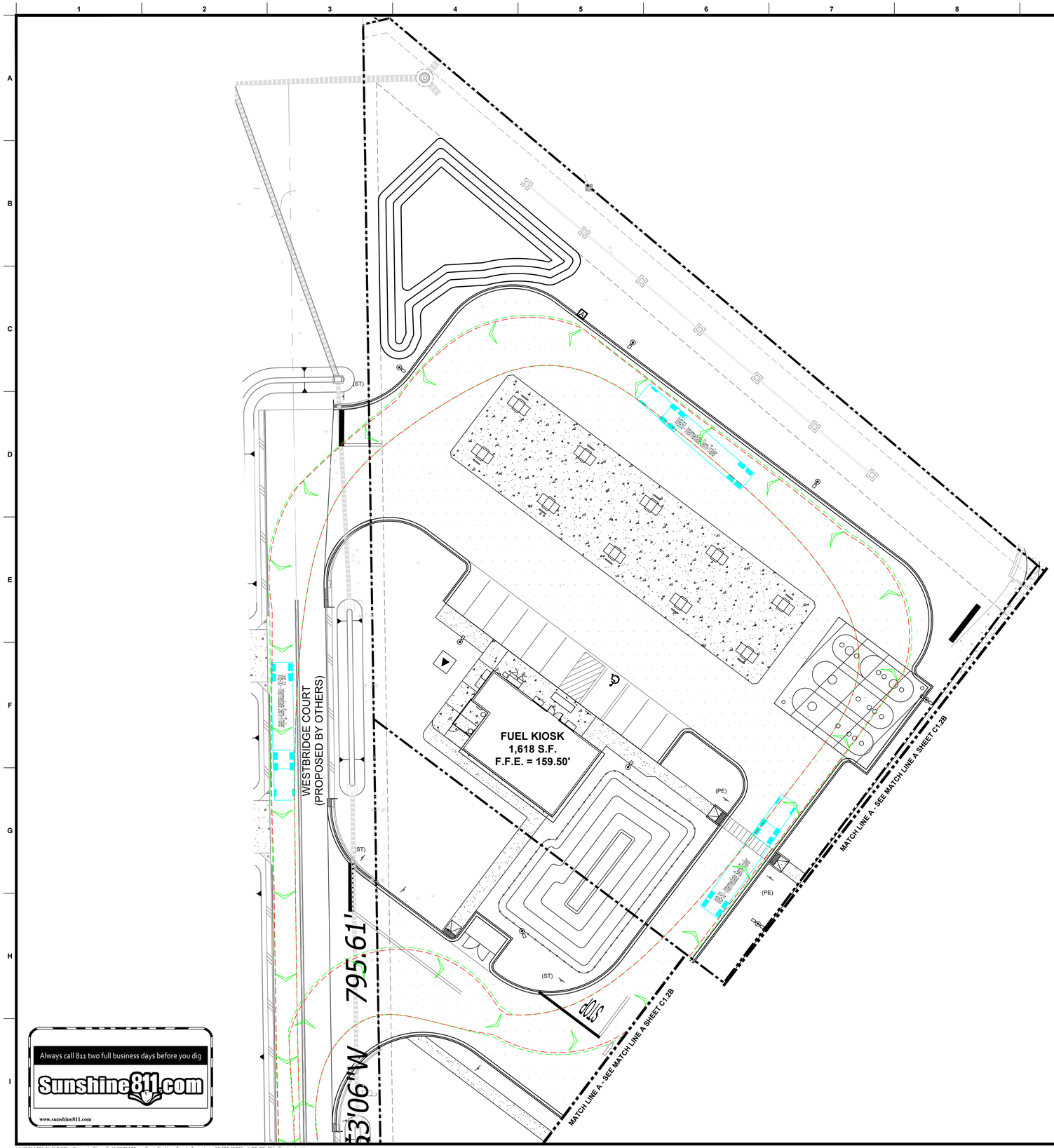
FIRE TRUCK TURN

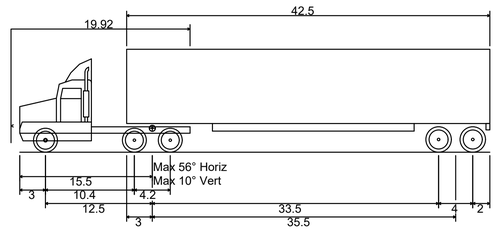
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No.
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J:\W131430\Civil\DWG_Current_Plan_Set\W131430 – Delivery Truck Turn.dwg, 12/30/2025 4:29:14 PM, Benjamin Hansen,





WB-50 - Intermediate Semi-Trailer

Overall Length	55.000ft
Overall Width	8.500ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	45.000ft

20 0 20 40

Graphic Scale in Feet

N

NOTE:
1. ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.
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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. 74611

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

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

FUEL STATION TRUCK TURN

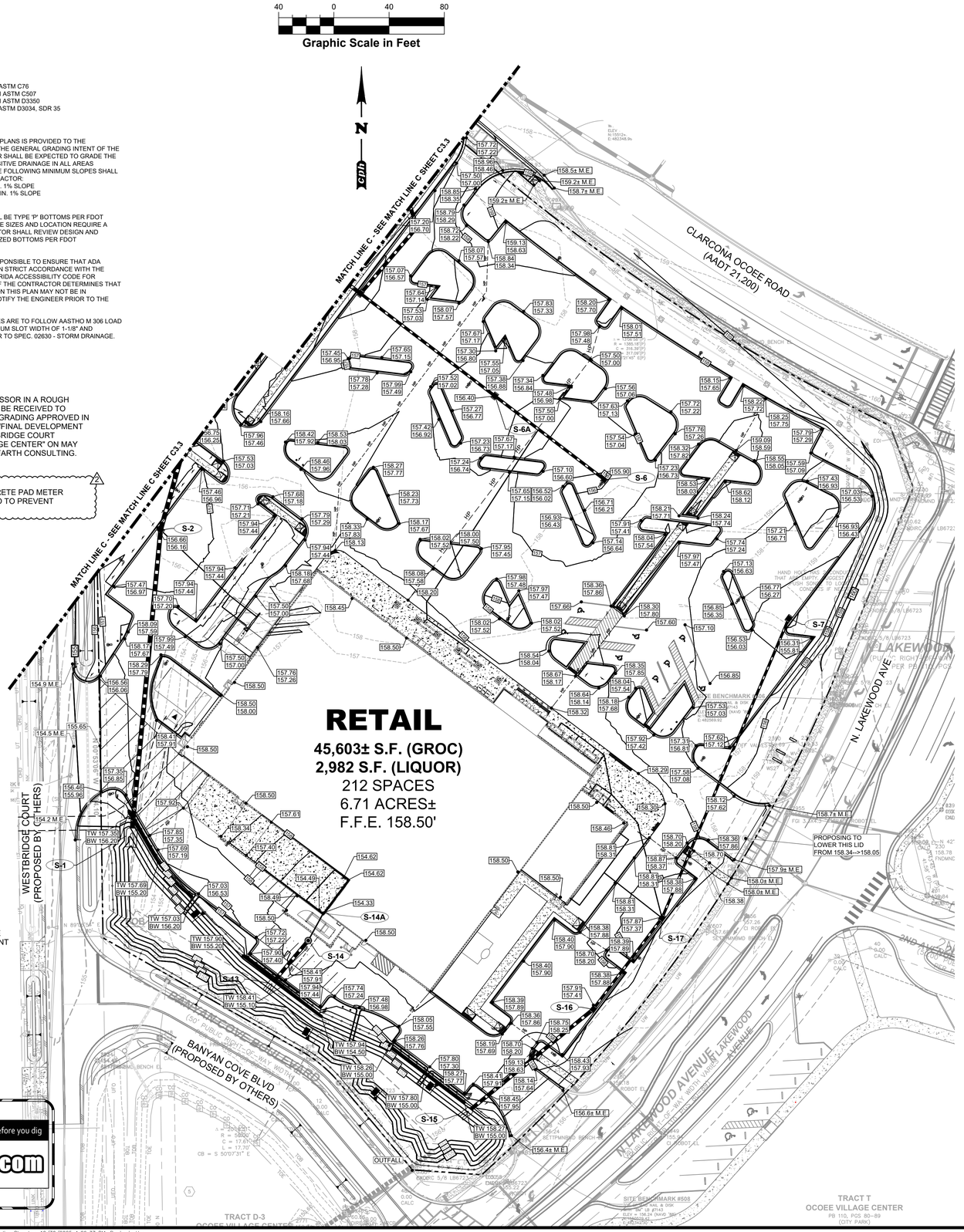
NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C1.2C

J:\W131430\Civil\DWG_Current_Plan_Set\W131430 - Fuel Station Truck Turn.dwg, 12/30/2025 4:29:28 PM, Benjamin Hansen,



PIPE MATERIALS:

STORMWATER PIPE

RCP PIPE SHALL COMPLY WITH ASTM C76
ERCP PIPE SHALL COMPLY WITH ASTM C507
HDPE PIPE SHALL COMPLY WITH ASTM D3350
PVC PIPE SHALL COMPLY WITH ASTM D3034, SDR 35

NOTES:

1. GRADING SHOWN ON THESE PLANS IS PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL BE EXPECTED TO GRADE THE ENTIRE SITE TO ENSURE POSITIVE DRAINAGE IN ALL AREAS THROUGHOUT THE SITE. THE FOLLOWING MINIMUM SLOPES SHALL BE PROVIDED BY THE CONTRACTOR:
   a. ASPHALT PAVEMENT: MIN. 1% SLOPE
   b. CONCRETE PAVEMENT: MIN. 1% SLOPE
   c. GUTTERS: MIN 0.5%
2. STRUCTURE BOTTOMS SHALL BE TYPE 'P' BOTTOMS PER FDOT REQUIREMENTS, UNLESS PIPE SIZES AND LOCATION REQUIRE A TYPE 'J' BOTTOM. CONTRACTOR SHALL REVIEW DESIGN AND PROVIDE APPROPRIATELY SIZED BOTTOMS PER FDOT REQUIREMENTS.
3. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ADA AREAS ARE CONSTRUCTED IN STRICT ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. IF THE CONTRACTOR DETERMINES THAT ANY INFORMATION SHOWN ON THIS PLAN MAY NOT BE IN COMPLIANCE THEY SHALL NOTIFY THE ENGINEER PRIOR TO THE WORK BEING COMPLETED.
4. ALL PROPOSED INLET GRATES ARE TO FOLLOW AASTHO M 306 LOAD RATING OF H-20, WITH MAXIMUM SLOT WIDTH OF 1-1/8" AND MINIMUM WIDTH OF 1". REFER TO SPEC. 02630 - STORM DRAINAGE.

NOTE:
SITE TO BE RECEIVED FROM LESSOR IN A ROUGH GRADED CONDITION. SITE WILL BE RECEIVED TO SUBGRADE ELEVATION ±0.1 FT GRADING APPROVED IN CITY APPROVED "PRELIMINARY/FINAL DEVELOPMENT PLANS. BANYAN COVE & WESTBRIDGE COURT REALIGNMENT @ OCOEE VILLAGE CENTER" ON MAY 16, 2025 COMPLETED BY WOHLFARTH CONSULTING.

NOTE: 2
THE AREA AROUND THE CONCRETE PAD METER ASSEMBLIES SHALL BE GRADED TO PREVENT PONDING AND WASHOUT.

LEGEND

- PROPERTY LINE
- BUFFER LINE
- CONTOUR ELEVATION
- HP HIGH POINT
- STORM PIPE
- RIPRAP - GROUTED
- XX.XX TOP OF CURB ELEV. / XX.XX PAVEMENT ELEV.
- XX.XX PAVEMENT ELEV.
- DIRECTION OF FLOW
- HANDICAP RAMP 1:12 SLOPE (MAX)
- STORM / SANITARY MANHOLE
- DITCH BOTTOM INLET
- MITERED END SECTION

STORM DRAINAGE STRUCTURE TABLE

STRUCTURE NUMBER	LOCATION	DESCRIPTION	FLOW LINE ELEVATIONS	RIM/TOP ELEVATION
S-1	N. 1550756.95 E. 482067.28	MES, FDOT 430-021	152.00 N	155.33
S-2	N. 1550076.52 E. 482088.15	TYPE F INLET, FDOT 425-053	152.45 S 152.45 N 155.04 SE	156.21
S-3	N. 1551048.01 E. 482108.26	TYPE F INLET, FDOT 425-053	152.59 S 152.60 N	156.26
S-4	N. 1551165.50 E. 482209.40	TYPE F INLET, FDOT 425-053	152.90 W 152.91 SE	157.22
S-5	N. 1551147.92 E. 482232.93	TYPE F INLET, FDOT 425-053	152.96 NW 152.96 SE 153.06 NE	155.65
S-6	N. 1551013.04 E. 482409.57	TYPE F INLET, FDOT 425-053	153.41 NW	155.90
S-6A	N. 1551073.69 E. 482330.15	TYPE F INLET, FDOT 425-053	153.21 NW 153.21 SE	156.40
S-7	N. 1550912.35 E. 482543.09	TYPE F INLET, FDOT 425-053	152.87 SW	155.47
S-8	N. 1551196.00 E. 482273.83	MANHOLE, FDOT 425-001	153.25 SW 153.25 N	156.51
S-13	N. 1550647.58 E. 482168.76	MES, FDOT 430-021	152.00 NE	154.25
S-14	N. 1550678.90 E. 482195.07	MANHOLE, FDOT 425-001	152.16 SW 152.16 NE	159.90
S-14A	N. 1550698.60 E. 482205.93	TRUCK WELL WITH SUMP PUMP	152.35 SW	156.10
S-15	N. 1550555.19 E. 482311.12	MES, FDOT 430-021	152.00 NE	154.25
S-16	N. 1550629.15 E. 482401.52	TYPE F INLET, FDOT 425-053	152.23 SW 152.23 NE	157.35
S-17	N. 1550695.23 E. 482451.31	TYPE F INLET, FDOT 425-053	152.40 SW 152.40 NE	157.34

STORM PIPE SCHEDULE

NO.	LENGTH	SIZE	SLOPE
S-1 TO S-2	217'	30 in. RCP	0.20%
S-2 TO S-3	72'	30 in. RCP	0.20%
S-4 TO S-5	27'	24 in. RCP	0.20%
S-5 TO S-6A	120'	18 in. RCP	0.20%
S-5 TO S-8	60'	24 in. RCP	0.29%
S-6A TO S-6	98'	18 in. RCP	0.20%
S-7 TO S-17	232'	15 in. RCP	0.20%
S-8 TO S-9	49'	24 in. RCP	0.13%
S-13 TO S-14	37'	24 in. RCP	0.39%
S-14A TO S-14	22'	6.0 in. PVC	0.84%
S-15 TO S-16	113'	24 in. RCP	0.20%
S-16 TO S-17	79'	18 in. RCP	0.20%

NOTE:
RECOMMENDATION BELOW FROM UES PROJECT NO. 0795.2400085.0000 GEOTECHNICAL REPORT NO. 2104240 UES PROFESSIONAL SOLUTIONS LLC COMPLETED ON 11-26-2024. COMPLETED BY ZACHARY W. ADAMS P.E

1. **FOUNDATION DESIGN RECOMMENDATIONS**
   BASED ON THE RESULTS OF THE SOIL BORINGS, THE NEAR SURFACE SOILS WITHIN THE PROPOSED BUILDING AREAS APPEAR TO BE LOOSE TO VERY DENSE SANDS [SP, SP-SM] TO A DEPTH OF 20 FEET BELOW EXISTING SITE GRADES.
   IT IS OUR OPINION THAT THE PROPOSED STRUCTURES CAN BE SUPPORTED ON PROPERLY DESIGNED AND CONSTRUCTED SHALLOW FOUNDATION SYSTEMS. PROVIDED THAT THE SITE PREPARATION RECOMMENDATIONS OUTLINED IN THIS REPORT ARE FOLLOWED, AND ANY LOOSE SURFICIAL SOILS ARE PROPERLY DENSIFIED, THE PARAMETERS OUTLINED BELOW MAY BE USED FOR FOUNDATION DESIGN.

FLOOR SLABS
THE FLOOR SLAB RECOMMENDATIONS ARE PREDICATED UPON THE UNDERSTANDING THAT RETAIL STRUCTURES HAVE EXPOSED CONCRETE FLOOR SLABS THROUGHOUT. THE FLOOR SLAB CAN BE CONSTRUCTED AS A SLAB-ON-GRADE PROVIDED THE SUBSEQUENT LIFTS OF STRUCTURAL BACKFILL ARE COMPACTED AND TESTED IN ACCORDANCE WITH THE RECOMMENDATIONS INCLUDED IN THIS REPORT. THE FLOOR SLAB CAN BE DESIGNED USING A SUBGRADE REACTION MODULUS OF 150 POUNDS PER CUBIC INCH FOR SLABS FOUNDED ON THE RETAIL REQUIRED MINIMUM 4 INCH AGGREGATE BASE AND WELL COMPACTED SUBGRADE. THEREFORE, THERE IS NO COST PREMIUM TO ATTAIN THE RECOMMENDED SUBGRADE MODULUS. THE RETAIL GEOTECHNICAL REQUIREMENTS PREFER THE USE OF A CAPILLARY BREAK CONSISTING OF FREEDRAINING AGGREGATE. THE SPECIFICATIONS FURTHER ALLOW USE OF A PLASTIC VAPOR BARRIER IF JUSTIFIED BY SITE CONDITIONS OR REQUIRED BY LOCAL BUILDING CODES. IN ADDRESSING THE REQUIREMENTS OUTLINED IN THE CURRENT RETAIL "GEOTECHNICAL INVESTIGATION SPECIFICATIONS AND REPORT REQUIREMENTS" THE FLORIDA BUILDING CODE DOES REQUIRE THE USE OF VAPOR BARRIERS BENEATH FLOOR SLABS. TYPICALLY, POLYETHYLENE PLASTIC SHEETS ARE USED IN FLORIDA TO REDUCE FLOOR DAMPNESS AND MINIMIZE MOISTURE EMISSIONS THROUGH FLOOR SLABS. IN CONFORMANCE WITH THE FLORIDA BUILDING CODE, WE RECOMMEND THE USE OF A VAPOR BARRIER BENEATH THE FLOOR SLAB. RETAIL NEIGHBORHOOD MARKET UES PROJECT NO. 0795.2400085.000

THE "VAPOR BARRIER" SHOULD CONSIST OF A POLYVINYL CHLORIDE OR POLYETHYLENE PLASTIC SHEET OR MEMBRANE (MINIMUM 15 MIL THICKNESS MEETING ASTM E1745, CLASS 'A' REQUIREMENTS). THE PERFORMANCE OF THE "VAPOR BARRIER" IS ULTIMATELY DEPENDENT UPON ITS PROPER INSTALLATION, INCLUDING LAPPING AND SEALING PLUS REPAIR OF TEARS AND PUNCTURES PRIOR TO PLACEMENT OF CONCRETE. THE VAPOR BARRIER SHOULD BE PLACED IMMEDIATELY BENEATH THE CONCRETE SLAB ATOP 4 INCHES OF COMPACTED AGGREGATE BASE. UES RECOMMENDS THE AGGREGATE BASE MATERIAL BE CONSTRUCTED ON A COMPACTED SUBGRADE FILL IN ACCORDANCE WITH THE FOUNDATION SUBSURFACE PREPARATION NOTE INCLUDED IN THIS REPORT

NOTE:
1. ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.
2. CONSTRUCTION OF WESTBRIDGE COURT AND BANYAN COVE BLVD DONE BY OTHERS.

cph
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FL. REG. NO. 74611

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No.	Date	Revision
2	07/29/2025	PER CITY OF OCOEE COMMENTS
1	04/03/2025	PER CITY OF OCOEE COMMENTS

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

SITE GRADING PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C1.3

J:\W131430\CIVil\DWG_Current_Plan_Set\W131430 - Site Grading Plan.dwg, 12/30/2025 4:29:37 PM, Benjamin Hansen,

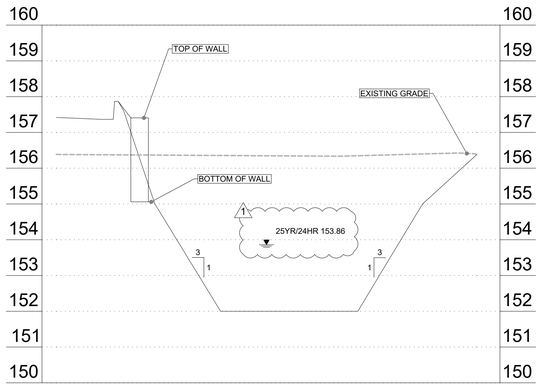
RETAIL

45,603± S.F. (GROC)
2,982 S.F. (LIQUOR)
212 SPACES
6.71 ACRES±
F.F.E. 158.50'

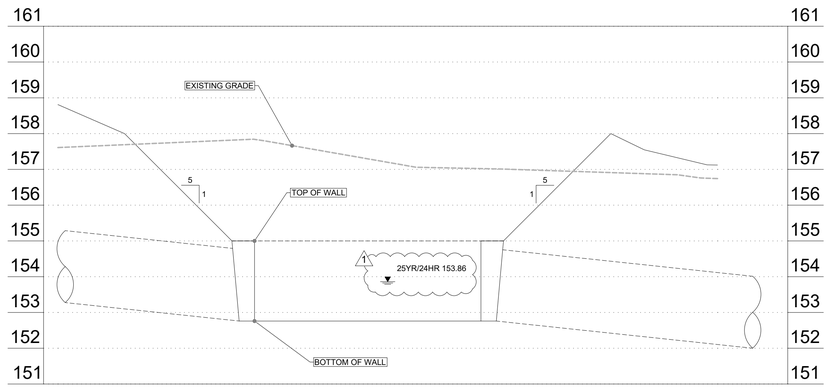
FUEL KIOSK
1,618 S.F.
F.F.E. = 159.50'

30 0 30 60
Graphic Scale in Feet

20 0 20 40
Graphic Scale in Feet



SCALE: 1" = 40' HORZ
1" = 8' VERT



SCALE: 1" = 40' HORZ
1" = 8' VERT

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Designed: M. LOMELI
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Job No.: W131430
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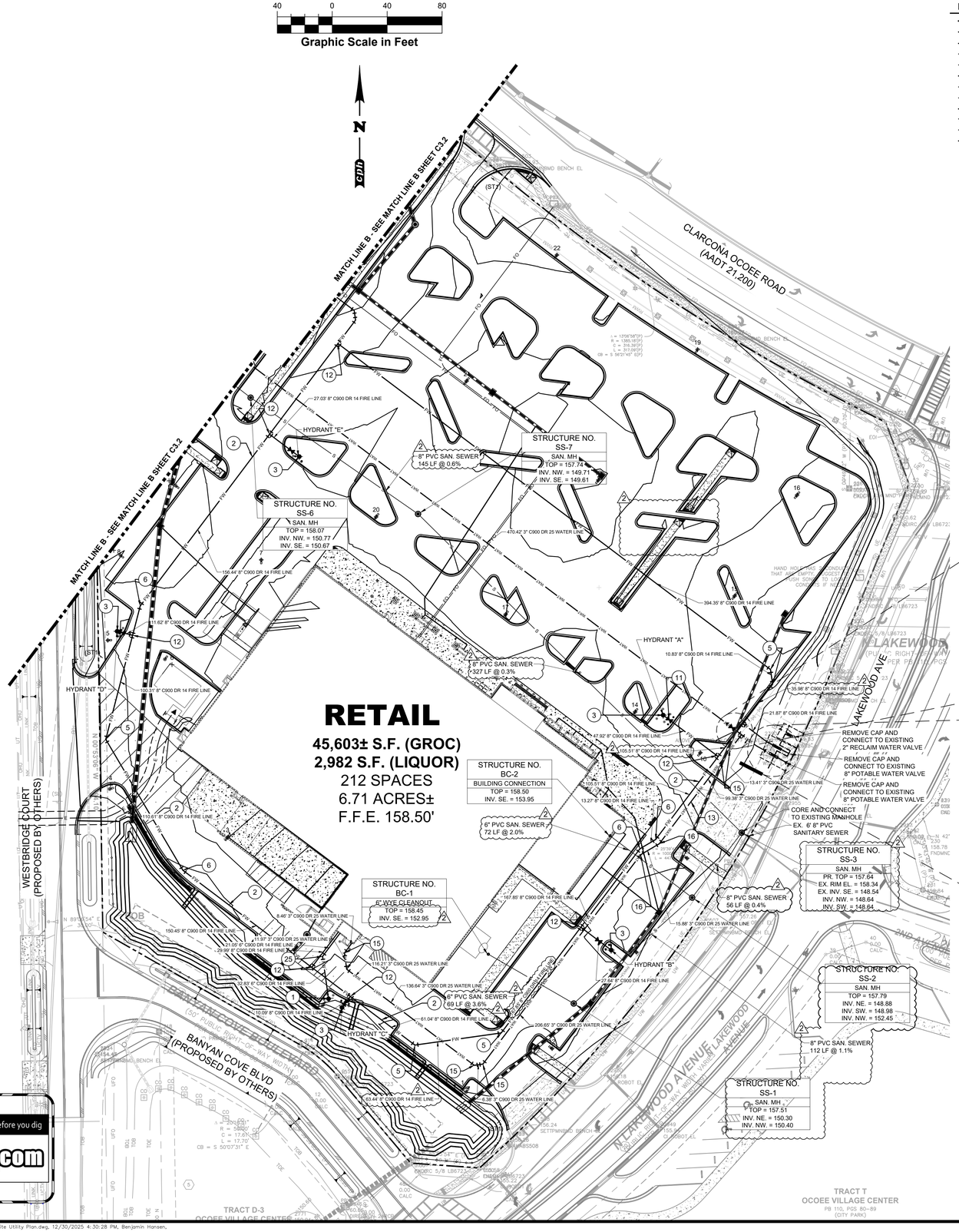
POND PROFILES

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C1.3A

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LEGEND

- PROPERTY LINE
- EASEMENT LINE
- OWNERSHIP LINE
- E — ELECTRIC LINE
- FO — FIBER OPTIC
- FW — FIRE WATER
- FM — FORCE MAIN
- G — GAS LINE
- S — SANITARY SEWER
- TS — TAMPER SWITCH
- T — TELEPHONE LINE
- W — WATER MAIN
- C.O. — CLEAN OUT
- D.S. — DOWN SPOUT
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER LINE FITTINGS
- GATE VALVE
- REDUCER
- PC1 — PIPE CROSSING
- 15 — SITE LIGHTING AND LOCATION POINT
- 2/F — PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0028 PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE. MOUNT IN 19" STANDARD VALVE BOX

PROPOSED UTILITY LEGEND

1. PROPOSED FIRE DEPARTMENT CONNECTION.
2. PROPOSED PVC 8" DIP FIRE LINE C900 DR 14.
3. PROPOSED 8"x6" TEE & 6" M.J. GATE VALVE W/ FIRE HYDRANT ASSEMBLY, SEE DETAIL ON SHEET C5.7.
4. PROPOSED 8" 90 DEGREE M.J. BEND.
5. PROPOSED 8" 45 DEGREE M.J. BEND.
6. PROPOSED 8" 22.5 DEGREE M.J. BEND.
7. PROPOSED 8" 11.25 DEGREE M.J. BEND.
8. PROPOSED 8" DDCVA AND CONCRETE PAD PER CITY DETAIL UT210 ON SHEET C5.8.
9. PROPOSED 8"X4" REDUCER.
10. PROPOSED 3"X2" REDUCER.
11. PROPOSED 8" M.J. VALVE.
12. PROPOSED 8" TEE.
13. PROPOSED PVC 3" WATER LINE C900 DR 25.
14. PROPOSED PVC 2" WATER LINE C900 DR 25.
15. PROPOSED 3" 45 DEGREE M.J. BEND.
16. PROPOSED 3" 22.5 DEGREE M.J. BEND.
17. PROPOSED 3" 11.25 DEGREE M.J. BEND.
18. PROPOSED 3" TEE.
19. EXTENSION OF EXISTING 8" WATER STUB-OUT.
20. EXTENSION OF EXISTING 2" RECLAIM WATER STUB-OUT.
21. PROPOSED 4" METER CONFIGURATION & ASSOCIATED CONCRETE PAD LOCATION. METER ASSEMBLY AND CONCRETE PAD PER CITY DETAIL UT 209b ON SHEET C5.8.
22. PROPOSED 1.5" RECLAIMED METER CONFIGURATION & ASSOCIATED CONCRETE PAD PER CITY DETAIL UT209c ON SHEET C5.8.
23. PROPOSED 4"X3" REDUCER.
24. 1.5" BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT0036 WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.
25. PROPOSED 6" 45 DEGREE M.J. BEND.

HYDRANT DISTANCE TABLE

HYDRANT ID	DISTANCE (FT) FROM MAIN BUILDING ±	DISTANCE (FT) FROM FUEL ±
HYDRANT "A"	54	470
HYDRANT "B"	51	578
HYDRANT "C"	50	541
HYDRANT "D"	88	259
HYDRANT "E"	80	153

LIGHT POLE LOCATIONS

NO.	NORTHING	EASTING
1	1550566.1199	482308.1832
2	1550628.1449	482200.9130
3	1550749.8783	482137.3680
4	1550787.8573	482052.0474
5	1550893.2616	482050.0684
6	1550875.5636	482096.8314
7	1550951.8276	482161.7914
8	1550958.7819	482054.3914
9	1551009.3816	482094.6621
10	1550811.4439	482481.4602
11	1550734.6032	482471.7780
12	1550596.0631	482373.5575
13	1550666.1736	482434.9061
14	1550841.1252	482433.9333
15	1550925.5266	482506.4176
16	1550998.9429	482551.8351
17	1550912.1263	482339.6844
18	1551009.8976	482407.2179
19	1551104.9738	482479.4707
20	1550983.1273	482245.4355
21	1551081.9897	482311.2710
22	1551173.7413	482377.0350

CONNECTIONS TO BUILDING

SCALE 1:10

SITE DEMAND:

- DOMESTIC PEAK FLOW: 87 GPM
- AVERAGE DOMESTIC DMPAND: 2545 GPD
- AVERAGE SEWER LOAD: 1750 GPD
- AVERAGE RECLAIM DEMAND: 1555 GPD

GENERAL NOTES:

a. ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST, AND DETAILS. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION FROM THESE REQUIREMENTS.

b. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AN APPROVED IN WRITING PRIOR TO CONSTRUCTION.

c. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS SHALL BE FOLLOWED FOR PUBLIC UTILITIES.

d. CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, APPROVED MATERIALS LIST, AND CITY DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED.

e. AS-BUILTS NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:
i. ONE PDF COPY
ii. ONE CAD COPY DRAWN IN STATE PLANE COORDINATES.

NOTE:

1. ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.
2. CONSTRUCTION OF WESTBRIDGE COURT AND BANYAN COVE BLVD DONE BY OTHERS.
3. SITE WILL BE CLEARED OF EXISTING UTILITIES.
4. FOR ADDITIONAL INFORMATION, SEE IRRIGATION PLAN SHEETS IRR 1.0 - IRR 5.2

NOTES:
1. ALL AIR CONDITIONING UNITS, TRANSFORMERS, OR OTHER UTILITY DEVICES MUST BE SCREENED FROM PUBLIC VIEW.
2. NO SATELLITE DISHES, AIR CONDITIONING UNITS OR OTHER EXTRANEOUS EQUIPMENT SHALL BE VISIBLE FROM A PUBLIC RIGHT OF WAY.

DEWATERING NOTE:
WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUNDWATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.

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Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025
© 2025

COMPOSITE UTILITY PLAN

NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

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Sheet No.
C1.4

J:\W131430\Civil\DWG_Current_Plan_Set\W131430 – Composite Utility Plan.dwg, 12/30/2025 4:30:28 PM, Benjamin Hansen,

ATTACHMENT # 3 PAGE 1 OF4

WATER SUPPLY SITE SURVEY PROJECT: BIG BOX RETAIL

DOMESTIC DEMAND - BIG BOX RETAIL LOCATION: CLARCONA OCOEE ROAD AND N. LAKEWOOD AVE

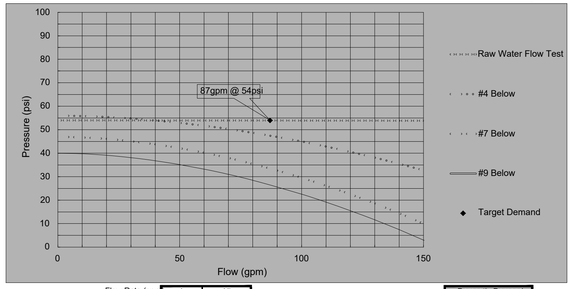
CITY/STATE: OCOEE, FL

Static (psi)	Residual (psi)	Flow (gpm)
54	44	1492

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	0.8	25	2.5	0.8	25						

Gauge Hydrant Location:	N. Lakewood Ave and Clarona Ocoee 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: 2-inch Type: Reduced Pressure	Mfg:	Febco	Model:	860
Water Meter:	Size: 2-inch Mfg: Sensus	Model:	OMNI C2		



Flow Rate (gpm)		0	87
		Static (psi)	Residual (psi)
1.	Pressure available at test	54	54.0
2.	Elevation Adjustment	2	Included in Calcs
3.	Pressure loss due to friction	0	Included in Calcs
4.	Pressure at base of riser upstream of BFP & meter	56	47.5
5.	BFP loss/preload	-9	-12
6.	Water meter loss	0	-2
7.	Pressure at base of riser	47	33.5
8.	Low Public Pressure	-7	-7
9.	Total base of riser pressure	40	26.5

Domestic Demand	
gpm	psi
87	54

Telgian Engineering and Consulting

ATTACHMENT # 2 PAGE 1 OF4

WATER SUPPLY SITE SURVEY PROJECT: BIG BOX RETAIL

FIRE SPRINKLER DEMAND LOCATION: CLARCONA OCOEE ROAD AND N. LAKEWOOD AVE

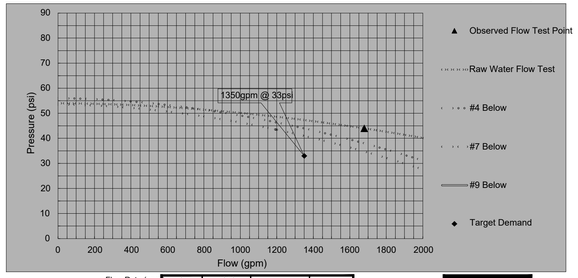
CITY/STATE: OCOEE, FL

Static (psi)	Residual (psi)	Flow (gpm)
54	44	1679

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 Ocoee 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	Model:	2000SS
Water Meter:	Size:	Mfg:		Model:	



Flow Rate (gpm)		0	1350		
		Static (psi)	Residual (psi)		
1.	Pressure available at test	54	47.5		
2.	Elevation Adjustment	2	Included in Calcs		
3.	Pressure loss due to friction	0	Included in Calcs		
4.	Pressure at base of riser upstream of BFP & meter	56	44		
5.	BFP loss/preload	-2.5	-3		
6.	Water meter loss	0	0		
7.	Pressure at base of riser downstream of BFP & meter	53.5	41		
8.	Safety Factor and Low Public Pressure	-12	-12		
9.	Total base of riser pressure	41.5	29		

1350	33

Additional Demands	
gpm	psi

Telgian Engineering and Consulting

ATTACHMENT # 4 PAGE 1 OF4

WATER SUPPLY SITE SURVEY PROJECT: BIG BOX RETAIL

FIRE HYDRANT DEMAND LOCATION: CLARCONA OCOEE ROAD AND N. LAKEWOOD AVE

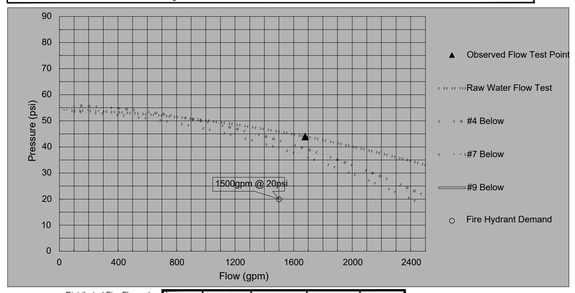
CITY/STATE: OCOEE, FL

Static (psi)	Residual (psi)	Flow (gpm)
54	44	1679

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 Ocoee 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	Model:	2000SS
	Mfg:	Model:			



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

ATTACHMENT # 3 PAGE 2 OF4

WATER SUPPLY SITE SURVEY PROJECT: BIG BOX RETAIL

DOMESTIC DEMAND - FUEL CENTER LOCATION: CLARCONA OCOEE ROAD AND N. LAKEWOOD AVE

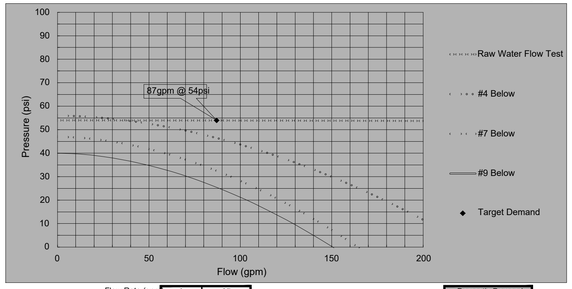
CITY/STATE: OCOEE, FL

Static (psi)	Residual (psi)	Flow (gpm)
54	44	1492

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	0.8	25	2.5	0.8	25						

Gauge Hydrant Location:	N. Lakewood Ave and Clarona Ocoee 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: 2-inch Type: Reduced Pressure	Mfg:	Febco	Model:	860
Water Meter:	Size: 2-inch Mfg: Sensus	Model:	OMNI C2		



Flow Rate (gpm)		0	87
		Static (psi)	Residual (psi)
1.	Pressure available at test	54	54.0
2.	Elevation Adjustment	2	Included in Calcs
3.	Pressure loss due to friction	0	Included in Calcs
4.	Pressure at base of riser upstream of BFP & meter	56	46.5
5.	BFP loss/preload	-9	-12
6.	Water meter loss	0	-2
7.	Pressure at base of riser	47	32.5
8.	Low Public Pressure	-7	-7
9.	Total base of riser pressure	40	25.5

Domestic Demand	
gpm	psi
87	54

Telgian Engineering and Consulting

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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
1	6/6/2025	Revised per City Comments
2	6/9/2025	Revised per City Comments
3	6/16/2025	Revised per City Comments
4	6/23/2025	Revised per City Comments
5	6/30/2025	Revised per City Comments
6	7/7/2025	Revised per City Comments
7	7/14/2025	Revised per City Comments

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

FIRE FLOW TESTS

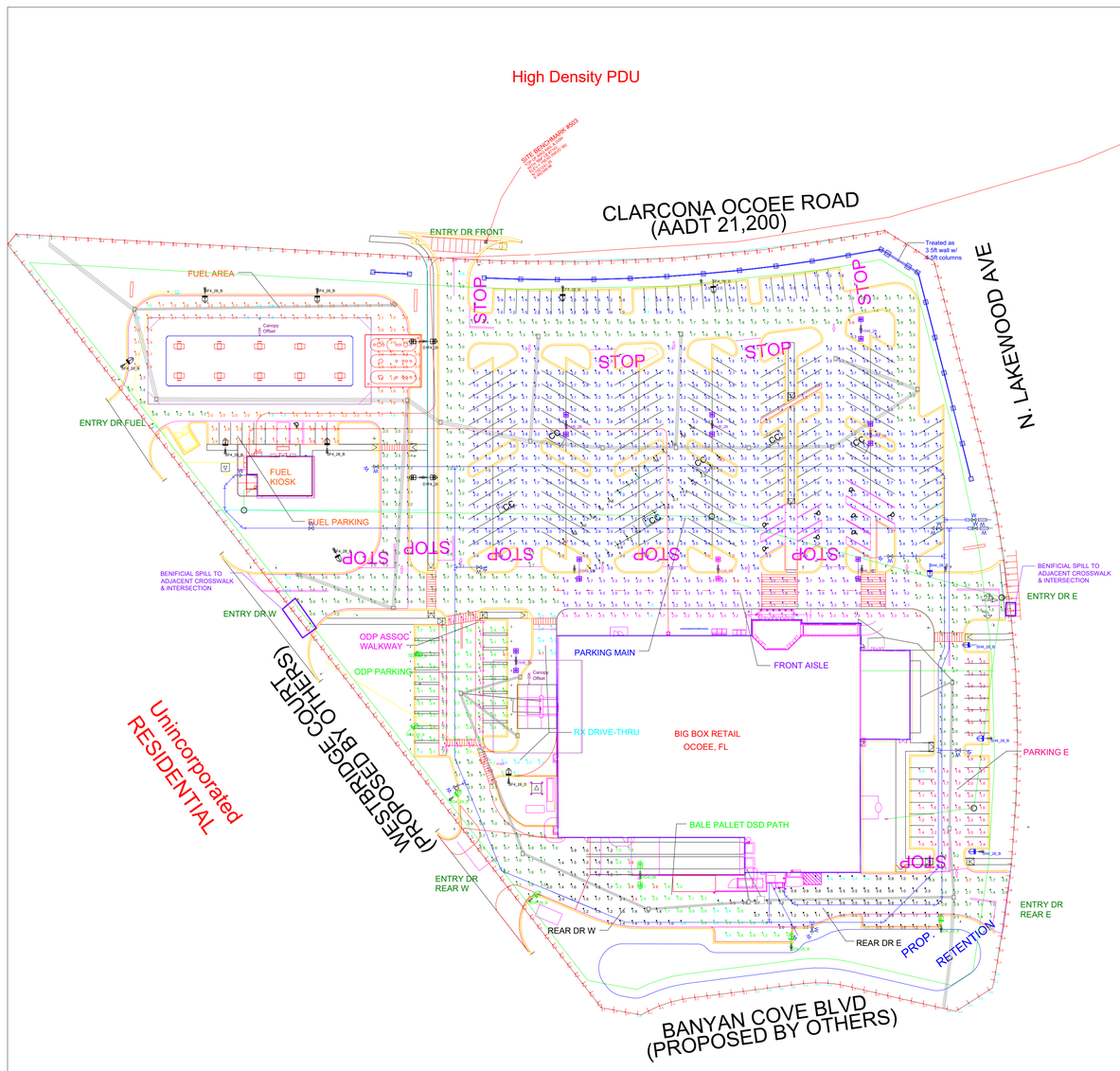
NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C1.6

J:\W131430\Civil\DWG__Current_Plan_Set\W131430 - Fire Flow Tests.dwg, 12/30/2025 4:30:40 PM, Benjamin Hansen,



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens	BUG Rating
	1	D1D4_28	Back-Back	0.828	2-EALS035D4AF750NDD1BLCKF 25ft pole on 3ft base	140	20000	B2-U0-G2
	2	D1F4_28	Back-Back	0.837	2-EALS035F4AF750NDD1BLCKF 25ft pole on 3ft base	232	30000	B2-U0-G2
	7	D1H5_28	Back-Back	0.837	2-EALS035H5SM750NDD1BLCKF 25ft pole on 3ft base	280	40000	B4-U0-G2
	1	D1J5_28	Back-Back	0.837	2-EALS035J5SM750NDD1BLCKF 25ft pole on 3ft base	372	50000	B4-U0-G2
	6	SD4_28_B	Single	0.828	1-EALS035D4AF750NDD1BLCKF w/ 1-ELS-EAL-RBL-BLCK 25ft pole on 3ft base	70	8900	B1-U0-G2
	9	SF4_28_B	Single	0.837	1-EALS035F4AF750NDD1BLCKF w/ 1-ELS-EAL-RBL-BLCK 25ft pole on 3ft base	116	13400	B1-U0-G2
	4	SH4_28_B	Single	0.837	1-EALS035H4AF750NDD1BLCKF w/ 1-ELS-EAL-FBL-BLCK 25ft pole on 3ft base	140	18500	B2-U0-G3

LED STATISTICS SHOWN ARE AT 50000 HOURS L92 & L93 RATING (~12 YEARS @ 12 HRS/DAY)

L92 = OPERATING HOURS AT WHICH AN AVERAGE OF 8% OF INITIAL LUMENS HAVE BEEN LOST IN A TESTED POPULATION OF LED PLATFORMS.
THE POPULATION STILL EMITS 92% OF INITIAL LUMENS. THE LUMINAIRE HAS NOT FAILED. IT IS STILL OPERATING WITH A REDUCED LIGHT OUTPUT.
L93 = OPERATING HOURS AT WHICH AN AVERAGE OF 7% OF INITIAL LUMENS HAVE BEEN LOST IN A TESTED POPULATION OF LED PLATFORMS.
THE POPULATION STILL EMITS 93% OF INITIAL LUMENS. THE LUMINAIRE HAS NOT FAILED. IT IS STILL OPERATING WITH A REDUCED LIGHT OUTPUT.

IN COMPARISON, NON-LED LUMINAIRES ARE RATED WITH MEAN LUMENS MEASURED AT 40-50% OF RATED LIFE, DEPENDING ON TECHNOLOGY,
AND RATED LIFE OF B50, WHERE B50 = OPERATING HOURS AT WHICH 50% OF A TESTED POPULATION OF LAMPS HAVE FAILED.

Calculation Summary Illuminance Foot-candles						
Label	Avg	Max	Min	Avg/Min	Max/Min	# Pts
Bale Pallet DSD Path	1.38	2.6	0.4	3.45	6.50	37
Entry Dr E	3.21	6.0	0.7	4.59	8.57	53
Entry Dr Front	1.97	5.9	0.5	3.94	11.80	148
Entry Dr Fuel	1.23	2.7	0.6	2.05	4.50	10
Entry Dr Rear E	2.30	3.7	0.7	3.29	5.29	27
Entry Dr Rear W	1.42	3.5	0.4	3.55	8.75	46
Entry Dr W	1.75	4.3	0.6	2.92	7.17	113
Front Aisle	3.63	6.8	1.5	2.42	4.53	87
Front Sidewalk	2.58	4.4	1.4	1.84	3.14	30
Fuel Area	2.30	4.2	1.5	1.53	2.80	94
Fuel Parking	2.52	3.0	1.8	1.40	1.67	22
ODP Assoc Walkway	2.62	4.0	1.6	1.64	2.50	31
ODP Parking	2.89	6.1	1.5	1.93	4.07	84
Parking E	2.25	4.0	0.9	2.50	4.44	58
Parking Main	2.35	7.0	0.7	3.36	10.00	683
Rear Drive E	1.05	2.7	0.4	2.63	6.75	68
Rear Drive W	1.46	2.5	0.8	1.83	3.13	41
RX Drive Thru	3.55	5.1	2.1	1.69	2.43	15
Vert 5ft East Prop Line	0.50	0.9	0.0	N.A.	N.A.	65
Vert 5ft Front Prop Line	0.25	0.7	0.0	N.A.	N.A.	71
Vert 5ft Parking IN	1.81	4.7	0.7	2.59	6.71	15
Vert 5ft Parking OUT	1.41	4.2	0.5	2.82	8.40	15
Vert 5ft Rear Prop Line	0.06	0.1	0.0	N.A.	N.A.	35
Vert 5ft West Prop Line	0.29	1.0	0.0	N.A.	N.A.	81

Notes:
New site plan W131430-BASE-LS provided 2-13-25.

Corrected store number to be #3657 and revise to have 7.0fc max.

Big Box Retail mounting height 28ft.

Standard voltage 480v at fuel.

Site property lines do not join any residential property.

Big Box Retail spec applied.

Benificial spill (1.0fc max shown) to adjacent intersections, crosswalks & sidewalks as noted and not towards residential area.

Scale: 1 inch= 50 Ft.

THIS IS A D SIZE SHEET. THE NOTED SCALE IS NOT VALID IF PRINTED AS ANY OTHER SIZE.

The magnitude of the differences between detailed analysis methods and field measurements varies. In general, differences of less than 20% can be expected, but in extreme cases, where a calculation method cannot handle the complexity of the lighting system, they may be greater. A more complete discussion of the uncertainties is available.

ANSI / IES LS-6-20
Lighting Science: Calculation of Light and its Effects

Provided for:
Miguel Lomeli
CPH Corp
Patick Kelly-Current

Provided BY:
Application Solution Center
apps@currentlighting.com
1-828-393-3774

3010 Spartanburg Hwy.,
East Flat Rock, NC 28726

Designer: Debbie Johnson
Date:8/15/2025
Drawing #: A241840D AGI

Big Box Retail #3657
Ocoee, FL
Evolve LED Area EALS03 5000K @ 28ft
Big Box Retail Lighting Spec Applied
Horizontal FC's at grade & vert at 5ft
Values at 50000 hours

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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

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

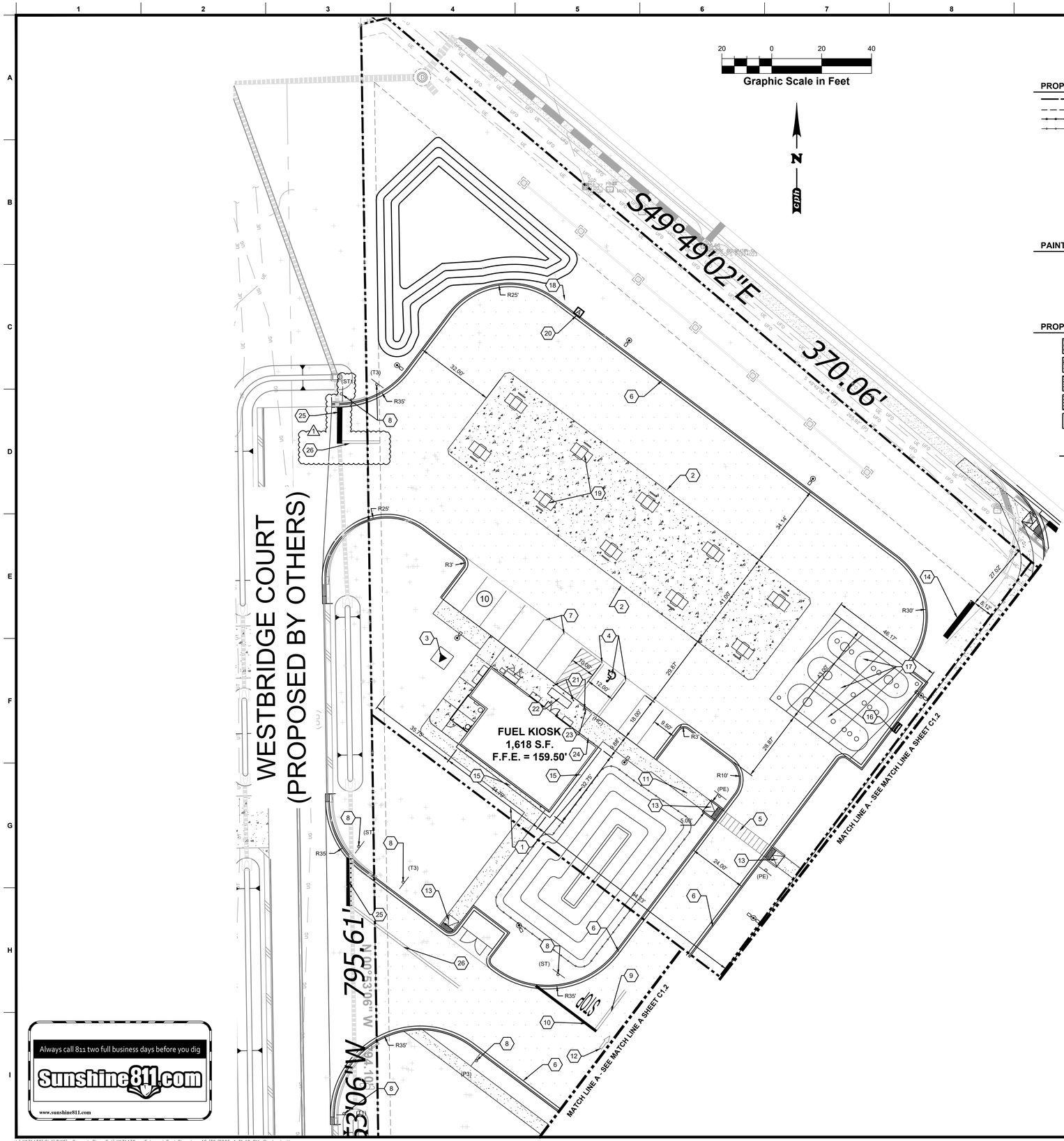
PHOTOMETRIC PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
PH-1

J:\W131430\Civil\DWG_Current_Plan_Set\W131430 - Sheet Set Sheets.dwg, 12/30/2025 4:30:48 PM, Benjamin Hansen,



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

- SIDEWALK: PER DETAIL SHEET C5.0
- ARCHITECTURAL CONCRETE, SEE ARCH. PLANS
- HEAVY DUTY CONCRETE: PER DETAIL SHEET C5.0
- HEAVY DUTY PAVEMENT: PER DETAIL SHEET C5.0
- STANDARD DUTY ASPHALT PAVEMENT: PER DETAIL SHEET C5.0

SIGN LEGEND

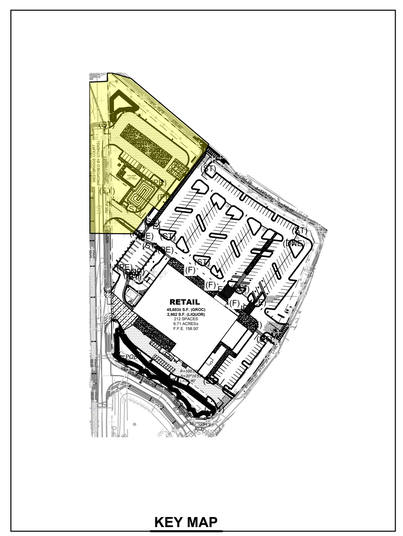
(ST)	STOP (R1-1) (30")
(P3)	PICK UP SIGN (ARROW RIGHT)
(T1)	TRUCK ENTRY SIGN (ARROW RIGHT)
(T2)	TRUCK ENTRY SIGN (ARROW LEFT)
(T3)	TRUCK EXIT SIGN (ARROW LEFT)
(PE)	STOP HERE FOR PEDESTRIANS (SEE DETAIL SHEET)
(HC)	ADA SINGLE POST SIGN
(ST1)	STOP (R1-1) (36")

NOTE:

1. ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.
2. CONSTRUCTION OF WESTBRIDGE COURT AND RANKIN COVE BLVD DONE BY OTHERS.
3. 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



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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
1	04/03/2025	PER CITY OF OCOEE COMMENTS
2	07/29/2025	PER CITY OF OCOEE COMMENTS

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

ENLARGED GAS STATION SITE PLAN

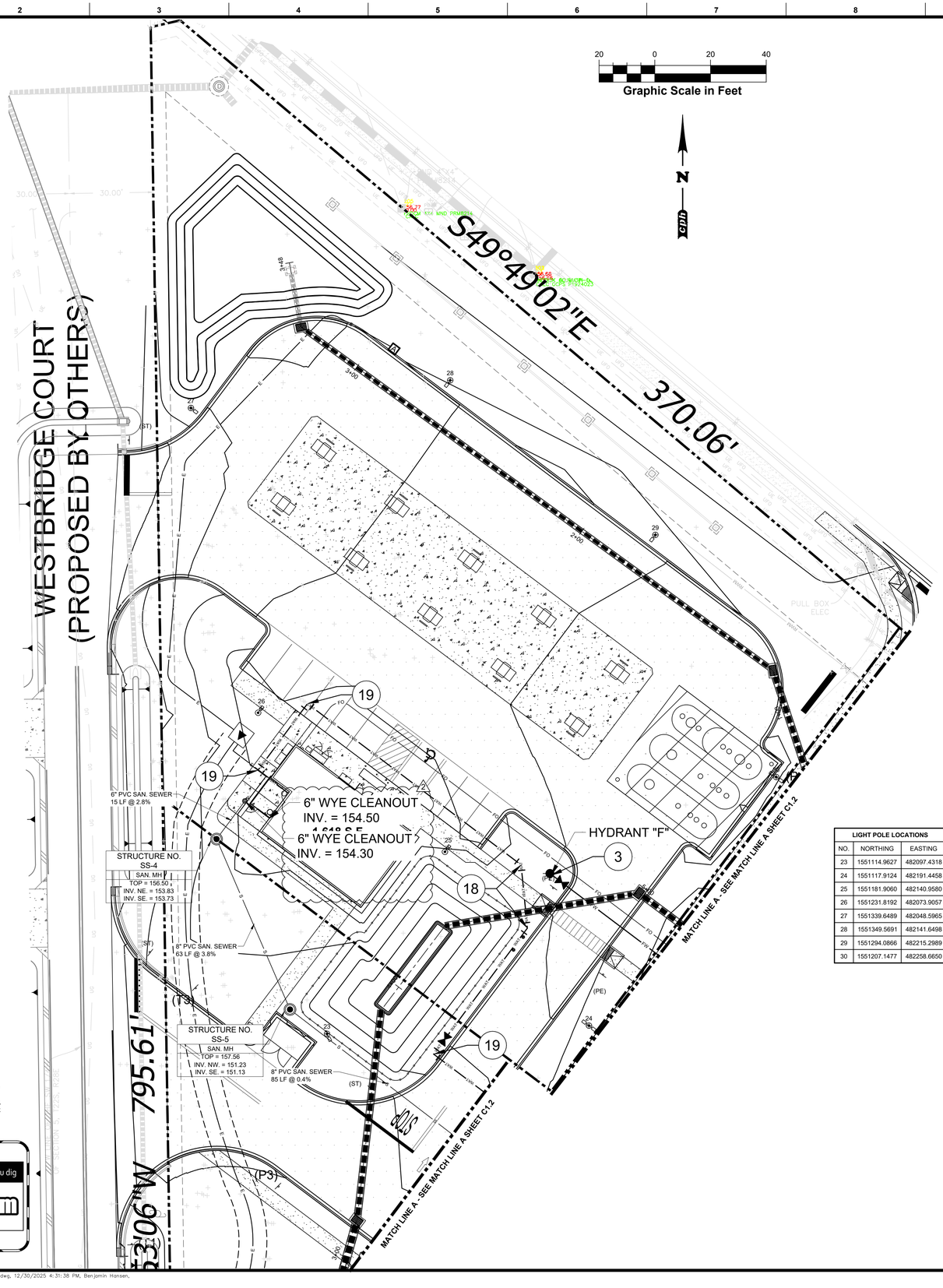
NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C3.1

J:\W131430\Civil\DWG__Current_Plan_Set\W131430 - Enlarged Fuel Plan.dwg, 12/30/2025 4:31:10 PM, Benjamin Hansen,



NOTE:

1. ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.
2. CONSTRUCTION OF WESTBRIDGE COURT AND BANYON COVE BLVD DONE BY OTHERS.
3. SITE WILL BE CLEARED OF EXISTING UTILITIES.
4. WE WILL BE DISCHARGING TO MASTER WATER SYSTEM.

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LEGEND

- PROPERTY LINE
- PROPOSED BUFFER LINE
- PROPOSED LEASE LINE
- ELECTRIC EASEMENT LINE
- HP HP — HIGH POINT
- STORM PIPE
- E — ELECTRIC LINE
- FO — FIBER OPTIC
- FW — FIRE WATER
- IC — IRRIGATION LINE
- S — SANITARY SEWER
- W — WATER MAIN
- XX.XX / XX.XX — TOP OF CURB ELEV. / PAVEMENT ELEV.
- XX.XX — PAVEMENT ELEV.
- HANDICAP RAMP 1:12 SLOPE (MAX)
- STORM / SANITARY MANHOLE
- DITCH BOTTOM INLET
- C.O. — CLEAN OUT
- D.S. — DOWN SPOUT
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER LINE FITTINGS
- GATE VALVE
- REDUCER

PROPOSED UTILITY LEGEND

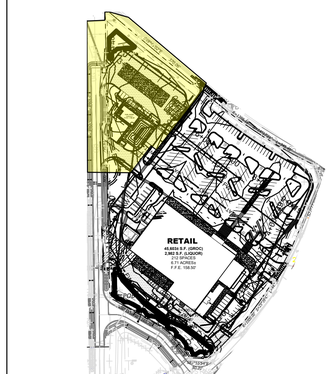
1. PROPOSED FIRE DEPARTMENT CONNECTION.
2. PROPOSED PVC 8" DIP FIRE LINE C900 DR 14.
3. PROPOSED 8"x6" TEE & 6" M.J. GATE VALVE W/ FIRE HYDRANT ASSEMBLY, SEE DETAIL ON SHEET C5.7.
4. PROPOSED 8" 90 DEGREE M.J. BEND.
5. PROPOSED 8" 45 DEGREE M.J. BEND.
6. PROPOSED 8" 22.5 DEGREE M.J. BEND.
7. PROPOSED 8" 11.25 DEGREE M.J. BEND.
8. PROPOSED DDCVA & ASSOCIATED CONCRETE PAD LOCATION, SEE DETAIL ON SHEET C5.8.
9. PROPOSED 8"X3" REDUCER.
10. PROPOSED 3"X2" REDUCER.
11. PROPOSED 8" M.J. VALVE.
12. PROPOSED 8" TEE.
13. PROPOSED PVC 3" WATER LINE C900 DR 25.
14. PROPOSED PVC 2" WATER LINE C900 DR 25.
15. PROPOSED 3" 45 DEGREE M.J. BEND.
16. PROPOSED 3" 22.5 DEGREE M.J. BEND.
17. PROPOSED 3" TEE.
18. PROPOSED 2" 45 DEGREE M.J. BEND.
19. PROPOSED 2" 90 DEGREE M.J. BEND.

HYDRANT DISTANCE TABLE

HYDRANT ID	DISTANCE (FT) FROM MAIN BUILDING ±	DISTANCE (FT) FROM FUEL ±
HYDRANT "F"	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



KEY MAP
N.T.S.

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Ph: 863-252-2761

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

JOSHUA D. LOCKHART
FL. PE. NO. 84611

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
1	07/29/2025	PER CITY OF OCOEE COMMENTS
2	24/03/2025	PER CITY OF OCOEE COMMENTS

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

ENLARGED FUEL UTILITIES SITE PLAN

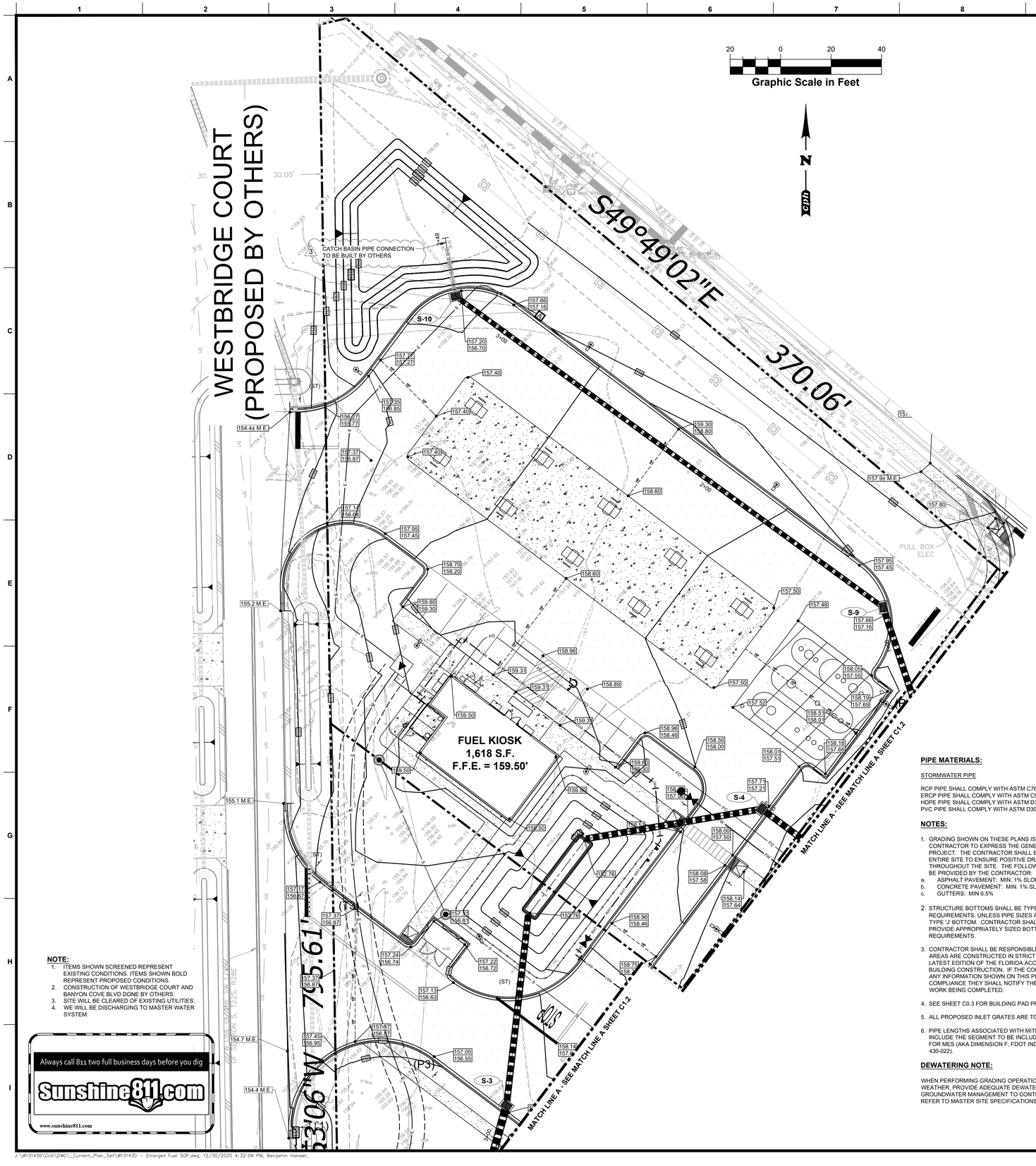
NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C3.2

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LEGEND

- PROPERTY LINE
- PROPOSED BUFFER LINE
- PROPOSED LEASE LINE
- GUIDE RAIL
- FENCE (AS NOTED ON PLAN)
- CONSTRUCTION FENCE (AS NOTED ON PLAN)
- XX.XX / XX.XX — TOP OF CURB ELEV. / PAVEMENT ELEV.
- XX.XX — PAVEMENT ELEV.
- SLOPE OF FLOW
- HANDICAP RAMP 1:12 SLOPE (MAX)

STORM DRAINAGE STRUCTURE TABLE

STRUCTURE NUMBER	LOCATION	DESCRIPTION	FLOW LINE ELEVATIONS	RIM/TOP ELEVATION
S-3	N. 1551048.01 E. 482108.26	TYPE F INLET, FDOT 425-053	152.59 S 152.60 N	156.26
S-4	N. 1551165.50 E. 482209.40	TYPE F INLET, FDOT 425-053	152.90 W 152.91 SE	157.22
S-9	N. 1551245.42 E. 482257.52	TYPE F INLET, FDOT 425-053	153.32 S 153.32 NW	157.14
S-10	N. 1551368.67 E. 482088.18	TYPE F INLET, FDOT 425-053	153.74 SE	156.68

STORM PIPE SCHEDULE

NO.	LENGTH	SIZE	SLOPE
S-4 TO S-5	27'	24 in. RCP	0.20%
S-8 TO S-9	49'	24 in. RCP	0.13%
S-9 TO S-10	206'	18 in. RCP	0.20%

PIPE MATERIALS:

STORMWATER PIPE

RCP PIPE SHALL COMPLY WITH ASTM C76
ERCP PIPE SHALL COMPLY WITH ASTM C507
HDPE PIPE SHALL COMPLY WITH ASTM D3350
PVC PIPE SHALL COMPLY WITH ASTM D3034, SDR 35

NOTES:

1. GRADING SHOWN ON THESE PLANS IS PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL BE EXPECTED TO GRADE THE ENTIRE SITE TO ENSURE POSITIVE DRAINAGE IN ALL AREAS THROUGHOUT THE SITE. THE FOLLOWING MINIMUM SLOPES SHALL BE PROVIDED BY THE CONTRACTOR:
   a. ASPHALT PAVEMENT: MIN. 1% SLOPE
   b. CONCRETE PAVEMENT: MIN. 1% SLOPE
   c. GUTTERS: MIN 0.5%
2. STRUCTURE BOTTOMS SHALL BE TYPE 'P' BOTTOMS PER FDOT REQUIREMENTS. UNLESS PIPE SIZES AND LOCATION REQUIRE A TYPE 'J' BOTTOM. CONTRACTOR SHALL REVIEW DESIGN AND PROVIDE APPROPRIATELY SIZED BOTTOMS PER FDOT REQUIREMENTS.
3. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ADA AREAS ARE CONSTRUCTED IN STRICT ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. IF THE CONTRACTOR DETERMINES THAT ANY INFORMATION SHOWN ON THIS PLAN MAY NOT BE IN COMPLIANCE THEY SHALL NOTIFY THE ENGINEER PRIOR TO THE WORK BEING COMPLETED.
4. SEE SHEET C0.3 FOR BUILDING PAD PREPARATION NOTE.
5. ALL PROPOSED INLET GRATES ARE TO BE RETICULINE STEEL.
6. PIPE LENGTHS ASSOCIATED WITH MITER END SECTIONS DO NOT INCLUDE THE SEGMENT TO BE INCLUDED UNDER THE UNIT PRICE FOR MES (AKA DIMENSION F, FDOT INDEX NO'S. 430-021 AND 430-022).

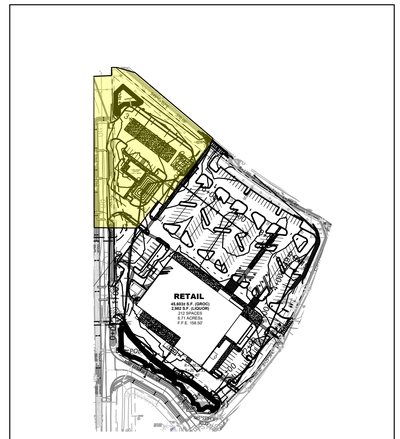
DEWATERING NOTE:

WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUNDWATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.

NOTE:

1. ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.
2. CONSTRUCTION OF WESTBRIDGE COURT AND BANYON COVE BLVD DONE BY OTHERS.
3. SITE WILL BE CLEARED OF EXISTING UTILITIES.
4. WE WILL BE DISCHARGING TO MASTER WATER SYSTEM.

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KEY MAP
N.T.S.

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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. REG. NO. 84611

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
1	12/30/25	PER CITY OF OCOEE COMMENTS
2	07/29/25	PER CITY OF OCOEE COMMENTS
3	04/03/25	PER CITY OF OCOEE COMMENTS

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

ENLARGED FUEL GRADING SITE PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No.
C3.3

J:\W131430\Civil\DWG__Current_Plan_Set\W131430 - Enlarged Fuel SGP.dwg, 12/30/2025 4:32:09 PM, Benjamin Hansen,

GENERAL NOTES

A. PROJECT OFFICE WALL SWPPP POSTINGS:
THE FOLLOWING ITEMS MUST BE POSTED TOGETHER IN A SINGLE, ORGANIZED LOCATION ON A WALL INSIDE THE PROJECT OFFICE: 1) SWPPP SITE MAPS (ALL PHASES); 2) SWPPP DETAIL SHEETS; 3) MAP SHOWING LOCATION OF OFFSITE IMPORT OR EXPORT FACILITY; 4) REVISIONS TO DETAILS, SITE MAPS, OR SWPPP-RELATED RFIS; 5) SITE SWPPP BINDER; 6) SWCT PLACARD; 7) CURRENT OWNER STORMWATER COMPLIANCE TRAINING CERTIFICATES FOR SUPERINTENDENT(S) AND COMPLIANCE OFFICER(S); AND 8) CERTIFICATIONS AND/OR TRAINING CERTIFICATES REQUIRED TO PERFORM INSPECTIONS BY THE APPLICABLE CONSTRUCTION GENERAL PERMIT OR AUTHORITY HAVING JURISDICTION.

B. PERMITTED PROJECT AREA:
FOR PURPOSES OF THIS SWPPP AND ASSOCIATED STORMWATER PERMIT, 'PERMITTED PROJECT AREA' IS DEFINED AS ANY AND ALL AREAS WITHIN THE PROJECT LIMITS OF DISTURBANCE, AS SHOWN ON THE SWPPP SITE MAPS AND IDENTIFIED IN THE NOTICE OF INTENT TO THE AGENCY. ALL GROUND-DISTURBING AND CONSTRUCTION-RELATED ACTIVITIES (MATERIAL STORAGE, DUMPSTERS, PARKING AREAS, PROJECT OFFICE TRAILER, ETC.) MUST BE INCLUDED WITHIN THE PERMITTED PROJECT AREA LIMITS OF DISTURBANCE.

OFFSITE AREA(S) TO BE DISTURBED AS PART OF THIS PROJECT (NOT ON OWNER PROPERTY): 2.00 AC
OFFSITE WORK INCLUDES RELOCATION OF DRIVEWAY ON CLARCONA OCOEE RD.

ALL AREAS OUTSIDE THE PERMITTED PROJECT AREA (I.E., LIMITS OF DISTURBANCE) ACQUIRED FOR USE BY THE GC OR A SUBCONTRACTOR OF THE GC (BORROW SOURCES, DISPOSAL AREAS, ETC.) MUST BE MANAGED IN ACCORDANCE WITH APPENDIX E - TAB 21 OF THE 02370 SPECIFICATION. THE CONTRACTOR IS REQUIRED TO LOCATE OFFICE TRAILERS AND MATERIAL STORAGE AREAS FOR THE PROJECT WITHIN THE LIMITS OF DISTURBANCE. THE CONTRACTOR MAY REQUEST USE OF OFF-SITE LOCATIONS FOR OFFICE TRAILERS OR NON-ERODIBLE MATERIAL STORAGE; HOWEVER, APPROVAL MUST BE OBTAINED FROM THE CONSTRUCTION MANAGER, THE CEC AND THE WAL-MART SWCT PRIOR TO THEIR USE. REQUESTS WILL BE REVIEWED ON A CASE BY CASE BASIS AND IF APPROVED, LIMITATIONS ON USE WILL BE PROVIDED BY THE CEC.

C. SPECIAL PROJECT VERIFY:
THERE ARE NO SPECIAL PROJECTS, LOCATED BEYOND THE OWNER PERMITTED PROJECT AREA, REQUIRING INSPECTION AND MAINTENANCE ASSOCIATED WITH THIS CONSTRUCTION PROJECT.

D.1 NON-STORMWATER DISCHARGES:
THE GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES PROHIBITS MOST NON-STORMWATER DISCHARGES DURING THE CONSTRUCTION PHASE. ALLOWABLE NON-STORMWATER DISCHARGES THAT OCCUR DURING CONSTRUCTION ON THIS PROJECT, ARE INCLUDED IN PART 3.2 OF THE GENERIC PERMIT AND INCLUDE THE FOLLOWING, PROVIDED THAT THE NON-STORMWATER COMPONENT OF THE DISCHARGE IS IN COMPLIANCE WITH PART 1.5 OF THE GENERIC PERMIT.

1. DISCHARGES FROM FIREFIGHTING ACTIVITIES.
2. FIRE HYDRANT FLUSHINGS.
3. WATERS WITHOUT DETERGENTS USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES.
4. WATERS USED TO CONTROL DUST.
5. POTABLE WATER SOURCES SUCH AS WATERLINE FLUSHINGS.
6. LANDSCAPE IRRIGATION WATER AND DRAINAGE.
7. ROUTINE EXTERNAL BUILDING WASHDOWN PROVIDED NO DETERGENTS ARE USED.
8. PAVEMENT WASHWATERS THAT DO NOT CONTAIN DETERGENTS, LEAKS, SPILLS OF TOXIC OR HAZARDOUS MATERIALS.
9. AIR CONDITIONING CONDENSATE.
10. SPRING WATER.
11. FOUNDATION OR FOOTING DRAIN FLOWS THAT ARE NOT CONTAMINATED WITH PROCESS MATERIAL SUCH AS SOLVENTS.
12. NONCONTAMINATED GROUND WATER ASSOCIATED WITH DEWATERING ACTIVITIES AS DESCRIBED IN PART 3.4.

BEST MANAGEMENT PRACTICES (BMPS) MUST BE IMPLEMENTED FOR THE GENERAL PERMIT ALLOWABLE DISCHARGES FOR THE DURATION OF THE PERMIT. THE TECHNIQUES DESCRIBED IN THIS SWPPP FOCUS ON PROVIDING CONTROL OF POLLUTANT DISCHARGES WITH PRACTICAL APPROACHES THAT UTILIZE READILY AVAILABLE EXPERTISE, MATERIAL, AND EQUIPMENT.

NON-STORMWATER COMPONENTS OF SITE DISCHARGES MUST BE UNCONTAMINATED NON-TURBID WATER. ALL NON-STORMWATER DISCHARGES MUST BE ROUTED TO A STORMWATER CONTROL PRIOR TO DISCHARGE. WATER USED FOR CONSTRUCTION WHICH DISCHARGES FROM THE SITE MUST ORIGINATE FROM A PUBLIC WATER SUPPLY OR PRIVATE WELL APPROVED BY THE STATE HEALTH DEPARTMENT. WATER USED FOR CONSTRUCTION THAT DOES NOT ORIGINATE FROM AN APPROVED PUBLIC SUPPLY MUST NOT DISCHARGE FROM THE SITE; IT CAN BE RETAINED IN RETENTION PONDS UNTIL IT INFILTRATES OR EVAPORATES. WHEN NON-STORMWATER IS DISCHARGED FROM THE SITE, IT MUST BE DONE IN A MANNER SUCH THAT IT DOES NOT CAUSE EROSION OF THE SOIL DURING DISCHARGE.

D.2 POWER WASHING:
PROCESS WATER SUCH AS POWER WASHING WATER AND CONCRETE CUTTING EFFLUENT, AMONG OTHERS, MUST BE COLLECTED FOR TREATMENT AND DISPOSAL. IT MUST NOT BE FLUSHED INTO THE SITE STORM DRAIN SYSTEM OR DISCHARGED OFF-SITE.

13. DISCHARGE POINTS:
ALL DISCHARGE POINTS MUST BE INSPECTED TO DETERMINE WHETHER EROSION AND SEDIMENTATION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING DISCHARGE OF SEDIMENT FROM THE SITE AND/OR IMPACTS TO RECEIVING WATERS. SEDIMENT ACCUMULATION DOWNGRADIENT OF DISCHARGE LOCATIONS SHALL BE REPORTED AS A SEDIMENT DISCHARGE (SEE APPENDIX E - TAB 14, SEDIMENT RELEASES, OF THE 02370 SPECIFICATION) AND THE POTENTIAL UPSTREAM CAUSE SHALL BE INVESTIGATED TO PREVENT FUTURE OCCURRENCE. CONTACT THE CM, CEC AND SWCT TO DETERMINE 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).

EROSION AND SEDIMENT CONTROL NOTES

A. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THIS STORM WATER POLLUTION PREVENTION PLAN. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

B. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.

C. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.

D. CONTRACTOR TO LIMIT DISTURBANCE OF SITE IN STRICT ACCORDANCE WITH SWPPP IMPLEMENTATION SEQUENCE, OR AS REQUIRED BY THE APPLICABLE GENERIC PERMIT. NO UNNECESSARY OR IMPROPERLY SEQUENCED CLEARING AND/OR GRADING SHALL BE PERMITTED.

E. ALL DENUDED/BARE AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE, MUST BE STABILIZED IMMEDIATELY UPON COMPLETION OF MOST RECENT GRADING ACTIVITY, WITH THE USE OF FAST-GERMINATING ANNUAL GRASS/GRAIN VARIETIES, STRAW/HAY MULCH, WOOD CELLULOSE FIBERS, TACKIFIERS, NETTING AND/OR BLANKETS. COMPLETION MUST BE ACHIEVED WITHIN 7 DAYS.

F. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED AS SHOWN ON THE PLANS. THESE AREAS SHALL BE SEEDED, SODDED, AND/OR VEGETATED IMMEDIATELY, AND COMPLETED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.

G. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION. TEMPORARY AND/OR PERMANENT STABILIZATION SHALL BE APPLIED PER REQUIREMENTS IN THESE E&S CONTROL NOTES.

H. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION AND POLLUTANT DISCHARGE OFF-SITE.

I. ALL MEASURES STATED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE SITE PLANS.

J. STORM WATER POLLUTANT CONTROL MEASURES INSTALLED DURING CONSTRUCTION, THAT WILL ALSO PROVIDE STORM WATER MANAGEMENT AFTER CONSTRUCTION, ARE INCLUDED IN THE CONTRACT DOCUMENTS. THE SITE-SPECIFIC POST CONSTRUCTION STORM WATER OPERATION AND MAINTENANCE (O&M) MANUAL IS INCLUDED IN THE CONTRACT DOCUMENTS.

K. ALL PERMANENT CONTROLS AND SYSTEMS MUST BE INSTALLED AND FUNCTIONING AS DESIGNED AND FREE OF ACCUMULATED SEDIMENT AND DEBRIS DURING FINAL PROJECT INSPECTION AND APPROVAL.

HAZARDOUS MATERIAL MANAGEMENT & SPILL REPORTING

ANY HAZARDOUS OR POTENTIALLY HAZARDOUS MATERIAL THAT IS BROUGHT ONTO THE CONSTRUCTION SITE SHALL BE HANDLED PROPERLY TO REDUCE THE POTENTIAL FOR STORMWATER POLLUTION. ALL MATERIALS USED ON THIS CONSTRUCTION SITE SHALL BE PROPERLY STORED, HANDLED, DISPENSED AND DISPOSED OF FOLLOWING ALL APPLICABLE LABEL DIRECTIONS. FLAMMABLE AND COMBUSTIBLE LIQUIDS SHALL BE STORED AND HANDLED ACCORDING TO APPLICABLE REGULATIONS, AND, AT A MINIMUM, ACCORDING TO 29 CFR 1926.152. ONLY APPROVED CONTAINERS AND PORTABLE TANKS SHALL BE USED FOR STORAGE AND HANDLING OF FLAMMABLE AND COMBUSTIBLE LIQUIDS.

MATERIAL SAFETY DATA SHEETS (MSDS) INFORMATION SHALL BE KEPT ON SITE FOR ANY AND ALL APPLICABLE MATERIALS. HOWEVER, MSDS MAY ALSO BE ACCESSED VIA TELEPHONE OR OTHER ELECTRONIC MEANS OR APPARATUS.

IN THE EVENT OF AN ACCIDENTAL SPILL, IMMEDIATE ACTION SHALL BE TAKEN BY THE GC TO CONTAIN AND REMOVE THE SPILLED MATERIAL. THE SPILL SHALL BE REPORTED TO THE APPROPRIATE AGENCIES IN THE REQUIRED TIME FRAMES. AS REQUIRED UNDER THE PROVISIONS OF THE CLEAN WATER ACT, ANY SPILL OR DISCHARGE ENTERING WATERS OF THE UNITED STATES SHALL BE PROPERLY REPORTED.

ALL HAZARDOUS MATERIALS, INCLUDING CONTAMINATED SOIL AND LIQUID CONCRETE WASTE, SHALL BE DISPOSED OF BY THE CONTRACTOR IN THE MANNER SPECIFIED BY FEDERAL, STATE AND LOCAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS.

THE GC SHALL PREPARE A WRITTEN RECORD OF ANY SPILL AND ASSOCIATED CLEAN-UP ACTIVITIES OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF 1 GALLON OR REPORTABLE QUANTITIES, WHICHEVER IS LESS, ON THE DAY OF THE SPILL. THE GC SHALL PROVIDE NOTICE TO OWNER, VIA THE ONLINE CRITICAL INCIDENT REPORT, IMMEDIATELY UPON IDENTIFICATION OF ANY SPILL. SPILL REPORT FORMS ARE AVAILABLE IN THE ONLINE SWPPP REPORTING SYSTEM PROVIDED BY THE OWNER. COPIES OF SPILL CRITICAL INCIDENT REPORTS SHALL BE PRINTED AND MAINTAINED IN THE JOBSITE BINDER.

ANY SPILLS OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF REPORTABLE QUANTITIES AS DEFINED BY EPA OR THE STATE OR LOCAL AGENCY REGULATIONS, SHALL BE IMMEDIATELY REPORTED TO THE EPA NATIONAL RESPONSE CENTER (1-800-424-8802) AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (1-800-320-0519, HTTP://DEP.STATE.FL.US/OER/REPORTABLE_INCIDENT.HTM))

THE STATE REPORTABLE QUANTITY FOR PETROLEUM PRODUCTS IS: 25 GALLONS OR ANY QUANTITY THAT COMES INTO CONTACT WITH STATE WATERS PER F.A.C. 62-780.210

DISCHARGES OF PETROLEUM OR PETROLEUM PRODUCTS OF LESS THAN 25 GALLONS THAT ARE NOT ADDRESSED PURSUANT TO SUBSECTION 62-780.560(1), F.A.C., SHALL BE REPORTED WITHIN ONE WEEK OF DISCOVERY. DISCHARGES OF PETROLEUM OR PETROLEUM PRODUCTS EQUAL TO, OR EXCEEDING, 25 GALLONS ONTO PERVIOUS SURFACES OR ANY DISCHARGE TO SURFACE WATERS SHALL BE REPORTED TO THE STATE WATCH OFFICE OR FDEP OFFICE OF EMERGENCY RESPONSE AS SOON AS POSSIBLE, BUT NO LATER THAN 24 HOURS AFTER OCCURRENCE. THE REPORTABLE QUANTITY FOR HAZARDOUS MATERIALS CAN BE FOUND IN 40 CFR 302 AND THE EPA LISTS AT HTTP://WWW2.EPA.GOV/EPCRA/CONSOLIDATED-LIST-LISTS.

TO MINIMIZE THE POTENTIAL FOR A SPILL OF PETROLEUM PRODUCT OR HAZARDOUS MATERIALS TO COME IN CONTACT WITH STORMWATER, THE FOLLOWING STEPS SHALL BE IMPLEMENTED:

1) ALL MATERIALS WITH HAZARDOUS PROPERTIES, SUCH AS PESTICIDES, PETROLEUM PRODUCTS, FERTILIZERS, SOAPS, DETERGENTS, CONSTRUCTION CHEMICALS, ACIDS, BASES, PAINTS, PAINT SOLVENTS, ADDITIVES FOR SOIL STABILIZATION, CONCRETE, CURING COMPOUNDS AND ADDITIVES, ETC., SHALL BE STORED IN A SECURE LOCATION, UNDER COVER AND IN APPROPRIATE, TIGHTLY SEALED CONTAINERS WHEN NOT IN USE.

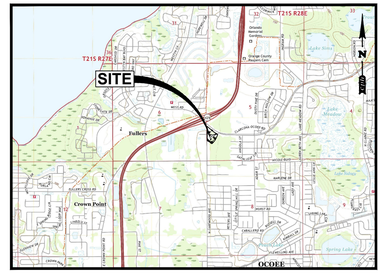
2) THE MINIMUM PRACTICAL QUANTITY OF ALL SUCH MATERIALS SHALL BE KEPT ON THE JOB SITE AND SCHEDULED FOR DELIVERY AS CLOSE TO TIME OF USE AS PRACTICAL.

3) A SPILL CONTROL AND CONTAINMENT KIT (CONTAINING FOR EXAMPLE, ABSORBENT MATERIAL SUCH AS KITTY LITTER OR SAWDUST, ACID, BASE, NEUTRALIZING AGENT, BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, PLASTIC AND METAL TRASH CONTAINERS, ETC.) SHALL BE PROVIDED AT THE CONSTRUCTION SITE AND ITS LOCATION(S) SHALL BE IDENTIFIED WITH LEGIBLE SIGNAGE AND SHOWN ON SITE MAPS.
   a. THE SPILL CONTROL AND CONTAINMENT KIT SUPPLIES SHALL BE OF SUFFICIENT QUANTITIES AND APPROPRIATE CONTENT TO CONTAIN A SPILL FROM THE LARGEST ANTICIPATED PIECE OF EQUIPMENT AND FROM THE LARGEST ANTICIPATED QUANTITIES OF PRODUCTS STORED ON THE SITE AT ANY GIVEN TIME.
   b. CONTENTS SHALL BE INSPECTED DAILY DURING THE DAILY STORMWATER INSPECTION.

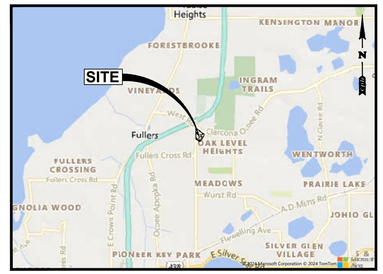
4) ALL PRODUCTS SHALL BE STORED IN AND USED FROM THE ORIGINAL CONTAINER WITH THE ORIGINAL PRODUCT LABEL. CONTAINERS MUST BE STORED IN A MANNER TO PROTECT THEM FROM THE ELEMENTS AND INCIDENTAL DAMAGE.

5) ALL PRODUCTS SHALL BE USED IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL.

6) THE DISPOSAL OF EXCESS OR USED PRODUCTS SHALL BE IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL AND REGULATIONS.



USGS QUADRANGLE MAP
NTS



SITE LOCATION MAP
NTS

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OWNER:	DEVELOPER:
KONOVER SOUTH, LLC 431 FAIRWAY DR #201 DEERFIELD BEACH, FL 33441 954-354-8289	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.

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Building Better Communities Together
JOSHUA D. LOCKHART
FL. REG. NO. 74611

No.	Date	Revision

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

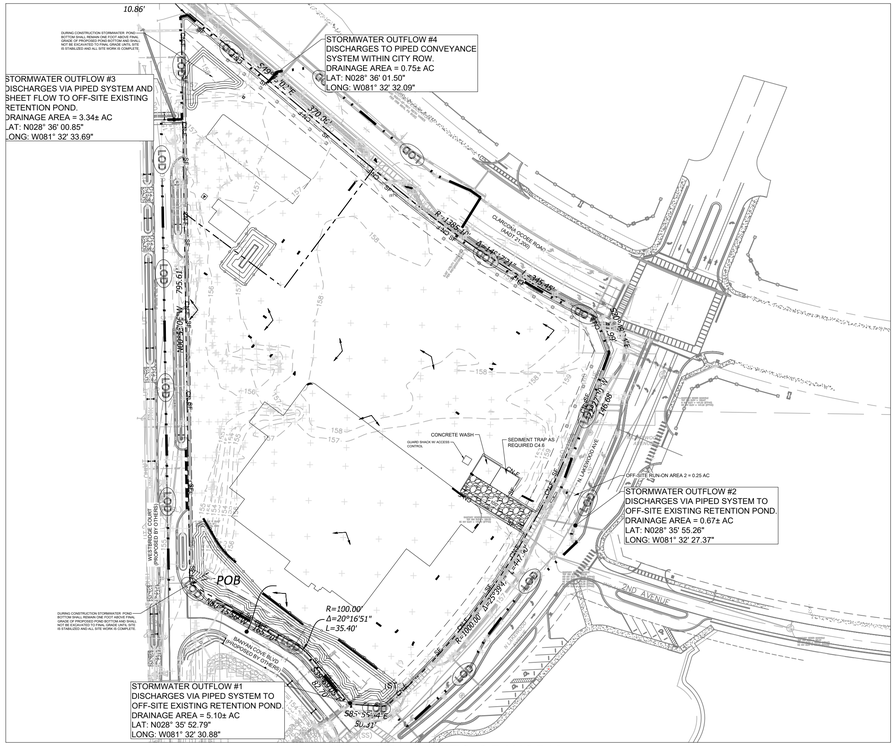
SWPPP NOTES

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C4.1

J:\W131430\Civil\DWG_Current_Plan_Set\W131430 – SWPPP Details And Notes.dwg, 12/30/2025 4:32:32 PM, Benjamin Hansen,



PHASE 1 LIMITS OF WORK

NTS



PHASE 2 LIMITS OF WORK

NTS

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),**
    - **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 BOLDED 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/SEDIMENATION CONTROL OPERATION TIME SCHEDULE ON SHEET C-4.5.

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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 BANYON COVE DONE BY OTHERS.

OWNER:	DEVELOPER:
KONOVER SOUTH, LLC 431 FAIRWAY DR #201 DEERFIELD BEACH, FL 33441 954-354-8289	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.

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Plans Prepared By:
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A Full Service A & E Firm
JOSHUA D. LOCKHART
FL. PE. NO. 79011

No.	Date	Revision
7		
6		
5		
4		
3		
2		
1		

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

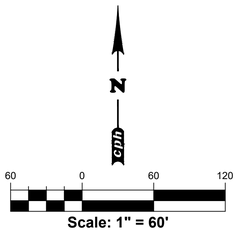
SWPPP IMPLEMENTATION SEQUENCE AND LIMITS OF WORK

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C4.2

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TEMPORARY BENCHMARK

THE SITE BENCHMARK IS THE TOP OF PK NAIL & DISC WITH "BM" LB #7143
LOCATED IN THE EXISTING PAVEMENT OF THE DECELERATION LANE OF US 98
NORTHING: 492335.96
EASTING: 1472139.82
ELEV. = 43.80 (NAVD 88')

SWPPP UPDATES AND AMENDMENTS

THE GC MUST UPDATE THE SWPPP, INCLUDING THE JOBSITE BINDER AND SITE MAPS, TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE. UPDATES SHALL BE MADE DAILY TO TRACK PROGRESS WHEN ANY OF THE FOLLOWING ACTIVITIES OCCUR: BMP INSTALLATION, MODIFICATION OR REMOVAL, CONSTRUCTION ACTIVITIES (E.G., PAVING, STORM SEWER INSTALLATION, FOOTING INSTALLATION, ETC.), CLEARING, GRUBBING OR GRADING, OR TEMPORARY OR PERMANENT STABILIZATION.

IMPORTANT:
THE GENERAL CONTRACTOR MUST SUBMIT A REQUEST FOR INFORMATION (RFI) TO THE CEC AND OBTAIN WRITTEN CEC APPROVAL BEFORE DOING ANY OF THE FOLLOWING:

1. MODIFYING EROSION OR SEDIMENT CONTROL BMPS (SUBSTITUTIONS ARE TYPICALLY ONLY APPROVED IF SPECIFIED MATERIALS ARE NOT AVAILABLE OR THERE IS A VALID REASON THE SPECIFIED BMP WILL NOT WORK)
2. ADDING/DELETING EROSION OR SEDIMENT CONTROL BMPS;
3. MODIFYING THE SWPPP IMPLEMENTATION SEQUENCE; OR
4. PERFORMING ANY ACTIONS OR IN ANY MANNER THAT IS CONTRARY TO THE SWPPP.

THE CONTRACTOR MAY MODIFY OR ADD ADDITIONAL BMPS, WITHOUT CEC APPROVAL, IN AN EMERGENCY SITUATION TO PREVENT SEDIMENT DISCHARGE OR PROTECT WATER QUALITY; HOWEVER, GC MUST NOTIFY THE CEC AS SOON AS PRACTICAL AS TO THEIR ACTIONS TO DISCUSS THE NEED FOR ADDITIONAL OR SUPPLEMENTAL MEASURES AND TO OBTAIN THE REQUIRED APPROVALS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE COMPLIANCE WITH THE PERMIT AND PROTECTION OF DOWNSTREAM WATER QUALITY.

AMENDING THE SWPPP DOES NOT MEAN THAT IT HAS TO BE REPRINTED. IT IS ACCEPTABLE TO ADD ADDENDA, SKETCHES, NEW SECTIONS, DETAILS, AND/OR REVISED DRAWINGS THAT HAVE THE CEC NAME IN PRINT, ARE STAMPED, SIGNED, DATED, AND ARE ACCOMPANIED BY WRITTEN COPY OF THE ASSOCIATED RFI AND ITS RESPONSE FROM CEC. ENGINEERED ITEMS MUST BE SIGNED AND STAMPED BY THE CEC OF RECORD FOR THE PROJECT.

LEGEND

SITE FEATURES:

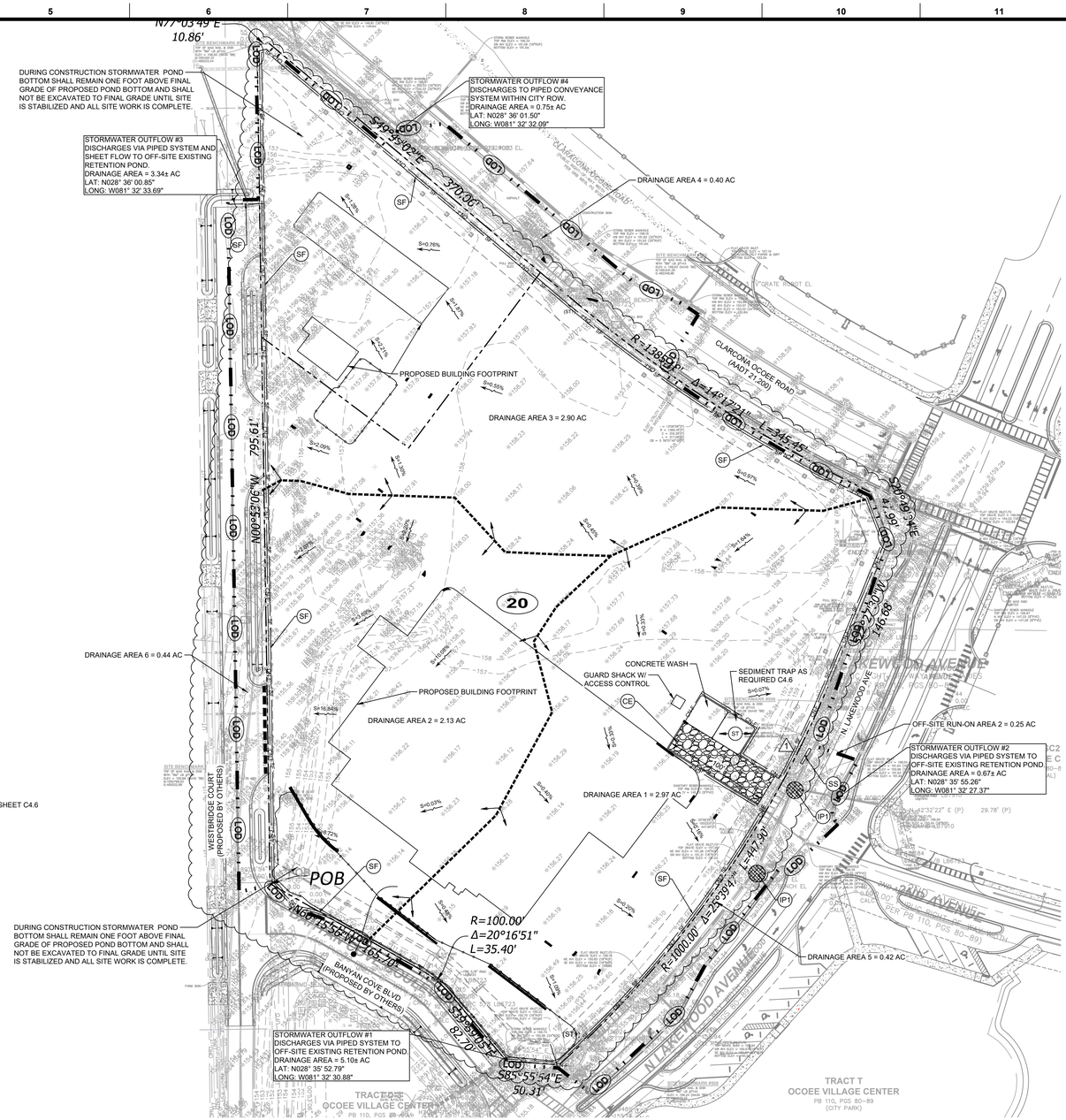
- PROPERTY LINE
- RIGHT OF WAY LINE
- LOD — LIMITS OF DISTURBANCE
- 77 — EXISTING CONTOUR
- EXISTING STORM PIPE
- S=X.XX% — DIRECTION OF OVERLAND FLOW
- LIMITS OF DRAINAGE SUB-BASIN
- SOIL BOUNDARY

EROSION DETAILS:

- CE — TEMPORARY CONSTRUCTION EXIT
- IP1 — INLET PROTECTION FILTER SACK
- ST — ST — SEDIMENT TRAP, SEE CONSTRUCTION EXIT DETAIL ON SHEET C4.6
- SF — SEDIMENTATION SILT FENCE WITH WIRE BACKING
- CN-F — CONSTRUCTION FENCE

EROSION NOTES:

- 20 — SOIL TYPE: IMMOKALEE FINE SAND
- PROPOSED FDOT TYPE III BARRICADES PER FDOT INDEX 102-600 WITH ROAD CLOSURE SIGN (R11-2)



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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DEWATERING NOTE:

WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.

OWNER:	DEVELOPER:
KONOVER SOUTH, LLC 431 FAIRWAY DR #201 DEERFIELD BEACH, FL 33441 954-354-8289	WAL-MART STORES EAST, LP MAIL STOP 0505 702 SW 8TH STREET BENTONVILLE, AR 72716-5570 479-871-7573
SITE OPERATOR/GENERAL CONTRACTOR:	
SUPERINTENDENT:	

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Ph: 863-252-2761

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

JOSHUA D. LOCKHART
FL. REG. 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
1	04/03/2025	PER CITY OF OCOEE COMMENTS

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

PHASE 1 EROSION AND SEDIMENTATION CONTROL PLAN

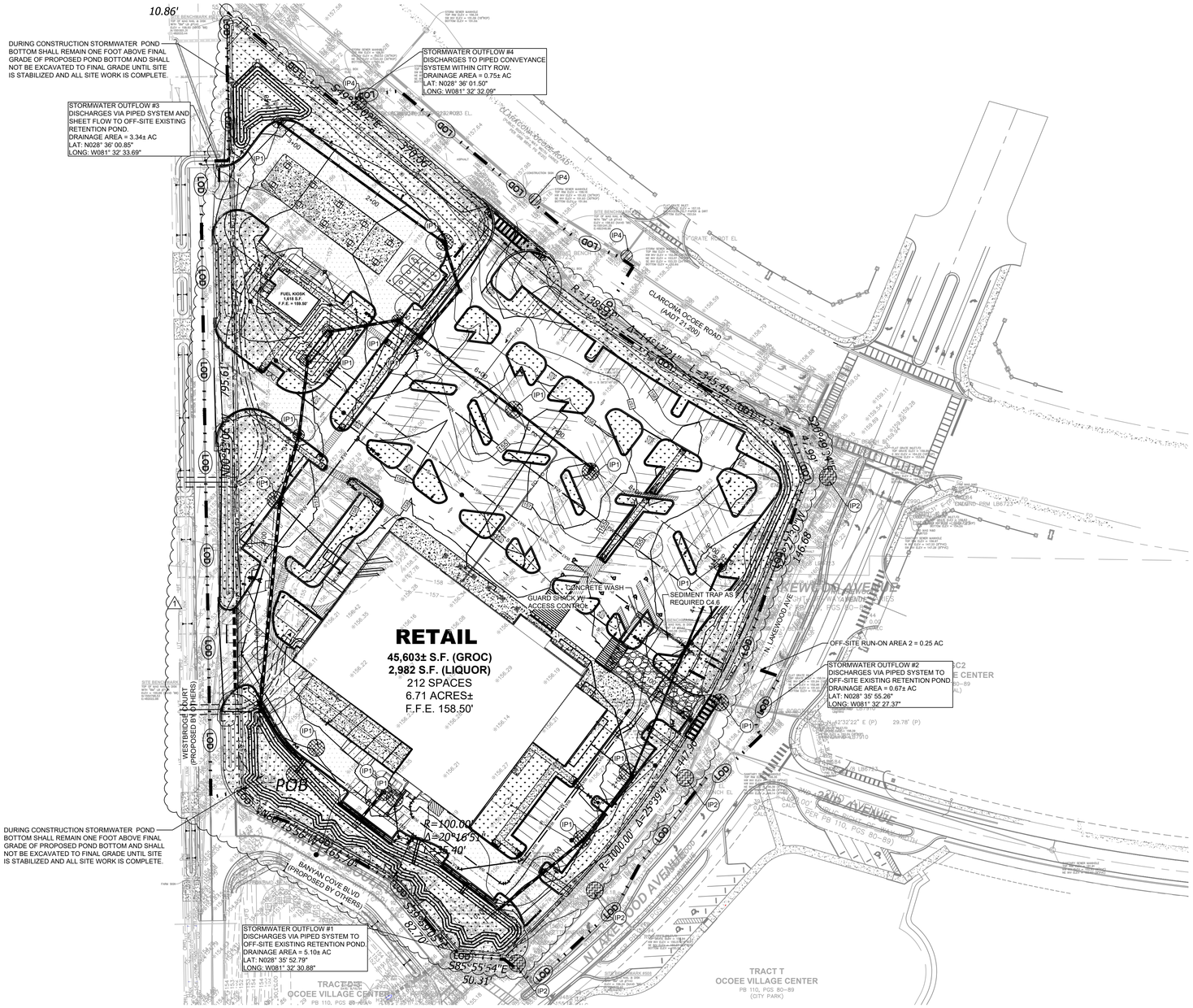
NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C4.3

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N

0 60 120

Scale: 1" = 60'

TEMPORARY BENCHMARK

THE SITE BENCHMARK IS THE TOP OF MAG NAIL & DISK WITH "BM" LB #7143 LOCATED IN THE EXISTING SIDEWALK NEAR N. LAKEWOOD AVE.
NORTHING: 1550853.83
EASTING: 482569.92
ELEV. = 160.08 (NAVD 88')

SWPPP UPDATES AND AMENDMENTS

THE GC MUST UPDATE THE SWPPP, INCLUDING THE JOBSITE BINDER AND SITE MAPS, TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE. UPDATES SHALL BE MADE DAILY TO TRACK PROGRESS WHEN ANY OF THE FOLLOWING ACTIVITIES OCCUR: BMP INSTALLATION, MODIFICATION OR REMOVAL, CONSTRUCTION ACTIVITIES (E.G., PAVING, STORM SEWER INSTALLATION, FOOTING INSTALLATION, ETC.), CLEARING, GRUBBING OR GRADING, OR TEMPORARY OR PERMANENT STABILIZATION.

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LEGEND

SITE FEATURES:

- PROPERTY LINE
- RIGHT OF WAY LINE
- LIMITS OF DISTURBANCE (LOD)
- EXISTING CONTOUR (77)
- EXISTING STORM PIPE
- DIRECTION OF OVERLAND FLOW (S=X.XX%)
- SEDIMENTATION SILT FENCE WITH WIRE BACKING (SF)
- CONSTRUCTION FENCE (CN-F)
- STORM / SANITARY MANHOLE
- DITCH BOTTOM INLET
- MITERED END SECTION
- FLUME
- CURB INLETS

EROSION DETAILS:

- CE — TEMPORARY CONSTRUCTION EXIT
- SS — SWPPP INFORMATION SIGN
- IP1 — INLET PROTECTION FILTER SACK
- IP2 — INLET PROTECTION FILTER SACK (GRATED CURB INLET)
- IP3 — TRUCK WELL INLET PROTECTION
- IP4 — CURB INLET PROTECTION (GUTTER BUDDY)

EROSION NOTES:

- PS — PERMANENT SEEDING, SOD, OR MULCHING (SEE LANDSCAPE PLANS)
- PROPOSED FDOT TYPE III BARRICADES PER FDOT INDEX 102-600 WITH ROAD CLOSURE SIGN (R11-2)

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NOTE:
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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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Plans Prepared By:
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JOSHUA D. LOCKHART
FL. PE. NO. 74011

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No.	Date	Revision
1	04/03/2025	PER CITY OF OCOEE COMMENTS

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

PHASE 2 EROSION AND SEDIMENTATION CONTROL PLAN

NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
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SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR ESTIMATED PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
TEMPORARY CONSTRUCTION EXITS																								
TEMPORARY CONTROL MEASURES																								
SEDIMENT CONTROL BASIN(S)/TRAP(S)																								
STRIP & STOCKPILE TOPSOIL																								
ROUGH GRADING																								
STORM FACILITIES																								
SITE CONSTRUCTION																								
FINISH GRADING																								
PERMANENT CONTROL STRUCTURES																								
FOUNDATION / BUILDING CONSTRUCTION																								
LANDSCAPING/SEED/FINAL STABILIZATION																								

1) CONTRACTOR MUST COMPLETE TABLE WITH ESTIMATED DATES OF PROJECT ACTIVITIES PRIOR TO BMP CERTIFICATION.
2) TIME SCHEDULE MUST COINCIDE WITH THE SWPPP IMPLEMENTATION SEQUENCE.

LAST REVISED:	STANDARD DETAIL
APRIL 30, 2011	

ACREAGE SUMMARY
(IN ACRES)

1	RETAIL PROPERTY AREA	8.00
2	PERMITTED AREA WITHIN RETAIL PROPERTY	8.00
3	PERMITTED AREA OUTSIDE OF RETAIL PROPERTY	2.00
4	TOTAL PERMITTED PROJECT AREA (MUST MATCH NOI)	10.00
5	IMPERVIOUS AREA BEFORE PROJECT	1.00
6	IMPERVIOUS AREA AT COMPLETION	7.00
7	PERVIOUS AREA AT COMPLETION	3.50

LAST REVISED:	STANDARD DETAIL
JUNE 2013	

RUNOFF COEFFICIENT SUMMARY

PRE-CONSTRUCTION RUNOFF COEFFICIENT [OR SCS TR-55 CURVE NUMBER]:	CN = 82.0
POST-CONSTRUCTION RUNOFF COEFFICIENT [OR SCS TR-55 CURVE NUMBER]:	CN = 93.2

LAST REVISED:	STANDARD DETAIL
JUNE 2012	

SITE LOCATION SUMMARY

ADDRESS:	SOUTHWEST CORNER OF CLARCONA OCOEE RD. AND NORTH LAKEWOOD AVE. OCOEE, FLORIDA 34761
CENTER OF SITE:	
LATITUDE:	28°59'87.67"N
LONGITUDE:	81°54'18.67"W
ADJACENT SURROUNDING PROPERTIES:	PROPERTY IS SURROUNDED BY CLARCONA OCOEE RD AND RESIDENTIAL APARTMENT COMPLEX TO THE NORTH, POND TO THE SOUTH, OCOEE VILLAGE CENTER SE CORNER COMMERCIAL PLAZA ON THE EAST, AND RESIDENTIAL PROPERTIES ON THE WEST.

LAST REVISED:	STANDARD DETAIL
JUNE 2012	

SITE TOPOGRAPHY SUMMARY

LOWEST ELEVATION OF PROJECT SITE:	152.00' (NAVD 88)
HIGHEST ELEVATION OF PROJECT SITE:	160.98' (NAVD 88)
PERCENT SLOPE VARIATION:	--
TOPOGRAPHY CHANGES:	0-2' ON AVERAGE BUT WILL MAINTAIN GENERAL SLOPE OF LAND.
VEGETATION:	EXISTING SITE HAS BEEN CLEARED
AVERAGE SLOPE:	1-2% FROM NORTH CENRAL SIDE OF SITE TO SOUTHWEST AND SOUTHEAST

LAST REVISED:	STANDARD DETAIL
JUNE 2013	

SITE SOILS SUMMARY

SOIL TYPE AND TEXTURE:	IMMOKALEE FINE SAND PER USDA NRCS SOIL SURVEY OF ORANGE COUNTY
AVERAGE DEPTH OF TOPSOIL:	6"-12" OR 0.5'-1' DEPTH WERE OBSERVED ON THE SITE BASED ON GEOTECHNICAL FINDINGS.
AVERAGE DEPTH TO GROUNDWATER:	0' - 4' BELOW EXISTING GRADE, BASED ON GEOTECHNICAL BORINGS CONDUCTED ON-SITE.

NOTE: THE ABOVE SOILS INFORMATION IS FOR INFORMATION ONLY AND SHOULD NOT BE USED FOR BIDDING PURPOSES, CONSTRUCTION COSTS OR ESTIMATING.

LAST REVISED:	STANDARD DETAIL
JUNE 2012	

HHTPS://WWW.SFWMD.GOV/WEATHER-RADAR/RAINFALL-HISTORICAL/NORMAL
HHTPS://WWW.SFWMD.GOV/WEATHER-RADAR/RAINFALL-HISTORICAL/MONTHLY

SITE RAINFALL SUMMARY

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
AVGERAGE RAINFALL IN INCHES	1.59"	3.39"	1.74"	1.25"	2.41"	4.64"	9.4"	11.26"	9.92"	11.69"	0.36"	0.84"

THE TOTAL AVERAGE ANNUAL RAINFALL FOR THE PROJECT AREA IS: 5.05 INCHES

THE DESIGN RAIN EVENT FOR THE PROJECT IS: 10YR-24HR

LAST REVISED:	STANDARD DETAIL
JUNE 2012	

OWNER:	DEVELOPER:
KONOVER SOUTH, LLC 431 FAIRWAY DR #201 DEERFIELD BEACH, FL 33441 954-354-8289	WAL-MART STORES EAST, LP MAIL STOP 0505 702 SW 8TH STREET BENTONVILLE, AR 72716-5570 479-871-7573
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JOSHUA D. LOCKHART
FL. RE. NO. 74611

No.	Date	Revision

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

SWPPP DETAILS

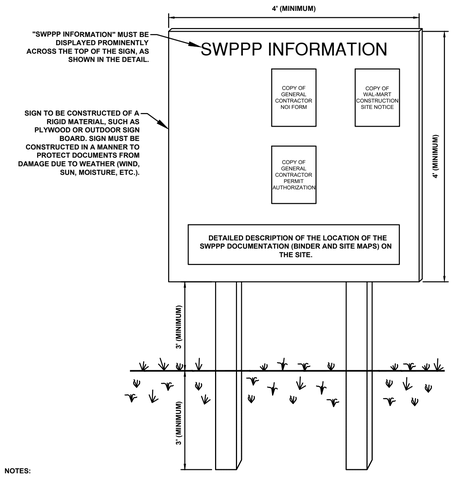
NEW GROCERY AND FUEL STATION

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Sheet No.
C4.5

J:\W131430\Civil\DWG_Current_Plan_Set\W131430 - SWPPP Details And Notes.dwg, 12/30/2025 4:32:50 PM, Benjamin Hansen,



"SWPPP INFORMATION" MUST BE DISPLAYED PROMINENTLY ACROSS THE TOP OF THE SIGN, AS SHOWN IN THE DETAIL.

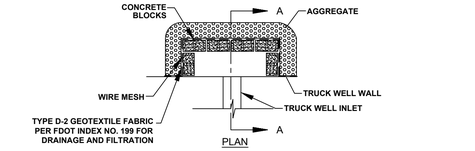
SIGN TO BE CONSTRUCTED OF A RIGID MATERIAL, SUCH AS PLYWOOD OR OUTDOOR SIGN BOARD. SIGN MUST BE CONSTRUCTED IN A MANNER TO PROTECT DOCUMENTS FROM DAMAGE DUE TO WEATHER (WIND, SUN, MOISTURE, ETC.).

NOTES:

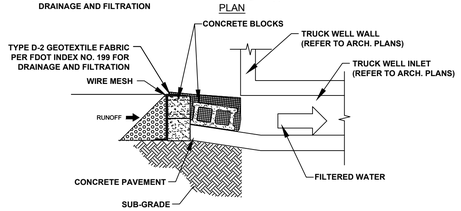
1. THE SWPPP INFORMATION SIGN MUST BE LOCATED IN A PROMINENT, PUBLICLY ACCESSIBLE LOCATION NEAR THE MAIN ENTRANCE OF THE SITE, SUCH THAT THE DOCUMENTATION CAN BE READ WITHOUT ACCESSING THE JOBSITE, BUT NOT OBSTRUCTING VIEWS AS TO CAUSE A TRAFFIC SAFETY HAZARD.
2. ALL POSTED DOCUMENTS MUST BE MAINTAINED IN A CLEARLY READABLE CONDITION AT ALL TIMES THROUGHOUT CONSTRUCTION AND UNTIL THE NOTICE-OF-TERMINATION (NOT) IS FILED FOR THE PERMIT.
3. ALL PAGES OF NOTICES OF INTENT AND PERMIT AUTHORIZATIONS MUST BE POSTED. THE CONTRACTOR MAY UTILIZE ACCESSIBLE WATERPROOF FOLDERS TO STORE THESE DOCUMENTS IF IT WILL BE DIFFICULT TO POST ALL PAGES INDIVIDUALLY.
4. CONTRACTOR SHALL POST OTHER STORMWATER AND/OR EROSION AND SEDIMENT CONTROL RELATED PERMITS ON THE SIGN AS REQUIRED BY THE GOVERNING AGENCIES.
5. SUBSEQUENT PERMIT MODIFICATION REQUESTS OR RENEWAL APPLICATIONS AND THEIR ASSOCIATED AUTHORIZATIONS OR RESPONSES SHALL BE POSTED ON THE SWPPP SIGN.
6. SIGN SHALL BE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.
7. CONTRACTOR IS RESPONSIBLE FOR ENSURING STABILITY OF THE SWPPP INFORMATION SIGN.

SS SWPPP INFORMATION SIGN
N.T.S.

LAST REVISED:	STANDARD DETAIL
JUNE 2012	



PLAN



SECTION A-A

NOTES:

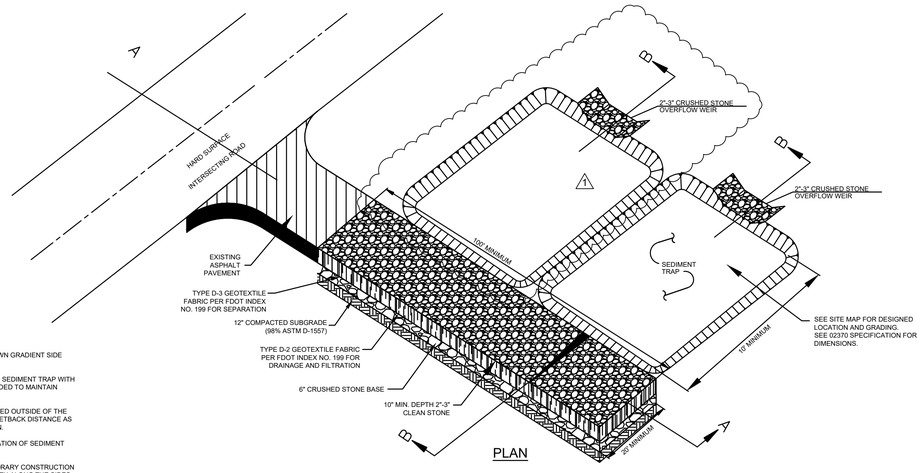
1. PLACE CONCRETE BLOCKS IN A SINGLE ROW AROUND PERIMETER OF TRUCK WELL INLET ON THEIR SIDES, WITH ENDS OF ADJACENT BLOCKS ABUTTING.
2. HEIGHT OF BARRIER VARIES. USE STACKS OF 4", 8", OR 12" BLOCKS. TOP OF BARRIER MUST BE LOWER THAN TOP OF CURB ELEVATIONS ADJACENT TO THE INLET. MAX. HEIGHT SHALL BE 24".
3. PLACE HARDWARE CLOTH/WIRE MESH W/ MAX. 1/2" OPENINGS OVER VERTICAL FACE OF CONCRETE BLOCKS.
4. THE AGGREGATE SHALL BE 3/4" - 2" ANGULAR CLEAN STONE WHICH WILL SLOW THE FLOW OF WATER AND ALLOW IT TO FILTER THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET.

MAINTENANCE NOTES:

1. INLET PROTECTION DEVICES MUST BE INSPECTED FOR SEDIMENT ACCUMULATION WITHIN THE CATCH BASIN (IF USING INSERT-TYPE DEVICE) OR UPGRADIENT OF THE INLET.
2. REMOVAL OF SEDIMENT ACCUMULATED IN OR ADJACENT TO A STORM DRAIN INLET MUST BEGIN IMMEDIATELY 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, ADJACENT SLOPES, 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 UNDERMINING OR DETERIORATION.

IP3 TRUCK WELL INLET PROTECTION
N.T.S.

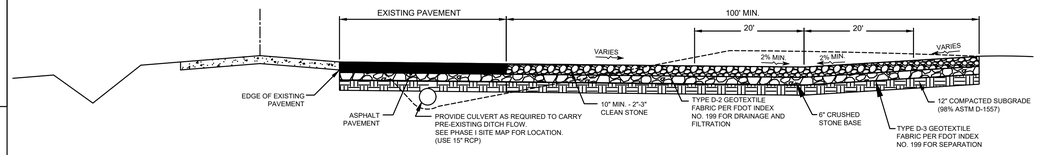
LAST REVISED:	WAL-MART STANDARD DETAIL
OCTOBER 2012	

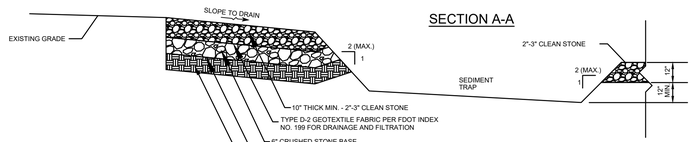


PLAN

NOTES:

1. PROVIDE SEDIMENT TRAP ON DOWN GRADIENT SIDE (OR BOTH SIDES) AS REQUIRED.
2. FLUSH SURFACE STONE TOWARD SEDIMENT TRAP WITH HIGH VOLUME WATER FLOW AS NEEDED TO MAINTAIN CLEAN SURFACE STONE.
3. SEDIMENT TRAP SHALL BE LOCATED OUTSIDE OF THE RIGHT-OF-WAY AND AT A MINIMUM SETBACK DISTANCE AS REQUIRED PER LOCAL JURISDICTION.
4. SEE SWPPP SITE MAPS FOR LOCATION OF SEDIMENT TRAP(S).
5. CONTRACTOR TO LOCATE TEMPORARY CONSTRUCTION FENCING, JERSEY BARRIERS, OR BOTH ALONG THE SIDES OF THE CONSTRUCTION EXIT TO PREVENT CONSTRUCTION TRAFFIC FROM SHORT CIRCUITING/BYPASSING THE EXIT.





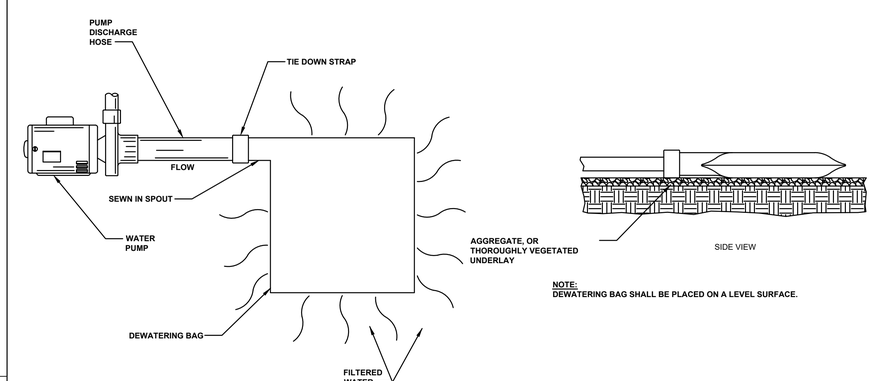
SECTION A-A

SECTION B-B

CE CONSTRUCTION EXIT
N.T.S.

LAST REVISED:	MODIFIED DETAIL
JUNE 2012	

NOTE TO GC: THE GOAL OF A CONSTRUCTION EXIT AND ASSOCIATED WHEEL WASH AREAS IS TO ELIMINATE TRACK OUT. SIMPLY MANAGING TRACK OUT THROUGH DESIGNATED OR CONTINUAL STREET SWEEPING IS NOT AN ACCEPTABLE PRACTICE. WHILE STREET SWEEPING IS AN ACCEPTABLE PRACTICE FOR REMOVING DUST AND MINIMAL AMOUNTS OF FINE SEDIMENT, OBSERVABLE TRACK OUT FROM THE PROJECT SHOULD TRIGGER THE USE OF ADDITIONAL MEASURES (WHEEL WASH), CONSIDERATION OF ALTERNATE EXITS, OR DISCONTINUING VEHICLE TRAFFIC UNTIL CONDITIONS ON-SITE HAVE IMPROVED. TRACK OUT IS A SEDIMENT RELEASE. ALL SEDIMENT RELEASES MUST BE REPORTED TO THE SWCT VIA THE ONLINE CRITICAL INCIDENT REPORT.

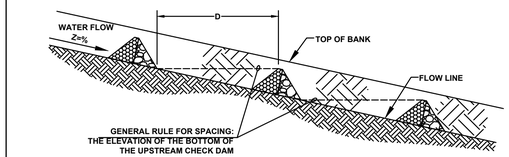


NOTE:
DEWATERING BAG SHALL BE PLACED ON A LEVEL SURFACE.

DEWATERING BAG DETAIL
N.T.S.

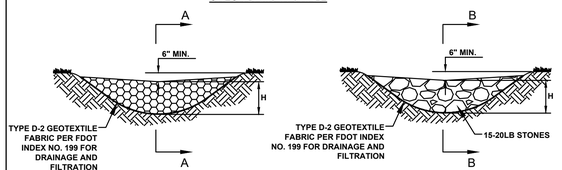
CPH STANDARD DETAIL

NOTE: SEE SITE MAP(S) FOR LOCATION OF CHECK DAM(S).



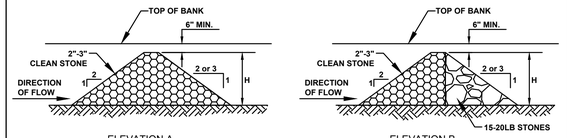
GENERAL RULE FOR SPACING: THE ELEVATION OF THE BOTTOM OF THE UPSTREAM CHECK DAM SHOULD BE EQUAL TO THE ELEVATION OF THE TOP OF THE SUCCEEDING DOWNSTREAM BERM.

CHECK DAMS IN SWALE



2 ACRES OR LESS OF DRAINAGE AREA (DOWNSTREAM VIEW)

2-10 ACRES OF DRAINAGE AREA (DOWNSTREAM VIEW)



ELEVATION A

ELEVATION B

CHECK DAMS				
CHECK DAM NAME (REFERENCE DIVERSION NAME)	CHECK DAM HEIGHT (IN.)	CHECK DAM SPACING (FT.)	AVERAGE CHANNEL SLOPE	MAXIMUM CHANNEL SLOPE
CD1	12"	N/A	3.20%	3.20%
CD2	12"	N/A	1.11%	1.11%
CD3	12"	N/A	N/A	N/A

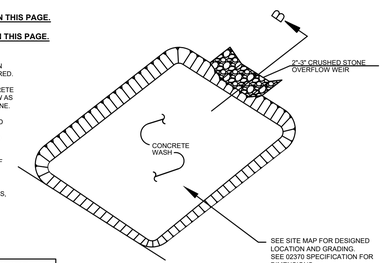
LAST REVISED:	STANDARD DETAIL
JUNE 2012	

CD ROCK CHECK DAM
N.T.S.

SEE SECTION B-B OF DETAIL "CE" ON THIS PAGE.

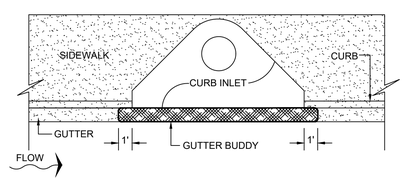
SEE NOTE TO GC ON DETAIL "CE" ON THIS PAGE.

1. PROVIDE CONCRETE WASHOUT ON DOWN GRADIENT SIDE (OR BOTH SIDES) AS REQUIRED.
2. FLUSH SURFACE STONE TOWARD CONCRETE WASHOUT WITH HIGH VOLUME WATER FLOW AS NEEDED TO MAINTAIN CLEAN SURFACE STONE.
3. CONCRETE WASHOUT SHALL BE LOCATED OUTSIDE OF THE RIGHT-OF-WAY AND AT A MINIMUM SETBACK DISTANCE AS REQUIRED PER LOCAL JURISDICTION.
4. SEE SWPPP SITE MAPS FOR LOCATION OF CONCRETE WASHOUT(S).
5. CONTRACTOR TO LOCATE TEMPORARY CONSTRUCTION FENCING, JERSEY BARRIERS, OR BOTH ALONG THE SIDES OF THE CONSTRUCTION EXIT TO PREVENT CONSTRUCTION TRAFFIC FROM SHORT CIRCUITING/BYPASSING THE EXIT.



LAST REVISED:	MODIFIED DETAIL
JUNE 2012	

CW CONCRETE WASHOUT
N.T.S.



CURB INLET PROTECTION DETAIL (GUTTER BUDDY)
N.T.S.

IP4

LAST REVISED:	CEC STANDARD DETAIL
APRIL 2021	

OWNER:	DEVELOPER:
KONOVER SOUTH, LLC 431 FAIRWAY DR #201 DEERFIELD BEACH, FL 33441 954-354-8289	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.

cph
www.cphcorp.com
Building Better Communities Together
1125 BARTOW RD
LAKELAND, FL 33801
Ph: 863-252-2761

Plans Prepared By:
CPH ,LLC
A Full Service A & E Firm

JOSHUA D. LOCKHART
FL. REG. NO. 74611

No.	Date	Revision
1	04/03/2025	PER CIRT OF OCOEE COMMENTS

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

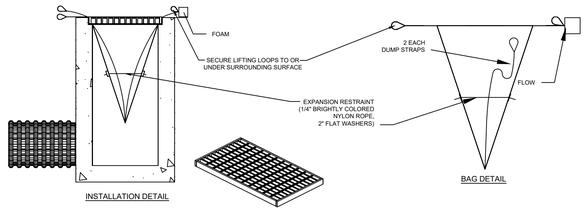
SWPPP DETAILS

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

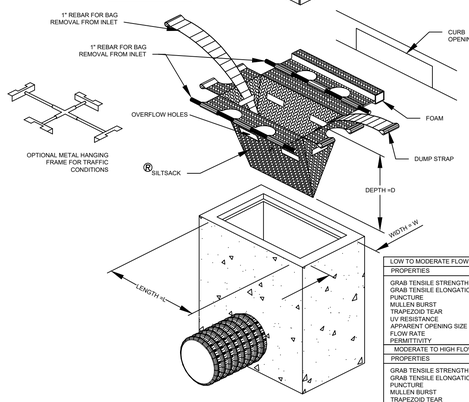
Sheet No.
C4.6

J:\W131430\Civil\DWG__Current_Plan_Set\W131430 - SWPPP Details And Notes.dwg, 12/30/2025 4:32:51 PM, Benjamin Hansen,



INSTALLATION DETAIL

BAG DETAIL

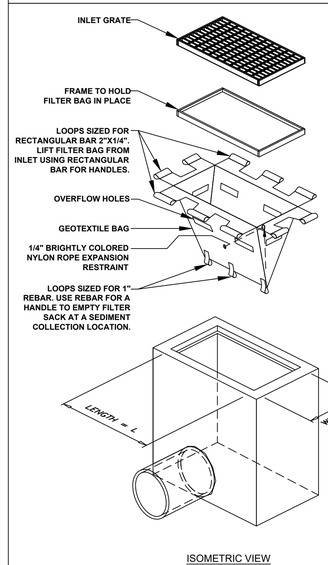


1. REMOVE TRAPPED SEDIMENT WHEN BRIGHTLY COLORED EXPANSION RESTRAINT CAN NO LONGER BE SEEN.
2. GEOTEXTILE SHALL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS REQUIREMENTS IN THE SPECIFICATIONS TABLE.
3. PLACE AN OIL ADSORBENT PAD OR PILLOW OVER INLET GRATE WHEN OIL SPILLS ARE A CONCERN.
4. INSPECT PER REGULATORY REQUIREMENTS.
5. THE WIDTH, "W", OF THE FILTER SACK SHALL MATCH THE INSIDE WIDTH OF THE GRATED INLET BOX.
6. THE DEPTH, "D", OF THE FILTER SACK SHALL BE BETWEEN 18 INCHES AND 36 INCHES.
7. THE LENGTH, "L", OF THE FILTER SACK SHALL MATCH THE INSIDE LENGTH OF THE GRATED INLET BOX.
8. EXTRA CARE SHALL BE TAKEN TO ENSURE REGULAR MAINTENANCE OF FILTER SACKS USED IN RIGHT OF WAY TO ENSURE ADEQUATE DRAINAGE CAPACITY.

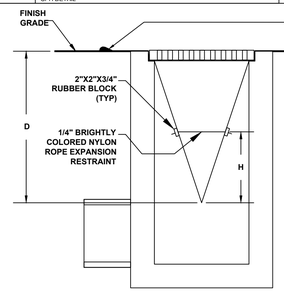
LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	120 LBS
MULLEN BURST	ASTM D-3786	800 PSI
TRAPEZOID TEAR	ASTM D-4533	120 LBS
UV RESISTANCE	ASTM D-4355	80 %
APPARENT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	40 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	0.55 SEC -1
MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	135 LBS
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4355	90 %
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC -1

FILTER SACKS
(GRATED CURBED INLETS)
NTS
IP2

12/08/11	CPH DETAIL



ISOMETRIC VIEW



SECTION VIEW
(FILTER SACK INSTALLED)

NOTES:

1. GEOTEXTILE SHALL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS REQUIREMENTS IN THE SPECIFICATIONS TABLE.
2. PLACE AN OIL ABSORBENT PAD OR PILLOW OVER INLET GRATE WHEN OIL SPILLS ARE A CONCERN.
3. THE WIDTH, "W", OF THE FILTER SACK SHALL MATCH THE INSIDE WIDTH OF THE GRATED INLET BOX.
4. THE DEPTH, "D", OF THE FILTER SACK SHALL BE BETWEEN 18 INCHES AND 36 INCHES.
5. THE LENGTH, "L", OF THE FILTER SACK SHALL MATCH THE INSIDE LENGTH OF THE GRATED INLET BOX.

MAINTENANCE NOTES:

1. **INLET PROTECTION DEVICES MUST BE INSPECTED FOR SEDIMENT ACCUMULATION WITHIN THE CATCH BASIN. REMOVE TRAPPED SEDIMENT WHEN BRIGHTLY COLORED EXPANSION RESTRAINT CAN NO LONGER BE SEEN.**
2. **REMOVAL OF SEDIMENT ACCUMULATED IN OR ADJACENT TO A STORM DRAIN INLET MUST BEGIN IMMEDIATELY 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, ADJACENT SLOPES, 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 UNDERMINING OR DETERIORATION.**

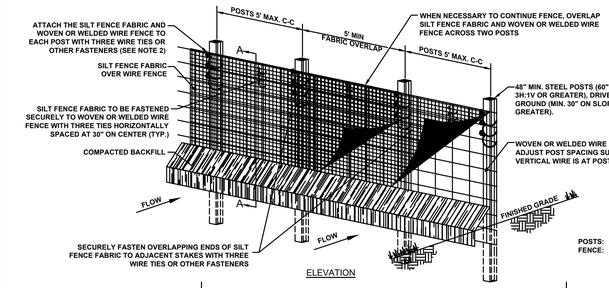
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PUNCTURE	ASTM D-4833	120 LBS
MULLEN BURST	ASTM D-3786	800 PSI
TRAPEZOID TEAR	ASTM D-4533	120 LBS
UV RESISTANCE	ASTM D-4355	80 %
APPARENT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	40 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	0.55 SEC -1

MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	135 LBS
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4355	90 %
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC -1

LAST REVISED:	STANDARD DETAIL
APRIL 30, 2011	

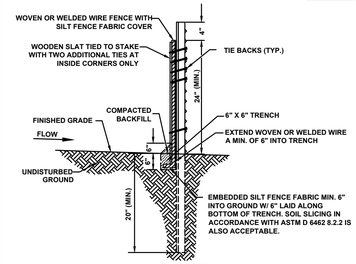
IP1 INLET PROTECTION FILTER SACK
N.T.S.

FOR USE ONLY IN PAVED AREAS WHERE SEDIMENT LOADS ARE EXPECTED TO BE VERY LOW. FILTER SACK MUST HAVE OVERFLOW HOLES TO PREVENT PONDING.

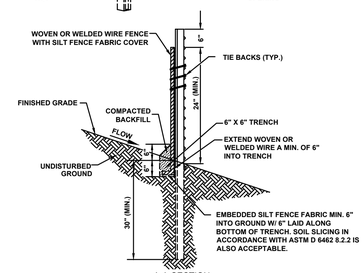


ELEVATION

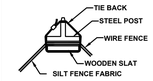
POSTS: STEEL T OR U TYPE.
FENCE: WOVEN OR WELDED WIRE, 14 GA., 6"X6" MAX. MESH OPENING



A-A-SECTION
(FOR SLOPES LESS THAN 3:1)



A-A-SECTION
(FOR SLOPES 3:1 AND GREATER)



INSIDE CORNER - PLAN VIEW

SILT FENCE				
SILT FENCE SECTION	TYPE (WIRE BACK OR SLICED)	SECTION LENGTH (FT)	DRAINAGE AREA (ACRES)	AVERAGE SLOPE OF AREA
N. PROP. LINE ADJACENT TO CLARCONA OCOEE RD	WIRE	725	2.00	--
E. PROP. LINE ADJACENT TO WESTBRIDGE RD	WIRE	642	2.00	--
S. PROP. LINE ADJACENT TO BANYAN COVE BLVD.	WIRE	335	2.00	--
W. PROP. LINE ADJACENT TO N. LAKEWOOD AVE	WIRE	796	1.99	--

SF SEDIMENTATION/SILT FENCE WITH WIRE BACKING
N.T.S.

LAST REVISED:	STANDARD DETAIL
JUNE 2012	

TABLE 1 Temporary Silt Fence Material Property Requirements

		Test Method	Units	Supported [1] Silt Fence	Unsupported [1] Silt Fence	Type of Value
Grab Strength		ASTM D 4632	N (lbs)			
	Machine Direction			400 (90)	550 (90)	MARV
	X-Machine Direction			400 (90)	450 (90)	MARV
Permittivity [2]		ASTM D 4491	sec-1	0.05	0.05	MARV
Apparent Opening Size [2]		ASTM D 4751	mm (US Sieve #)	0.60 (30)	0.60 (30)	Max. ARV [3]
Ultraviolet Stability		ASTM D 4355	% Retained Strength	70% after 500 h of exposure	70% after 500 h of exposure	Typical

[1] Silt fence support shall consist of 14 gage steel wire with a mesh spacing of 150 mm (6 in.) or prefabricated polymer mesh of equivalent strength.

[2] These default values are based on empirical evidence with a variety of sediments. For environmentally sensitive areas, a review of previous experience and/or site or regionally specific geotextile tests in accordance with Test Method D 5141 should be performed by the agency to confirm suitability of these requirements.

[3] As measured in accordance with Test Method D 4632.

TABLE 1 TAKEN FROM ASTM D 6461-99 (2007)

SPECIFICATIONS FOR SILT FENCE INSTALLATION

1. **MATERIALS AND INSTALLATION SHALL COMPLY WITH ASTM D 6462 LATEST EDITION.**
2. **INSTALL SILT FENCE AT A FAIRLY LEVEL GRADE ALONG THE CONTOUR WITH THE ENDS CURVED UPHILL TO PROVIDE SUFFICIENT UPSTREAM STORAGE VOLUME FOR THE ANTICIPATED RUNOFF.**
3. **ATTACH THE GEOTEXTILE OR FABRIC TO THE WOVEN OR WELDED WIRE FENCE WITH THREE WIRE TIES OR OTHER FASTENERS (HORIZONTALLY SPACED EVERY 30"), ALL SPACED WITHIN THE TOP 8" OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1" VERTICALLY APART. AT EACH POST, ATTACH THE GEOTEXTILE OR FABRIC AND THE WOVEN OR WELDED WIRE FENCE TO THE POST AS PREVIOUSLY STATED. IN ADDITION, EACH TIE PLACED ON A POST SHOULD BE POSITIONED TO HANG ON A POST NIPPLE WHEN TIGHTENED TO PREVENT SAGGING.**
4. **WHEN TWO SECTIONS OF SILT FENCE FABRIC ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED A MINIMUM OF 60" ACROSS TWO POSTS, AS SHOWN.**
5. **ALL SILT FENCE SHALL INCLUDE WIRE SUPPORT UNLESS THE STATIC SLICING EQUIPMENT IS UTILIZED TO INSTALL THE FENCE PER DETAIL, "SILT FENCE INSTALLATION (SLICING METHOD)".**
6. **WRAP APPROXIMATELY 6" OF FABRIC AROUND THE END POSTS AND SECURE WITH 3 TIES.**
7. **COMPACT THE SOIL IMMEDIATELY NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SKID STEER, OR ROLLER EXERTING AT LEAST 60 POUNDS PER SQ. INCH. COMPACT THE UPSTREAM SIDE FIRST. COMPACT EACH SIDE TWICE FOR A TOTAL OF FOUR TRIPS.**
8. **ADD POST CAPS AS NEEDED BASED ON SITE CONDITIONS AND APPLICABLE AGENCY REQUIREMENTS.**

MAINTENANCE NOTES

1. **SILT FENCES SHALL BE INSPECTED ALONG ITS ENTIRETY AND MUST BE CLEANED WHEN SEDIMENT HAS ACCUMULATED TO ONE-THIRD THE HEIGHT OF THE SILT FENCE. MAINTENANCE CLEANOUT MUST BE CONDUCTED REGULARLY TO PREVENT ACCUMULATED SEDIMENTS FROM REACHING ON-THIRD THE HEIGHT OF THE SILT FENCE.**
2. **ALL MATERIAL EXCAVATED FROM BEHIND SILT FENCE SHALL BE STOCKPILED ON AN UPLAND PORTION OF THE SITE IF SUITABLE FOR REUSE.**
3. **SPECIAL ATTENTION SHOULD BE PAID TO ENSURE THAT NO UNDERMINING OF SILT FENCE HAS OCCURRED AND THAT NO BYPASS IS OCCURRING AT JOINING SECTIONS.**
4. **IF EXCESS SEDIMENT IS ACCUMULATING IN ANY SECTION OF SILT FENCE, THE CONTRACTOR SHOULD IMPLEMENT ADDITIONAL UPSTREAM STABILIZATION MEASURES OR ADDITIONAL BMPS (PENDING CEC APPROVAL) TO PREVENT EXCESSIVE BUILDUP ON SILT FENCE.**
5. **SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED.**

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NOTES:

1. **CONSIDERATION MUST BE GIVEN TO ANTICIPATED CLIMATE AND SEASONAL CONDITIONS WHEN PLANTING SEED.**
2. **SEED SHALL BE FREE OF WEEDY SPECIES AND APPROPRIATE FOR SITE SOILS AND REGIONAL CLIMATE. SEED AND MULCH PER THE CONSTRUCTION DRAWINGS AND THE 02900 PLANTING SPECIFICATION IMMEDIATELY AFTER TOPSOIL IS APPLIED AND FINAL GRADE IS REACHED.**
3. **THE SITE HAS ACHIEVED FINAL STABILIZATION ONCE ALL AREAS ARE COVERED WITH BUILDING FOUNDATION OR PAVEMENT, OTHER LANDSCAPING COVER (STONE, MULCH, ETC.), OR HAVE A STAND OF GRASS WITH A MINIMUM OF 70 PERCENT DENSITY OVER THE ENTIRE VEGETATED AREA, OR GREATER IN ACCORDANCE WITH THE GENERAL PERMIT REQUIREMENTS.**
4. **VEGETATED AREAS MUST BE WATERED, FERTILIZED, AND RESEEDED AS NEEDED TO ACHIEVE THIS REQUIREMENT.**
5. **THE VEGETATIVE DENSITY MUST BE MAINTAINED THROUGH PROJECT COMPLETION TO BE CONSIDERED STABILIZED. AREAS PROTECTED BY EROSION CONTROL BLANKETS ARE NOT PERMANENTLY STABILIZED UNTIL THE APPLICABLE GENERAL PERMIT REQUIREMENT FOR FINAL VEGETATIVE DENSITY IS ACHIEVED.**
6. **RIP-RAP, MULCH, GRAVEL, DECOMPOSED GRANITE OR OTHER EQUIVALENT PERMANENT STABILIZATION MEASURES MAY BE EMPLOYED IN LIEU OF VEGETATION BASED ON SITE-SPECIFIC CONDITIONS, DESIGN AND GOVERNING AUTHORITY APPROVAL.**
7. **ALL VEGETATED AREAS SHALL BE INSPECTED REGULARLY TO CONFIRM THAT A HEALTHY STAND OF GRASS IS MAINTAINED.**

SVR SEEDING/VEGETATION REQUIREMENTS
N.T.S.

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NOTES:

1. **THE GC IS REQUIRED TO, AT A MINIMUM, INITIATE SOIL STABILIZATION MEASURES IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE, OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT LIKELY RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.**
2. **THE GC HAS 7 DAYS FROM INITIATION OF STABILIZATION TO COMPLETE SOIL PREPARATION, SEEDING, MULCHING, AND ANY OTHER REQUIRED ACTIVITIES RELATED TO THE PLANTING AND ESTABLISHMENT OF VEGETATION. THE GC ALSO HAS 7 DAYS FROM INITIATION OF STABILIZATION TO COMPLETELY INSTALL NON-VEGETATED MEASURES, IF UTILIZED.**
3. **ALL DISTURBED AREAS MUST BE STABILIZED TEMPORARILY WITH THE USE OF FAST-GERMINATING ANNUAL GRASS/GRAIN VARIETIES APPROPRIATE FOR SITE SOIL AND CLIMATE CONDITIONS. MULCH IS REQUIRED FOR ALL SEEDING APPLICATIONS, AND ALL MULCH APPLICATIONS MUST INCLUDE A SUITABLE FORM OF MULCH ANCHORING TO MINIMIZE MOVEMENT OF MULCH BY WIND OR WATER.**
4. **ALTERNATIVE STABILIZATION MEASURES TO SEEDING, SUCH AS ANCHORED MULCH APPLICATION (WITHOUT SEEDING), MAY BE UTILIZED DURING PERIODS WHEN VEGETATIVE GROWTH IS UNLIKELY (E.G. WINTER MONTHS).**
5. **IT IS NOT ACCEPTABLE TO ALLOW BARE SOIL TO REMAIN EXPOSED AT ANY TIME DURING THE YEAR, REGARDLESS OF WEATHER/TEMPERATURE/SITE CONDITIONS.**
6. **ALTERNATIVE STABILIZATION MEASURES INCLUDE, BUT ARE NOT LIMITED TO: ANCHORED STRAW/HAY MULCH, WOOD CELLULOSE FIBER MULCH, SPRAY-ON SOIL GLUES/BINDERS, AND ROLLED EROSION CONTROL PRODUCTS.**
7. **ALL ROLLED EROSION CONTROL PRODUCTS SHALL HAVE CURRENT QDOR(TM) STATUS ISSUED BY THE EROSION CONTROL TECHNOLOGY COUNCIL (ECTC) PLUS ANY STATE OR AGENCY-SPECIFIC REQUIREMENTS. EVIDENCE OF QDOR(TM) APPROVAL SHALL ACCOMPANY THE PRODUCT SHIPPED TO THE JOBSITE FOR READY IDENTIFICATION BY THE CONTRACTOR OR AGENCY INSPECTOR.**
8. **ROLLED EROSION CONTROL PRODUCTS (NETS, BLANKETS, TURF REINFORCED MATES) AND VEGETATED AREAS NOT MEETING REQUIRED VEGETATIVE DENSITIES FOR FINAL STABILIZATION MUST BE INSPECTED DAILY. RILING, RUTTING AND OTHER SIGNS OF EROSION INDICATE THE SPECIFIED EROSION CONTROL DEVICE IS NOT FUNCTIONING OR INSTALLED PROPERLY AND/OR ADDITIONAL EROSION CONTROL DEVICES ARE WARRANTED.**

TS TEMPORARY SEEDING OR STABILIZATION
N.T.S.

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NOTES:

1. **PERMANENT STABILIZATION SHALL BE ACCOMPLISHED IN ALL DISTURBED AREAS BY COVERING THE SOIL WITH PAVEMENT, BUILDING STRUCTURES, VEGETATION, OR OTHER FORMS OF SOIL STABILIZATION.**
2. **THE GC IS REQUIRED TO INITIATE PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY UPON REACHING FINAL GRADE. FOR THOSE AREAS NOT AT FINAL GRADE THAT WILL NOT BE DISTURBED FOR GREATER THAN 14 DAYS, THE CONTRACTOR SHOULD INITIATE TEMPORARY STABILIZATION PER THE TEMPORARY SEEDING OR STABILIZATION DETAIL.**
3. **THE GC HAS 7 DAYS FROM INITIATION OF STABILIZATION TO COMPLETE SOIL PREPARATION, SEEDING, MULCHING, AND ANY OTHER REQUIRED ACTIVITIES RELATED TO THE PLANTING AND ESTABLISHMENT OF VEGETATION. THE GC ALSO HAS 7 DAYS FROM INITIATION OF STABILIZATION TO COMPLETELY INSTALL NON-VEGETATED MEASURES, IF UTILIZED.**
4. **SOILS MUST BE PREPARED BEFORE INSTALLATION OF SOD OR SEED. SEE 02900 SPECIFICATION FOR INSTRUCTION ON PROPER SOIL PREPARATION.**
5. **AT THE COMPLETION OF GROUND-DISTURBING ACTIVITIES, THE ENTIRE SITE MUST HAVE PERMANENT VEGETATIVE COVER MEETING VEGETATIVE DENSITY REQUIREMENTS IN THE GENERAL PERMIT, OR MULCH PER LANDSCAPE PLAN, IN ALL AREAS NOT COVERED BY HARDSCAPE (STONE, PAVEMENT, BUILDINGS, ETC.).**
6. **SEEDED AREAS SHALL BE PROTECTED WITH STRAW MULCH, HYDRAULIC MULCH OR A ROLLED EROSION CONTROL PRODUCT. STRAW MULCH MUST BE TACKIFIED OR CRIMPED BY DISC OR OTHER MACHINERY, AND ROLLED EROSION CONTROL PRODUCTS MUST BE INSTALLED PER MANUFACTURER RECOMMENDATIONS. ONLY ROLLED EROSION CONTROL PRODUCTS ARE PERMITTED TO BE USED IN FLOW CONVEYANCES.**
7. **ALL AREAS TO BE SEEDED MUST MEET TOPSOIL DEPTH, PH AND ORGANIC CONTENT REQUIREMENTS.**
8. **FINAL SITE STABILIZATION IS ACHIEVED WHEN PERENNIAL VEGETATIVE COVER PROVIDES PERMANENT STABILIZATION WITH A UNIFORM DENSITY GREATER THAN 70 PERCENT OVER THE ENTIRE AREA TO BE STABILIZED BY VEGETATIVE COVER. THIS AREA IS EXCLUSIVE OF AREAS THAT ARE COVERED WITH ROCK (CRUSHED GRANITE, GRAVEL, ETC.) OR LANDSCAPE MULCH, PAVED OR HAVE A BUILDING OR OTHER PERMANENT STRUCTURE ON THEM.**

PS PERMANENT SEEDING, SOD OR MULCHING
N.T.S.

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OWNER:	DEVELOPER:
KONOVER SOUTH, LLC 431 FAIRWAY DR #201 DEERFIELD BEACH, FL 33441 954-354-8289	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.

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Plans Prepared By:
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JOSHUA D. LOCKHART
FL. RE. NO. 74611

No.	Date	Revision

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025
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SWPPP DETAILS

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C4.7

J:\W131430\Civil\DWG__Current_Plan_Set\W131430 - SWPPP Details And Notes.dwg, 12/30/2025 4:32:53 PM, Benjamin Hansen,

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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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 SETTLEING PASSIVE TREATMENT SYSTEMS

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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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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

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NOTES:

1. ALL PERSONNEL INVOLVED WITH CONSTRUCTION ACTIVITIES MUST COMPLY WITH STATE AND LOCAL SANITARY OR SEPTIC SYSTEM REGULATIONS. PORTABLE TOILETS MUST BE LOCATED AT LEAST 30 FEET FROM INLETS, CHANNELS, SWALES, OR PERMITTED LIMITS OF DISTURBANCE, AND MUST BE LOCATED AT LEAST 50 FEET FROM WATERS OF THE STATE, OR WATERS OF THE U.S.. PORTABLE TOILETS MUST BE SECURELY ANCHORED AND/OR TIED DOWN. SECONDARY CONTAINMENT SHALL BE PROVIDED AND FULL CAPACITY SHALL BE RESTORED IMMEDIATELY UPON DISCOVERY OF ITS DIMINISHMENT. THE LOCATION OF SANITARY FACILITIES SHALL BE SHOWN ON THE SITE MAPS.

SAF SANITARY FACILITIES

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NOTES:

1. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.

TP TEMPORARY PARKING

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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 #3585 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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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. RUNOFF 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 OFFLORIDA 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 COMMERCIALLY 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 85% TO PREVENT ANY POTENTIAL OVERFLOW IN A STORM EVENT.
4. ALTERNATIVELY, WASTE CONCRETE CAN BE PLACED INTO FORMS TO MAKE RIP RAP AND/OR OTHER USEFUL CONCRETE PRODUCTS. PORTABLE CONCRETE WASHOUT CONTAINERS SHALL BE DISPOSED IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THE GC IS RESPONSIBLE FOR ASSURING THAT THESE PROCEDURES, APPLICABLE LAWS, AND ENVIRONMENTAL REGULATIONS ARE FOLLOWED. THE LOCATION OF CONCRETE WASHOUT CONTAINERS SHALL BE SHOWN ON THE SITE MAPS.

CW CEMENT AND CONCRETE WASHOUT

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NOTES:

1. PROVIDE WASH STATION IN A LOCATION PROTECTED FROM WEATHER ELEMENTS.
2. COLLECT ALL USED WASH WATER AND DISPOSE OF IT PROPERLY.
3. PROVIDE ADEQUATE SUPPLY OF WATER AND ANY OTHER SUPPLIES TO ENSURE PROPER OPERATION OF WASH STATION WHEN NEEDED.

PSW PAINT AND STUCCO WASHOUT

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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 TARPS.
3. PERIMETER 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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NOTES:

1. LARGE AREAS OF SOIL THAT ARE DENUDED 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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NOTES:

1. THE GC SHALL IDENTIFY MASONS' AREA WITH LEGIBLE SIGNAGE ON THE SITE. TO THE EXTENT PRACTICAL, ALL MASONRY TOOLS, MATERIAL, INCLUDING SAND AND SACKED CEMENT AND/OR MORTAR MATERIALS, MIX, AND EQUIPMENT SHALL BE LOCATED WITHIN THE AREA IDENTIFIED. MATERIALS VULNERABLE TO WEATHER ELEMENTS SHALL BE STORED IN CONTAINERS AT THE END OF EACH WORK DAY; SUCH MATERIALS SHALL REMAIN STORED IN CONTAINERS WHEN NOT IN USE.
2. RUNOFF CONTROL, SUCH AS DIVERSION BERMS, SILT FENCE, SILT DIKE, OR OTHER MEANS OF CONTAINMENT SHALL BE PROVIDED TO PREVENT THE MIGRATION OF STORMWATER POLLUTANTS FROM THE MASONS' AREA. COVERED RECEPTACLES FOR DEBRIS AND TRASH DISPOSAL SHALL ALSO BE PROVIDED.
3. THE MASONS' AREA SHALL MEET OSHA AND OTHER REGULATORY REQUIREMENTS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE), FIRE EXTINGUISHERS, ETC. GC SHALL PROVIDE SCREENING OR OTHER TECHNOLOGIES FOR MASONS' AREA TO PREVENT AIRBORNE TRANSPORT OF CEMENT DUST AND OTHER PARTICULATES DUE TO HIGH SPEED WIND OR OTHER CONDITIONS. THE LOCATION OF THE MASONS' AREA SHALL BE SHOWN ON THE SITE MAPS.

MA MASONS' AREA

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JUNE 2013	

NOTES:

1. THE GC SHALL IDENTIFY FUELING AREAS WITH LEGIBLE SIGNAGE ON THE SITE. TEMPORARY ON-SITE FUEL TANKS FOR CONSTRUCTION VEHICLES SHALL MEET ALL LOCAL, STATE AND FEDERAL REGULATIONS. ALL TANKS, SINGLE AND DOUBLE WALLED, SHALL BE PROVIDED WITH SECONDARY CONTAINMENT (THAT IS CONTAINMENT EXTERNAL TO AND SEPARATE FROM PRIMARY CONTAINMENT). TANKS SHALL HAVE APPROVED SPILL CONTAINMENT WITH THE CAPACITY REQUIRED BY THE APPLICABLE REGULATIONS. SECONDARY CONTAINMENT SHALL BE CONSTRUCTED OF MATERIALS OF SUFFICIENT THICKNESS, DENSITY, AND COMPOSITION SO AS NOT TO BE STRUCTURALLY WEAKENED AS A RESULT OF CONTACT WITH THE FUEL STORED AND CAPABLE OF CONTAINING DISCHARGED FUEL FOR A PERIOD OF TIME EQUAL TO OR LONGER THAN THE MAXIMUM ANTICIPATED TIME SUFFICIENT TO ALLOW RECOVERY OF DISCHARGED FUEL. IT SHALL BE CAPABLE OF CONTAINING 110% OF THE VOLUME OF THE PRIMARY TANK IF A SINGLE TANK IS USED, OR IN THE CASE OF MULTIPLE TANKS, 150% OF THE LARGEST TANK OR 110% OF THE AGGREGATE, WHICHEVER IS LARGER.
2. THE TANKS SHALL BE IN SOUND CONDITION, FREE OF RUST OR OTHER DAMAGE WHICH MIGHT COMPROMISE CONTAINMENT. FUEL STORAGE AREAS SHALL MEET ALL EPA, OSHA AND OTHER REGULATORY REQUIREMENTS FOR SIGNAGE, FIRE EXTINGUISHERS, ETC. HOSES, VALVES, FITTINGS, CAPS, FILLER NOZZLES, AND ASSOCIATED HARDWARE SHALL BE MAINTAINED IN PROPER WORKING CONDITION AT ALL TIMES. TANKS SHALL BE LOCATED TO MINIMIZE EXPOSURE TO WEATHER AND SURFACE WATER DRAINAGE FEATURES. THE LOCATION OF FUEL TANKS SHALL BE SHOWN ON THE SITE MAPS.
3. A SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN MUST BE DEVELOPED IF ABOVEGROUND OIL STORAGE CAPACITY AT THE CONSTRUCTION SITE EXCEEDS 1,320 GALLONS OR AS SPECIFIED BY STATE.
4. CONTAINERS WITH A STORAGE CAPACITY OF 55-GALLONS OR LESS ARE NOT INCLUDED WHEN CALCULATING SITE STORAGE CAPACITY. THE GC SHALL WORK WITH THE CEC TO DEVELOP AND IMPLEMENT A SPCC PLAN IN ACCORDANCE WITH THE OIL POLLUTION PREVENTION REGULATION AT TITLE 40 OF THE CODE OF FEDERAL REGULATIONS, PART 112, (40 CFR 112).

FPSU FUEL AND PETROLEUM STORAGE AND USE

LAST REVISED:	STANDARD DETAIL
JUNE 2013	

NOTES:

1. THE GC SHALL DESIGNATE AREAS ON THE SITE MAPS FOR EQUIPMENT CLEANING, MAINTENANCE, AND REPAIR. THE GC AND SUBCONTRACTORS SHALL UTILIZE SUCH DESIGNATED AREAS. CLEANING, MAINTENANCE, AND REPAIR AREAS SHALL BE PROTECTED BY A TEMPORARY PERIMETER BERM, SHALL NOT OCCUR WITHIN 150 FEET OF ANY WATERWAY, WATER BODY OR WETLAND, AND SHALL OCCUR IN AREAS LOCATED AS FAR AS PRACTICAL FROM STORM SEWER INLETS. DRIP PANS SHALL BE USED FOR VEHICLE MAINTENANCE ACTIVITIES AND RESULTANT WASTES SHALL BE DISPOSED OF IN ACCORDANCE WITH THE HAZARDOUS MATERIAL MANAGEMENT AND SPILL REPORTING PLAN NOTES INCLUDED ON THIS PLAN SHEET.
2. USE OF DETERGENTS FOR LARGE SCALE WASHING IS PROHIBITED (FOR EXAMPLE, WASHING VEHICLES, BUILDINGS, PAVEMENT SURFACES, ETC.). ALL WASH WATER SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

EMA EQUIPMENT AND VEHICLE CLEANING AND MAINTENANCE AREAS

LAST REVISED:	STANDARD DETAIL
JUNE 2013	

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

LAST REVISED:	STANDARD DETAIL
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

LAST REVISED:	STANDARD DETAIL
JUNE 2013	

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Plans Prepared By:
CPH ,LLC
A Full Service A & E Firm

JOSHUA D. LOCKHART
FL. PE. NO. 74611

No.	Revision	Date

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

SWPPP DETAILS

NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

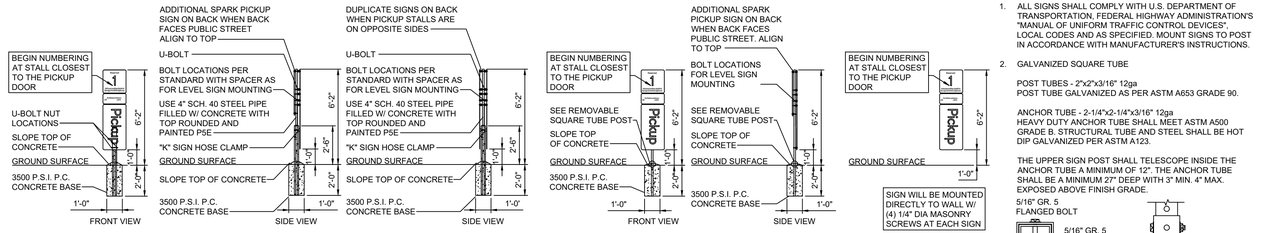
OWNER:	DEVELOPER:
KONOVER SOUTH, LLC 431 FAIRWAY DR #201 DEERFIELD BEACH, FL 33441 954-354-8289	WAL-MART STORES EAST, LP MAIL STOP 0505 702 SW 8TH STREET BENTONVILLE, AR 72716-5570 479-871-7573
SITE OPERATOR/GENERAL CONTRACTOR:	
SUPERINTENDENT:	

IMPORTANT: GC MUST SIGN ALL PLAN SHEETS AND ANY NEW PLAN SHEETS ISSUED BY THE CEC.

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C4.8

J:\W131430\Civil\DWG_Current_Plan_Set\W131430 – SWPPP Details And Notes.dwg, 12/30/2025 4:32:57 PM, Benjamin Hansen,



TYPICAL PARKING SIGNAGE IN PAVEMENT

TYPICAL PARKING SIGNAGE IN CURBED ISLAND

TYPICAL PARKING SIGNAGE WALL MOUNTED

REMOVABLE SQUARE TUBE POST

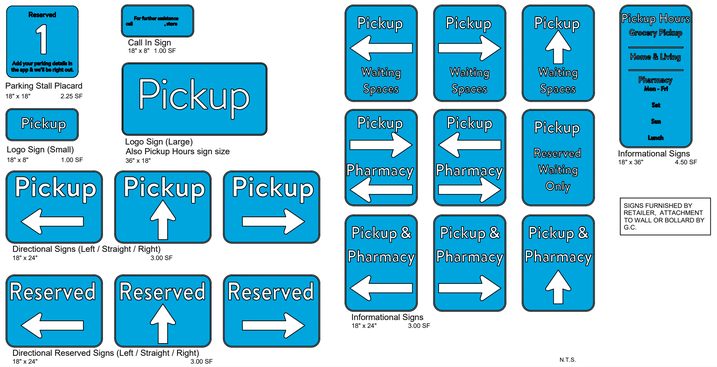
N.T.S.

NOTES:
1. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. GALVANIZED SQUARE TUBE

   POST TUBES - 2"x2"x3/16" 12ga
   POST TUBE GALVANIZED AS PER ASTM A653 GRADE 90.

   ANCHOR TUBE - 2-1/4"x2-1/4"x3/16" 12ga
   HEAVY DUTY ANCHOR TUBE SHALL MEET ASTM A500 GRADE B. STRUCTURAL TUBE AND STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123.

   THE UPPER SIGN POST SHALL TELESCOPE INSIDE THE ANCHOR TUBE A MINIMUM OF 12". THE ANCHOR TUBE SHALL BE A MINIMUM 27" DEEP WITH 3" MIN. 4" MAX. EXPOSED ABOVE FINISH GRADE.



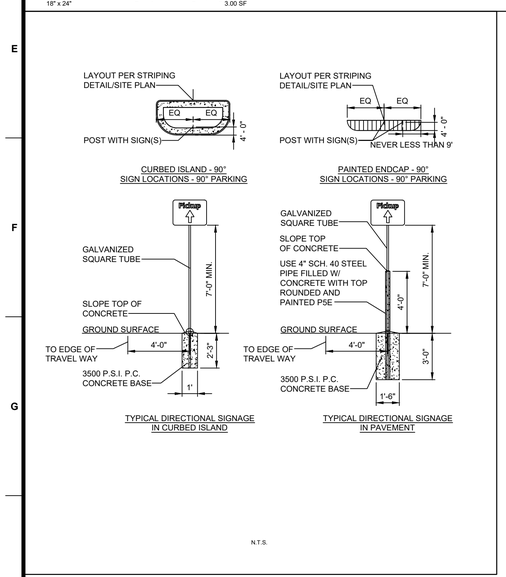
N.T.S.

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

___-___-____

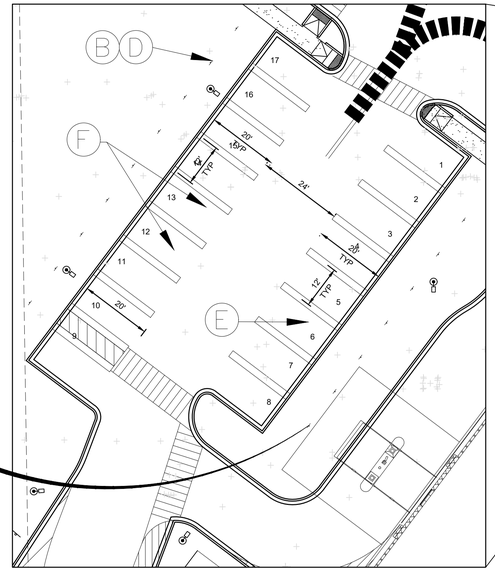
ALL PICKUP WAYFINDING AND STALL SIGNS ARE SUPPLIED BY RETAILER AND CONTRACTOR INSTALLED. CONTRACTOR TO PLACE SIGN ORDER AT LEAST 3 WEEKS IN ADVANCE. ORDER SHALL BE SENT VIA THE QUICKBASE APP. REQUEST SHALL CONTAIN A DELIVERY ADDRESS, DESIRED DELIVERY DATE, AND ANY SITE SPECIFIC SIGN SIZE AND/OR COLORS BASED ON APPROVED PLANS.



TYPICAL DIRECTIONAL SIGNAGE IN CURBED ISLAND

TYPICAL DIRECTIONAL SIGNAGE IN PAVEMENT

N.T.S.



OGP PARKING AREA DETAIL
SCALE 1:20



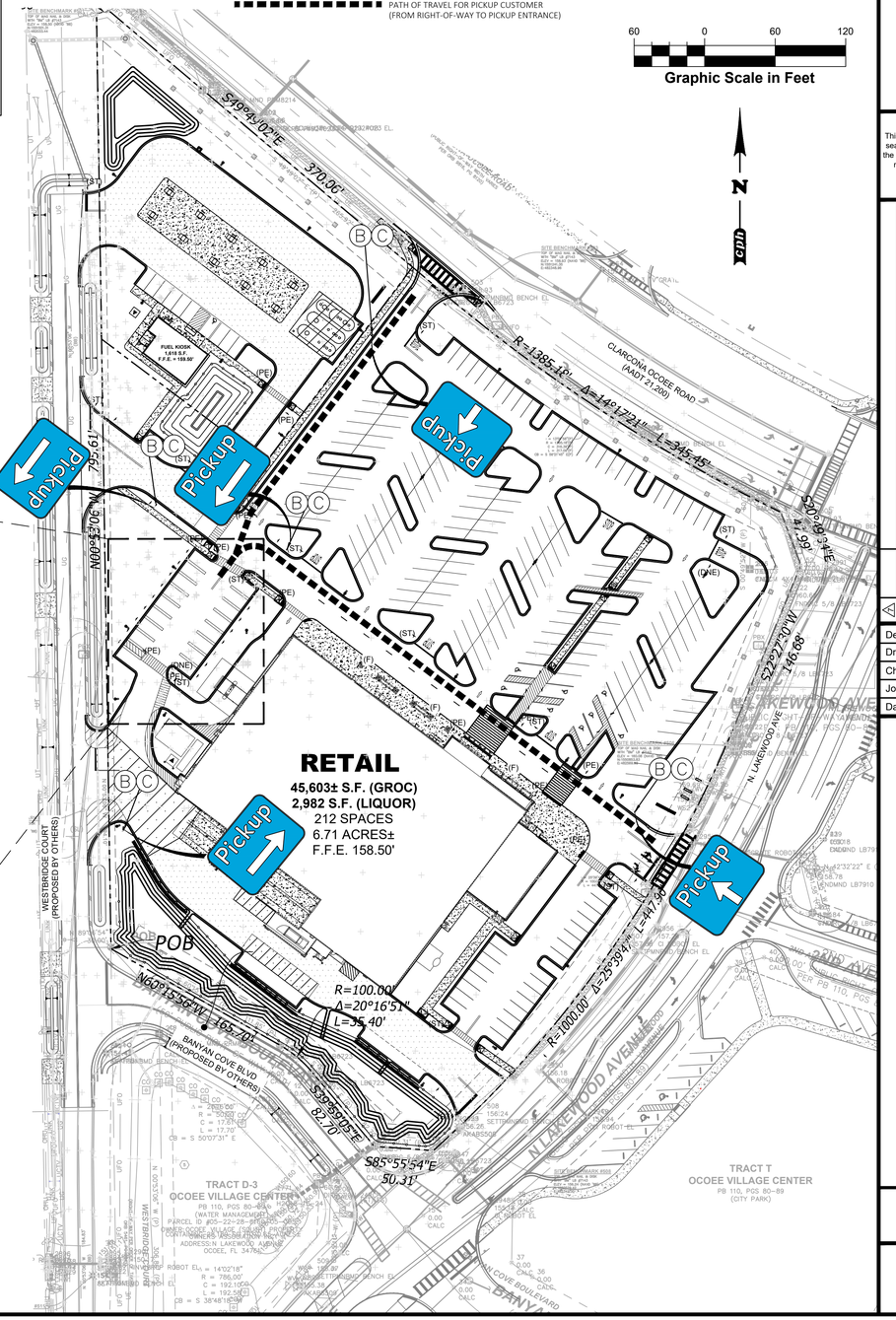
FINISH LEGEND	
P101	GUSTO GOLD SW #6904
P76	RETAIL BLUE SW#076
P5E	SAFETY YELLOW

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.

LEGEND

- (A) NEW SIGN MOUNTING AND BASE IN PAVEMENT.
- (B) NEW SIGN MOUNTING AND BASE IN CURBED ISLAND.
- (C) NEW PICKUP WAY FINDING SIGN AS SHOWN.
- (D) NEW PICKUP PARKING SPACE SIGNS "STALL DESIGNATION SIGN", "CALL IN SIGN", AND "LARGE LOGO SIGN". SEE DETAIL # AND KEYNOTE "E" BELOW.
- (E) NEW "PICKUP" PARKING SPOT DESIGNATION USED ON STALL SIGN (NOT MARKED PAVEMENT).
- (F) NEW "PICKUP" PARKING SPACE STRIPING. SEE DETAIL SHEET C5.2.

PATH OF TRAVEL FOR PICKUP CUSTOMER (FROM RIGHT-OF-WAY TO PICKUP ENTRANCE)



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JOSHUA D. LOCKHART
FL. PE. NO. 74611

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

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

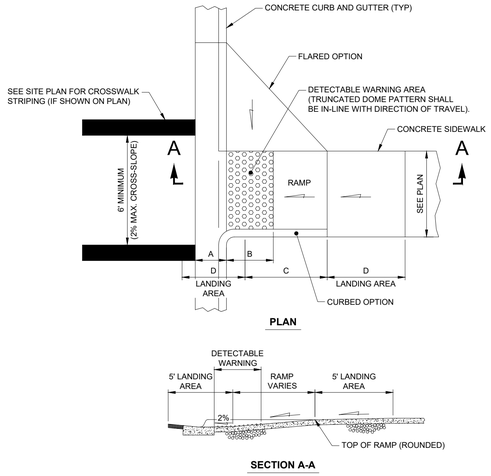
PICKUP WAYFINDING SIGN PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C4.9

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PLAN

SECTION A-A

KEYNOTE LEGEND

A CONCRETE CURB (SEE PLAN)

B LIMITS OF DETECTABLE WARNING AREA 3' PER ADA ON-SITE

C LIMITS OF RAMPED SIDEWALK, 1: 12 (8.33%) MAXIMUM RUNNING SLOPE; 1:50 (2.0%) MAXIMUM CROSS SLOPE

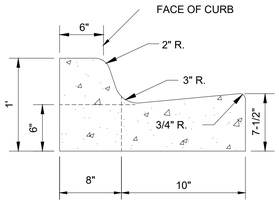
D LIMITS OF LANDING AREA (5' X 5' ON-SITE OR AS REQUIRED BY FDOT INDEX #304 WITHIN R/W); 1:50 (2.0%) MAXIMUM SLOPE IN ALL DIRECTIONS

NOTES

1. ADA RAMPS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL COMPLY WITH FDOT INDEX 304 (LATEST EDITION)
2. DETECTABLE WARNING AREA (INCLUDING COLOR, TRUNCATED DOMES, SPECIFICATIONS, ETC.) SHALL BE IN ACCORDANCE WITH FDOT INDEX #304 LATEST EDITION
3. ACCEPTANCE CRITERIA FOR DETECTABLE WARNINGS:
   - (A) THE RAMP DETECTABLE WARNING SURFACE SHALL BE COMPLETE AND UNIFORM IN COLOR AND TEXTURE
   - (B) 90% OF THE INDIVIDUAL TRUNCATED DOMES MUST COMPLY WITH THE DESIGN CRITERIA
   - (C) THERE MAY BE NO MORE THAN 4 NON-COMPLYING DOMES IN ANY ONE SQUARE FOOT OF SURFACE
   - (D) NO TWO ADJACENT DOMES MAY BE NON-COMPLIANT
   - (E) SURFACE MAY NOT DEVIATE MORE THAN 0.10" FROM A TRUE PLAN

ADA RAMP DETAIL
(NOT FOR USE WITHIN THE PUBLIC RIGHT-OF-WAY)

N.T.S.

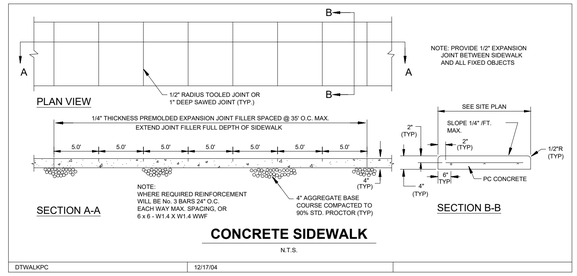


GENERAL NOTES

1. THE CONCRETE FOR CURBS SHALL BE DEPARTMENT OF TRANSPORTATION CLASS "I" CONCRETE, AND HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI.
2. ALL CURBS SHALL HAVE CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 10'- 0" ON CENTERS FOR ALL CURBS.

STANDARD CONCRETE CURB AND GUTTER DETAIL

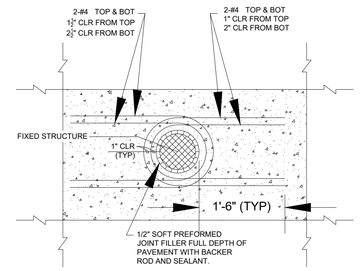
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CONCRETE SIDEWALK

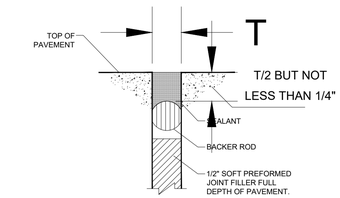
N.T.S.

DTWALKPC | 12/17/04

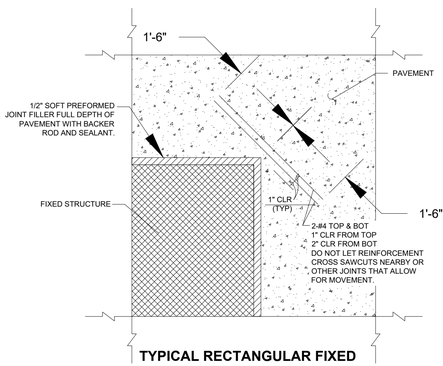


TYPICAL ROUND FIXED STRUCTURE PLAN DETAIL

USES: MANHOLES, LIGHT POLE BASES AND BOLLARDS

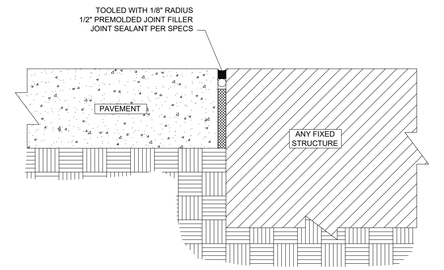


BACKER ROD AND SEALANT SECTION AT FIXED STRUCTURE



TYPICAL RECTANGULAR FIXED STRUCTURE PLAN DETAIL

USES: BUILDINGS, RETAINING WALLS/DOCK WALLS AND DROP INLETS



ISOLATION JOINT

NOTES:

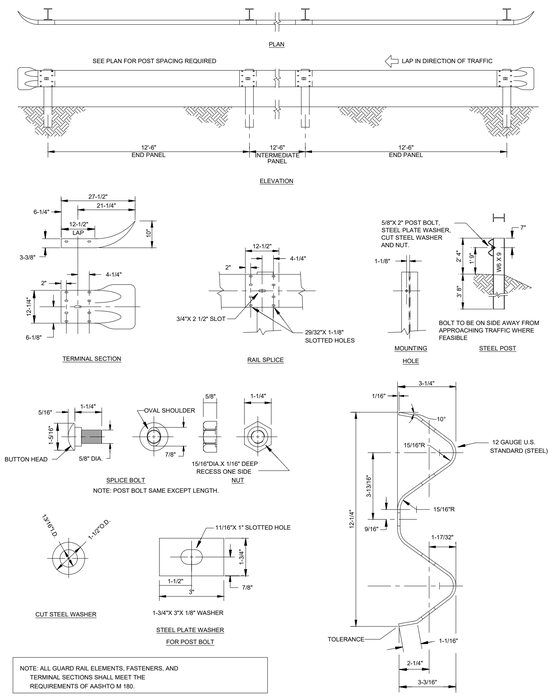
ISOLATION JOINT TO BE USED FOR FIXED STRUCTURES SUCH AS BUILDINGS, RETAINING WALLS/DOCK WALLS, DROP INLETS, MANHOLES, LIGHT POLE BASES AND BOLLARDS.

PAVEMENT IS NOT CONSIDERED A FIXED STRUCTURE.

ISOLATION JOINT DETAILS

N.T.S.

DTISOJNT | 12-04-08

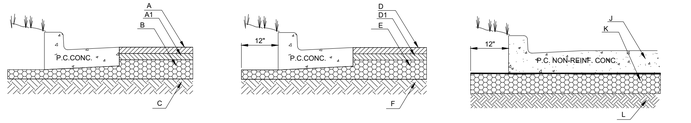


GUIDE RAIL

4A

N.T.S.

DTGUIDER | 12/04/01



(A) 1.5" FDOT TYPE SP-9.5 ASPHALT SURFACE COURSE, TRAFFIC LEVEL C/D (MAX. 20% RECYCLED) COMPACTED TO 93% LABORATORY MAXIMUM DENSITY (Gmm).

(A1) 1.5" FDOT TYPE SP-12.5 ASPHALT BINDER COURSE, TRAFFIC LEVEL C/D (MAX. 20% RECYCLED) COMPACTED TO 93% LABORATORY MAXIMUM DENSITY (Gmm).

(B) 6" MINIMUM LIMEROCK OR CRUSHED CONCRETE BASE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557, AASHTO T-180) AND WITH A LIMEROCK BEARING RATIO OF AT LEAST 100. LIMEROCK SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT VERSION OF THE FDOT SSRB, SECTION 200, AND SECTION 911 AND BE MINED OR SUPPLIED FROM AN FDOT APPROVED SOURCE. ALTERNATIVELY CRUSHED CONCRETE SHOULD BE SUPPLIED BY AN FDOT APPROVED PLANT WITH WITH QUALITY CONTROL PROCEDURES. THE GRADATION OF CRUSHED CONCRETE SHALL MEET THE CURRENT REQUIREMENTS OF AGGREGATE BASE PER SECTION 204, FDOT SSRBC.

(C) 6" MINIMUM STABILIZED SUBGRADE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557, AASHTO T-180) (FREE DRAINING FOR CRUSHED CONCRETE BASE). WITH A MINIMUM LIMEROCK BEARING RATIO OF 40 AS SPECIFIED BY THE CURRENT VERSION OF THE FDOT SSRBC CONSTRUCTION FOR TYPE B STABILIZED SUBGRADE, SECTION 160 AND SECTION 914.

STANDARD DUTY ASPHALT PAVING

(D) 1.5" FDOT TYPE SP-9.5 ASPHALT SURFACE COURSE, TRAFFIC LEVEL C/D (MAX. 20% RECYCLED) COMPACTED TO 93% LABORATORY MAXIMUM DENSITY (Gmm).

(D1) 2.5" FDOT TYPE SP-12.5 ASPHALT BINDER COURSE, TRAFFIC LEVEL C/D (MAX. 20% RECYCLED) COMPACTED TO 93% LABORATORY MAXIMUM DENSITY (Gmm).

(E) 6" MINIMUM LIMEROCK OR CRUSHED CONCRETE BASE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557, AASHTO T-180) AND WITH A LIMEROCK BEARING RATIO OF AT LEAST 100. LIMEROCK SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT VERSION OF THE FDOT SSRB, SECTION 200, AND SECTION 911 AND BE MINED OR SUPPLIED FROM AN FDOT APPROVED SOURCE. ALTERNATIVELY CRUSHED CONCRETE SHOULD BE SUPPLIED BY AN FDOT APPROVED PLANT WITH WITH QUALITY CONTROL PROCEDURES. THE GRADATION OF CRUSHED CONCRETE SHALL MEET THE CURRENT REQUIREMENTS OF AGGREGATE BASE PER SECTION 204, FDOT SSRBC.

(A1) **NOTE:** THE MINIMUM DEPTH OF BASE SHALL BE 8" WITHIN CITY OF OCOEE RIGHT-OF-WAY.

(F) 6" MINIMUM STABILIZED SUBGRADE COMPACTED TO AT LEAST 98% OF THE MODIFIED 12" PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557, AASHTO T-180) (FREE DRAINING FOR CRUSHED CONCRETE BASE). WITH A MINIMUM LIMEROCK BEARING RATIO OF 40 AS SPECIFIED BY THE CURRENT VERSION OF THE FDOT SSRBC CONSTRUCTION FOR TYPE B STABILIZED SUBGRADE, SECTION 160 AND SECTION 914.

(A1) **NOTE:** THE MINIMUM DEPTH OF SUBGRADE SHALL BE 12" WITHIN CITY OF OCOEE RIGHT-OF-WAY.

HEAVY DUTY ASPHALT PAVING

(J) 6" HEAVY DUTY CONCRETE SURFACE COURSE WITH A MIN. 28 DAY COMPRESSIVE STRENGTH OF AT LEAST 4000 PSI, 12' X 12' MAX. CONTROL JOINT SPACING @ 2" DEPTH.

(K) 4" MINIMUM FREE DRAINING (K > 1 X 10-3 CM/SEC) BASE COURSE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557, AASHTO T-180) AND WITH A LIMEROCK BEARING RATIO OF AT LEAST 100.

(L) 4" MINIMUM FREE DRAINING (K > 1 X 10-3 CM/SEC) STABILIZED SUBGRADE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557, AASHTO T-180) (FREE DRAINING FOR CRUSHED CONCRETE BASE). WITH A MINIMUM LIMEROCK BEARING RATIO OF 40 AS SPECIFIED BY THE CURRENT VERSION OF THE FDOT SSRBC CONSTRUCTION FOR TYPE B STABILIZED SUBGRADE, SECTION 160 AND SECTION 914.

HEAVY DUTY CONCRETE PAVING

PAVEMENT SECTIONS

(CPH DETAIL)
N.T.S.

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Plans Prepared By:
CPH ,LLC
A Full Service A & E Firm

JOSHUA D. LOCKHART
FL. REG. NO. 74411

No.	Date	Revision
A	04/03/2025	PER CITY OF OCOEE COMMENTS
A		
A		
A		
A		
A		

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

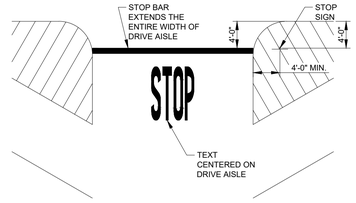
PARKING PAVEMENT DETAILS

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

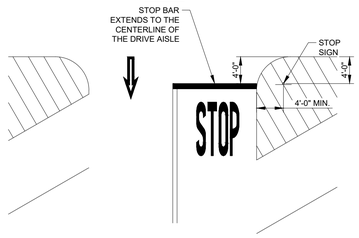
THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C5.0

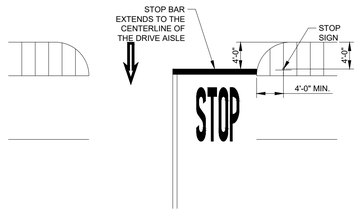
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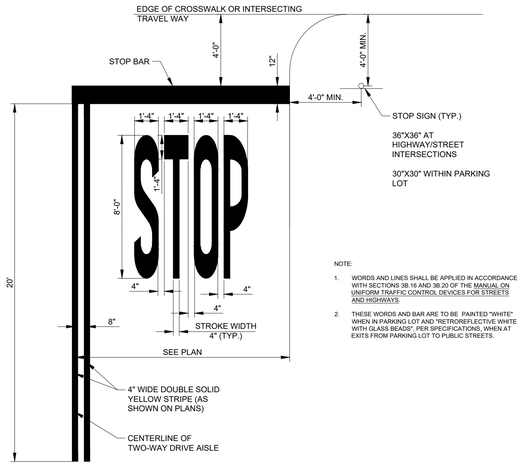
60° PARKING - ONE-WAY DRIVE AISLE



60° PARKING - TWO-WAY DRIVE AISLE



90° PARKING



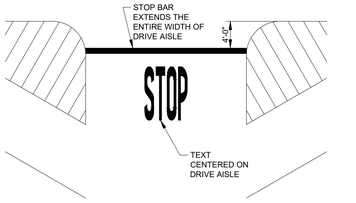
NOTE:

1. WORDS AND LINES SHALL BE APPLIED IN ACCORDANCE WITH SECTIONS 3B.16 AND 3B.20 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. THESE WORDS AND BAR ARE TO BE PAINTED "WHITE" WHEN IN PARKING LOT AND "RETROREFLECTIVE WHITE WITH GLASS BEADS", PER SPECIFICATIONS, WHEN AT EXITS FROM PARKING LOT TO PUBLIC STREETS.

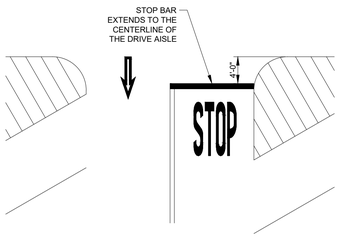
STOP PAVEMENT MARKINGS - PARKING LOT WHERE INTERSECTING DRIVES ARE AT 90° WITH STOP SIGN (AS SHOWN ON PLANS)

N.T.S.

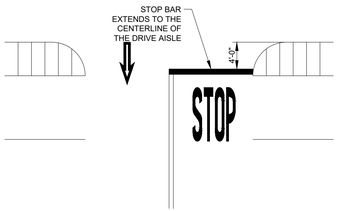
03/16/20



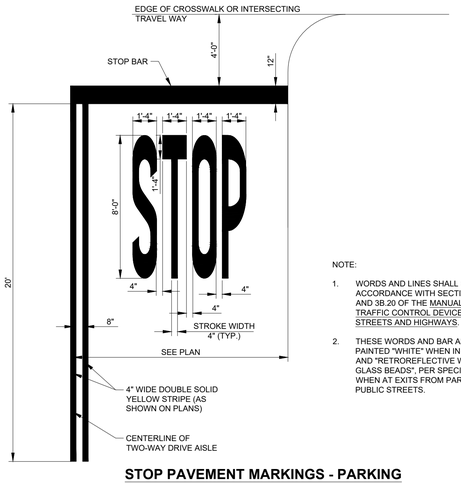
60° PARKING - ONE-WAY DRIVE AISLE



60° PARKING - TWO-WAY DRIVE AISLE



90° PARKING



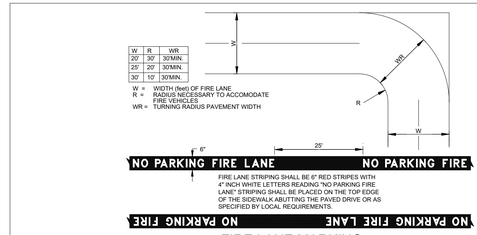
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STOP PAVEMENT MARKINGS - PARKING LOT WHERE INTERSECTING DRIVES ARE AT 90° WITHOUT STOP SIGN (AS SHOWN ON PLANS)

N.T.S.

03/16/20



FIRE LANE STRIPING SHALL BE 6" RED STRIPES WITH 4" INCH WHITE LETTERS READING "NO PARKING FIRE LANE" STRIPING SHALL BE PLACED ON THE TOP EDGE OF THE SIDEWALK ABUTTING THE PAVED DRIVE OR AS SPECIFIED BY LOCAL REQUIREMENTS.

W	R	WR
20'	30'	30'MIN.
25'	20'	30'MIN.
30'	10'	30'MIN.

FIRE LANE MARKING

N.T.S.

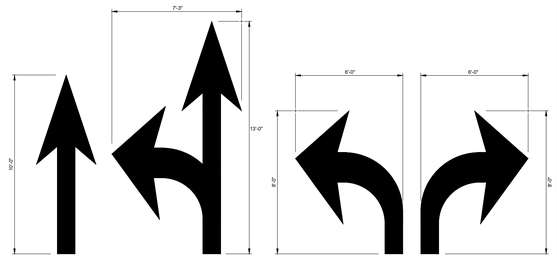
DTFIRELN | 12/17/04

NOTES:

1. WORDS AND ARROWS SHALL BE APPLIED IN ACCORDANCE WITH SECTION 3B.20 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. THESE WORDS ARE TO BE PAINTED "RETROREFLECTIVE WHITE WITH GLASS BEADS", PER SPECIFICATIONS, WHEN AT EXITS FROM PARKING LOT TO PUBLIC STREETS.



"ONLY" PAVEMENT MARKING
AS INDICATED ON PLANS

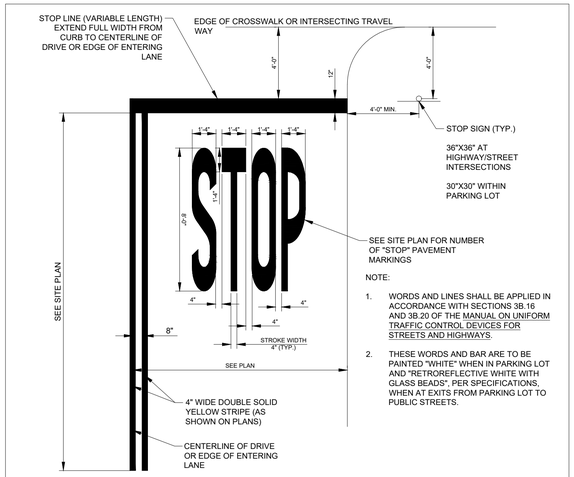


SOLID ARROW MARKINGS
AS INDICATED ON PLANS
PAINTED "RETROREFLECTIVE WHITE"

SOLID ARROW PAVEMENT MARKINGS

N.T.S.

DTRLTURN | 04/28/14



NOTE:

1. WORDS AND LINES SHALL BE APPLIED IN ACCORDANCE WITH SECTIONS 3B.16 AND 3B.20 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. THESE WORDS AND BAR ARE TO BE PAINTED "WHITE" WHEN IN PARKING LOT AND "RETROREFLECTIVE WHITE WITH GLASS BEADS", PER SPECIFICATIONS, WHEN AT EXITS FROM PARKING LOT TO PUBLIC STREETS.

STOP PAVEMENT MARKINGS - STREETS AND ROADS

N.T.S.

03/16/20

cph
www.cphcorp.com
Building Better Communities Together
1125 BARTOW RD
LAKELAND, FL 33801
Ph: 863-252-2761
Plans Prepared By:
CPH ,LLC
A Full Service A & E Firm
JOSHUA D. LOCKHART
FL. RE. NO. 74611

No.	Date	Revision
A		

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

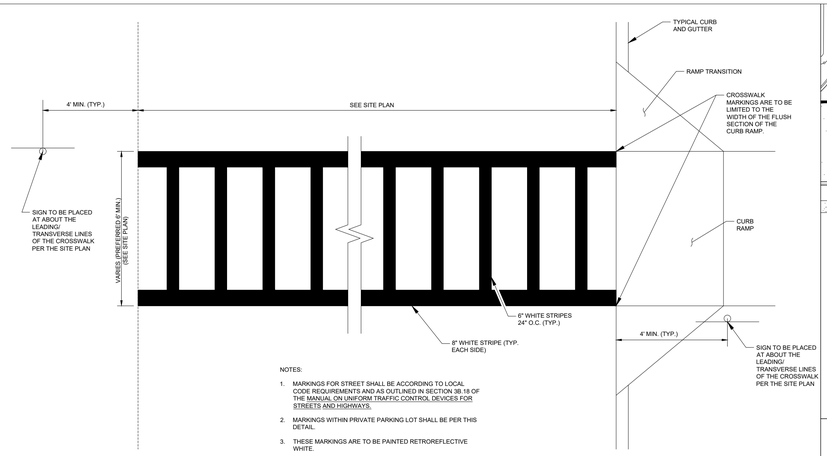
PAVEMENT MARKINGS DETAILS

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C5.1

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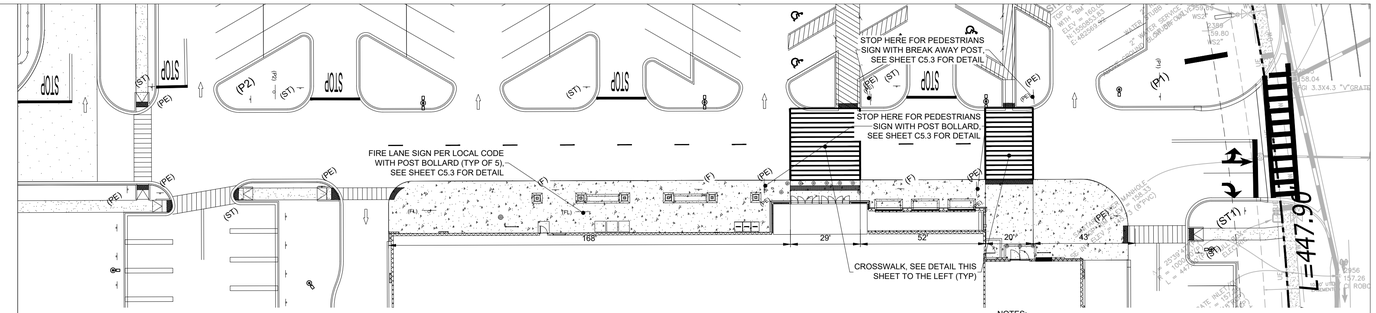
NOTES:

1. MARKINGS FOR STREET SHALL BE ACCORDING TO LOCAL CODE REQUIREMENTS AND AS OUTLINED IN SECTION 3B.18 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. MARKINGS WITHIN PRIVATE PARKING LOT SHALL BE PER THIS DETAIL.
3. THESE MARKINGS ARE TO BE PAINTED RETROREFLECTIVE WHITE.

CROSSWALK MARKING W/ LONGITUDINAL STRIPES

N.T.S.

02/15/19

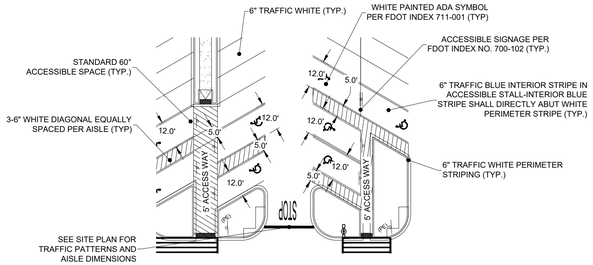


CROSSWALK AND PEDESTRIAN CROSSING SIGNS

N.T.S.

NOTES:

1. SEE SITE PLAN FOR TOTAL LAY OUT.
2. THESE DETAILS ARE FOR REFERENCE AND DIMENSION CONTROL ONLY.
3. ALL DIMENSIONS ARE TO C/L OF STRIPE UNLESS OTHERWISE INDICATED.
4. ALL COLORS AS SHOWN OR SPECIFIED BY LOCAL CODES.
5. ACCESSIBLE SPACE STRIPING SHALL BE CONSTRUCTED PER FDOT INDEX NO. 711-001

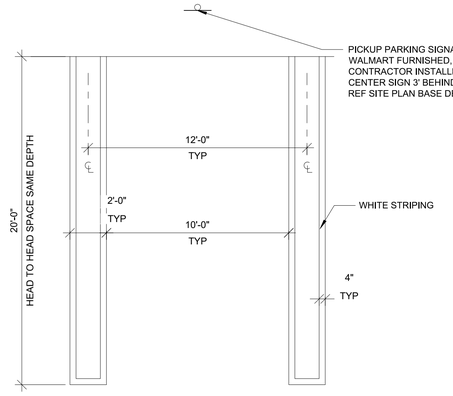


60° STRIPING DETAIL ACCESSIBLE STALLS PARKING STRIPING

N.T.S.

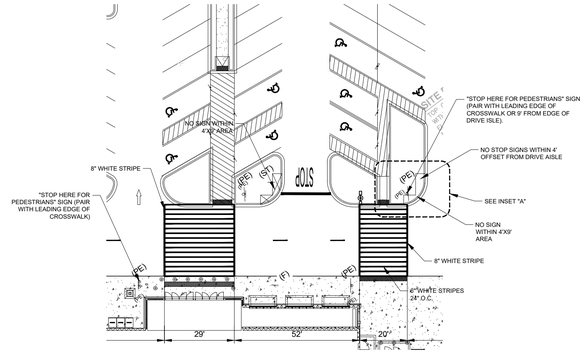
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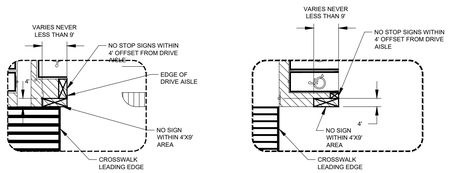


HEAD TO HEAD PARKING STALLS 20'

N.T.S.



CROSSWALK OFF-SET FROM CENTER OF VESTIBULE



NOTES:

1. REFERENCE EACH VESTIBULE ON THE SITE PLAN FOR FINAL LAYOUT, DIMENSIONS AND SIGN LOCATION.
2. SEE INSETS "A", "B" AND "C" FOR SIGN LOCATION FOR EACH OF THE THREE OPTIONS.

SIGN LOCATION AND VESTIBULE CROSSWALK STRIPING

N.T.S.

02/19/19

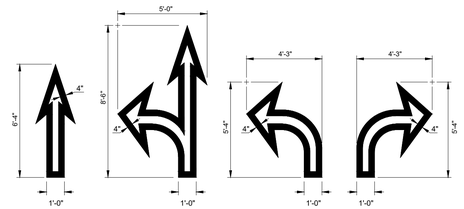
THRSTRIP

NOTES:

1. WORDS AND ARROWS SHALL BE APPLIED IN ACCORDANCE WITH SECTION 3B.20 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. THESE WORDS ARE TO BE PAINTED "WHITE" WHEN IN PARKING LOT.
3. OPEN ARROWS SHALL CONSIST OF A 4" PERIMETER STRIPE.



"ONLY" PAVEMENT MARKING
AS INDICATED ON PLANS



OPEN ARROW MARKINGS
AS INDICATED ON PLANS
PAINTED "WHITE"

OPEN ARROW PAVEMENT MARKINGS

N.T.S.

DTRLTURN 04/28/14

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www.cphcorp.com
Building Better Communities Together
1125 BARTOW RD
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PH: 863-252-2761
Plans Prepared By:
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No.	Date	Revision
A		
A		
A		
A		
A		
A		
A		

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

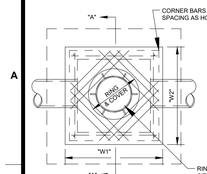
PAVEMENT MARKINGS DETAILS

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C5.2

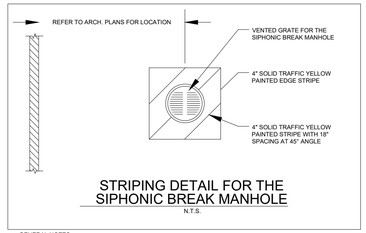
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PLAN



CORNER BAR



STRIPING DETAIL FOR THE SIPHONIC BREAK MANHOLE

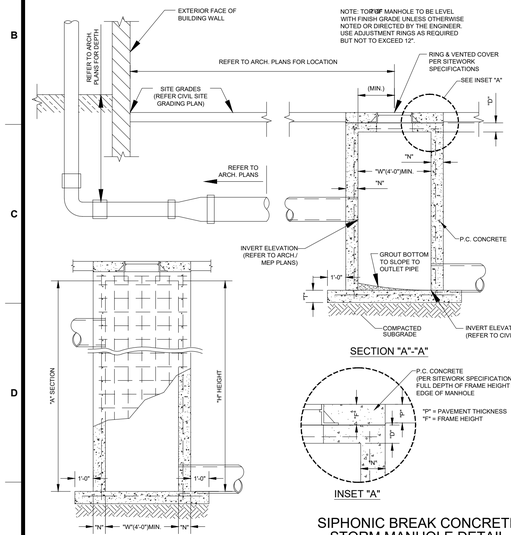
N.T.S.

GENERAL NOTES:

1. ALL EXPOSED CORNERS TO HAVE 3/4" CHAMFER.
2. REFER GRADING PLAN FOR PIPE SIZES, LOCATIONS, AND INVERTS.
3. A SQUARE OR RECTANGULAR MANHOLE MAY BE USED IN LIEU OF A ROUND MANHOLE. PIPES SHALL CONNECT TO THE ENDS OR SIDES OF THE MANHOLE. CONNECTION SHALL NOT BE MADE AT CORNERS OF MANHOLE.
4. ALL REINFORCING BARS TO BE GRADE 60.
5. ALL REINFORCING BARS TO HAVE 2" COVER.
6. OPENINGS FOR INLET & OUTLET PIPES ARE LOCATED AS REQUIRED PER GRADING PLAN.
7. A 6'x6' PAINTED STRIPED AREA SHALL BE CENTERED ON THE SIPHONIC BREAK STORM MANHOLE TO PREVENT ANY PARKING OR COVERING OF THE VENTED GRATE WITH ANY OBJECTS. THIS STRIPED AREA SHALL BE PAINTED WITH 4" SOLID TRAFFIC YELLOW STRIPES WITH 18" SPACING AT 45° ANGLE.
8. PRECAST MANHOLE MAY BE USED UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER.

PRECAST MANHOLE SPECIFICATIONS

ASTM C478 - PRECAST REINFORCED CONCRETE MANHOLE SECTIONS
ASTM C913 - PRECAST CONCRETE WATER AND WASTEWATER STRUCTURES
CONCRETE: 4000 PSI AE (MIN.)
JOINT: WATERTIGHT RUBBER GASKET



SECTION "A"-"A"

ELEVATION

INSET "A"

SIPHONIC BREAK CONCRETE STORM MANHOLE DETAIL

N.T.S.

REINFORCEMENT SCHEDULE, BASE	
SECTION	
"A"	#4's @ 6" E.W.

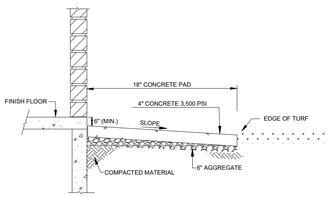
TABLE OF "W" DIMENSIONS			
PIPE SIZE	SKEW OF CROSS DRAIN		
SINGLE	STRAIGHT	30°	45°
24"	4'-0"	4'-0"	4'-10"
30"	4'-0"	4'-7"	5'-8"
36"	4'-0"	5'-3"	6'-5"
42"	5'-3"	5'-11"	7'-3"
48"	5'-10"	6'-7"	8'-0"
60"	7'-0"	7'-10"	9'-8"
DOUBLE	FOR "A" SECTION ONLY		
24"	7'-0"	7'-10"	9'-5"
30"	8'-2"	9'-2"	11'-0"
36"	9'-4"	10'-6"	12'-6"
42"	10'-6"	11'-10"	14'-2"
48"	11'-8"	13'-2"	15'-10"

REINFORCEMENT SCHEDULE, WALLS			
SECTION	WIDTH ("W")	HOR.	VERT.
"A"	4'	#4's @ 9"	#4's @ 10"
	BETWEEN 4' & 7'	#6's @ 9"	#4's @ 10"
	GREATER THAN 7'	#5's @ 4 1/2"	#4's @ 10"

TABLE OF "T" & "N" DIMENSIONS				
SECTION	WIDTH ("W")	"T"	"N"	"D"
"A"	BETWEEN 4' & 7'	6" + PIPE THICKNESS	8"	6"
	GREATER THAN 7'	6" + PIPE THICKNESS	8"	8"

REINFORCEMENT SCHEDULE, TOP		
DIMENSIONS	STEEL	SPECIAL PATTERN
W1 = 7' OR LESS	#4's @ 8" E.W.	DIAGONAL @ COVER
W2 = 7' OR LESS	#4's @ 8" E.W.	DIAGONAL @ COVER
W1 = 7' OR GREATER	#4's @ 6" E.W.	DIAGONAL @ COVER
W2 = 7' OR GREATER	#4's @ 6" E.W.	DIAGONAL @ COVER
W1 = 7' OR GREATER	#4's @ 6" E.W.	DIAGONAL @ COVER
W2 = 7' OR GREATER	#4's @ 6" E.W.	DIAGONAL @ COVER

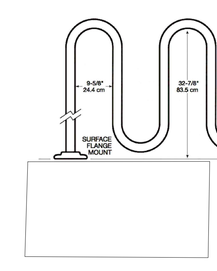
DTSPHNCMH | 02-16-15



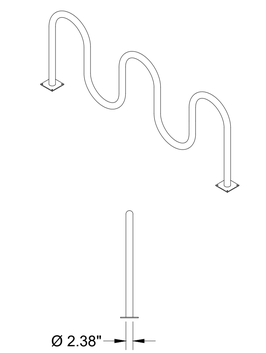
VEGETATION FREE ZONE

N.T.S.

DTVFZDT | 01/24/03



1 - RB - 05 - I - S
ASTM A53/A500 SCHD 40

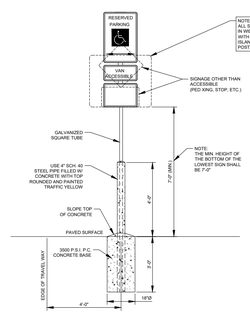




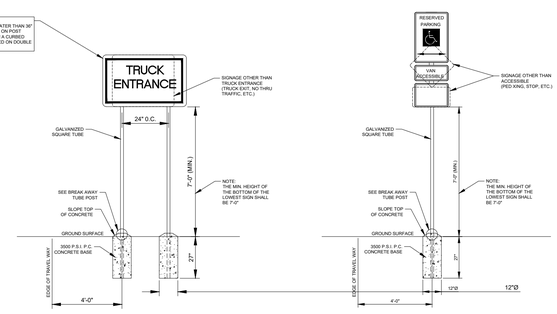
2X 6" X 6" X 0.25" SQUARE FLANGE MOUNTING PLATE WITH 4 Ø 5/8" MOUNTING HOLES

BIKE RACK

N.T.S.

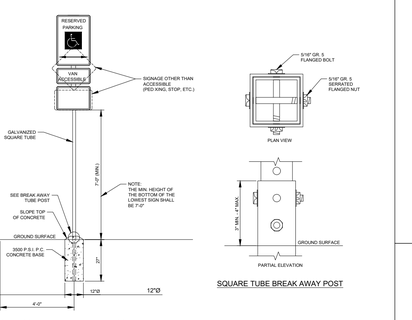


SINGLE POST WITH BOLLARD



DOUBLE POST WITH BREAK AWAY POSTS

(ALTERNATE TO MOUNTING SIGNS EQUAL TO OR GREATER THAN 36" ON POST WITH BOLLARD WHEN SIGNS ARE WITHIN A CURBED ISLAND OR GREEN SPACE)



SINGLE POST WITH BREAK AWAY POST

SQUARE TUBE BREAK AWAY POST

NOTES FOR SINGLE POST WITH BOLLARD:
1. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. GALVANIZED SQUARE TUBE

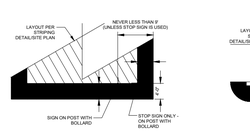
POST TUBES - 2"x2"x14'-0" 12ga
POST TUBE SHALL MEET ASTM A1011 GRADE 50.
POST TUBE GALVANIZED AS PER ASTM A653 GRADE 90.

NOTES FOR SINGLE POST WITH BREAK AWAY POST:
1. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
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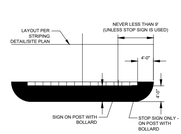
ANCHOR TUBE - 2-1/4"x2-1/4"x3'-0" 12ga
HEAVY DUTY ANCHOR TUBE SHALL MEET ASTM A500 GRADE B.
STRUCTURAL TUBE AND STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123.

THE UPPER SIGN POST SHALL TELESCOPE INSIDE THE ANCHOR TUBE A MINIMUM OF 12". THE ANCHOR TUBE SHALL BE A MINIMUM 27" DEEP WITH 9" MIN. 4" MIN. EXPOSED ABOVE FINISH GRADE



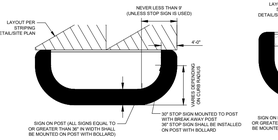
PAINTED ENDCAP - 60°

SIGN LOCATIONS - 60° PARKING



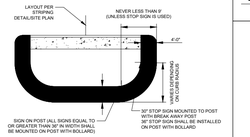
PAINTED ENDCAP - 90°

SIGN LOCATIONS - 90° PARKING



CURBED ISLAND - 60°

SIGN LOCATIONS - 60° PARKING

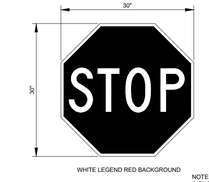


CURBED ISLAND - 90°

SIGN LOCATIONS - 90° PARKING

SIGN MOUNTING AND BASE

N.T.S.

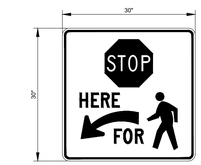


R1-1

NOTE: SIGNS SHALL HAVE DIAMOND GRADE, ASTM TYPE XI, SHEETING.

30"X30" "STOP" SIGN WITHIN PARKING LOT

N.T.S.



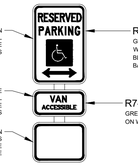
LEGEND, BORDER - BLACK
BACKGROUND - WHITE (RETROREFLECTIVE)
STOP SYMBOL - RED (RETROREFLECTIVE)

R1-5b

NOTE: SIGNS SHALL HAVE DIAMOND GRADE, ASTM TYPE XI, SHEETING.

"STOP HERE FOR PEDESTRIANS" SIGN

N.T.S.



18"X12" SIGN TYPICAL AT ALL ACCESSIBLE PARKING SPACES

R7-8 GREEN LEGEND WHITE SYMBOL ON BLUE ON WHITE BACKGROUND

12"X6" PLAQUE TYPICAL AT ALL VAN ACCESSIBLE PARKING SPACES

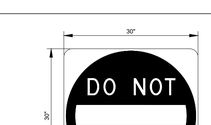
R7-8P GREEN LEGEND ON WHITE BACKGROUND

12"X9" PENALTY SIGN WITH WORKING AS REQUIRED BY STATE OR PER LOCAL CODE

NOTE: SIGNS SHALL HAVE DIAMOND GRADE, ASTM TYPE XI, SHEETING.

ACCESSIBLE PARKING SIGN

N.T.S.

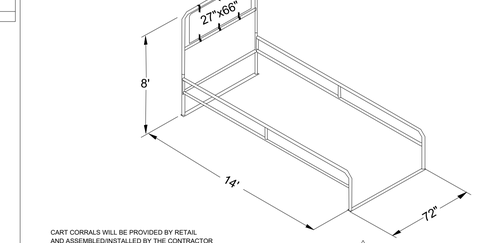


R5-1

NOTE: SIGNS SHALL HAVE DIAMOND GRADE, ASTM TYPE XI, SHEETING.

"DO NOT ENTER" SIGN

N.T.S.



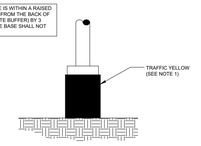
CART CORRALS WILL BE PROVIDED BY RETAIL AND ASSEMBLED/INSTALLED BY THE CONTRACTOR AT THE LOCATIONS SHOWN ON THE SITE PLAN.

CART CORRAL ⚠1

N.T.S.

DTCARTSG | 01/01/03

IF LIGHT POLE BASE IS WITHIN A RAISED CURB AND OFFSET FROM THE BACK OF CURB (OR CONCRETE BUFFER) BY 3 FEET OR MORE, THE BASE SHALL NOT BE PAINTED



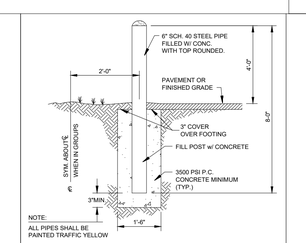
ELEVATION

NOTES:
1. EXPOSED CONCRETE SHALL BE PAINTED TRAFFIC YELLOW.

LIGHT BASE DETAIL

N.T.S.

04/19/16 | LIGHT BASE

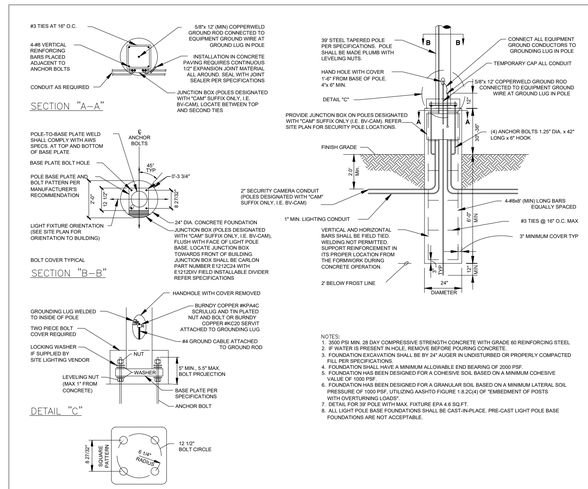


NOTE:
ALL PIPES SHALL BE PAINTED TRAFFIC YELLOW

PIPE BOLLARD

N.T.S.

DTGRDPST | 08/17/09



NOTES:
1. 3000 PSI MIN. 28 DAY COMPRESSIVE STRENGTH CONCRETE WITH GRADE 60 REINFORCING STEEL.
2. IF WATER IS PRESENT IN HOLE, REMOVE BEFORE POURING CONCRETE.
3. FOUNDATION EXCAVATION SHALL BE 8'-0" AUGER IN UNDISTURBED OR PROPERLY COMPACTED FILL PER SPECIFICATIONS.
4. FOUNDATION SHALL HAVE A MINIMUM ALLOWABLE END BEARING OF 2000 PSF.
5. FOUNDATION HAS BEEN DESIGNED FOR A COHESIVE SOIL BASED ON A MINIMUM COHESIVE VALUE OF 1000 PSF.
6. FOUNDATION HAS BEEN DESIGNED FOR A GRANULAR SOIL BASED ON A MINIMUM LATERAL SOIL PRESSURE OF 1000 PSF, UTILIZING AASHTO FIGURE 1.8.2C(4) OF "EMBEDMENT OF POSTS WITH OVERTURNING LOADS".
7. DETAIL FOR 39' POLE WITH MAX. FIXTURE EPA 4.6 SQ.FT.
8. ALL LIGHT POLE BASE FOUNDATIONS SHALL BE CAST-IN-PLACE. PRE-CAST LIGHT POLE BASE FOUNDATIONS ARE NOT ACCEPTABLE.

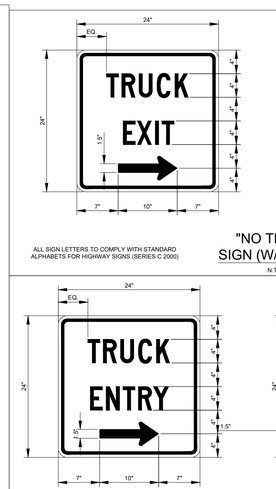
TYPICAL LIGHTING POLE BASE DETAIL

N.T.S.

TYPICAL LIGHTING POLE BASE DETAIL | 04/19/16

NOTE:
ONLY FOR POLE LOCATIONS DESIGNATED WITH "CAM" SUFFIX ONLY, I.E. BV-CAM. CAMERAS AND WIRING BY OTHERS.

POLE MOUNTED CAMERA DETAIL



ALL SIGN LETTERS TO COMPLY WITH STANDARD ALPHABETS FOR HIGHWAY SIGNS (SERIES C 2000)

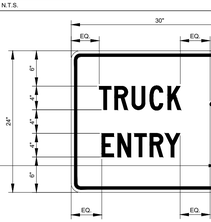
"NO TRUCK" SIGN (W/ARROW)

N.T.S.

BLACK LEGEND ON WHITE BACKGROUND (TYP.)
HORIZONTAL ALIGNMENT (TYP.)
VERTICAL ALIGNMENT (TYP.)

"TRUCK ENTRY" SIGN (W/ ARROW)

N.T.S.



ALL SIGN LETTERS TO COMPLY WITH STANDARD ALPHABETS FOR HIGHWAY SIGNS (SERIES C 2000)

BLACK LEGEND ON WHITE BACKGROUND (TYP)
HORIZONTAL ALIGNMENT (TYP)
VERTICAL ALIGNMENT (TYP)

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Building Better Communities Together
1125 BARTOW RD
LAKELAND, FL 33801
Ph: 863-252-2761

Plans Prepared By:
CPH ,LLC
A Full Service A & E Firm

JOSHUA D. LOCKHART
FL. PE. NO. 74611

No.	Date	Revision
1	06/2025	

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

GENERAL DETAILS

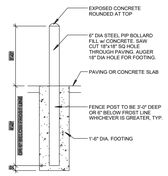
NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

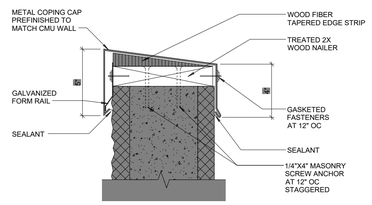
THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C5.3

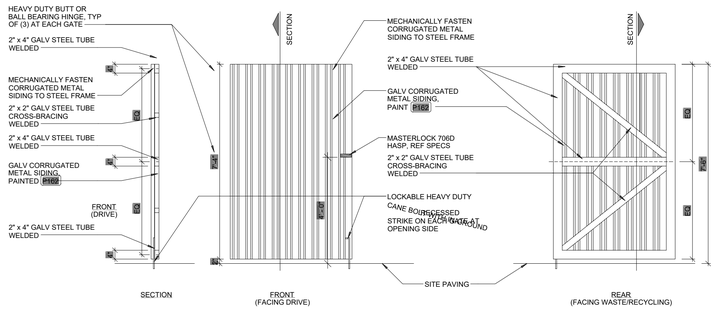
J:\W131430\Civil\DWG_Current_Plan_Set\W131430 - Details.dwg, 12/30/2025 4:33:47 PM, Benjamin Hansen,



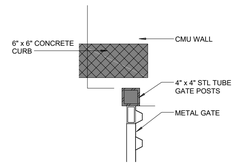
11 BOLLARD DETAIL
3/8" = 1'-0"



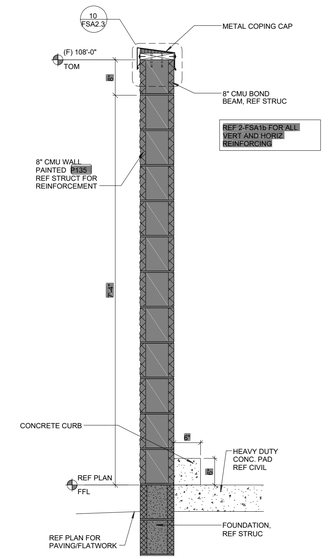
10 WALL CAP FLASHING
3" = 1'-0" 7FSA2.3



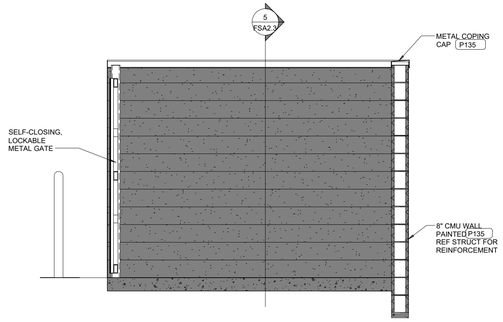
9 METAL GATE
1/2" = 1'-0"



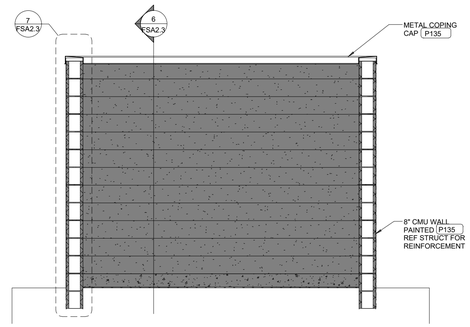
8 TRASH ENCLOSURE GATE PLAN
1" = 1'-0" 1FSA2.3



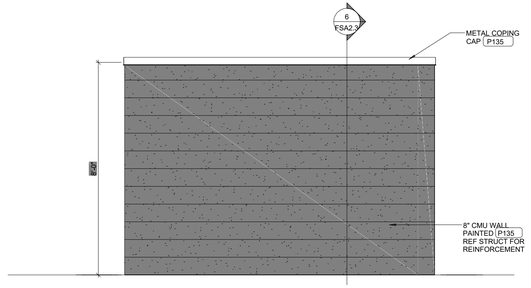
7 TRASH ENCLOSURE WALL DETAIL
1" = 1'-0" 5FSA2.3



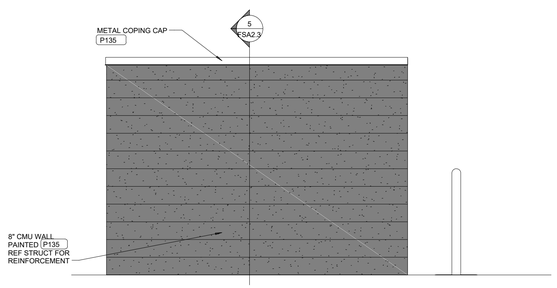
6 TRASH ENCLOSURE SECTION
1/2" = 1'-0" 1FSA2.3



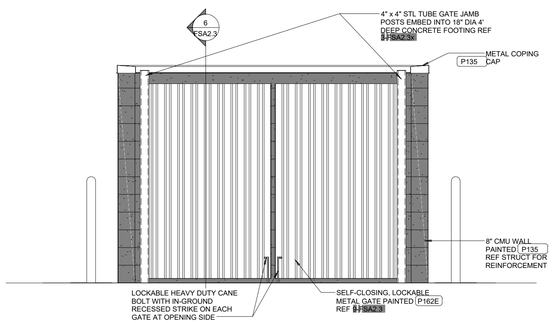
5 TRASH ENCLOSURE SECTION
1/2" = 1'-0" 1FSA2.3



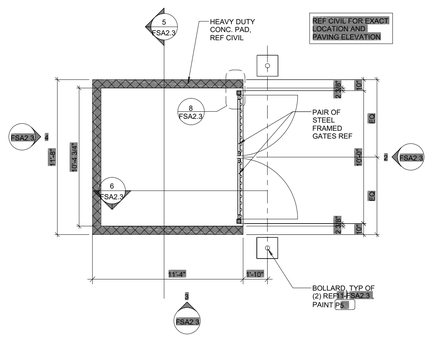
4 TRASH ENCLOSURE REAR ELEVATION
1/2" = 1'-0" 1FSA2.3



3 TRASH ENCLOSURE SIDE ELEVATION
1/2" = 1'-0" 1FSA2.3



2 TRASH ENCLOSURE FRONT ELEVATION
1/2" = 1'-0" 1FSA2.3



1 TRASH ENCLOSURE PLAN
1/4" = 1'-0" 2FSA2

DTVFZDT

HFA-AE, LTD.

t 479.273.7780

1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

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JOSHUA D. LOCKHART
FL. RE. NO. 74411

OCOEE, FL
CLARCONA OCOEE RD & LAKEWOOD AVE
STORE NO.: 03957-1000
JOB NUMBER: 22240.03957 | PROTO: L-L-45 (RX-R)

ISSUE BLOCK

CHECKED BY:	SP/DS
DRAWN BY:	DS/SG
DOCUMENT DATE:	04/14/25
PROTO:	L-L-45 (RX-R)
PROTO CYCLE:	12/13/24

NOT FOR CONSTRUCTION

TRASH ENCLOSURE PLANS AND DETAILS

SHEET: FSA2.3

SHEET NOTES

1. REFER TO SHEET FSA2 FOR COLOR LEGENDS.

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LAKELAND, FL 33801
PH: 863-252-2761

Plans Prepared By:
CPH ,LLC
A Full Service A & E Firm

No.	Date	Revision
7		
6		
5		
4		
3		
2		
1		

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

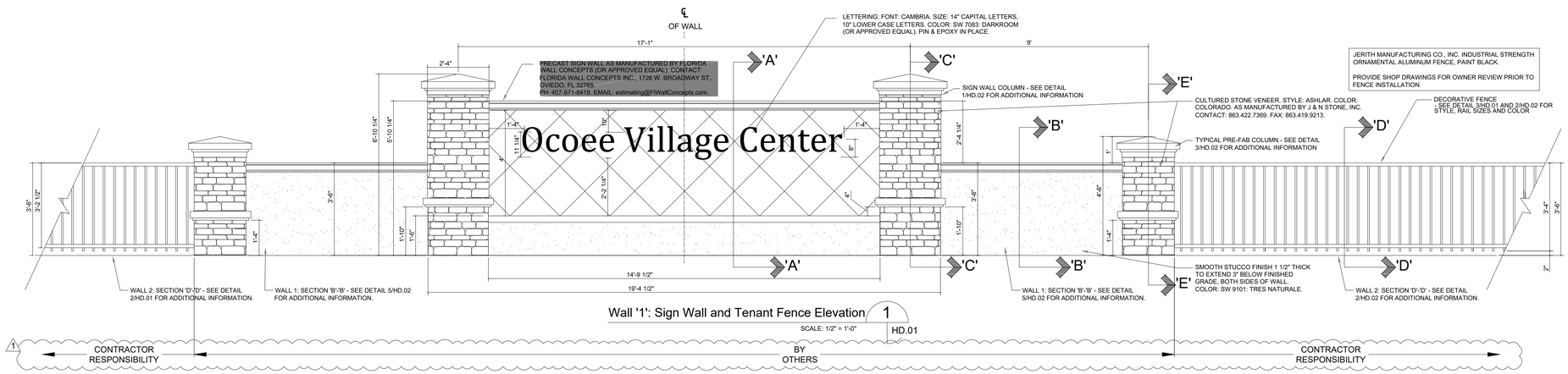
DUMPSTER DETAILS

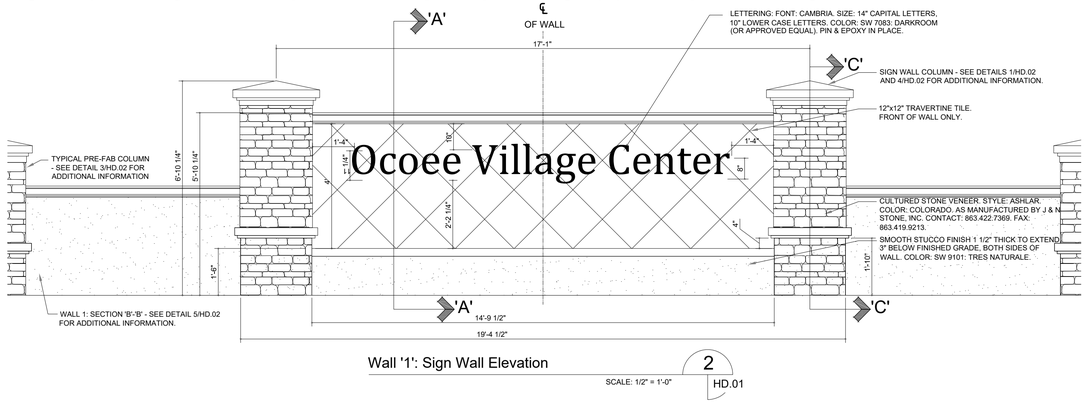
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

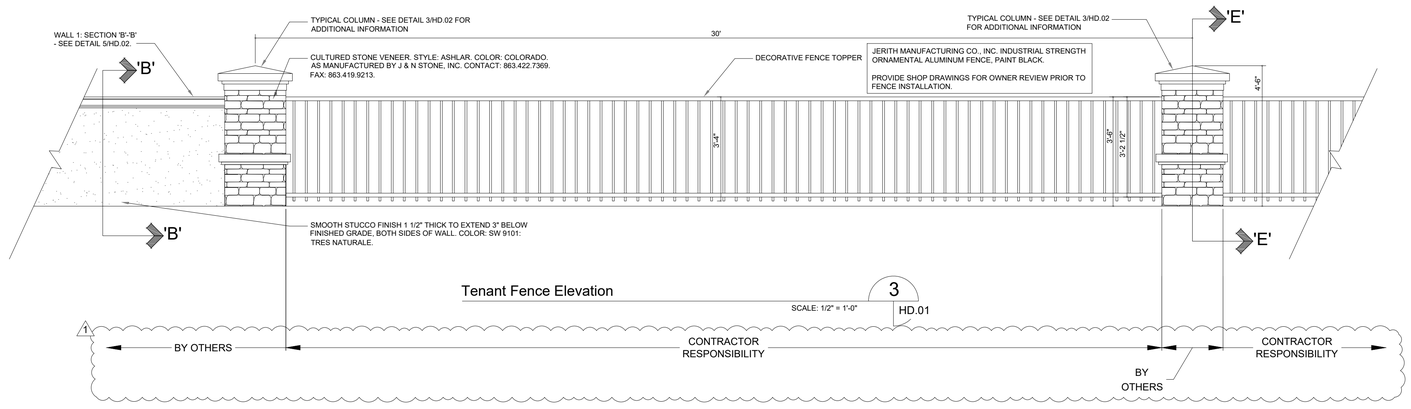
THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C5.4

J:\W131430\Civil\DWG_Current_Plan_Set\W131430 - Details.dwg, 12/30/2025 4:33:49 PM, Benjamin Hansen,







Murray Design Group
LANDSCAPE ARCHITECTURE
246 North Westmonte Drive
Altamonte Springs, FL 32714
Phone: (407) 340-1196
www.murraysitedesign.com

NO.	DATE:	SUBMITTAL	DWG: BY	CHK BY
1	02.08.23	ISSUED FOR REVIEW	CWY/RVM	
2	02.24.23	ISSUED FOR PERMIT	CWY/RVM	

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

Ocoee Village Center
City of Ocoee, Florida
Prepared For: Ocoee Development IV, LLC
Hardscape Details

MDG Proj, # : 2212.PBE.01
MDG Project Name : Ocoee Village Center
G:\shortcut-targets-by-id\0B1hpjtC3LUgcNkRlS1tr5DFpVW\0001.Projects\2212.PBE.01 Ocoee Village Center\CAD\Ocoee Village Center HSC-PBE.dwg

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1125 BARTOW RD
LAKELAND, FL 33801
Ph: 863-252-2761
Plans Prepared By:
CPH ,LLC
A Full Service A & E Firm
JOSHUA D. LOCKHART
FL. REG. NO. 74011

No.	Date	Revision
1	12/29/2025	PER CITY OF OCOEE COMMENTS

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025
© 2025

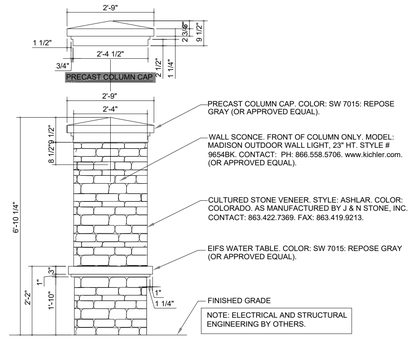
MONUMENT AND FENCING DETAILS

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

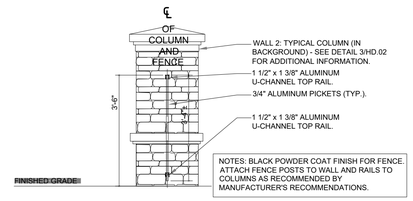
Sheet No.
C5.4b

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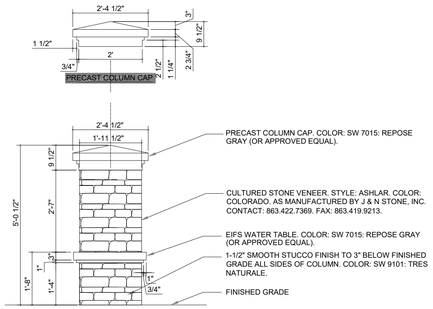
Wall 1: Sign Wall Column Elevation 'C'-'C' — 1 / HD.01

SCALE: 1/2" = 1'-0"



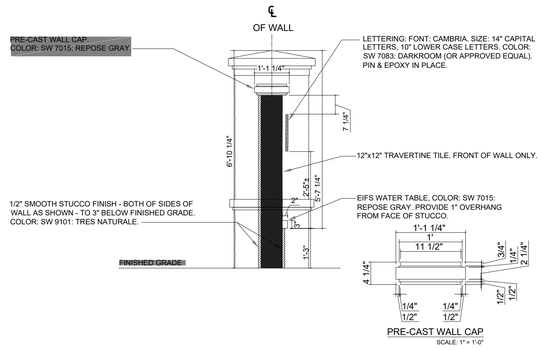
Tenant Fence: Section 'D'-'D' — 2 / HD.01

Scale: 1/2"=1'-0"



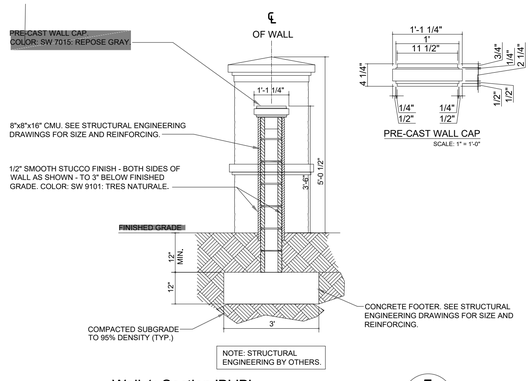
Wall 2: Typical Column Elevation 'E'-'E' — 3 / HD.01

SCALE: 1/2" = 1'-0"



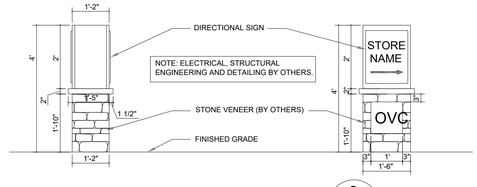
Wall 1: Sign Wall Section 'A'-'A' — 4 / HD.01

Scale: 1/2"=1'-0"



Wall 1: Section 'B'-'B' — 5 / HD.01

Scale: 1/2"=1'-0"



Directional Sign Elevation — 6 / HD.01

SCALE: 1/2" = 1'-0"

Murray Design Group
LANDSCAPE ARCHITECTURE
246 North Westmonte Drive
Altamonte Springs, FL 32714
Phone: (407) 340-1196
www.murraysitedesign.com

NO.	DATE	SUBMITTAL	DWG	CHK
1	02.08.23	ISSUED FOR REVIEW	CWY	RVM
2	02.24.23	ISSUED FOR PERMIT	CWY	RVM

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.02

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Ph: 863-252-2761
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FL. RE. NO. 74611

No.	Date	Revision
1		
2		
3		
4		
5		
6		
7		

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

FENCING AND COLUMN DETAILS

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

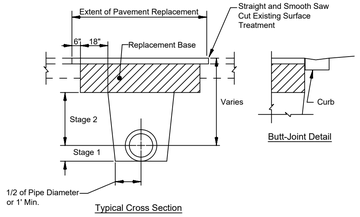
THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C5.4c

MDG Project Name : Ocoee Village Center
MDG Proj. # : 2212.PBE.01

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Typical Cross Section

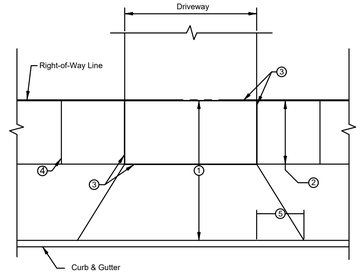
Stage Compactions:

1. Backfilling of trench shall be in six inch (6") maximum lifts.
2. Stage 1: Backfilling trench in Stage 1 shall use proper mechanical equipment to insure proper compaction throughout, including pipe haunches.
3. Stage 2: Backfilling trench in Stage 2 shall be to bottom of sub-grade.

NOTES:

1. All work and material for the Flexible Pavement Reconstruction shall be in accordance with the most current City of Ocoee - Engineering Standards Manual (available at OCOEE.ORG).
2. Any conflict between ESM specification and this sheet's specifications shall be resolved by the more stringent requirement.
3. Replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with requirements as set forth by the ESM.
4. Replacement asphalt shall be installed the to the full width of the travel lane.
5. Backfill and base material shall be clean and homogenous compacted to 98% of the maximum density per AASHTO T-180. Tack shall be added to the new base material prior to installing the replacement asphalt.
6. Base course shall be prepared in 6" lifts maximum, and thoroughly compacted.
7. Where trench line abuts existing curb(s), construct clean butt joint with curb. In the event curb is undermined and/or compromised, curb shall be replaced.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW002	Open Cut Flexible Pavement Replacement
DATE: July 2022	SCALE: N/A



Roadway

Legend

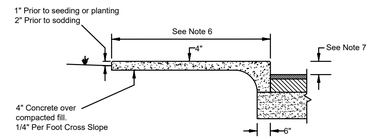
1. Driveway: approach and sidewalk 6" Thick - fc' = 3,000 psi @ 28 days, fiber reinforced concrete
2. Sidewalk: 4" Thick - fc' = 3,000 psi @ 28 days
3. Expansion Joint: bituminous fiber board material 1/2" thick and full depth
4. Construction Joint: tooled, dummy or sawed (1" depth minimum, spacing equal width of sidewalk)
5. Approach Transition: Flair Curb shall be dropped if not mountable

Notes:

Curb shall be dropped through driveway with 3' transitions each end of driveway for non-mountable curb.

All wooden stakes used in form work if left in place, shall have 2" or more of concrete cover.

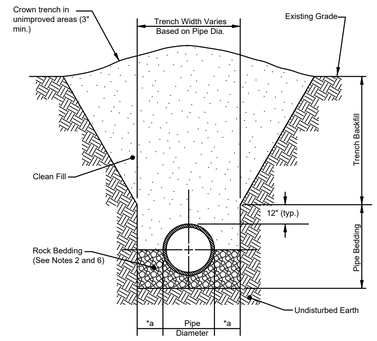
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW003	Driveway Approach
DATE: July 2022	SCALE: N/A



NOTES:

1. Tooled Control Joints at 5' O.C. max.
2. Expansion Joints at 25' O.C. max.
3. Joints shall be constructed within 24 hours of pouring concrete
4. Sidewalks shall be Class I, 3000psi
5. Sub-grade or base shall be compacted to a minimum density of 98% of the maximum density as determined by AASHTO T-180 for sidewalks/bike paths and curbs.
6. Refer to plans for sidewalk width. Sidewalk shall be a minimum of 5' if a width is not specified on the plans.
7. Refer to the plans for the curb height. If no curb height is specified, use 6"

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW005	Sidewalk, Curb, and Pavement Detail
DATE: JUNE 2020	SCALE: N/A



NOTES:

1. Pipe bedding material and trench backfill shall be select common (clean) fill compacted to 95% (98% in roadway) of the maximum density as per AASHTO T-180.
2. Contractor shall install crushed rock (or equivalent bedding material) where pipe bedding does not provide solid support (yielding or plastic). Depth of material shall be a minimum of 6", or as needed, to provide non-yielding support for the pipe. All unsuitable material shall be removed from pipe bedding unless special provisions are approved by the City.
3. Excavated trench width at pipe haunch shall be sufficient in size for haunch compaction, but shall be no greater than 15" on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater.)
4. Water shall not be permitted in trench line during construction.
5. Pipe line shall be installed with bell fitting facing upgrade.
6. Gravity sewer shall have a 6" minimum rock bed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT001	Pipe Bedding and Trench
DATE: September 2019	SCALE: N/A

PVC/HDPE Restraint Table							
Minimum Length (FT) to be Restrained on each side of Fitting(s)							
Fittings	Pipe Size						
	4"	6"	8"	10"	12"	16"	20"
90° Bend	18	24	32	38	44	55	74
45° Bend	10	10	13	16	18	23	31
22 1/2° Bend	10	10	10	10	10	11	15
11 1/4° Bend	10	10	10	10	10	10	10
Plug or Branch of Tee	30	47	64	81	98	133	167

NOTES:

1. The restraint values as indicated by the "Restraint Table" are minimum values. Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length to fitting is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For in-line valves and through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

   Working Pressure: 150 PSI
   Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
   Laying Conditions: 5

7. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT004	PVC/HDPE Pipe Restraint Table
DATE: April 2019	SCALE: N/A

D.I.P. Restraint Table						
Minimum Length (FT) to be Restrained on Each Side of Fitting(s)						
Fittings	Pipe Size					
	4"	6"	8"	10"	12"	16"
90° Bend	15	21	27	32	37	47
45° Bend	7	5	11	13	16	20
22 1/2° Bend	5	5	6	7	8	10
11 1/4° Bend	5	5	5	5	5	6
Plug or Branch of Tee	30	47	64	81	98	133

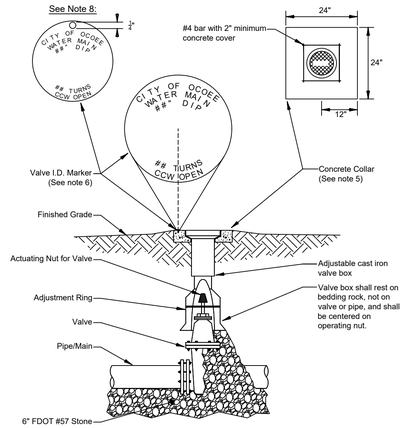
NOTES:

1. The restraint values as indicated by the "Restraint Table" are minimum values.Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For in-line valves and through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

   Working Pressure: 150 PSI
   Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
   Laying Conditions: 5

7. For pipe encased in polyethylene, use values given in parentheses or increase the given value by 150%.
8. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

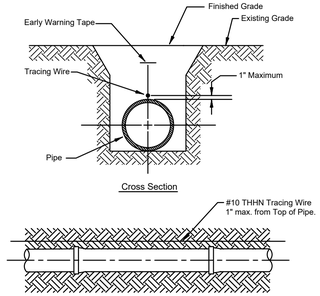
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT005	Ductile Iron Pipe Restraint Table
DATE: April 2019	SCALE: N/A



NOTES:

1. PVC extensions shall not be used on valve box.
2. The actuating nut for valves shall be no deeper than 24" from ultimate finished grade.
3. Valve assembly shall include center spacing guide from the City's Approved Materials List.
4. Where valve nut is more than 36" below grade, valve assembly shall include an extension from the City's Approved Materials List.
5. Valve collar shall be 24" x 24" x 6" square pad and concrete for collar shall be fc' of 3,000 psi minimum @ 28 days for non-pavement areas.
6. Valve Marker shall be from the City's Approved Materials List and shall include "City of Ocoee", main type, size, material, turns to open or close valve, and direction of rotation.
7. Valve Box shall not be located in pavement, sidewalk, or driveway unless approved by the City. If approved, Contractor/Developer shall reach out to the Utilities Department on the location of the Valve Tags.
8. For Valve Box approved in pavement, a disk valve marker shall hang in the valve box anchored to the locating wire.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT009	Valve Box and Cover
DATE: June 2021	SCALE: N/A



Cross Section

Transverse Section

NOTES:

1. All pipe shall include the installation of #10 THHN copper tracing wire capable of detection by cable locating equipment.
2. Tracing wire shall be buried directly above the transverse centerline of the pipe.
3. End(s) of the locating wire shall be such that wire can be accessed by locating equipment assessing the wire in a valve vault or blow-off box. Wire is required to extend 12" minimum above finished grade.
4. Unless approved by the City, early warning tape indicating the type of pipe shall be required.
5. All directional drill pipe shall have locating wire attached to the top of pipe and shall remain on the top of the pipe during installation.
6. All service lines shall have locating wire placed on the pipe as described in City of Ocoee detail UT206 "Utility Service Connection"
7. All wire splices shall be completed with twist-on type wire nuts with gel or grease filled moisture seal.
8. All tracing wire installation shall be tested and verified for continuity by the contractor prior to final acceptance

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT010	Pipe Locating Wire
DATE: April 2019	SCALE: N/A

cph
www.cphcorp.com
Building Better Communities Together
1125 BARTOW RD
LAKELAND, FL 33801
Ph: 863-252-2761

Plans Prepared By:
CPH Consulting, LLC
A Full Service A & E Firm

JOSHUA D. LOCKHART
FL. PE. NO. 76011

No.	Date	Revision

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

CITY UTILITY DETAIL

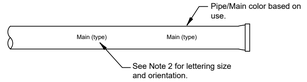
NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C5.5

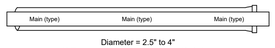
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PIPE LETTERING NOTES:

1. Lettering shall be per the American Water Works Association.
2. Lettering shall be a minimum of 3/4" in height and shall be be facing up when the pipe is installed.
3. Lettering must be permanently imbedded into the pipe/main, not painted or stenciled.
4. Lettering shall be of contrasting color to pipe/main color.

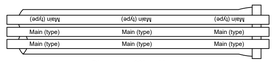
Pipe Marking (Lettering)
N.T.S.



Diameter = 2.5" to 4"
3" Tape centered along the top half of pipe.



Diameter = 6" to 16"
Two (2) 6" Tapes along both sides of top half of pipe.



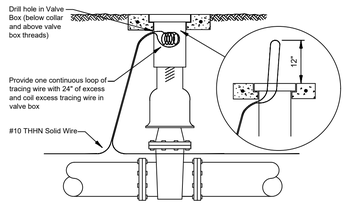
Diameter = 20" and larger
Three (3) 6" Tapes along top and both sides of top half of pipe.

Warning Tape
N.T.S.

WARNING TAPE NOTES:

1. Tape color shall be in accordance with (same) as main/pipe color.
2. Tape lettering shall be at least 1" in height with no greater than 12" in spacing.
3. Warning tape shall extend total length of pipe.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT011	Pipe Identification & Warning Tape
DATE: April 2019	SCALE: N/A



NOTES:

1. All pipe shall be installed with # 10 THHN solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
2. Tracing wire shall cover all main, pipe, branches (including fire hydrants) and service connections.
3. Tracing wire shall extend a minimum of 12" above grade at required intervals and/or valve lids.
4. Tracing wire shall be coiled and placed in a valve box and shall be easily accessible.
5. At dead ends of mains, pipe, and/or service, the tracing wire shall be placed in a properly identified cast iron valve box (Valve Box and Cover Detail UT009).

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT012	Tracing Wire Location
DATE: April 2019	SCALE: N/A

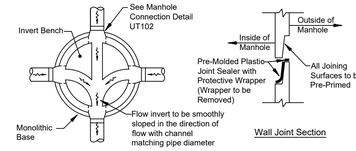
Pipes/Mains Separation Requirement Table (See Note 11 for Structural)									
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structural
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.
Potable			3'	12"	10'	18"	3'	18"	10'
Reclaimed	3'	12"			3'	12"	3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"			3'	12"	10'
Storm Sewer	3'	18"	3'	12"	3'	12"			10'

Joint Spacing Requirement Table (See Note 2)					
	Potable		Reclaimed	Sanitary Sewer	Storm Sewer
Potable			3'	6'	3'

NOTES:

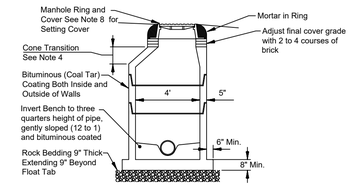
1. The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements between the City's Standards and the guidelines set forth in the Florida Administrative Code 62-555.314 (F.A.C). shall apply between newly proposed utility lines and existing or proposed utility lines.
2. Joint spacing shall be based on one full length water main pipe centered above or below other pipes. The joint shall be no less than the required distance from the center of the crossing of the two pipes. (The water pipe shall be above the other pipe unless otherwise approved by the City.).
3. Where the City's minimum vertical and horizontal separation from potable water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation in accordance with F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and 62-604.400 (F.A.C.) may be allowed upon approval by the City's Utilities Department.
   a. If it is not technically feasible or economically sensible to comply with the requirements set forth in 62-555.314 (F.A.C.), technical or economic justification for each exception must be submitted to F.D.E.P. with alternative construction features. Proof of F.D.E.P.'s approval for exceptions shall be submitted to the City.
4. For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
5. Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
6. Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe/main.
7. All Sanitary and Storm Structures shall follow separation requirements above.
8. Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
9. All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured with current or future grading to ensure the 36" coverage.
10. No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer must be approved by the City and is subject to special conditions and materials.
11. Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to: live loads, multi-story commercial buildings, superstructures, embankments, retaining walls, bridges, railroads, high voltage transmission mains, gas mains, etc.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT013	Pipe Separation Requirement Table
DATE: November 2022	SCALE: N/A



Invert Section

Wall Joint Section

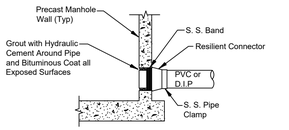


Manhole Section

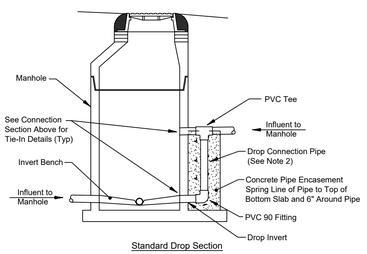
NOTES:

1. This detail is for pre-cast standard and receiving sanitary sewer manholes.
2. Sewer main sizes connecting to the manhole shall range from 6" to 24" in diameter and not less than 2" from floor of bottom casting. All other sizes shall require separate design and approval.
3. All manholes where any invert into the manhole exceeds 18" shall require a drop connection (See detail UT102).
4. Manhole coneiring and cover shall be eccentric configured. Cone transition shall range from 18" to 36". Concentric configuration shall require written approval by the City.
5. Receiving, forcemain connected and drop manhole shall be continuously lined with an approved liner on the City of Ocoee's Approved Materials List at a minimum of 90 mil thickness.
6. Bottom casting shall be monolithic with first riser.
7. Riser between top cone and bottom casting shall be no shorter in height than 60".
8. Manhole cover to be set 1/4" above and matching slope pavement and should be set at plan grade unpaved areas.
9. All seams from structure joints, pipe connections and ring shall be WrapidSealed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT101	Sanitary Sewer Manhole
DATE: July 2019	SCALE: N/A



Pipe Connection for Pipes
Less Than 24" Section



Standard Drop Section

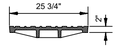
NOTES:

1. For manhole covers, see UT103 Standard Manhole Ring and Cover Detail and UT104 Large & Receiving Manhole Ring and Double Cover Detail.
2. Drop pipe and fittings shall be of equal size and material to the influent sewer line.
3. The drop connection provided above is limited to pipe size less than 24". Alternative design must be approved by City for pipe sizes equal or greater than 24" in diameter.
4. An outside drop connection is required for all influent lines 18" or more above the manhole inverts.
5. Bottom elevation of drop shall be 0.1' above effluent invert.

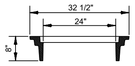
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT102	Sanitary Sewer Connection
DATE: July 2019	SCALE: N/A



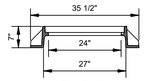
Cover



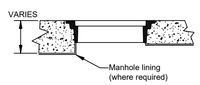
Cover Section
USF 45-1 Cover



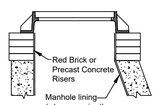
Flush Ring Section
USF 1295 Ring



Ring Section
USF 227 Ring



Flush Casting Mount

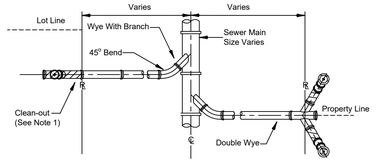


Standard Casting Mount

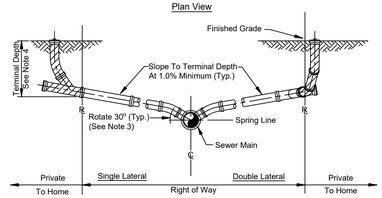
NOTES:

1. Use Ring & Covers Detail as depicted on this sheet for standard manhole applications. Refer to UT104 Large & Receiving Ring and Double Cover Detail for large (6' or greater) and receiving manholes.
2. For structures with top elevation at surface, use "Flush Structure Casting", USF 1295 Ring.
3. Brick shall be solid red (clay) brick meeting AASHTO M114 -Grade MW.
4. Red Brick or Precast Concrete Risers should not exceed four levels.
5. Manhole lid shall be Lettered with "City of Ocoee" (top), Sewer (center) and Florida (bottom).
6. Manhole lids shall have two (2) non-pentrating pick holes.
7. Where manhole lining (coating) is required, coating shall extend to ring sealing and coating ring's mortar bed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT103	Standard Manhole Ring and Cover
DATE: April 2019	SCALE: N/A



Plan View



Section View

NOTES:

1. Clean-out (shown hatched) shall be installed by the builder in accordance with standard plumbing code.
2. Locate clean-outs as close to the property line as possible.
3. Invert of service lateral shall not enter sewer main below spring line.
4. The minimum terminal depth as required for house service is 3'.
5. Service Laterals shall be a minimum of 6" for non-residential scenarios. In residential areas, service laterals shall be a minimum of 4" to the right-of-way and then 6" to the sewer main.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT105	Service Lateral
DATE: April 2019	SCALE: N/A

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Ph: 863-252-2761

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

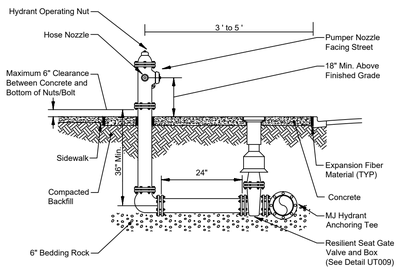
CITY UTILITY DETAIL

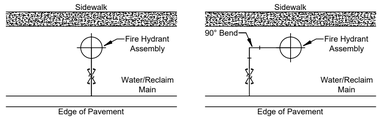
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C5.6

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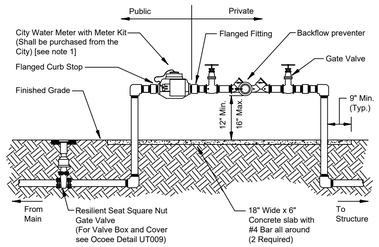




Note:

1. Hydrants shall be painted with double coat enamel paint per the following:
   - Public Potable Water - Safety Yellow Pantone 13-0630TN
   - Reclaimed Water - Purple Pantone 522 C
   - Private Fire - Cherry Red HDC-MD-16
2. Concrete shear pad shall abut between sidewalk and curb. Where sidewalk is not present, concrete shear pad shall be approx. 7.5' x 3.5' min.
3. Concrete shall be 6" thick with fibermesh and shall be fc' of 3,000 psi minimum at 28 days.
4. Any deviation from this detail shall be made known to the City for approval.

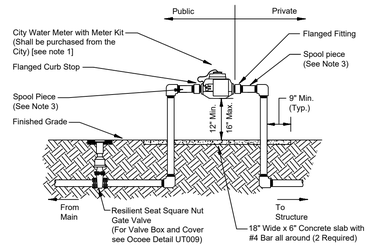
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT201	Fire Hydrant Assembly
DATE: June 2021	SCALE: n/a



NOTES:

1. Contractor shall be responsible for installing City water meter matching pipe size with meter kit and shall supply and install all materials and backflow prevention device.
2. Backflow device shall be per the City's Cross Connection Control Manual.
3. All pipes, fittings, and end valves as indicated as private shall be the responsibility of the owner. All pipes and fittings indicated as public with material not indicated shall be brass or schedule 80 PVC.

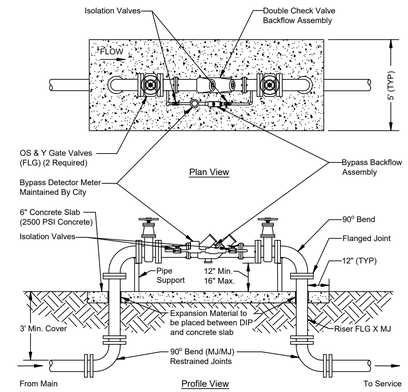
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT209b	1 1/2" and Larger Commercial/Multi-Family Meter Configuration
DATE: June 2021	SCALE: N/A



NOTES:

1. Contractor shall be responsible for installing City water meter matching pipe size with meter kit and shall supply and install all materials.
2. All pipes, fittings, and end valves as indicated as private shall be the responsibility of the owner. All pipes and fittings indicated as public with material not indicated shall be brass or schedule 80 PVC.
3. Spool piece length shall be a minimum of five times the diameter of the pipe.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT209c	1 1/2" and Larger Commercial/Multi-Family Meter Configuration (Reclaimed Water)
DATE: June 2021	SCALE: N/A



NOTES:

1. Backflow assembly shall be owned and maintained by the property owner.
2. The City shall own and maintain the meter.
3. Utility easement size minimum shall be 10 feet by 15 feet.
4. The contractor shall contact the inspector for exact assembly length and height above the slab required for the double detector check valve assembly to be installed by contractor. All pipe, fittings, and appurtenances shall be installed by the contractor.
5. All above ground pipe shall be flanged ductile iron.
6. Double detector check valve assembly shall be in conformance with the City's Cross Connections Manual.
7. Bypass meter piping shall be brass

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT210	Double Detector Check Valve Assembly
DATE: July 2020	SCALE: N/A

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Ph: 863-252-2761

Plans Prepared By:
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A Full Service A & E Firm

JOSHUA D. LOCKHART
FL. PE. NO. 76611

No.	Date	Revision
1	12/30/25	Private

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

CITY UTILITY DETAIL

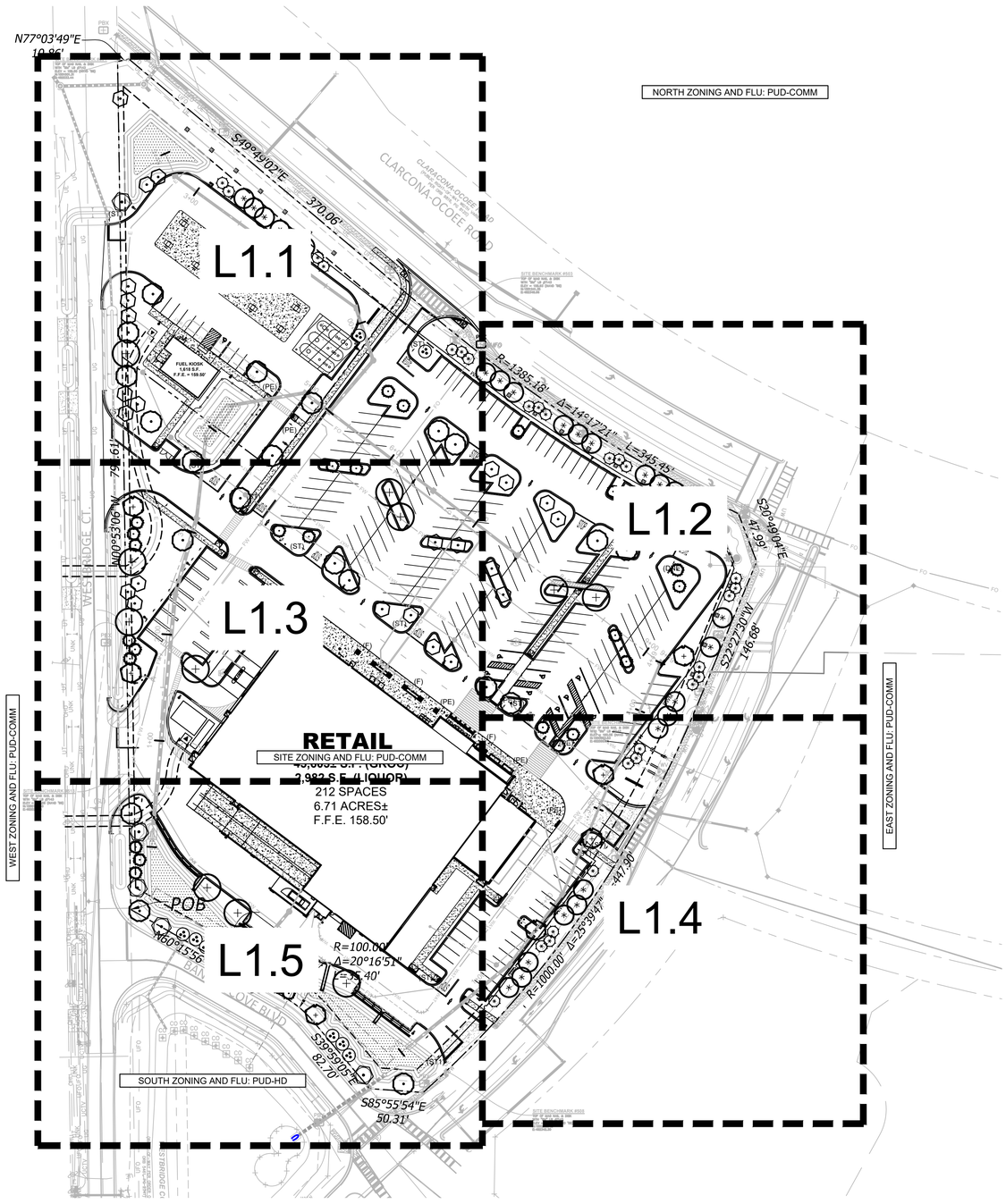
NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C5.7

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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

*REFER TO SHEET L5.0 FOR FULL PLANT LIST. REFER TO SHEETS L1.1 - L1.5 FOR SHRUB AND GROUNDCOVER LAYOUTS AND QUANTITIES.

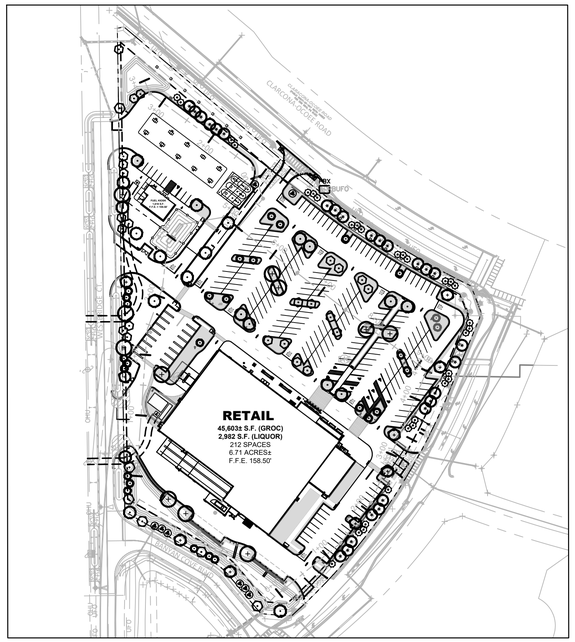
LANDSCAPE BUFFERS ALONG PUBLIC STREETS - SEC. 6-14(2)(b)
2 CANOPY TREES / 100LF
3 UNDERSTORY TREES / 100 LF
VEHICULAR USE AREA HEDGE SCREEN

NORTH - 15': 774.37 LF - 42 LF (INGRESS/EGRESS) = 732.37 LF
REQUIRED: 732.37 LF / 100 = 7.3
7.3 x 2 = 14.6 = 15 CANOPY TREES
7.3 x 3 = 21.9 = 22 UNDERSTORY TREES
PROPOSED: 15 CANOPY TREES
22 UNDERSTORY TREES
VEHICULAR USE AREA HEDGE SCREEN

EAST - 15': 640.69 LF - 111.31 (INGRESS/EGRESS) = 529.38 LF
REQUIRED: 529.38 LF / 100 = 5.3
5.3 x 2 = 10.6 = 11 CANOPY TREES
5.3 x 3 = 15.9 = 16 UNDERSTORY TREES
PROPOSED: 11 CANOPY TREES
16 UNDERSTORY TREES
VEHICULAR USE AREA HEDGE SCREEN

SOUTH - 15': 282.82 LF
REQUIRED: 282.82 LF / 100 = 2.8
2.8 x 2 = 5.6 = 6 CANOPY TREES
2.8 x 3 = 8.4 = 9 UNDERSTORY TREES
PROPOSED: 6 CANOPY TREES
9 UNDERSTORY TREES
VEHICULAR USE AREA HEDGE SCREEN

WEST - 15': 795.57 LF - 193.87 LF (INGRESS/EGRESS) = 601.7 LF
REQUIRED: 601.7 LF / 100 = 6
6 x 2 = 12 CANOPY TREES
6 x 3 = 18 UNDERSTORY TREES
PROPOSED: 12 CANOPY TREES
18 UNDERSTORY TREES
VEHICULAR USE AREA HEDGE SCREEN



VEHICULAR USE AREA MAP
N.T.S

LANDSCAPE DATA - SEC. 6-14(2)(d) 2 3

VEHICULAR USE AREA (VUA):		175,700.17 SF
REQUIRED:		17,570 SF (10%)
	PROPOSED:	31,442 SF (18%)
PARKING LOT TREES		
REQUIRED:		1 TREE / 4 PARKING SPACES (50% MIN. TO BE CANOPY)
TREES)		228 PARKING SPACES / 4 = 57 TREES (29 CANOPY TREES)
	PROPOSED:	57 TREES (29 CANOPY TREES)
SHRUBS / GROUND COVER		MIN. 50% OF THE VUA

1 2

ALERT TO CONTRACTOR:

ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

PERMANENT GRASS CHART 3

SYMBOL	ACREAGE	VARIETY	SEEDING RATE
SOD			
BAHIA	1.48 +/-	ARGENTINE BAHIA	N/A
SEED			
	.14 +/-	BAHIA SEED	3 LBS / 1000 SF

CONTRACTOR TO VERIFY QTY

LANDSCAPE REQUIREMENTS 3

TYPE	LOCATION	AHJ REQUIRED	PROVIDED
TREES	ISLANDS	57	57
	PERIMETER	109	109
	MITIGATED	N/A	N/A
SHRUBS	ISLANDS	50%^	100%^
	PERIMETER	HEDGE	HEDGE
GROUNDCOVER	ALL	50%^	100%^

^INCLUDES ALL ISLAND SHRUBS & GROUNDCOVER. (ALL ISLANDS SHALL BE SODDED OR PROVIDED WITH NATURAL GROUND COVER.)

NOTES TO CONTRACTOR:

1. 24" WIDE MULCH STRIP IS REQUIRED BEHIND ALL CONCRETE CURBS/BUFFERS. WHERE TURF GRASS WILL BE ESTABLISHED ADJACENT TO CONCRETE CURBS / BUFFERS, EITHER A 16" OR 24" (DEPENDENT ON AVAILABILITY) WIDE SOD STRIP IS REQUIRED.
2. CONTRACTOR IS CAUTIONED THAT STORMWATER CONVEYANCES AND POND BANKS AND BOTTOM CAN BE DAMAGED IF MACHINE MOWED WHILE THESE SOILS ARE WET. ANY ASSOCIATED DAMAGES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AT NO EXPENSE TO OWNER.

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60 0 60 120
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GALEN J. PUGH LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522 REGISTERED
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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No.	Date	Revision
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

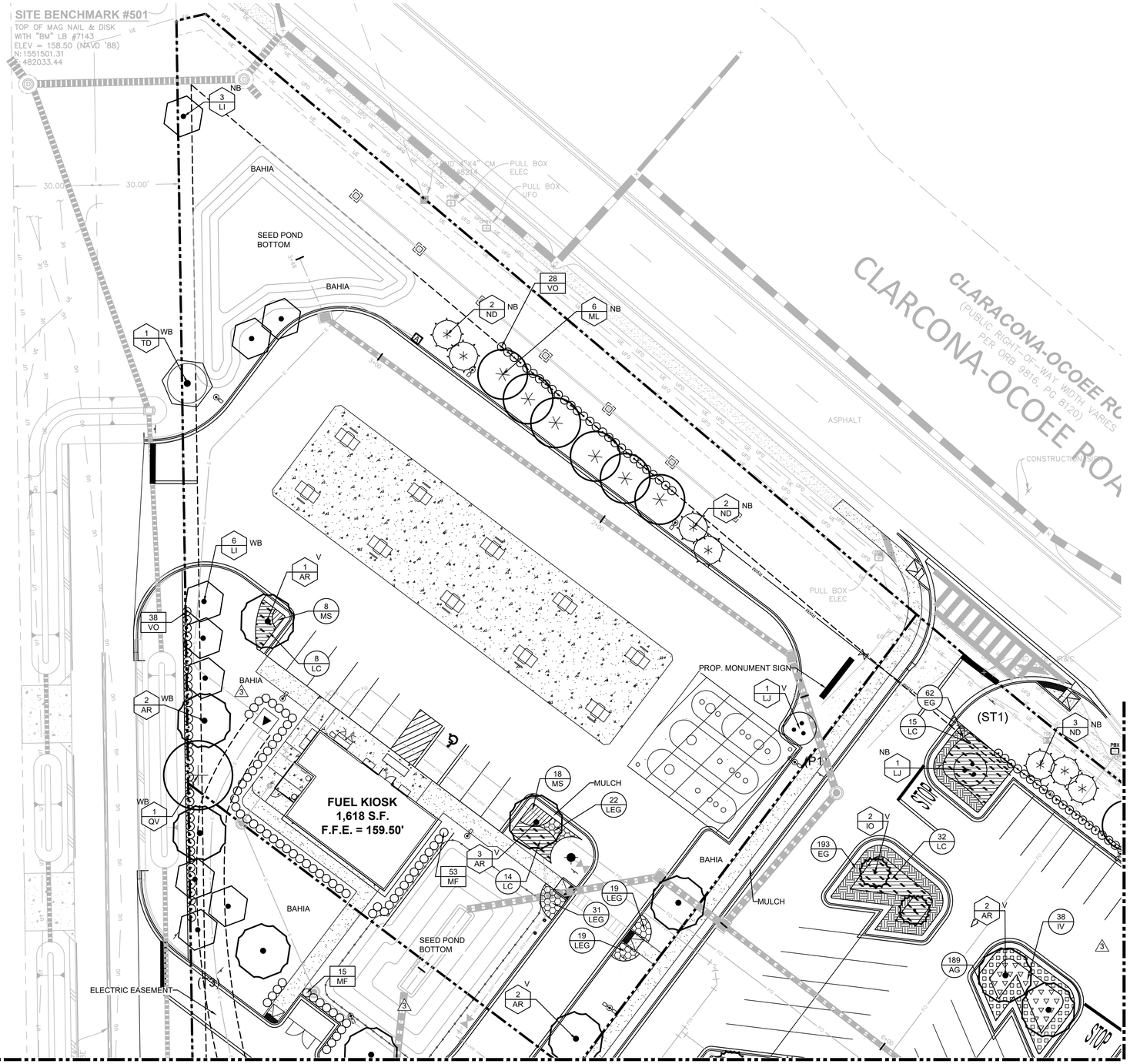
OVERALL LANDSCAPE PLAN

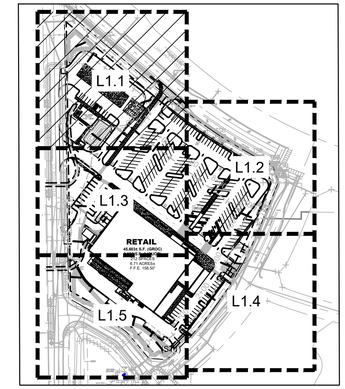
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
L1.0

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KEY MAP
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 / GROUNDCOVER	
VO2	DWARF WALTER'S VIBURNUM (N)
AG	PERENNIAL PEANUT
MS	SUNSHINE MIMOSA (N)
IV	DWARF YAUPON HOLLY (N)
LC	DWARF LOROPETALUM
LEG	EVERGREEN GIANT
MC	MUHLY GRASS (N)
ZF	COONTIE (N)
SR	SILVER SAW PALMETTO (N)
EG	BLUE MY 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.

1 UPDATED PARKING LOT ISLAND LAYOUTS, RELOCATED DUMPSTER AND ADDED POND

4 UPDATED PARKING LOT LAYOUTS, RELOCATED FH AND REVISED POND AREAS

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GALEN J. PUGH REGISTERED LANDSCAPE ARCHITECT LA0001522 STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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LANDSCAPE PLAN

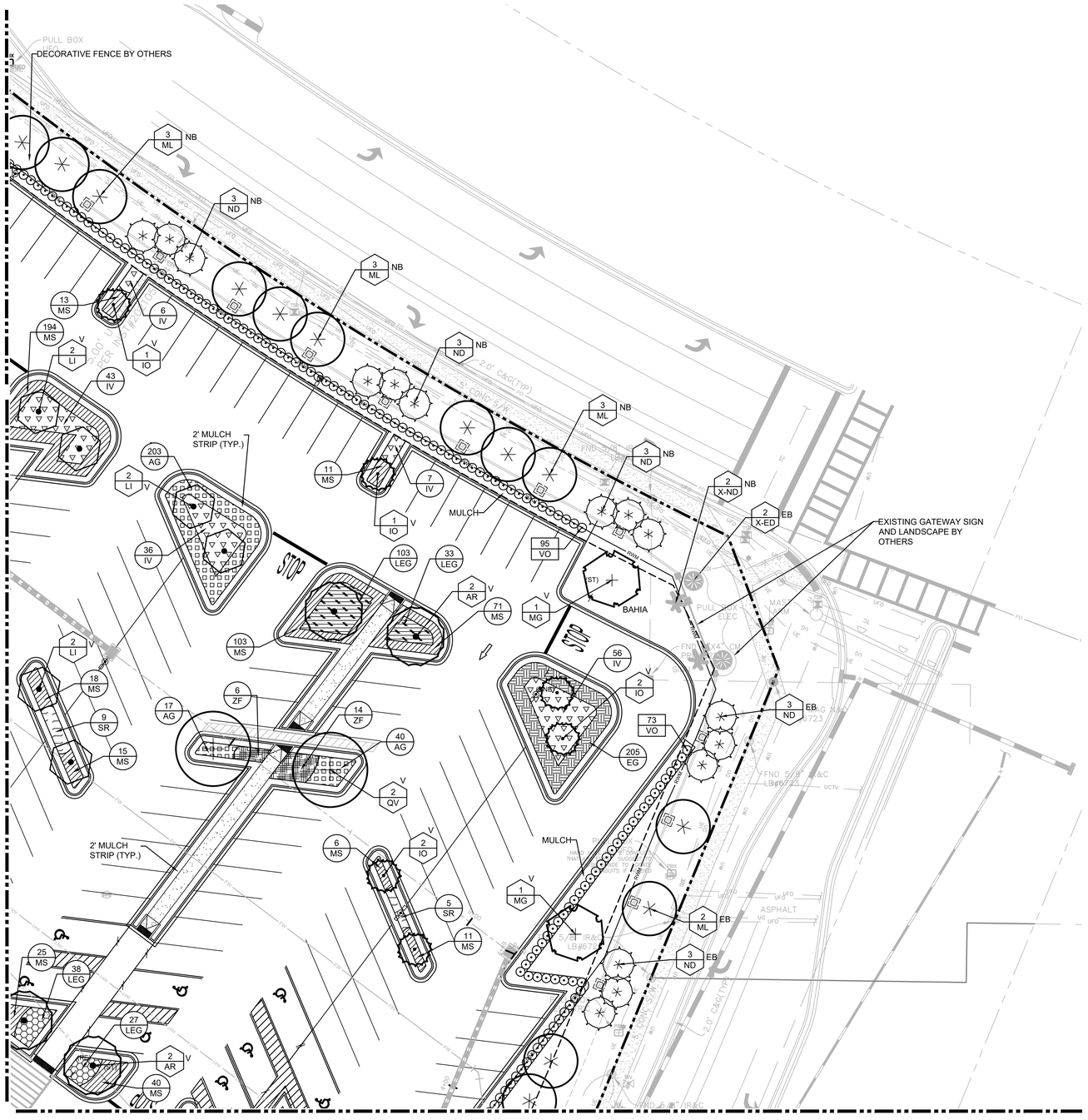
NEW GROCERY AND FUEL STATION

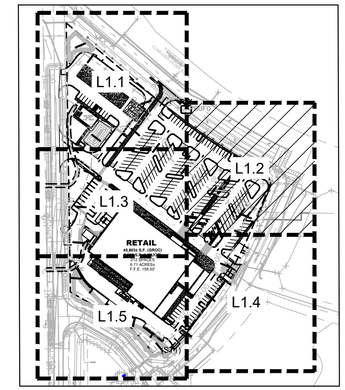
CITY OF OCOEE, FLORIDA

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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 / GROUNDCOVER	
VO2	DWARF WALTER'S VIBURNUM (N)
AG	PERENNIAL PEANUT
MS	SUNSHINE MIMOSA (N)
IV	DWARF YAUPON HOLLY (N)
LC	DWARF LOROPETALUM
LEG	EVERGREEN GIANT
MC	MUHLY GRASS (N)
ZF	COONTIE (N)
SR	SILVER SAW PALMETTO (N)
EG	BLUE MY MIND BLUE DAZE
AD	FOXTAIL FERN

*REFER TO SHEET L5.0 FOR FULL PLANT LIST

3 / 1

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.

2

UPDATED PARKING LOT ISLAND LAYOUTS

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GALEN J. PUGH LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522 REGISTERED

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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No.	Date	Revision
4	10/29/25	PER CITY COMMENTS
3	6/6/25	PER CITY COMMENTS
2	2/24/25	PER CITY COMMENTS
1		

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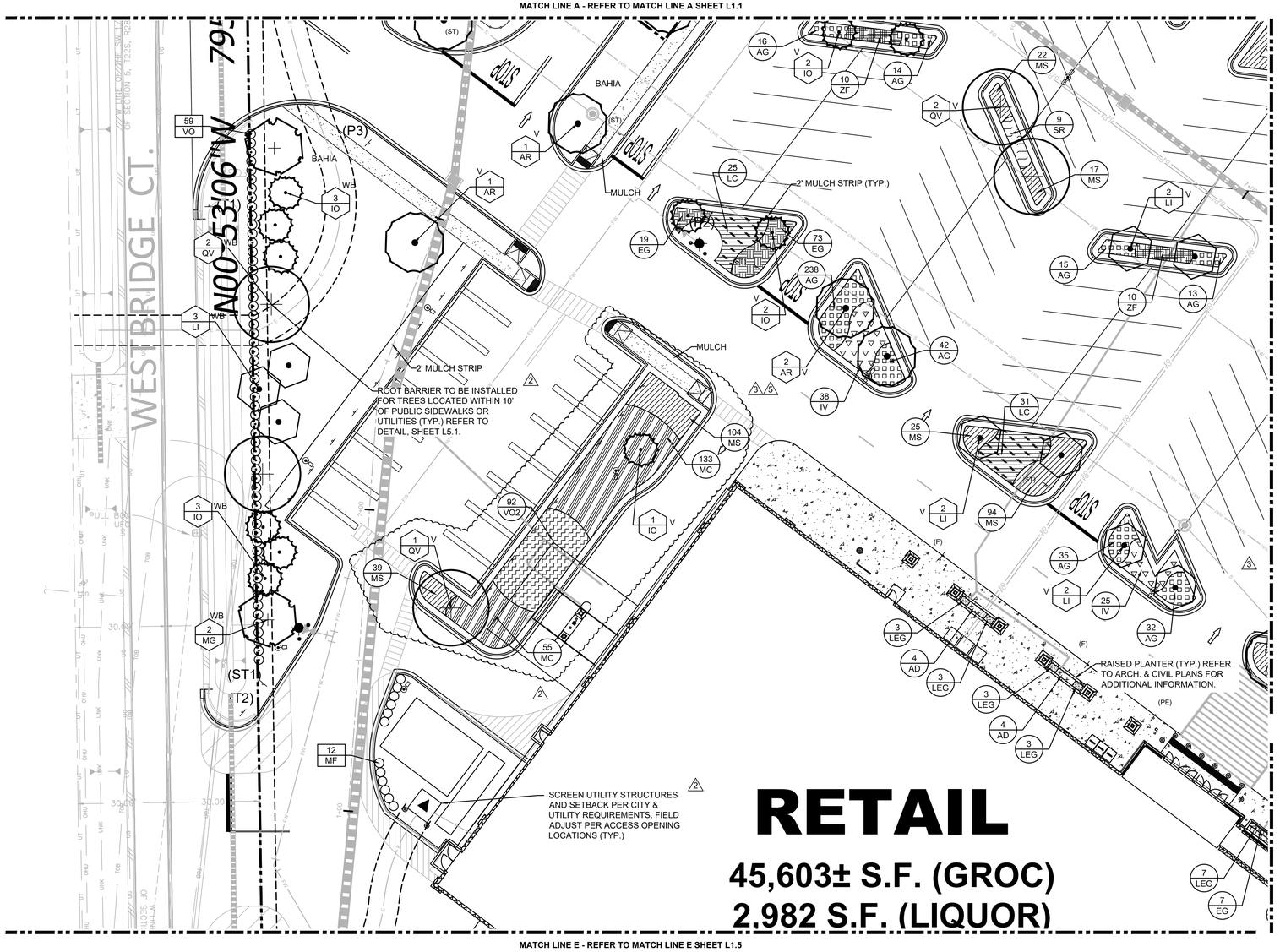
LANDSCAPE PLAN

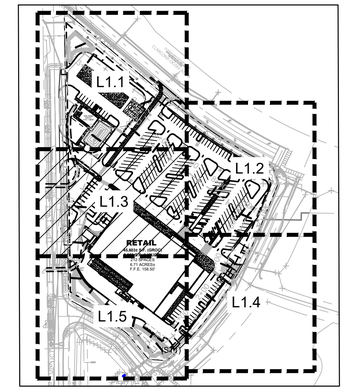
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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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 / GROUNDCOVER	
VO2	DWARF WALTER'S VIBURNUM (N)
AG	PERENNIAL PEANUT
MS	SUNSHINE MIMOSA (N)
IV	DWARF YAUPON HOLLY (N)
LC	DWARF LOROPETALUM
LEG	EVERGREEN GIANT
MC	MUHLY GRASS (N)
ZF	COONTIE (N)
SR	SILVER SAW PALMETTO (N)
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- **V** = VUA TREE

REFER TO L5.0 FOR PLANT LIST AND TOTAL QUANTITIES.

1 UPDATED PARKING LOT ISLAND LAYOUTS

4

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LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA REGISTERED
Galen J. Pugh, RLA LA0001522 Dec. 23, 2025

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No.	Date	Revision
1	12/23/25	PER CITY COMMENTS/INTERNAL REVIEW
2	10/29/25	PER CITY COMMENTS/CPH REVIEW
3	10/03/25	PER CITY COMMENTS
4	6/6/25	PER CITY COMMENTS
5	2/24/25	PER CITY COMMENTS

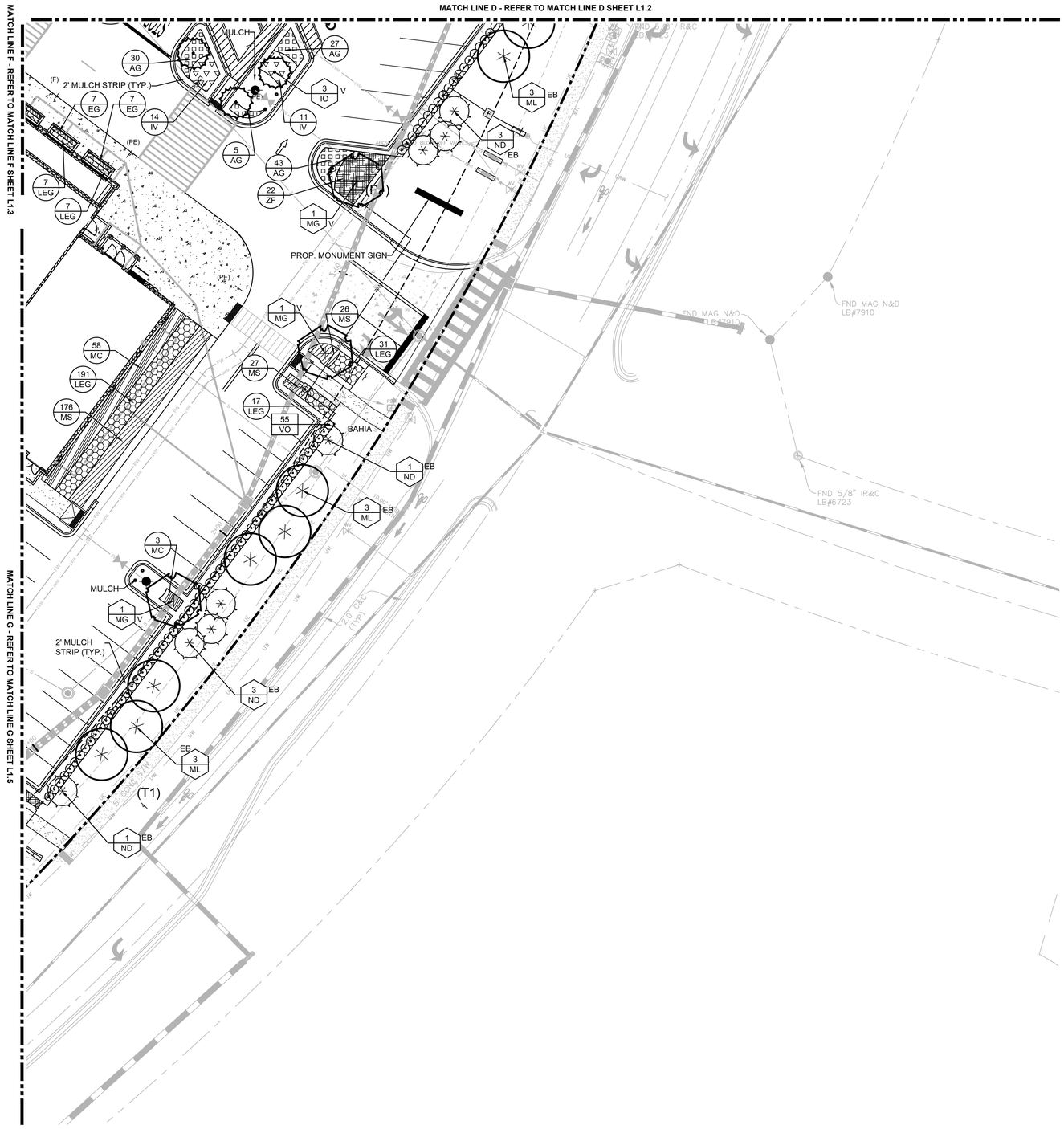
Designed: M. AGUIAR
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Job No.: W131430
Date: 08/2024 © 2025

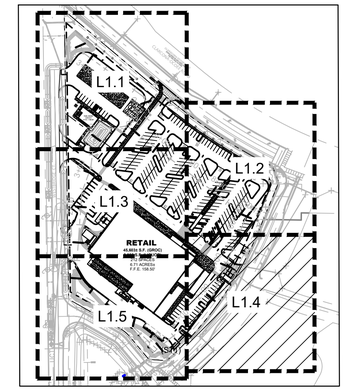
LANDSCAPE PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
L1.3





KEY MAP
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 / GROUNDCOVER	
VO2	DWARF WALTER'S VIBURNUM (N)
AG	PERENNIAL PEANUT
MS	SUNSHINE MIMOSA (N)
IV	DWARF YAUPON HOLLY (N)
LC	DWARF LOROPETALUM
LEG	EVERGREEN GIANT
MC	MUHLY GRASS (N)
ZF	COONTIE (N)
SR	SILVER SAW PALMETTO (N)
EG	BLUE MY 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.

N

20 0 20 40
Graphic Scale in Feet

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CPH, LLC
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GALEN J. PUGH LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522 REGISTERED
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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No.	Date	Revision
1	10/29/25	PER CITY COMMENTS
2	2/24/25	PER CITY COMMENTS

Designed: M. AGUIAR
Drawn: M. AGUIAR
Checked: G. PUGH
Job No.: W131430
Date: 08/2024 © 2025

LANDSCAPE PLAN

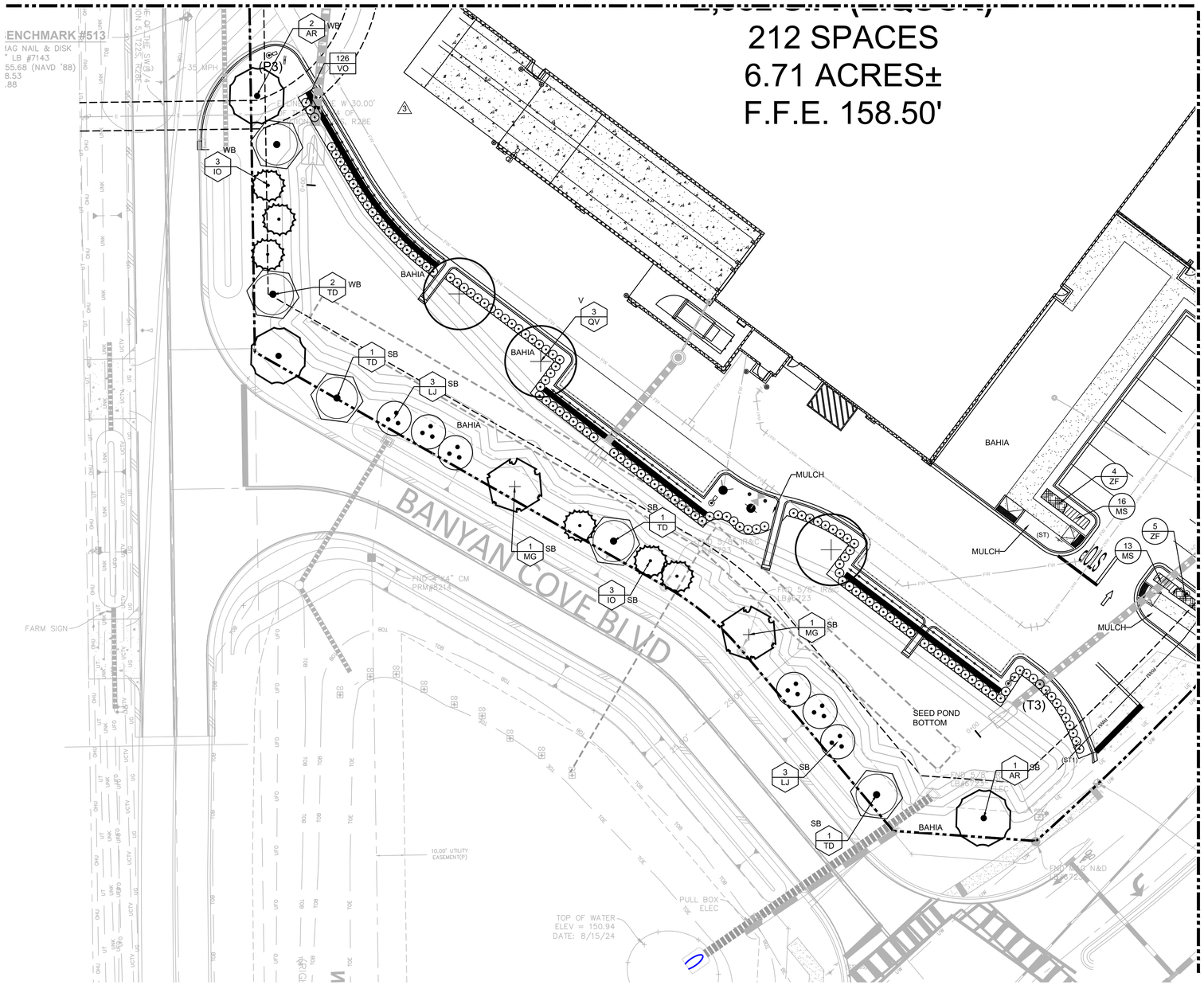
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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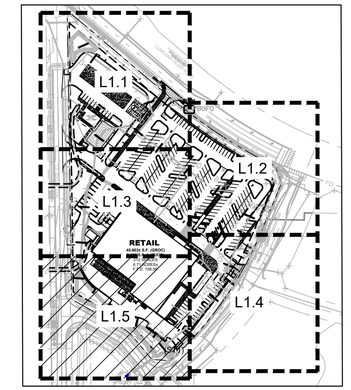
Sheet No.
L1.4

MATCH LINE E - REFER TO MATCH LINE E SHEET L1.3

212 SPACES
6.71 ACRES±
F.F.E. 158.50'



MATCH LINE G - REFER TO MATCH LINE G SHEET L1.4



KEY MAP
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 / GROUNDCOVER	
VO2	DWARF WALTER'S VIBURNUM (N)
AG	PERENNIAL PEANUT
MS	SUNSHINE MIMOSA (N)
IV	DWARF YAUPON HOLLY (N)
LC	DWARF LOROPETALUM
LEG	EVERGREEN GIANT
MC	MUHLY GRASS (N)
ZF	COONTIE (N)
SR	SILVER SAW PALMETTO (N)
EG	BLUE MY MIND BLUE DAZE
AD	FOXTAIL FERN

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TREE DESIGNATION LEGEND:

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- **WB** = WEST BUFFER TREE
- **V** = VUA TREE

REFER TO L5.0 FOR PLANT LIST AND TOTAL QUANTITIES.

ADDED RETAINING WALL & GUIDE RAIL. ADJ SHRUB QTYS

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20 0 20 40
Graphic Scale in Feet

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LA0001522
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Designed: M. AGUIAR
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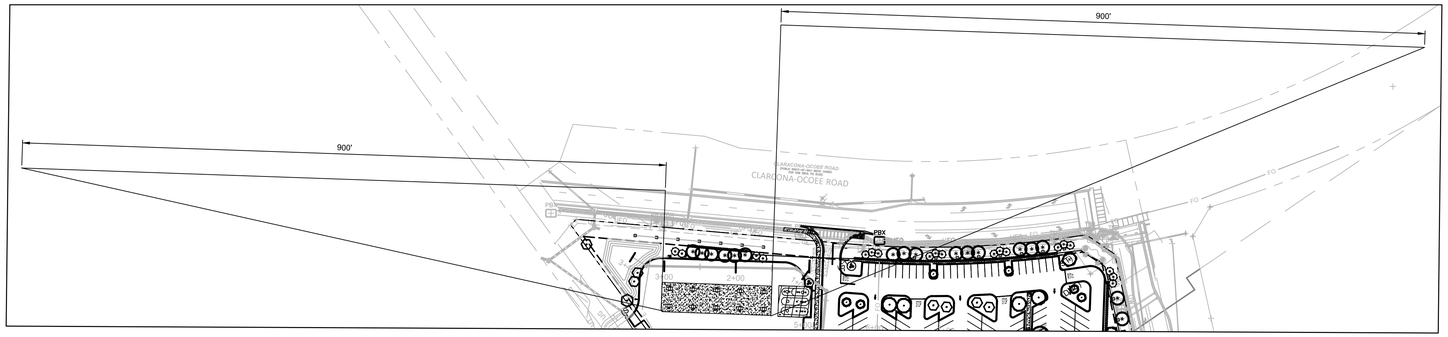
LANDSCAPE PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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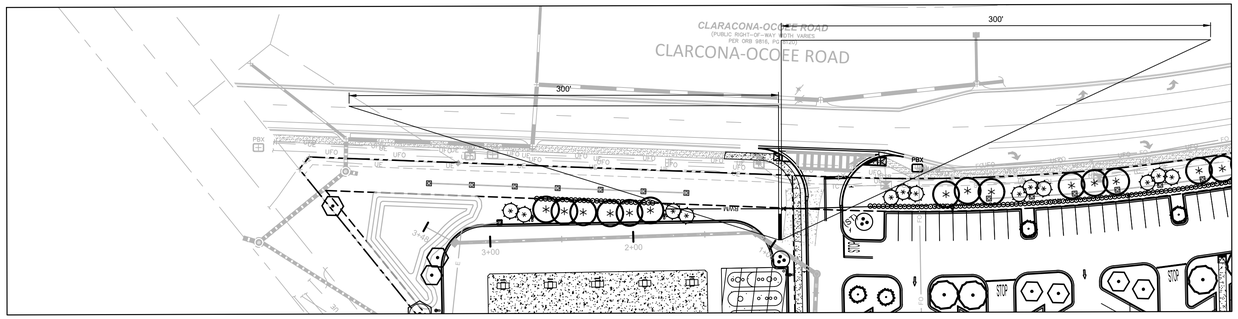
Sheet No.
L1.5

\\cph\pz\Jobs\W131430\landscape\DWG\preliminarydesign\Plans\W131430 – LSP.dwg, 12/23/2025 11:40:49 AM, Michelle Aguiar,



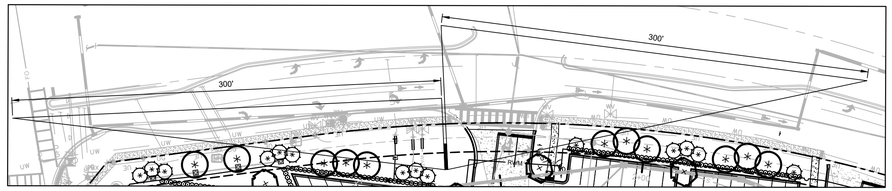
GAS STATION CANOPY VISIBILITY

1" = 100'



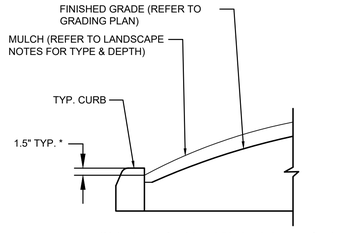
MONUMENT SIGN VISIBILITY

1" = 50'



LAKEWOOD AVE. MONUMENT SIGN VISIBILITY

1" = 50'



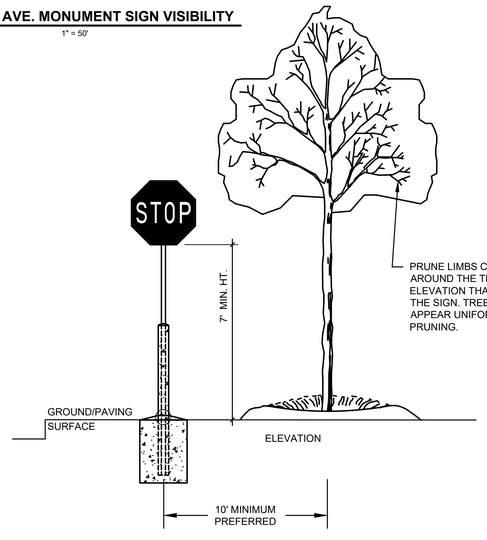
*Maintain top of mulch at 1.5 inches below top of curb.

TYPICAL MULCH SECTION - LANDSCAPE ISLAND

N.T.S.

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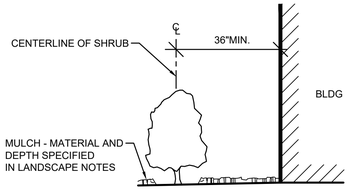
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TREES TO BE PLANTED NO CLOSER THAN 10' IN ALL DIRECTIONS FROM ANY TRAFFIC SIGNS WHEN POSSIBLE. FOR THOSE LOCATED CLOSER THAN 10', TREES SHALL BE PRUNED TO CLEAR THE SIGN.

TREE PLANTING AT TYPICAL SIGN

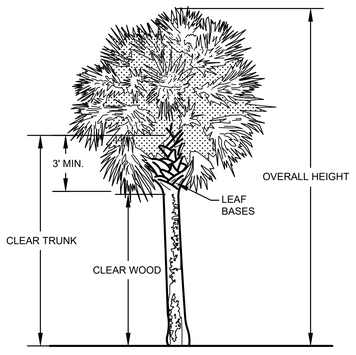
N.T.S.



NOTES:
INSTALL SHRUBS ALONG BUILDING A MINIMUM OF 36" AWAY FROM WALL OR PAVING UNLESS OTHERWISE APPROVED BY THE L.A. OF RECORD.

TYPICAL SECTION - SHRUB PLANTING OFFSET AT BLDG FOUNDATION AND PAVING

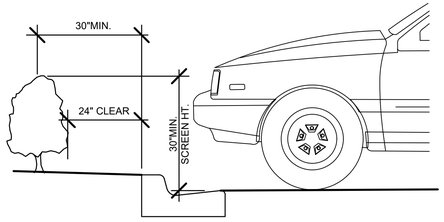
N.T.S.



* ALL PALMS TO HAVE CLEAR WOOD INDICATED ABOVE UNLESS OTHERWISE SPECIFIED.

PALM DETAIL

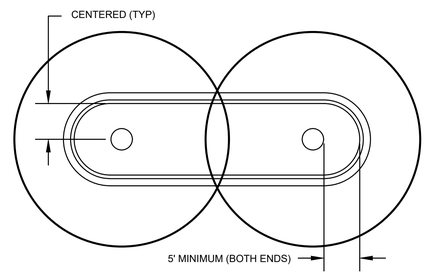
N.T.S.



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.



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.

TYPICAL ISLAND PLANTING

PLANT LIST

SYM	COMMON NAME	BOTANICAL NAME	DESCRIPTION	QTY.
TREES				
AR	RED MAPLE (N,C)	ACER RUBRUM 'FLORIDA FLAME'	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.	80
VO	SWEET VIBURNUM	VIBURNUM ODORATISSIMUM	7 GAL., 36" HT., 36"O.C.	475
SHRUB / GROUNDCOVER				
VO2	DWARF WALTER'S VIBURNUM (N)	VIBURNUM OBOVATUM 'DENSA'	3 GAL., FULL, 30" O.C.	92
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 YAUPON 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.	125
LEG	EVERGREEN GIANT	LIRIOPE MUSCARI 'EVERGREEN GIANT'	1 GAL., FULL, 18" O.C.	564
MC	MUHLY GRASS (N)	MUHLENBERGIA CAPILLARIS	3 GAL., 15" MIN. HT., 10" SPRD., 30" O.C.	249
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	ASPARAGUS DENSIFLORUS 'MYERS'	3 GAL., FULL, 24" O.C.	8
			TOTAL: 4,748 (42% 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.

DPI INSPECTION NOTES(REQUIRED)

D.P.I. PALM INSPECTION NOTE:
ALL PALMS SHALL HAVE A VALID AND CURRENT STATE OF FLORIDA, DIVISION OF PLANT INDUSTRY (DPI) INSPECTION CERTIFICATION PRIOR TO BEING TRANSPORTED TO THE CONSTRUCTION SITE. THE DPI CERTIFICATION MUST BE SUBMITTED TO CPH AND A COPY OF THIS CERTIFICATION MUST BE PROVIDED TO THE GENERAL CONTRACTOR AND MAINTAINED WITH THE CONSTRUCTION RECORDS.

DPI INSPECTION NOTES(REQUIRED)

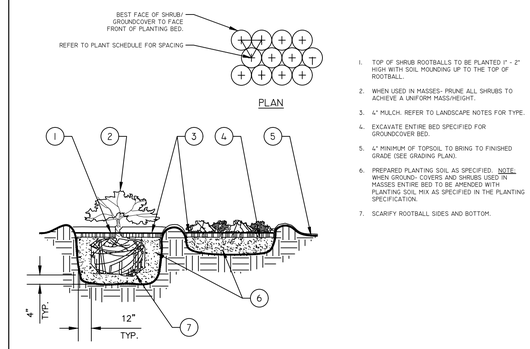
D.P.I. INSPECTION OF ALL PLANT MATERIAL:
ALL TREES, SHRUBS AND SOD WILL HAVE A VALID AND CURRENT STATE OF FLORIDA, DIVISION OF PLANT INDUSTRY (DPI) INSPECTION CERTIFICATION PRIOR TO BEING TRANSPORTED TO THE CONSTRUCTION SITE. THE DPI CERTIFICATION MUST BE SUBMITTED TO CPH AND A COPY OF THIS CERTIFICATION MUST BE PROVIDED TO THE GENERAL CONTRACTOR AND MAINTAINED WITH THE CONSTRUCTION RECORDS.

PALM HEIGHT/TRUNK SPECIFICATIONS

OVERALL HEIGHT(OA):
HIGHEST POINT IN THE CANOPY MEASURED FROM THE SOIL LINE TO THE NATURAL POSITION OF THE LAST FULLY EXPANDED LEAF. UNLESS SPECIFIED DIFFERENTLY, THE TERM HEIGHT, OR HEIGHT MEASUREMENTS SPECIFIED, WILL BE CONSIDERED OVERALL HEIGHT.

CLEAR TRUNK(CT):
A MEASUREMENT FROM THE SOIL LINE TO A POINT IN THE CANOPY WHERE THE TRUNK CALIPER BEGINS TO TAPER ABRUPTLY. ON MANY PALMS, THIS POINT WILL LIE AT THE BASE OF THE PETIOLE OF THE THIRD OR FOURTH YOUNGEST BUT FULLY EXPANDED LEAF.

CLEAR WOOD(CW):
A MEASUREMENT FROM THE SOIL LINE TO THE HIGHEST POINT OF THE TRUNK FREE OF PERSISTENT LEAF BASES. ON PALMS WITH A CROWN SHAFT, THE MEASURE WILL BE FROM THE SOIL LINE TO THE BASE OF THE CROWN SHAFT. IT SHOULD BE NOTED THAT PALMS WITH VERY PERSISTENT LEAF BASES MAY NOT HAVE CLEAR WOOD.



1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. WHEN USED IN MASSES- PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 4" MULCH. REFER TO LANDSCAPE NOTES FOR TYPE.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED IN THE PLANTING SPECIFICATION.
7. SCARIFY ROOTBALL SIDES AND BOTTOM.

SHRUB/GROUNDCOVER PLANTING

N.T.S.

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GALEN J. PUGH LANDSCAPE ARCHITECT STATE OF FLORIDA REGISTERED LA0001522

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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3	10/03/25	PER CITY COMMENTS/CPH REVIEW
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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 OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
L5.0

LANDSCAPE NOTES:

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 plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
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 items and plants.
5. Contractor shall ensure that there are no visual obstructions to vehicle lines of sight and traffic controls. Contractor shall field adjust tree 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's work shall 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 or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. 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 maintained until planted.
13. All tree 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 assure 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 any damage caused by instability of any plant material.
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 detail prepared by the Landscape Architect. It shall be the responsibility of the Landscape Contractor to remove guys and stakes from the trees and job site 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 in 24 inch wide rolls in a length consistent with the equipment and methods used to handle the rolls and place the sod. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable. The soil and root mat shall be a minimum of 1-1/2 inch thick and must hold together during placement. Sod shall be place 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 top 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. Place sod within 48 hours of cutting the sod. The sod shall be kept moist throughout the 48 hour period to maintain the health and viability of the sod. Submit a letter of certification to the Owner's CEI Representative, at time of delivery, 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 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 foliage/limbs from existing plant material to remain. Confirm 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 replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.
24. MAINTENANCE PRIOR 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, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting 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.

25. TOPSOIL

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 peat moss, sand, or organic matter into the subsoil to obtain adequate measures shall be considered as incidental, without additional cost to Owner.

B. Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of boards, 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 to be because natural subsoil falls into AASHTO classification of A6 or A7 and contains moisture in excess of 30 percent, then installation of sub drainage system or other means described 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.

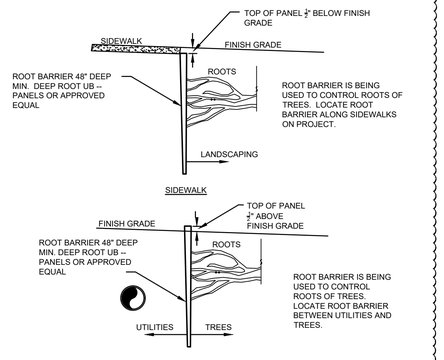
D. Planting beds where existing subsoil is determined by Owner to be unsuitable for plant growth in accordance paragraph Unsuitable Subsoil herein shall be excavated to a depth of 12 inches or as needed to provide adequate drainage. Replace excavated soil with planting soil.

RETAIL GENERAL NOTES:

1. 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 1) 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 appurtenances, 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.

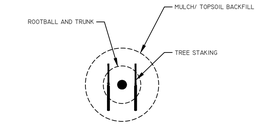
RETAIL GENERAL NOTES (CONT):

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 this 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.

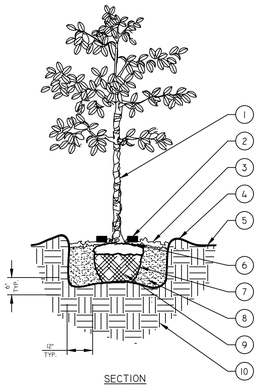


ROOT BARRIER

NOTE: TREE ROOT GUARD/BARRIER (MIN 48") TO BE INSTALLED FOR TREES LOCATED WITHIN 10' OF PUBLIC SIDEWALKS AND UTILITIES.



PLAN



SECTION

NOTES:

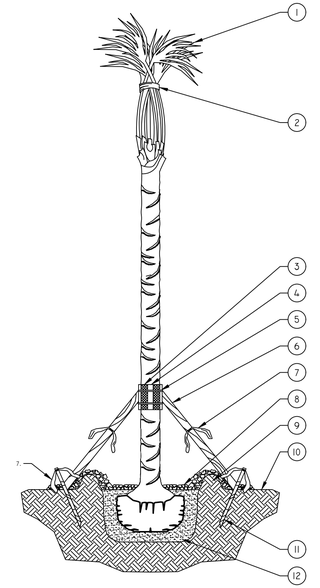
A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.
C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.
D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT.
E. BRANCHING HEIGHT TO A.A.N. STANDARDS.

1. TREE WRAP.
2. **Tree Frog® RBK40pt** FOR UP TO 4" TREE CALIPER OR **Tree Frog® RBK60pt** FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.
3. 3" HIGH SOIL BERM TO HOLD WATER.
4. 4" MULCH. REFER TO LANDSCAPE NOTES FOR TYPE.
5. FINISHED GRADE (SEE GRADING PLAN).
6. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
7. B & B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING ROOTBALLS SMALLER THAN 24" IN DIA. MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED SUBSOIL.

SMALL TREE PLANTING
(14' OR LESS)

N.T.S.

09/21/16

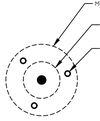


PLAN

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.
C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

1. MINIMUM OF NINE (9) GOOD PALM FRONDS.
2. PRUNE AND TIE FRONDS WITH HEMP TWINE, CABBAGE PALMS TO BE "HURRICANE CUT"
3. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
4. FIVE 2" X 4" X 18" WOOD BATTENS.
5. SECURE BATTENS WITH 2-3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
6. ATTACH 3-2" X 4" X 8' (DRILL AND NAIL IF NECESSARY) TO BATTENS AND 2" X 4" STAKES. FLAG AT MIDPOINT AND AT BASE.
7. PROVIDE FLAGGING
8. 4" MULCH. REFER TO LANDSCAPE NOTES FOR TYPE.
9. BERM SOIL TO HOLD WATER
10. FINISH GRADE
11. 2" X 4" X 24" (MIN.) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES
12. PREPARED PLANTING SOIL MIX AS SPECIFIED. COMPACT BENEATH ROOT BALL.

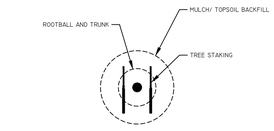


PLAN

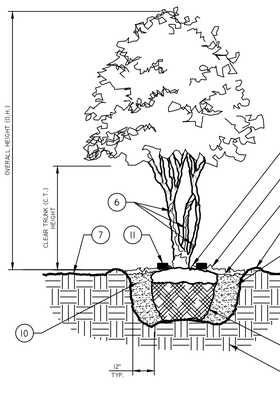
PALM TREE PLANTING

N.T.S.

09/21/16



PLAN



SECTION

NOTES:

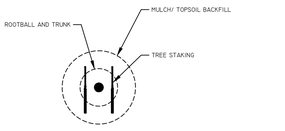
A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
B. SET TREE AT ORIGINAL DEPTH. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.
C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.
D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT
E. BRANCHING HEIGHT TO A.A.N. STANDARDS

I. BASE OF TREE SHALL BE PLANTED SLIGHTLY ABOVE (1" MIN.) ADJACENT FINISH GRADE. REMOVE ALL TWINE & STRAPS & CUT BURLAP FROM TOP 1/3 OF ROOT BALL. NO SYNTHETIC BURLAP WILL BE ACCEPTED.
2. 4" MULCH. REFER TO LANDSCAPE NOTES FOR TYPE.
3. DIAMETER OF TREE PIT TO BE TWICE THE DIAMETER OF ROOT BALL-ROUGHEN SIDES OF TREE PIT.
4. 3" HIGH SOIL BERM TO HOLD WATER.
5. TOPSOIL MIX BACKFILL.
6. TREE WRAP.
7. 4" MIN. OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
8. ROOT BALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING ROOT BALLS SMALLER THAN 24" IN DIA. MAY SIT ON COMPACTED EARTH.
9. UNDISTURBED SUBSOIL.
10. PREPARE PLANTING SOIL AS SPECIFIED.
11. **Tree Frog® RBK40pt** FOR UP TO 4" TREE CALIPER OR **Tree Frog® RBK60pt** FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.

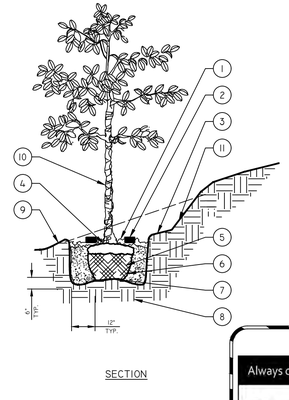
MULTI-TRUNK TREE PLANTING

N.T.S.

09/21/16



PLAN



SECTION

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.
C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.
D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT.
E. BRANCHING HEIGHT TO A.A.N. STANDARDS.

I. 4" MULCH. REFER TO LANDSCAPE NOTES FOR TYPE.
2. **Tree Frog® RBK40pt** FOR UP TO 4" TREE CALIPER OR **Tree Frog® RBK60pt** FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.
3. BACKFILL WITH TOPSOIL IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS.
4. TOP OF ROOT BALL MIN. 1" ABOVE FINISHED GRADE.
5. B&B OR CONTAINED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
6. PREPARE PLANTING SOIL AS SPECIFIED.
7. ROOT BALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING ROOT BALLS SMALLER THAN 24" IN DIA. MAY SIT ON COMPACTED EARTH.
8. UNDISTURBED SUBSOIL.
9. 3" HIGH SOIL BERM TO HOLD WATER.
10. TREE WRAP.
11. CUT BACK SLOPE TO PROVIDE A FLAT SURFACE FOR PLANTING.

Always call 811 two full business days before you dig
Sunshine811.com
www.sunshine811.com

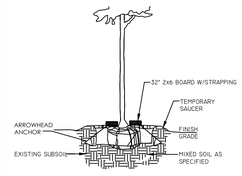
THIS SHEET NOT VALID FOR CONSTRUCTION UNLESS STAMPED APPROVED

TREE PLANTING ON SLOPE

N.T.S.

09/21/16

Tree Frog Environmental Products® (formerly Arborguy®) RBK40pt/RBK60pt STAKING DETAIL



Tree Frog® RBK40pt SYSTEM

FOR UP TO 4" CALIPER TREES
(2) TREE FROG EP™ 52"x2"x6" WOOD BOARDS
(4) 3/4"x70" STRAPPING (1,800 LB. TENSILE STRENGTH)
(4) ARROWHEAD ® ANCHORS

Tree Frog® RBK60pt SYSTEM

FOR UP TO 6" CALIPER TREES
(4) TREE FROG EP™ 52"x2"x6" WOOD BOARDS
(8) 3/4"x70" STRAPPING (1,800 LB. TENSILE STRENGTH)
(8) ARROWHEAD ® ANCHORS

Tree Frog® RBK INSTALLATION NOTES

* Specify Anchor
1. Biodegradable (soft or hard soil)
2. Nylon (soft soil)
3. Heavy Duty (hard soil)

See page 2 for installing root ball tree staking kit with banding machine.
See page 3 for installing root ball tree staking kit with ratchet.

Tree Frog® RBK40pt PLAN VIEW

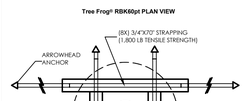


Tree Frog® RBK40pt DIAGRAM



NOTE:- FOR UP TO 4" CALIPER TREES-ANCHORS ARE TO BE DRIVEN TO DEEPEST POSSIBLE DEPTH ACCORDING TO SOIL TYPE

Tree Frog® RBK60pt PLAN VIEW



Tree Frog® RBK60pt DIAGRAM



NOTE:
- FOR UP TO 6" CALIPER TREES AND FOR PALMS UNDER 20' WITH CUT LARGE ROOT BALL
- ANCHORS ARE TO BE DRIVEN TO DEEPEST POSSIBLE DEPTH ACCORDING TO SOIL TYPE

"TREE FROG" TREE STAKING

N.T.S.

09/21/16

TREE FROG ENVIRONMENTAL PRODUCTS WWW.TREEFROGEP.COM 352-755-7411

cph
www.cphcorp.com
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

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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

No.	Date	Revision
1	2/24/25	PER CITY COMMENTS
2	6/6/25	PER CITY COMMENTS

Designed: M. AGUIAR
Drawn: M. AGUIAR
Checked: G. PUGH
Job No.: W131430
Date: 08/2024
© 2025

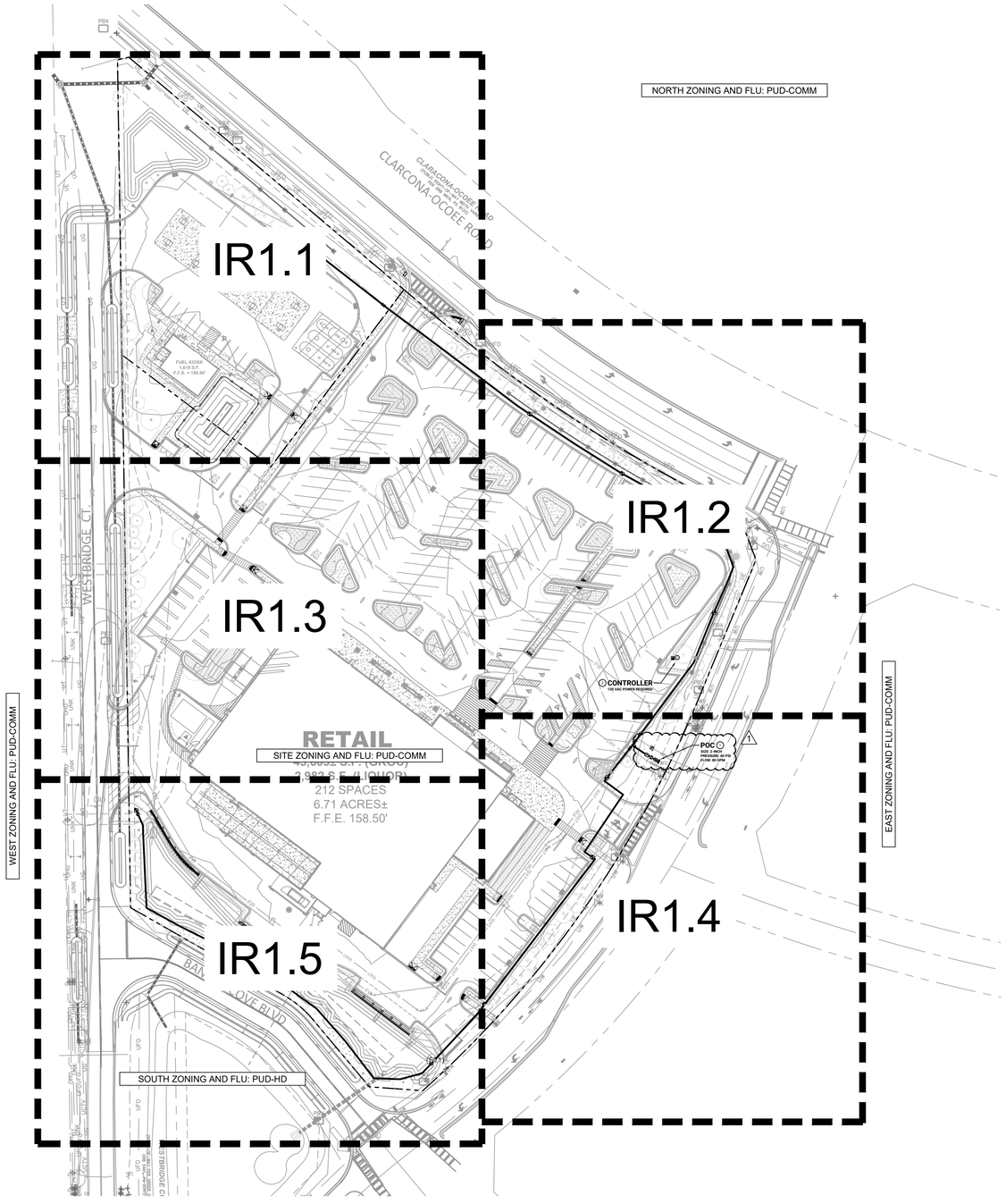
LANDSCAPE NOTES AND PLANT LIST

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
L5.1

\\cph\pz\jobs\W131430\landscape\DWG\preliminarydesign\Plans\W131430 – LSP.dwg, 12/23/2025 11:40:54 AM, Michelle Aguiar,



IRRIGATION LEGEND

- POINT-OF-CONNECTION: REUSE WATER TAP PER LOCAL AND STATE 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: **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**
- F — PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0029 PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE. MOUNT IN 19" STANDARD VALVE BOX.
- 2" BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT0038 WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.

A1 / 14 / 1" / Turf
- INDICATES CONTROLLER AND STATION NUMBER
- INDICATES LATERAL DISCHARGE (GPM)
- INDICATES VALVE SIZE (INCHES)
- INDICATES LANDSCAPE APPLICATION

- C — IRRIGATION CONTROLLER UNIT WITH WEATHER BASED INTERNET CONNECTED COMMUNICATION HYDROPOINT MODEL #HYDROPOINT0016 - 18 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.

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GALEN J. PUGH LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522 REGISTERED
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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No.	Date	Revision
1	12/23/25	PER CITY COMMENTS/INTERNAL REVIEW

Designed: HINES
Drawn: HINES
Checked: HINES
Job No.: W131430
Date: 12/12/2025 © 2025

OVERALL IRRIGATION PLAN

NEW GROCERY AND FUEL STATION

CITY OF OCOEE, FLORIDA

Hines Inc
SITE WATER ENGINEERING SERVICES
323 W. DRAKE RD, SUITE 204
FORT COLLINS, COLORADO 80526
Telephone: 970.282.1800
Web: www.hinesinc.com

MICAHEL L. PREVOST
IA CID # 383

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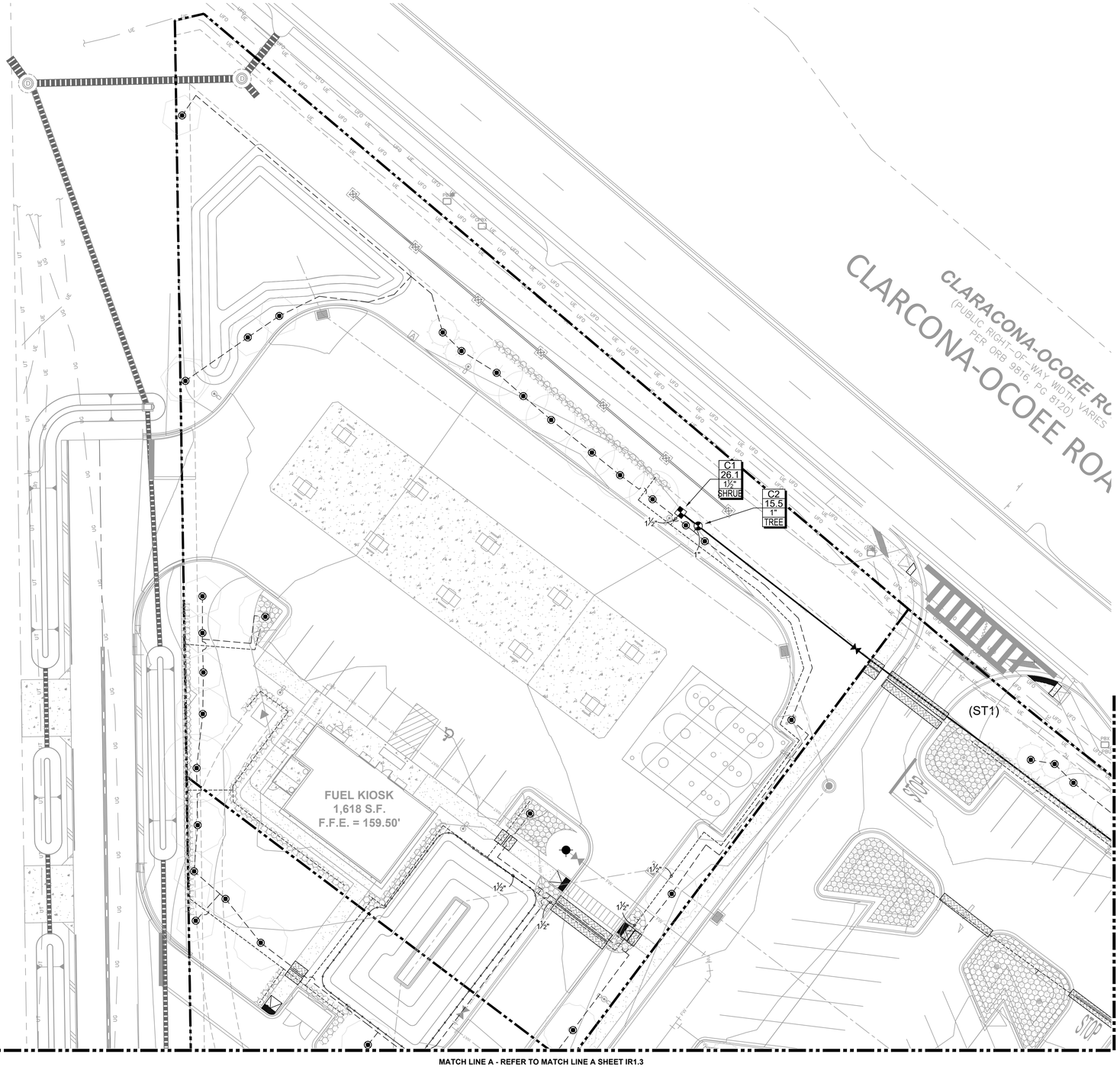
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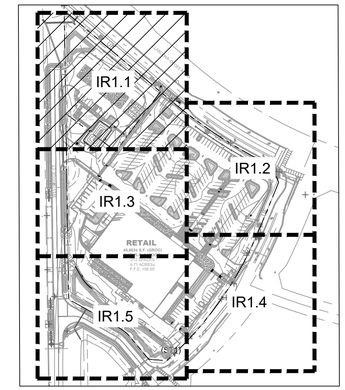
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Sheet No. 1
IR1.0

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KEY MAP
1" = 200'

IRRIGATION LEGEND

- POINT-OF-CONNECTION: REUSE WATER TAP PER LOCAL AND STATE 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:
  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**
- [F] PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0029
  PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE. MOUNT IN 19" STANDARD VALVE BOX.
- 2" BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT0038
  WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.

A1 — INDICATES CONTROLLER AND STATION NUMBER
14 — INDICATES LATERAL DISCHARGE (GPM)
1" — INDICATES VALVE SIZE (INCHES)
Turf — INDICATES LANDSCAPE APPLICATION

- [C] IRRIGATION CONTROLLER UNIT WITH WEATHER BASED INTERNET CONNECTED COMMUNICATION
  HYDROPOINT MODEL #HYDROPOINT0016 - 18 STATION PEDESTAL MOUNT + HYDROPOINT RAIN SWITCH #HYDROPOINT0042
  CONTROLLER TO BE OWNER PROVIDER, CONTRACTOR INSTALL.
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UPDATED TREE LOCATIONS, REVISED DUMPSTER LOCATION AND POND AREAS (1)

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GALEN J. PUGH — LANDSCAPE ARCHITECT — LA0001522 — STATE OF FLORIDA — REGISTERED
Galen J. Pugh, RLA
LA0001522
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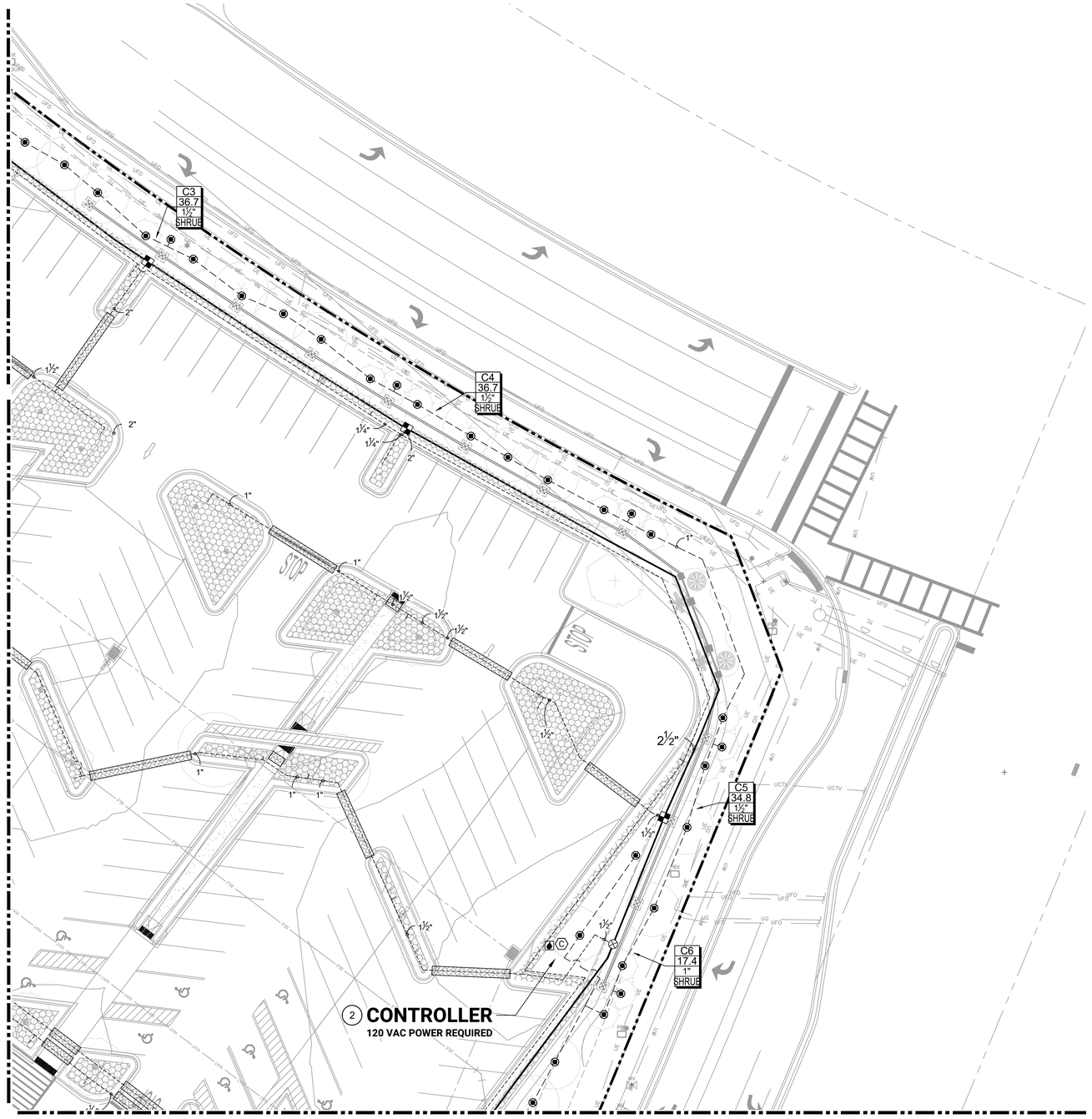
IRRIGATION PLAN

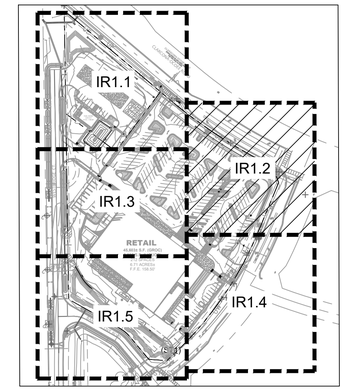
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No. (2)
IR1.1

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KEY MAP

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GALEN J. PUGH LANDSCAPE ARCHITECT REGISTERED STATE OF FLORIDA LA0001522

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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IRRIGATION PLAN

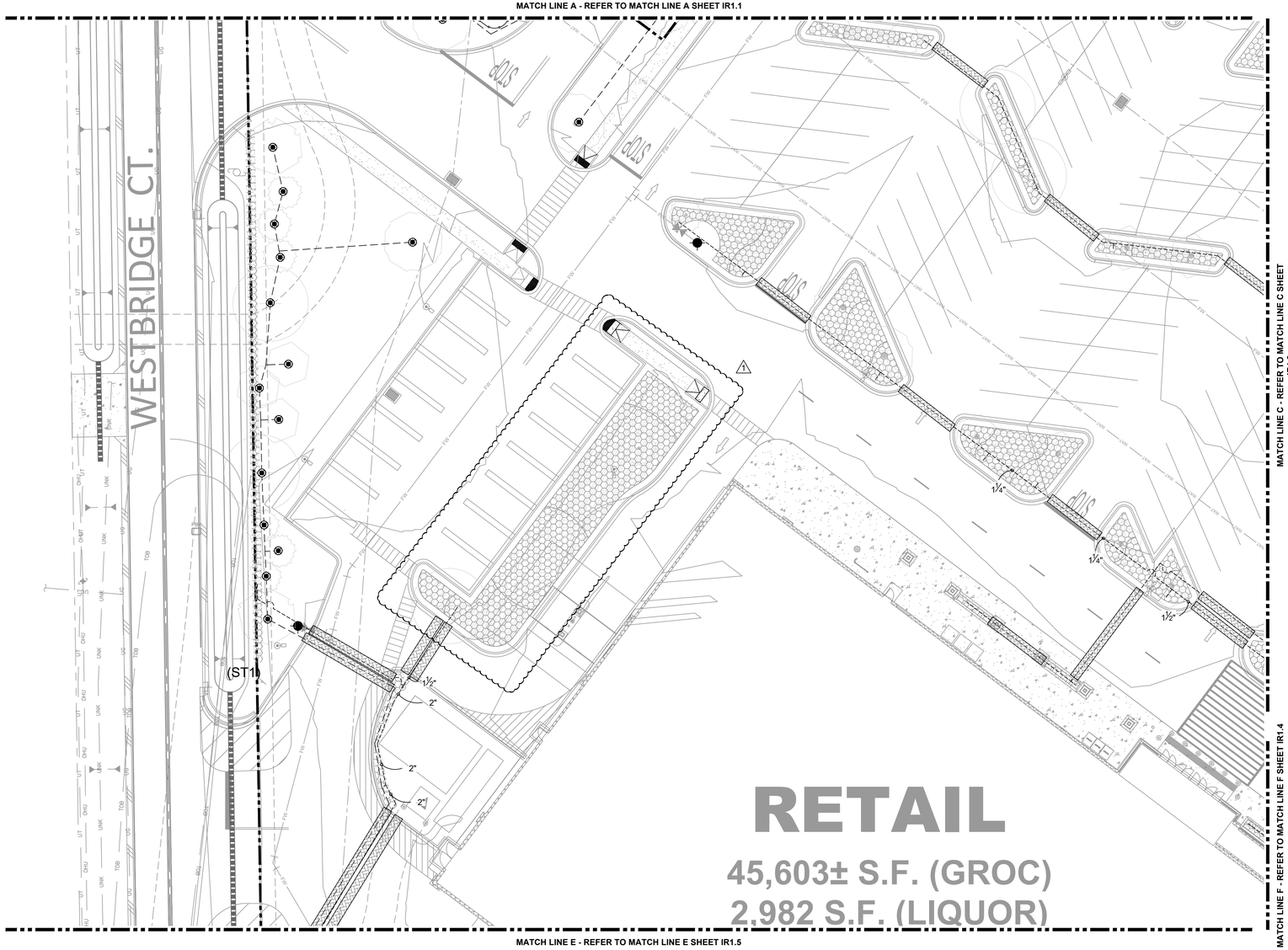
NEW GROCERY AND FUEL STATION

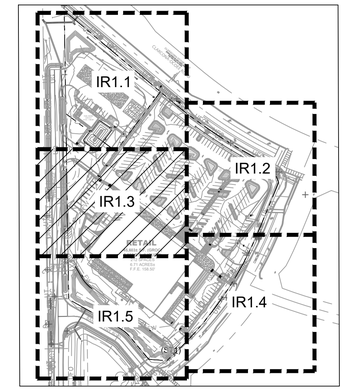
CITY OF OCOEE, FLORIDA

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LANDSCAPE ARCHITECT — GALEN J. PUGH — REGISTERED — LA0001522 — STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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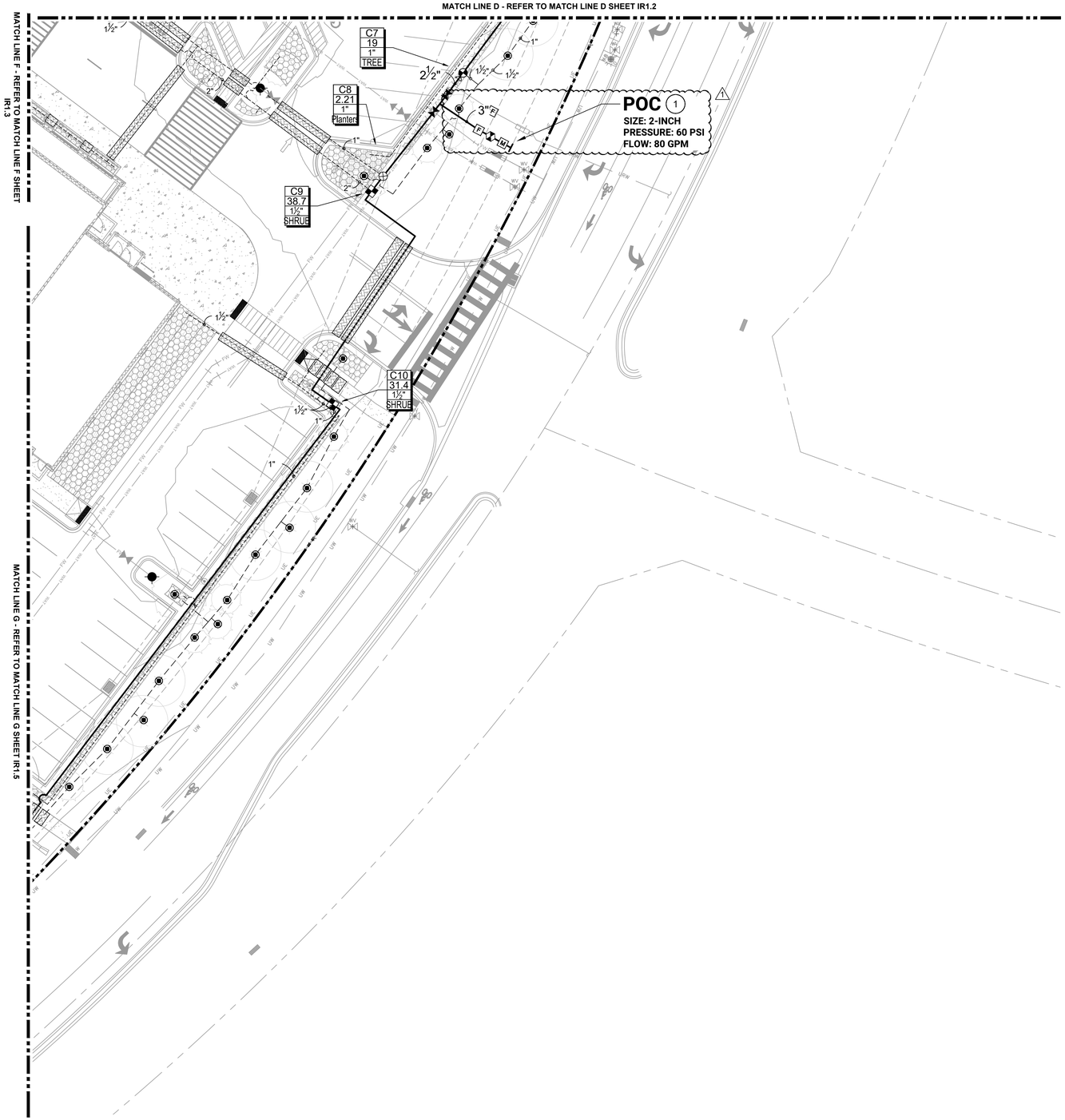
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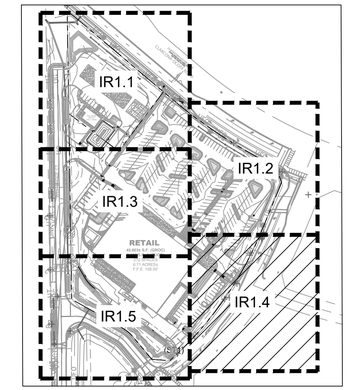
IRRIGATION PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No. IR1.3





KEY MAP
1" = 200'

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GALEN J. PUGH LICENSED LANDSCAPE ARCHITECT LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
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IRRIGATION PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No. 1
IR1.4

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MATCH LINE E - REFER TO MATCH LINE E SHEET IR1.3

212 SPACES
6.71 ACRES±
F.F.E. 158.50'

C14
41.4
1½"
Shrub

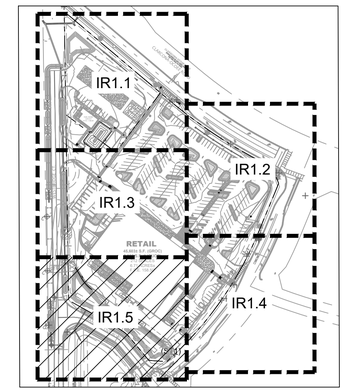
C13
16
1"
Tree

C11
17.7
1"
SHRUB

C12
10
1"
TREE

BANYAN COVE BLVD

MATCH LINE G - REFER TO MATCH LINE G SHEET IR1.4



KEY MAP
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1 ADDED RETAINING WALL & GUIDE RAIL. ADJ. DRIP LAYOUT

Hines Inc
SITE WATER ENGINEERING SERVICES
323 W. DRAKE RD, SUITE 204
FORT COLLINS, COLORADO 80526
Telephone: 970.282.1800
Web: www.hinesinc.com

N

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Graphic Scale in Feet

MICAHEL L. PREVOST
IA CID # 383

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Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

GALEN J. PUGH LANDSCAPE ARCHITECT LA0001522 STATE OF FLORIDA REGISTERED
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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

No.	Date	Revision
2	10/29/25	PER CITY COMMENTS/CPH REVIEW

Designed: HINES
Drawn: HINES
Checked: HINES
Job No.: W131430
Date: 12/12/2025 © 2025

IRRIGATION PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No. 2
IR1.5

\\cph\pz\jobs\W131430\landscape\DWG\preliminarydesign\Plans\W131430 – IRR.dwg, 12/23/2025 11:41:16 AM, Michelle Aguiar,

INSTALLATION GENERAL NOTES

1. THE SYSTEM DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR THE IRRIGATION SYSTEM OF 60 PSI, AT A DESIGN FLOW OF 80 GPM AT THE 2-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 ARC OF COVERAGE OF EACH ROTARY SPRINKLER TO PROVIDE THE BEST PERFORMANCE.
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.

WALMART - IRRIGATION NOTES: ⚠

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COPY OF THE PROJECT SPECIFICATIONS PRIOR TO BIDDING. THE PROJECT SPECIFICATIONS ARE A PART OF THESE PLANS AND SHALL BE CONSULTED BY THE IRRIGATION CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING WORK AS SPECIFIED IN THE PROJECT SPECIFICATIONS AND ON THE PLANS.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, EQUIPMENT QUANTITIES, AND UTILITY LOCATIONS PRIOR TO BEGINNING WORK.
3. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS PRIOR TO BEGINNING OR CONTINUING WORK.
4. THE CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS TO THIS PLAN WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT.
5. ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS.
6. THIS PLAN IS SCHEMATIC AND DUE TO THE NATURE OF CONSTRUCTION SLIGHT FIELD MODIFICATIONS MAY BE NECESSARY TO IMPLEMENT PLAN.
7. THIS IRRIGATION WALMART SYSTEM IS DESIGNED TO THE FOLLOWING STATS: 80 G.P.M. DYNAMIC WATER PRESSURE IS REQUIRED: 60 P.S.I.
8. CONTRACTOR TO VERIFY ACTUAL AVAILABLE WATER PRESSURE BEFORE BEGINNING INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AVAILABLE WATER PRESSURE EXCEEDS 5 PSI HIGHER OR LOWER THAN AVAILABLE WATER PRESSURE.
9. IRRIGATION SYSTEMS CONNECTED TO POTABLE WATER SUPPLY, SHALL HAVE A BACKFLOW PREVENTER INSTALLED.
10. WHERE APPLICABLE IRRIGATION HEADS ARE TO BE ADJUSTED FOR COMPLETE COVERAGE WITH MINIMUM OVER SPRAY BEYOND LANDSCAPE AREAS.
11. EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE.
12. IRRIGATION LATERAL LINES, MAIN LINES AND EQUIPMENT MAY BE SHOWN OUTSIDE PROPERTY LINES ON THIS PLAN, ALL IRRIGATION LINES AND EQUIPMENT ARE TO BE WITHIN AND INSTALLED WITHIN THE LIMITS OF THE PROPERTY LINE.
13. ALL IRRIGATION SLEEVING TO BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. ELECTRICAL WIRES FOR IRRIGATION VALVES AND IRRIGATION LINES ARE TO BE PLACED IN SEPARATE SLEEVES. SEE SLEEVING DETAIL.
14. SUPPLY LINE AND METER TO BE PROVIDED BY GENERAL CONTRACTOR. BACKFLOW PREVENTER TO BE PROVIDED BY IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR'S POINT OF CONNECTION TO BEGIN AFTER THE IRRIGATION WATER METER.
15. IRRIGATION CONTRACTOR SHALL REVIEW WINTERIZATION PROCEDURES FOR IRRIGATION SYSTEM WITH OWNERS REPRESENTATIVE.
16. ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.
17. INSTALL ALL VALVE BOXES 5' MINIMUM FROM ANY CURB.

IRRIGATION SYSTEM DESIGN PARAMETERS ⚠

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.

TOTAL IRRIGATION DAYS PER WEEK	2 DAYS
WATER WINDOW PER DAY	3 HRS

CONSTRUCTION NOTES

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.

IRRIGATION SLEEVE LEGEND ⚠

* ALL SLEEVES SHALL BE CLASS 200 PVC AND SIZED TWICE THE NOMINAL SIZE OF THE PIPE PASSING THROUGH, ALL CONTROL WIRE SLEEVES SHALL BE 2-INCH

IRRIGATED AREA COMPLIANCE TABLE

DESCRIPTION	AREA (sqf)	% of TOTAL
High-Volume Irrigation Area (e.g., Spray or Turf Zones)	0	0%
Low-Volume Irrigation Area (Drip + Tree Rings)	18,043.97	100%
Total Irrigated Area	18,043.97	100%

RECLAIMED WATER DEMAND

THE TOTAL ESTIMATED RECLAIMED IRRIGATION DEMAND FOR THE SITE IS 18,456 GALLONS PER WEEK, BASED ON ZONE FLOW RATES (GPM) AND WEEKLY RUNTIMES AS SHOWN IN THE VALVE SCHEDULE AND WATERING SCHEDULE.

IRRIGATION LEGEND

- POINT-OF-CONNECTION: REUSE WATER TAP PER LOCAL AND STATE 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: **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**
- F — PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0029 PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE. MOUNT IN 19" STANDARD VALVE BOX.
- 2" BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT0038 WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.

A1 — INDICATES CONTROLLER AND STATION NUMBER
14 — INDICATES LATERAL DISCHARGE (GPM)
1" — INDICATES VALVE SIZE (INCHES)
Turf — INDICATES LANDSCAPE APPLICATION

- C — IRRIGATION CONTROLLER UNIT WITH WEATHER BASED INTERNET CONNECTED COMMUNICATION HYDROPOINT MODEL #HYDROPOINT0016 - 18 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.

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GALEN J. PUGH REGISTERED LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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No.	Date	Revision
⚠	12/23/25	PER CITY COMMENTS/INTERNAL REVIEW

Designed: HINES
Drawn: HINES
Checked: HINES
Job No.: W131430
Date: 12/12/2025 © 2025

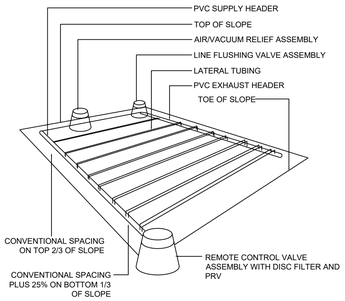
IRRIGATION LEGEND & NOTES

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
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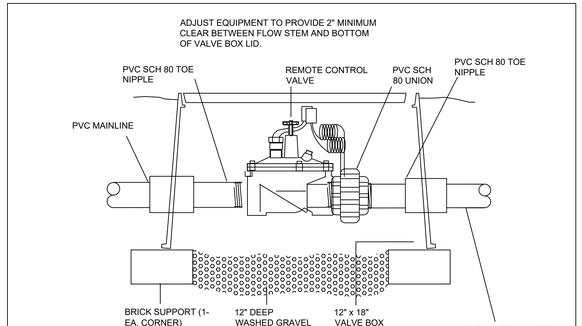
\\cph\pz\jobs\W131430\landscape\DWG\preliminarydesign\Plans\W131430 – IRR.dwg, 12/23/2025 11:41:18 AM, Michelle Aguilar,



NOTE:
1. ALIGN LATERALS PARALLEL TO THE CONTOURS OF THE SLOPE
2. INSTALL ALL VALVE BOXES 5' MIN FROM ANY CURB.

IN-LINE DRIP TUBING - INSTALLATION ON SLOPE

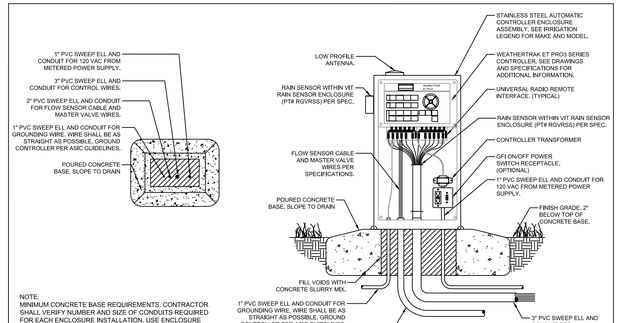
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NOTE: INSTALL ALL VALVE BOXES 5' MIN FROM ANY CURB.

REMOTE CONTROL VALVE (W/ 1-1/2" PRV)

N.T.S.



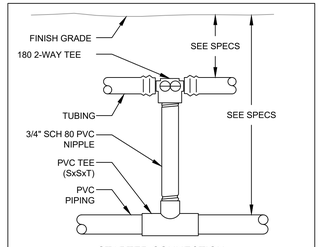
NOTE:
MINIMUM CONCRETE BASE REQUIREMENTS. CONTRACTOR SHALL VERIFY NUMBER AND SIZE OF CONDUITS REQUIRED FOR EACH ENCLOSURE INSTALLATION. USE ENCLOSURE MANUFACTURER'S TEMPLATE FOR PROPER LAG BOLT PLACEMENT. PROVIDE A MINIMUM 2" OF CONCRETE FROM LAG BOLT TO OPENING IN CONCRETE BASE FOR CONDUITS.

CONTROLLER TO BE OWNER PROVIDER, CONTRACTOR INSTALL.

09/21/16

WEATHERTRAK ET PRO3 16" FRONT ENTRY ENCLOSURE

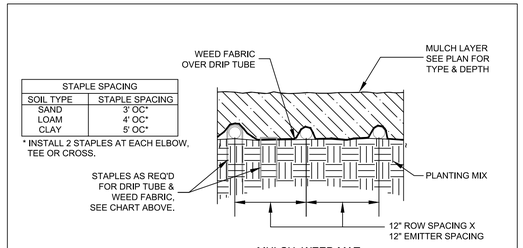
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STARTER CONNECTION (W/ PVC RISER)

N.T.S.

09/21/16



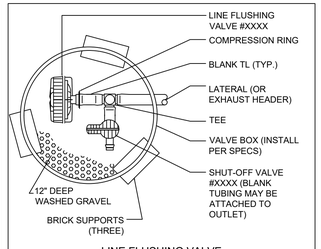
STAPLE SPACING	
SOIL TYPE	STAPLE SPACING
SAND	3' OC*
LOAM	4' OC*
CLAY	5' OC*

* INSTALL 2 STAPLES AT EACH ELBOW, TEE OR CROSS.

MULCH, WEED MAT AND DRIP LINE INSTALLATION

N.T.S.

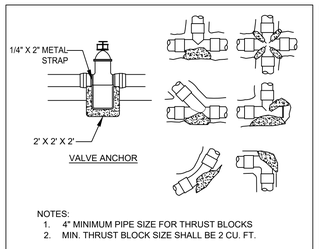
09/21/16



LINE FLUSHING VALVE (W/ SHUT-OFF VALVE)

N.T.S.

NOTE: INSTALL ALL VALVE BOXES 5' MIN FROM ANY CURB.

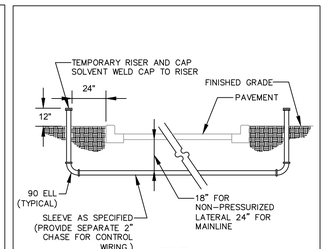


NOTES:
1. 4" MINIMUM PIPE SIZE FOR THRUST BLOCKS
2. MIN. THRUST BLOCK SIZE SHALL BE 2 CU. FT.

THRUST BLOCK DETAIL

N.T.S.

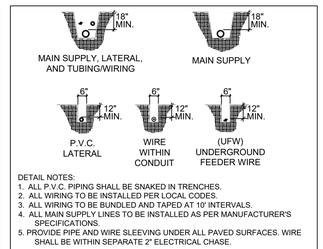
09/21/16



SLEEVE INSTALLATION DETAIL

N.T.S.

09/21/16

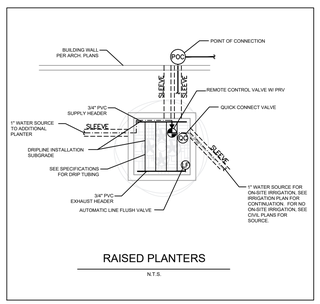


DETAIL NOTES:
1. ALL P.V.C. PIPING SHALL BE SNAKED IN TRENCHES.
2. ALL WIRING TO BE INSTALLED PER LOCAL CODES.
3. ALL WIRING TO BE BUNDLED AND TAPED AT 10' INTERVALS.
4. ALL MAIN SUPPLY LINES TO BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS.
5. PROVIDE PIPE AND WIRE SLEEVING UNDER ALL PAVED SURFACES. WIRE SHALL BE WITHIN SEPARATE 2" ELECTRICAL CHASE.

TRENCHING DETAIL

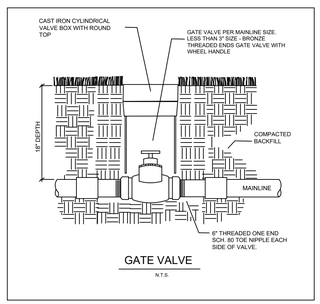
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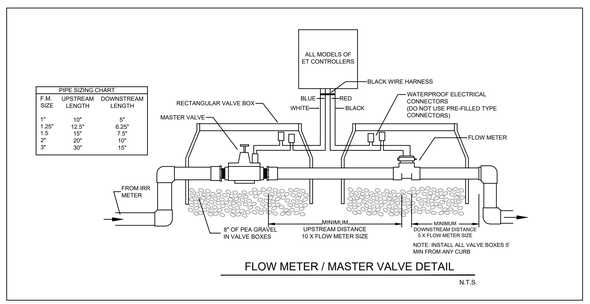
RAISED PLANTERS

N.T.S.



GATE VALVE

N.T.S.

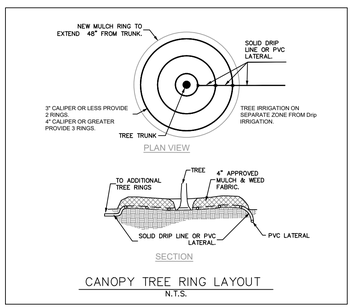


PIPE SIZING CHART		
F.M. SIZE	UPSTREAM LENGTH	DOWNSTREAM LENGTH
1"	10"	5"
1.25"	12.5"	6.25"
1.5	15"	7.5"
2"	20"	10"
3"	30"	15"

NOTE: INSTALL ALL VALVE BOXES 5' MIN FROM ANY CURB

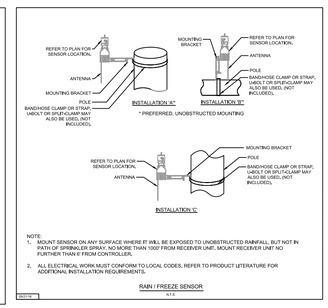
FLOW METER / MASTER VALVE DETAIL

N.T.S.



CANOPY TREE RING LAYOUT

N.T.S.



NOTE:
1. MOUNT SENSOR ON ANY SURFACE WHERE IT WILL BE EXPOSED TO UNOBSTRUCTED RAINFALL, BUT NOT IN PATH OF SPRINKLER SPRAY, NO MORE THAN 1000' FROM RECEIVER UNIT. MOUNT RECEIVER UNIT NO FURTHER THAN 6' FROM CONTROLLER.
2. ALL ELECTRICAL WORK MUST CONFORM TO LOCAL CODES. REFER TO PRODUCT LITERATURE FOR ADDITIONAL INSTALLATION REQUIREMENTS.

09/21/16

RAIN / FREEZE SENSOR

N.T.S.

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www.sunshine811.com

MICAHEL L. PREVOST
IA CID # 383

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Hines Inc
SITE WATER ENGINEERING SERVICES
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Ph: 407.425.0452

Plans Prepared By:
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GALEN J. PUGH LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522 REGISTERED

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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No.	Date	Revision

Designed: HINES
Drawn: HINES
Checked: HINES
Job No.: W131430
Date: 12/12/2025 © 2025

IRRIGATION DETAILS

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
IR5.1

\\cph\pz\jobs\W131430\landscape\DWG\preliminarydesign\Plans\W131430 - IRR.dwg, 12/23/2025 11:41:21 AM, Michelle Aguilar,

MATERIALS SCHEDULE ⚠2

1	M	IRRIGATION WATER METER. SIZE INDICATED ON PLAN. PROVIDED BY THE SITE UTILITY CONTRACTOR, PER LOCAL CODES.
1		BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT0038 WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.
1	F	PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0029 PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE. MOUNT IN 19" STANDARD VALVE BOX.
3		IRRIGATION ISOLATION VALVE. SIZE SAME SIZE AS PIPE. MOUNT IN 19" RECTANGULAR VALVE BOX WITH 8" NDS DRAIN PIPE EXTENSION AS NEEDED. 2.5" AND SMALLER - BRONZE THREAD ON TYPE WITH WHEEL HANDLE.
1	C	WEATHER BASED INTERNET CONNECTED PEDESTAL MOUNT CONTROLLER WITH RAIN SWITCH AND GROUNDING. HYDROPOINT MODEL #HYDROPOINT0016 HYDROPOINT RAIN SWITCH #HYDROPOINT0042
4	1"	IRRIGATION CONTROL VALVE. PLASTIC BODY WITH PRESSURE REGULATOR + FLOW CONTROL + VALVE ID TAG. RAINBIRD PESB-PRS VALVE SERIES, OR EQUAL.
3	1"	DRIP IRRIGATION VALVE, FILTER AND REGULATOR ASSEMBLY. 5-20 GPM (1") - RAIN BIRD CONTROL ZONE KIT (XCZ-PRB-100-COM) 15-62 GPM (1.5") - RAIN BIRD CONTROL ZONE KIT (XCZ-150-LCDR)
7	1.5"	
1,656 lf	-------	PVC MAIN LINE PIPE. CLASS 200, PVC. INSTALL 18" DEEP. 2.5" AND SMALLER, SOLVENT WELD PVC PIPE AND FITTINGS.
7,567 lf	———	PVC LATERAL LINE PIPE. INSTALL 12" DEEP. 3/4" AND LARGER, CLASS 200, PVC. 1/2" PIPE SIZE, CLASS 315, PVC. 2.5" AND SMALLER, SOLVENT WELD PVC PIPE AND FITTINGS.
2,156 lf		PVC SLEEVE PIPE. CLASS 200, PVC. SOLVENT WELD PVC PIPE AND FITTINGS.
15,208 sqf		DRIP EMITTER TUBING - .9 GPHX 12" EMITTER SPACING, AND 18" ROW SPACING. PVC PIPE SUPPLY AND EXHAUST HEADERS WITH AIR RELEASE VALVES, AND AUTO FLUSH VALVES IN VALVE BOXES PER HIGH, LOW, AND END POINTS OF THE TUBING. PROVIDE A 12" POP-UP SPRAY HEAD WITH THE NOZZLE SHUT OFF AS A SYSTEM OPERATION INDICATOR. USE PVC PIPE TO, AND BETWEEN, EACH PLANTING AREA. NETAFIM UNI-TECHLINE-CNL - 1 GPH - 12" OC, OR EQUAL.
120		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.

VALVE_SCHEDULE ⚠1

NUMBER	SIZE	TYPE	GPM
C1	1-1/2"	Area for Dripline	26.1
C2	1"	Tree	15.5
C3	1-1/2"	Area for Dripline	36.71
C4	1-1/2"	Area for Dripline	36.66
C5	1-1/2"	Area for Dripline	34.82
C6	1"	Area for Dripline	17.43
C7	1"	Tree	19
C8	1"	Area for Dripline	2.21
C9	1-1/2"	Area for Dripline	38.69
C10	1-1/2"	Area for Dripline	31.44
C11	1"	Area for Dripline	17.75
C12	1"	Tree	10
C13	1"	Tree	16
C14	1-1/2"	Area for Dripline	41.42

TURF IRRIGATION ZONES ARE HIGH WATER USE ZONES.
Drip IRRIGATION ZONES ARE LOW WATER USE ZONES.
TREE IRRIGATION ZONES ARE MEDIUM WATER USE ZONES.

WATERING_SCHEDULE ⚠2

NUMBER	TYPE	PRECIP	MIN./WEEK	GAL./WEEK
C1	Area for Dripline	1.44 in/h	50	1,305
C2	Tree	1.7 in/h	71	1,101
C3	Area for Dripline	1.44 in/h	50	1,835
C4	Area for Dripline	1.44 in/h	50	1,833
C5	Area for Dripline	1.44 in/h	50	1,741
C6	Area for Dripline	1.45 in/h	50	872
C7	Tree	1.7 in/h	71	1,349
C8	Area for Dripline	1.47 in/h	50	110
C9	Area for Dripline	1.44 in/h	50	1,934
C10	Area for Dripline	1.44 in/h	50	1,572
C11	Area for Dripline	1.44 in/h	50	887
C12	Tree	1.7 in/h	71	710
C13	Tree	1.7 in/h	71	1,136
C14	Area for Dripline	1.44 in/h	50	2,071
	TOTALS:		784	18,456

ALL NOZZLES AND EMITTERS ARE PRESSURE REGULATED AT THE MANUFACTURER'S RECOMMENDATIONS

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MICAHEL L. PREVOST
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GALEN J. PUGH REGISTERED LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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No.	Date	Revision
1	10/29/25	PER CITY COMMENTS/CPH REVIEW
2	12/23/25	PER CITY COMMENTS/INTERNAL REVIEW

Designed: HINES
Drawn: HINES
Checked: HINES
Job No.: W131430
Date: 12/12/2025 © 2025

IRRIGATION SCHEDULES

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
IR5.2

\\cph\pz\jobs\W131430\landscape\DWG\preliminarydesign\Plans\W131430 – IRR.dwg, 12/23/2025 11:41:22 AM, Michelle Aguiar,

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.

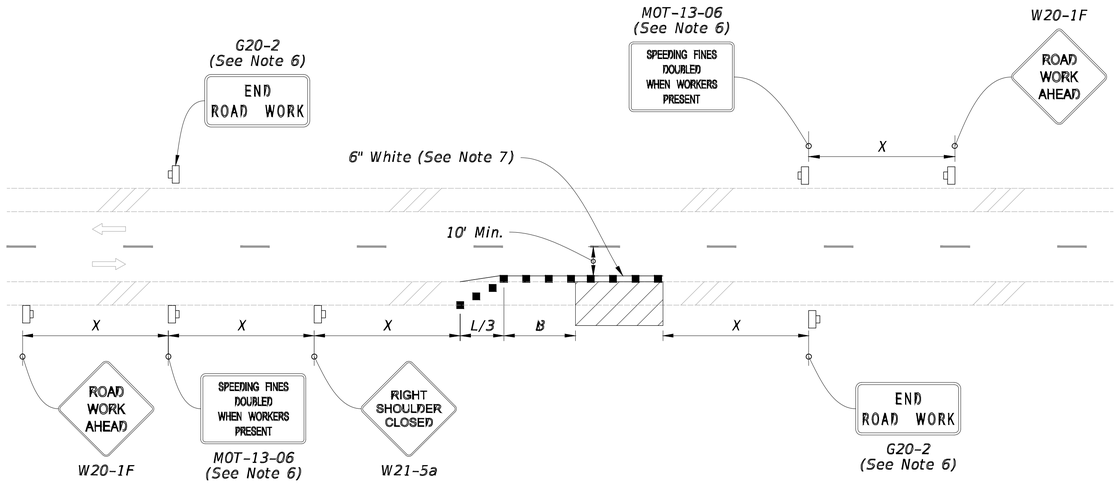
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.

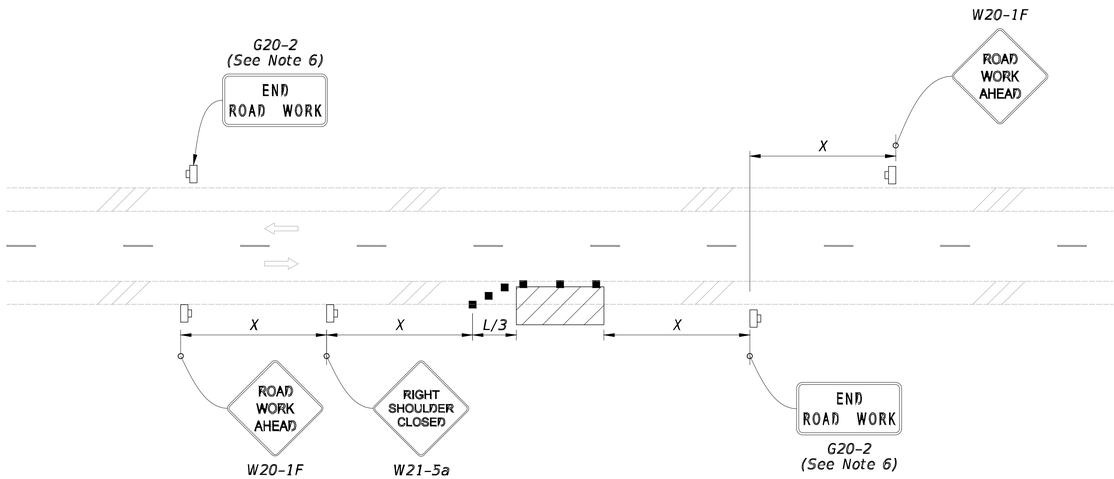
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

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

LAST REVISION	REVISION	DESCRIPTION:				
11/01/21			FDOT FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 2

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No.	Date	Revision

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Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

MAINTENANCE OF TRAFFIC

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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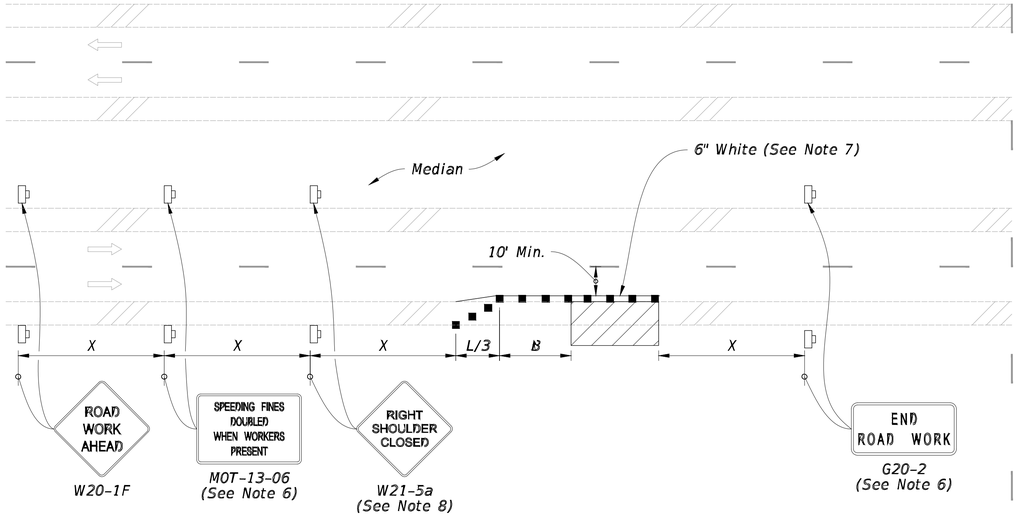
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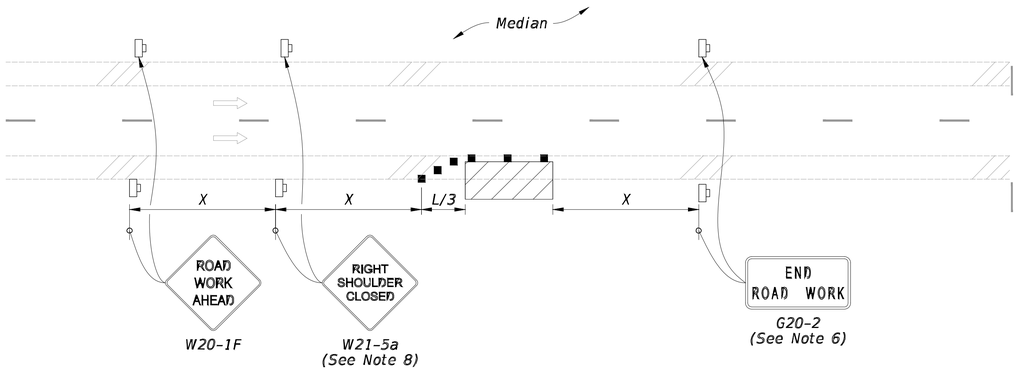
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NB 6:00AM. - 7:00PM. SB 6:00AM. - 7:00PM.

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	REVISION	DESCRIPTION:
11/01/20		

FY 2023-24 STANDARD PLANS

TWO-LANE AND MULTILANE, WORK ON SHOULDER

INDEX 102-602

SHEET 2 of 2

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Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2025

MAINTENANCE OF TRAFFIC

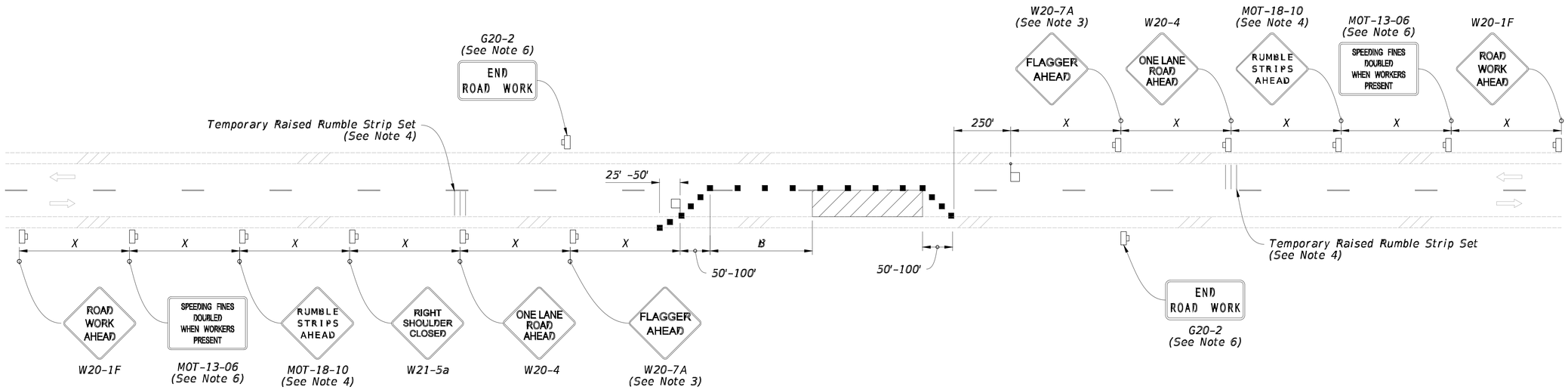
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.

2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.

3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).

4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.

5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.

7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.

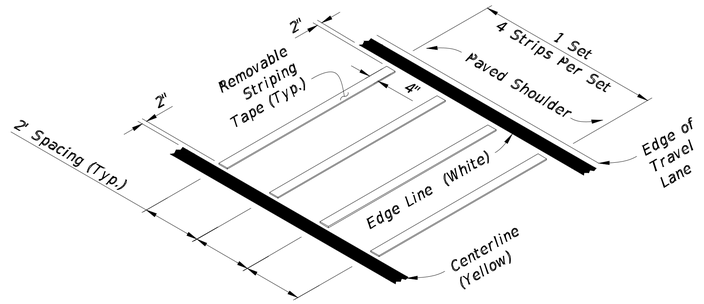
8. Railroad Crossings:

   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.

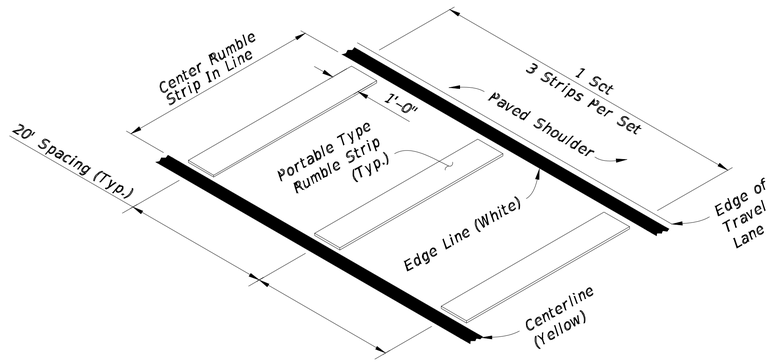
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



OPTION - 1
REMOVABLE STRIPING TYPE



OPTION - 2
PORTABLE TYPE

RUMBLE STRIP SETS

LAST REVISION	REVISION	DESCRIPTION:
11/01/21		

FY 2023-24 STANDARD PLANS

TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY

INDEX 102-603

SHEET 1 of 2

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MAINTENANCE OF TRAFFIC

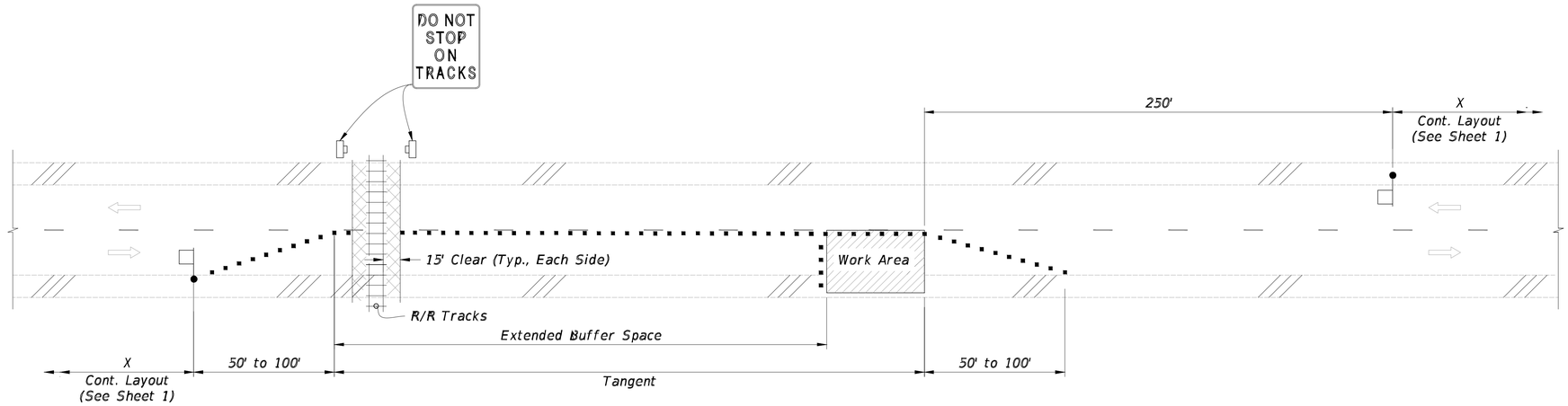
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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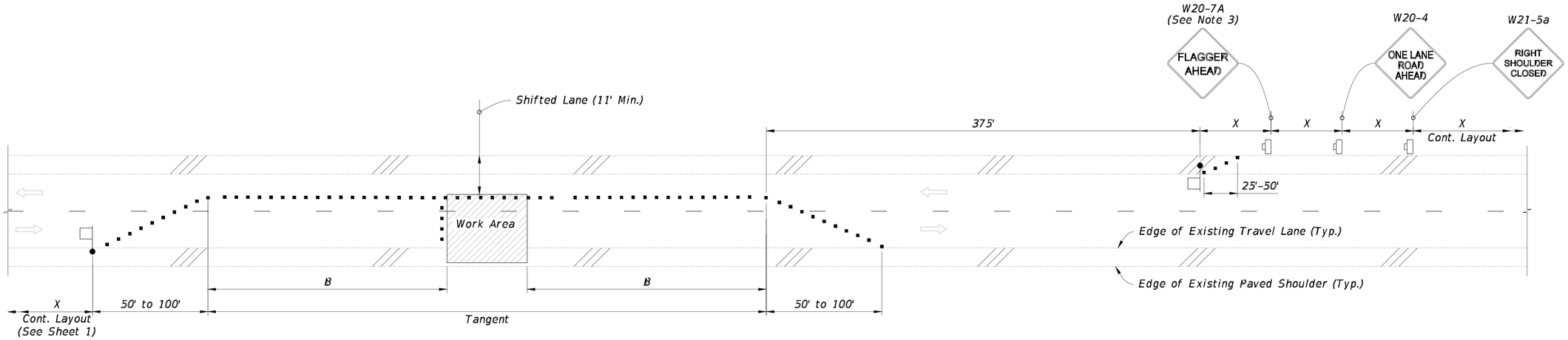
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TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



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:				
11/01/21			FY 2023-24 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 2 of 2

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Job No.: W131430
Date: 06/2025
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MAINTENANCE OF TRAFFIC

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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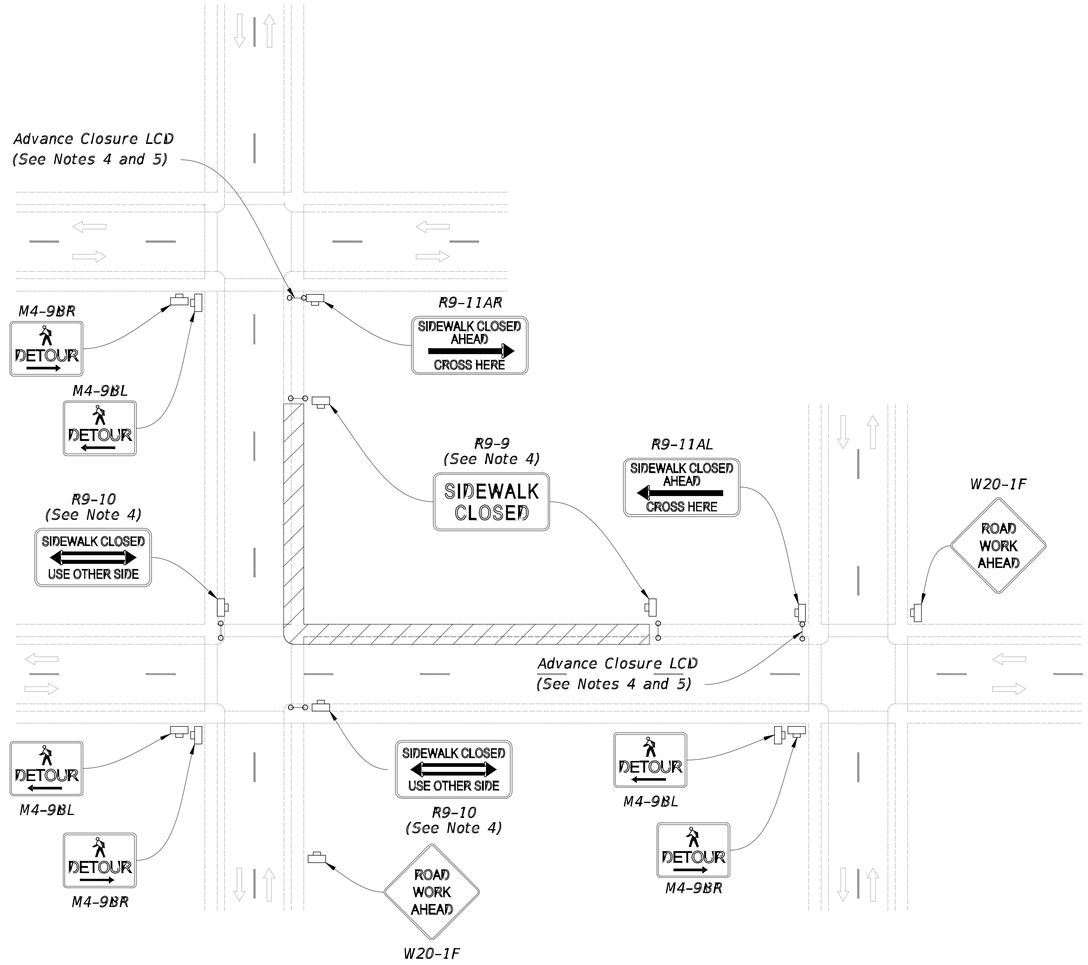
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NOTES:

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).

SYMBOLS:

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic



PEDESTRIAN DETOUR

LAST REVISION	REVISION	DESCRIPTION:
11/01/20		

FY 2023-24 STANDARD PLANS

SIDEWALK CLOSURE

INDEX 102-660

SHEET 1 of 2

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MAINTENANCE OF TRAFFIC

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No.
MOT.5

10/6/2022 1:28:35 PM

NOTES:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", channelizing device spacing values.

2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.

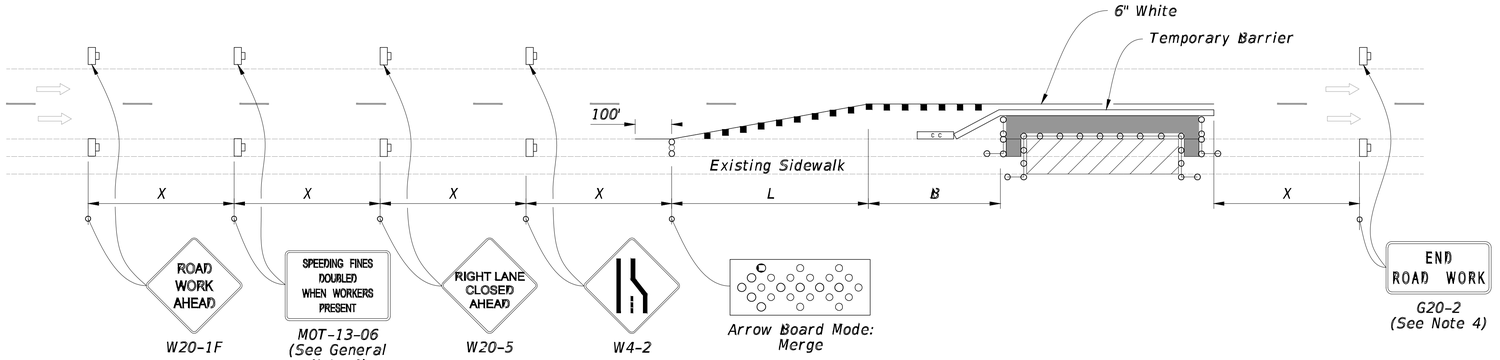
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.

4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.

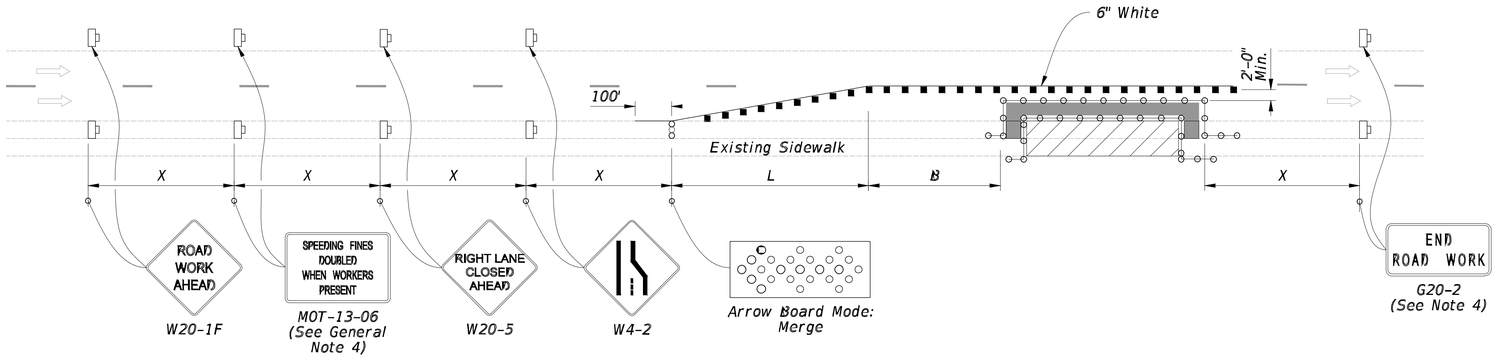
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

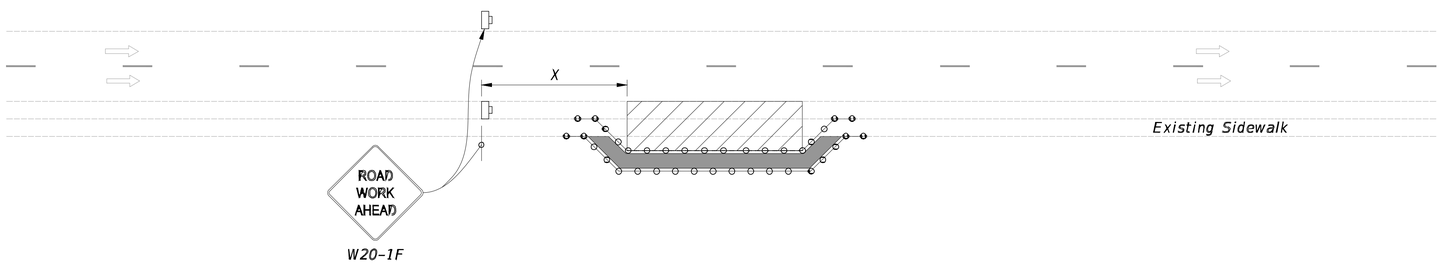
- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



PEDESTRIAN DIVERSION - OPTION 1
(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2
(Work Zone Speed 35 mph or Less)



PEDESTRIAN SPECIAL DETOUR

LAST REVISION	REVISION	DESCRIPTION:
11/01/21		

FDOT FY 2023-24 STANDARD PLANS

SIDEWALK CLOSURE

INDEX 102-660

SHEET 2 of 2

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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

MAINTENANCE OF TRAFFIC

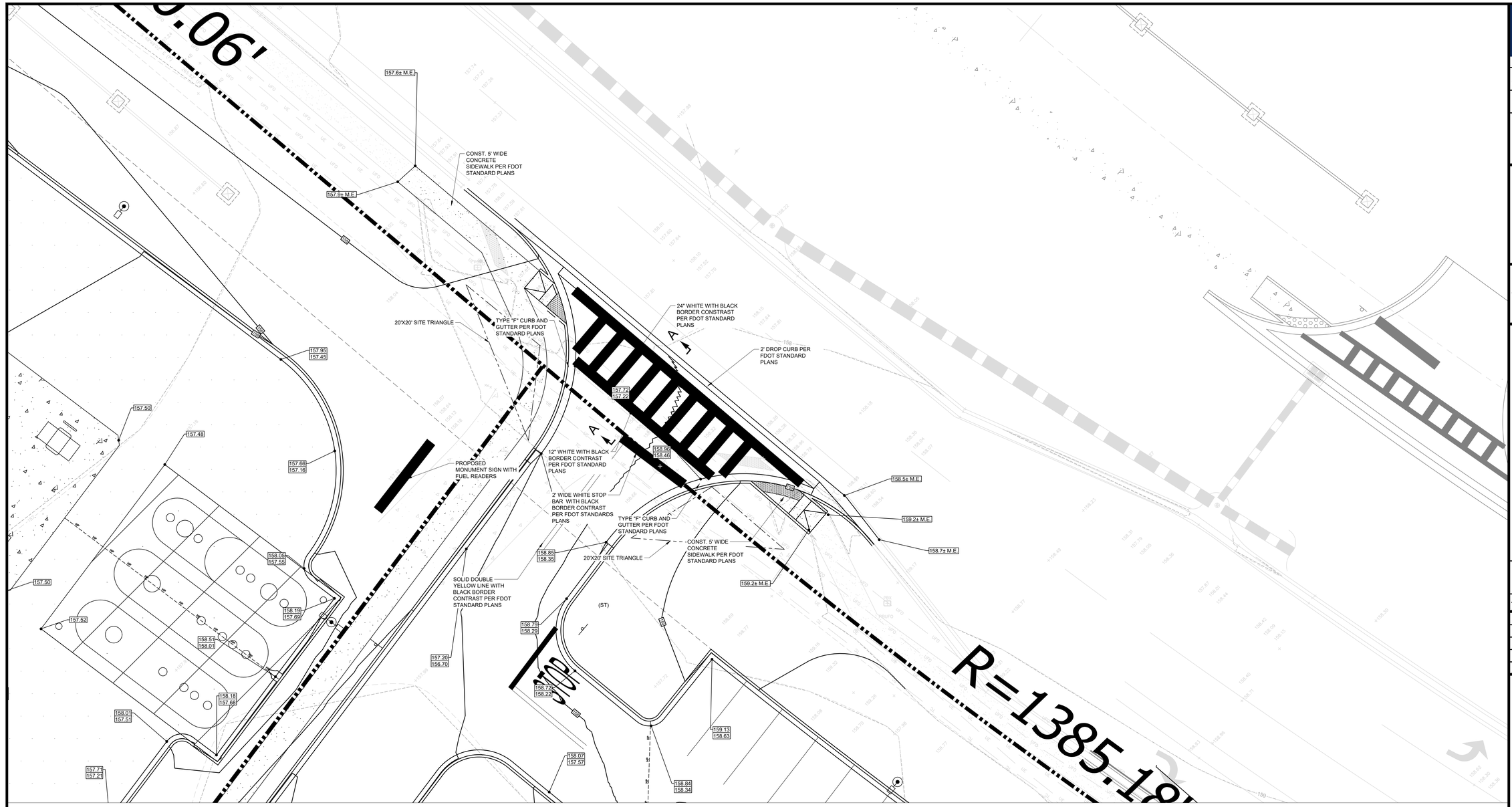
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No.
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2/21/2023 10:19:10 AM

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DRIVEWAY / SIDEWALK CONNECTION PLAN
SCALE: 1" = 10' (24" X 36")
1" = 20' (11" X 17")

LEGEND

- RIGHT OF WAY LINE
- ON-SITE ASPHALT PAVEMENT REF. GENERAL DETAILS
- HEAVY DUTY CONCRETE PAVEMENT AT FDOT DRIVEWAY CONNECTION REF. FDOT TYPICAL SECTIONS
- CONCRETE SIDEWALK PER FDOT (TYP)

NOTE:

CONTRACTOR TO PROVIDE TEMPORARY TRAFFIC CONTROL PER FDOT STANDARD PLANS.

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FL. PE. NO. 74611

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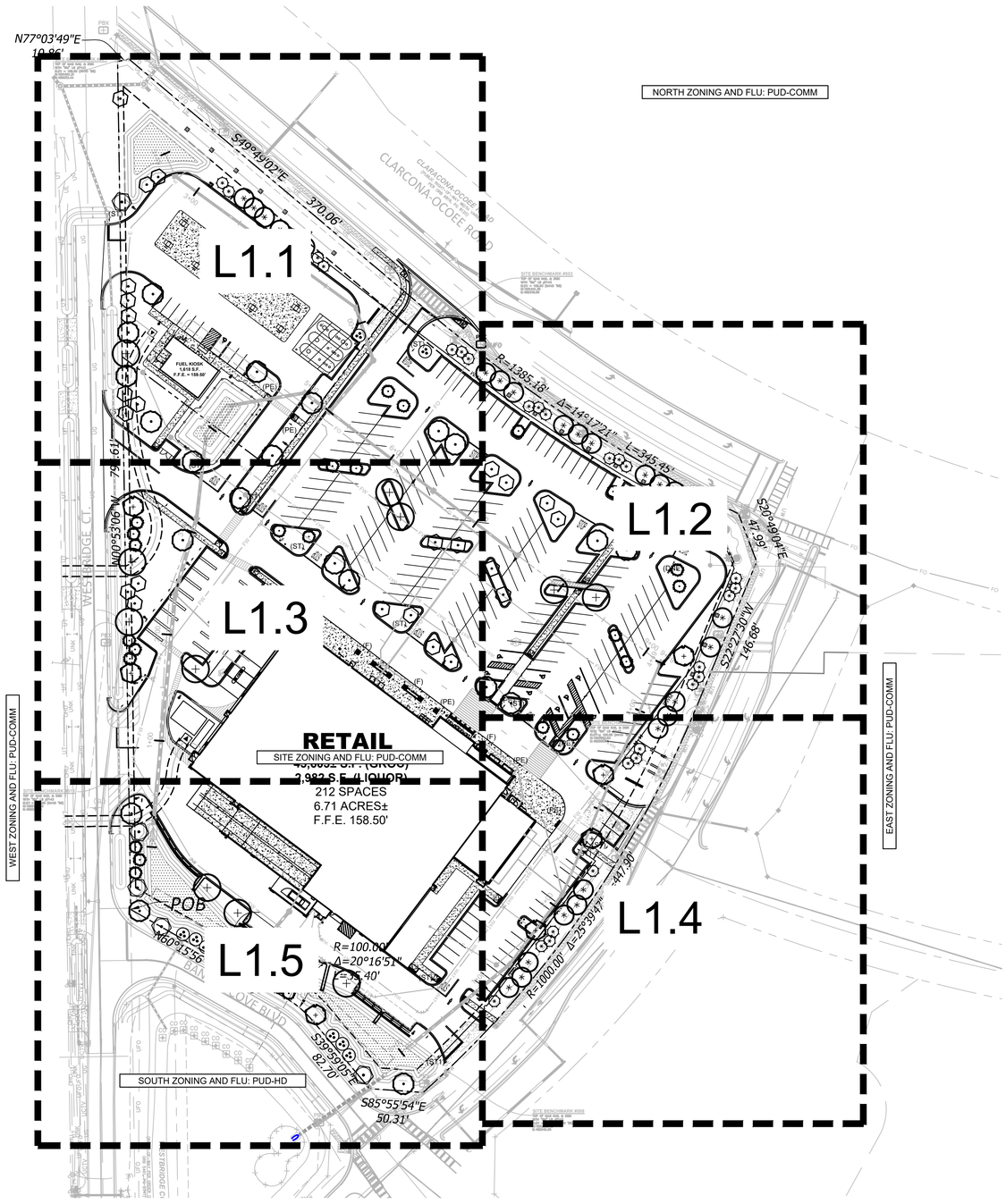
FDOT DRIVEWAY & SIDEWALK CONNECTION PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No.
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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

*REFER TO SHEET L5.0 FOR FULL PLANT LIST. REFER TO SHEETS L1.1 - L1.5 FOR SHRUB AND GROUNDCOVER LAYOUTS AND QUANTITIES.

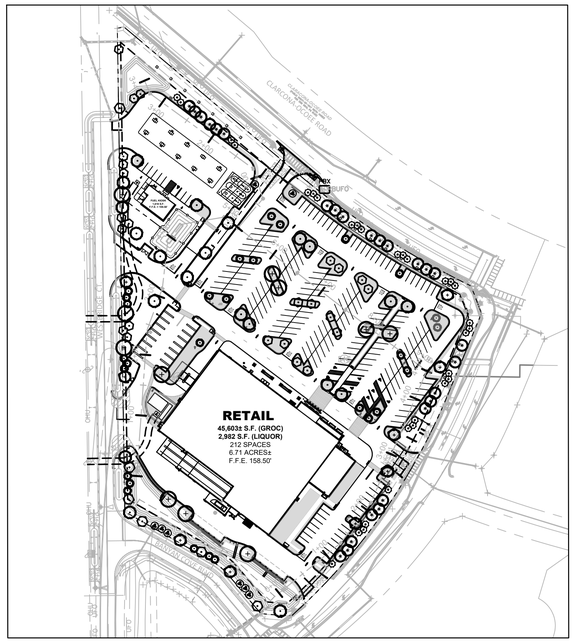
LANDSCAPE BUFFERS ALONG PUBLIC STREETS - SEC. 6-14(2)(b)
2 CANOPY TREES / 100LF
3 UNDERSTORY TREES / 100 LF
VEHICULAR USE AREA HEDGE SCREEN

NORTH - 15': 774.37 LF - 42 LF (INGRESS/EGRESS) = 732.37 LF
REQUIRED: 732.37 LF / 100 = 7.3
7.3 x 2 = 14.6 = 15 CANOPY TREES
7.3 x 3 = 21.9 = 22 UNDERSTORY TREES
PROPOSED: 15 CANOPY TREES
22 UNDERSTORY TREES
VEHICULAR USE AREA HEDGE SCREEN

EAST - 15': 640.69 LF - 111.31 (INGRESS/EGRESS) = 529.38 LF
REQUIRED: 529.38 LF / 100 = 5.3
5.3 x 2 = 10.6 = 11 CANOPY TREES
5.3 x 3 = 15.9 = 16 UNDERSTORY TREES
PROPOSED: 11 CANOPY TREES
16 UNDERSTORY TREES
VEHICULAR USE AREA HEDGE SCREEN

SOUTH - 15': 282.82 LF
REQUIRED: 282.82 LF / 100 = 2.8
2.8 x 2 = 5.6 = 6 CANOPY TREES
2.8 x 3 = 8.4 = 9 UNDERSTORY TREES
PROPOSED: 6 CANOPY TREES
9 UNDERSTORY TREES
VEHICULAR USE AREA HEDGE SCREEN

WEST - 15': 795.57 LF - 193.87 LF (INGRESS/EGRESS) = 601.7 LF
REQUIRED: 601.7 LF / 100 = 6
6 x 2 = 12 CANOPY TREES
6 x 3 = 18 UNDERSTORY TREES
PROPOSED: 12 CANOPY TREES
18 UNDERSTORY TREES
VEHICULAR USE AREA HEDGE SCREEN



VEHICULAR USE AREA MAP
N.T.S

LANDSCAPE DATA - SEC. 6-14(2)(d) 2 3

VEHICULAR USE AREA (VUA):		175,700.17 SF
REQUIRED:		17,570 SF (10%)
PROPOSED:		31,442 SF (18%)
PARKING LOT TREES		
REQUIRED:		1 TREE / 4 PARKING SPACES (50% MIN. TO BE CANOPY)
TREES)		228 PARKING SPACES / 4 = 57 TREES (29 CANOPY TREES)
PROPOSED:		57 TREES (29 CANOPY TREES)
SHRUBS / GROUND COVER		MIN. 50% OF THE VUA

1 2

ALERT TO CONTRACTOR:

ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

PERMANENT GRASS CHART 3

SYMBOL	ACREAGE	VARIETY	SEEDING RATE
SOD			
BAHIA	1.48 +/-	ARGENTINE BAHIA	N/A
SEED			
	.14 +/-	BAHIA SEED	3 LBS / 1000 SF

CONTRACTOR TO VERIFY QTY

LANDSCAPE REQUIREMENTS 3

TYPE	LOCATION	AHJ REQUIRED	PROVIDED
TREES	ISLANDS	57	57
	PERIMETER	109	109
	MITIGATED	N/A	N/A
SHRUBS	ISLANDS	50%^	100%^
	PERIMETER	HEDGE	HEDGE
GROUNDCOVER	ALL	50%^	100%^

^INCLUDES ALL ISLAND SHRUBS & GROUNDCOVER. (ALL ISLANDS SHALL BE SODDED OR PROVIDED WITH NATURAL GROUND COVER.)

NOTES TO CONTRACTOR:

1. 24" WIDE MULCH STRIP IS REQUIRED BEHIND ALL CONCRETE CURBS/BUFFERS. WHERE TURF GRASS WILL BE ESTABLISHED ADJACENT TO CONCRETE CURBS / BUFFERS, EITHER A 16" OR 24" (DEPENDENT ON AVAILABILITY) WIDE SOD STRIP IS REQUIRED.
2. CONTRACTOR IS CAUTIONED THAT STORMWATER CONVEYANCES AND POND BANKS AND BOTTOM CAN BE DAMAGED IF MACHINE MOWED WHILE THESE SOILS ARE WET. ANY ASSOCIATED DAMAGES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AT NO EXPENSE TO OWNER.

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60 0 60 120
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GALEN J. PUGH LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522 REGISTERED

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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No.	Date	Revision
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
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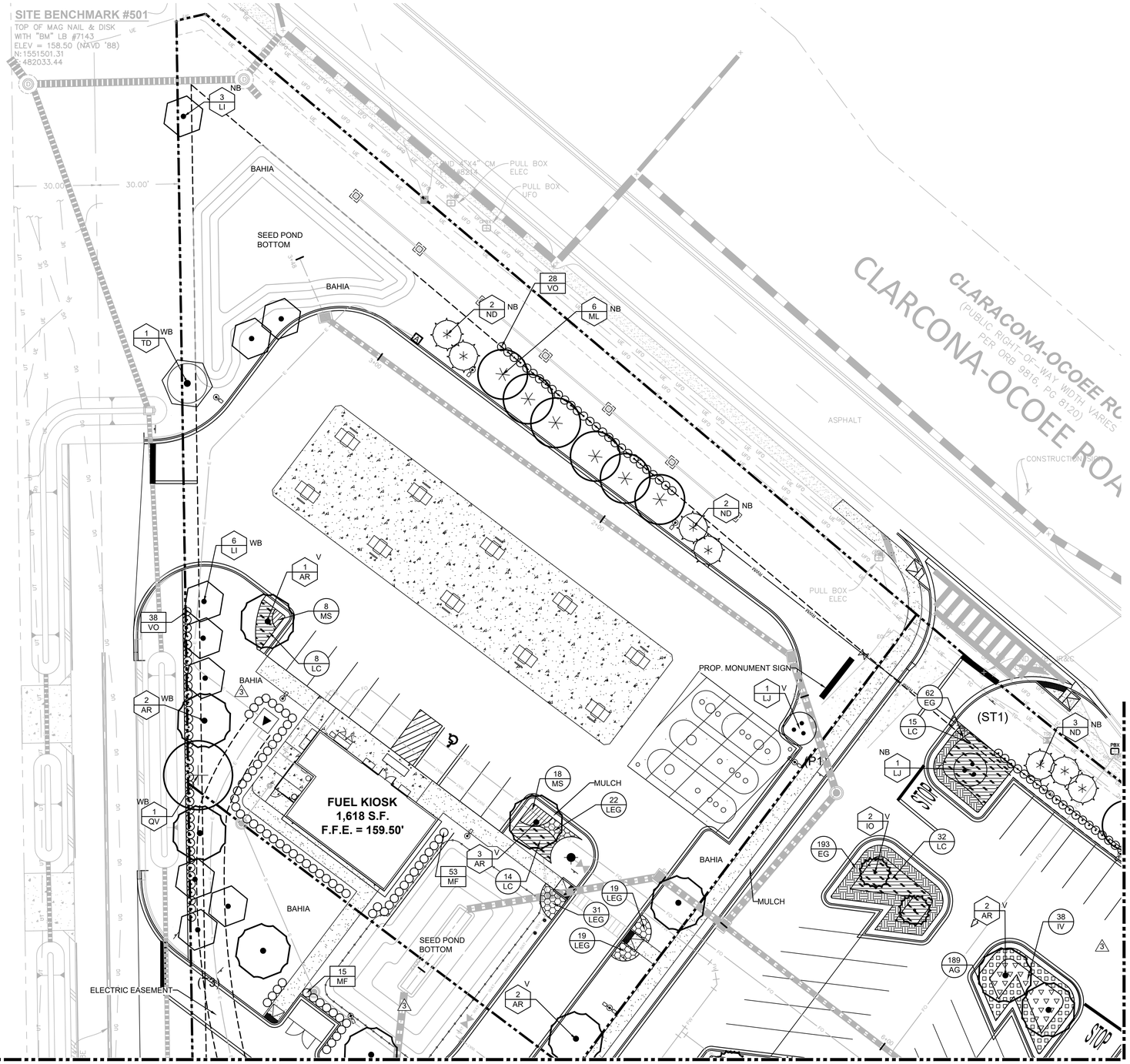
OVERALL LANDSCAPE PLAN

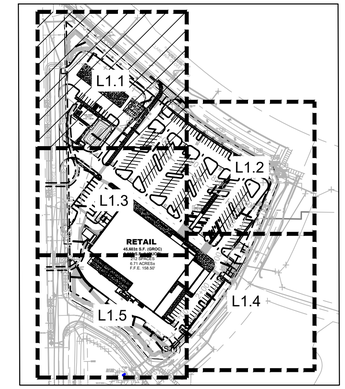
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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KEY MAP
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 / GROUNDCOVER	
VO2	DWARF WALTER'S VIBURNUM (N)
AG	PERENNIAL PEANUT
MS	SUNSHINE MIMOSA (N)
IV	DWARF YAUPON HOLLY (N)
LC	DWARF LOROPETALUM
LEG	EVERGREEN GIANT
MC	MUHLY GRASS (N)
ZF	COONTIE (N)
SR	SILVER SAW PALMETTO (N)
EG	BLUE MY 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.

1 UPDATED PARKING LOT ISLAND LAYOUTS, RELOCATED DUMPSTER AND ADDED POND

4 UPDATED PARKING LOT LAYOUTS, RELOCATED FH AND REVISED POND AREAS

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GALEN J. PUGH REGISTERED LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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LANDSCAPE PLAN

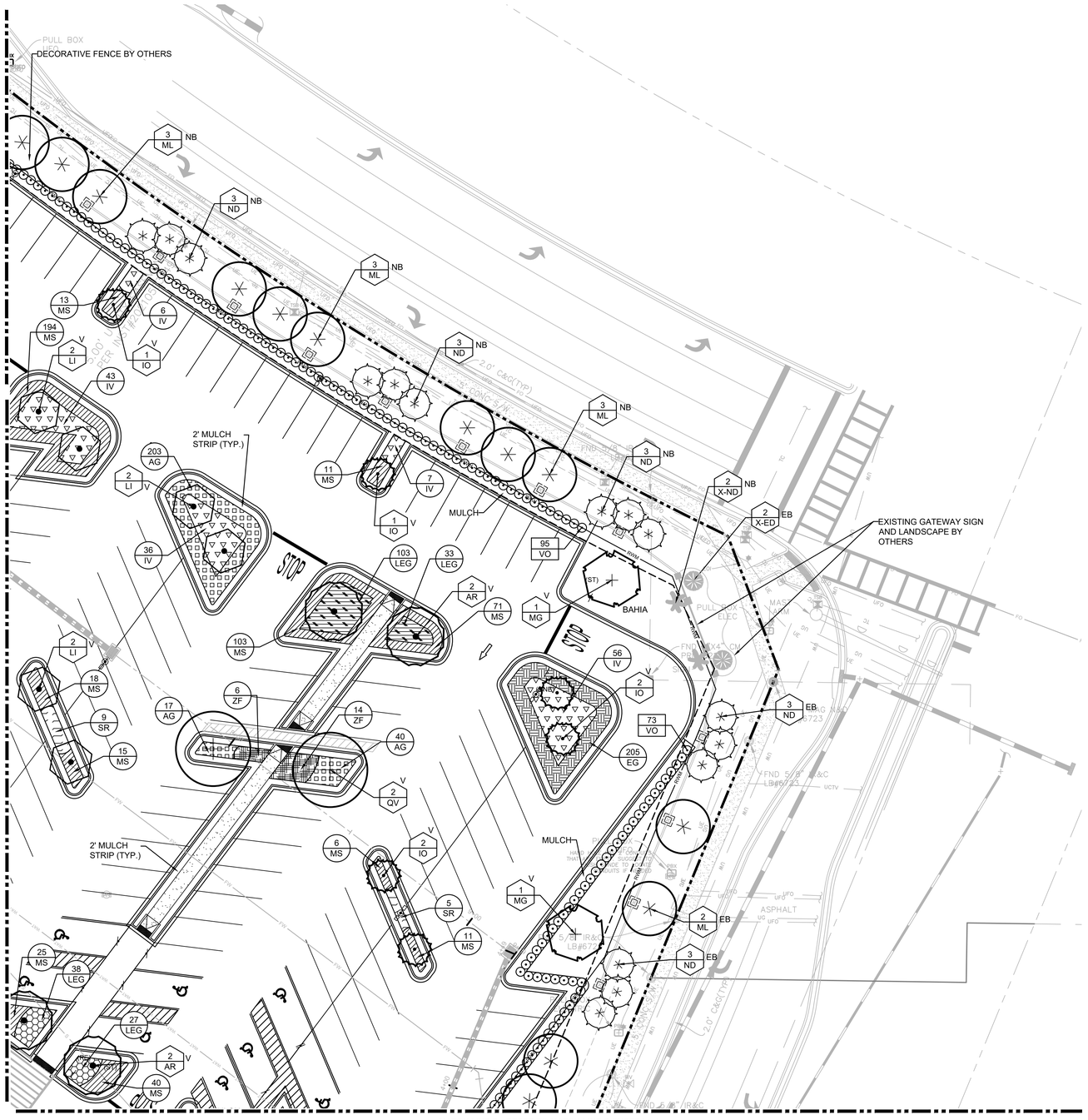
NEW GROCERY AND FUEL STATION

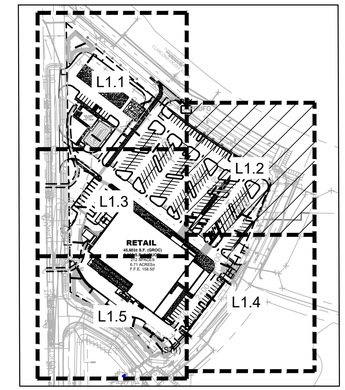
CITY OF OCOEE, FLORIDA

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PLANT LEGEND*:

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TREES	
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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 / GROUNDCOVER	
VO2	DWARF WALTER'S VIBURNUM (N)
AG	PERENNIAL PEANUT
MS	SUNSHINE MIMOSA (N)
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UPDATED PARKING LOT ISLAND LAYOUTS

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Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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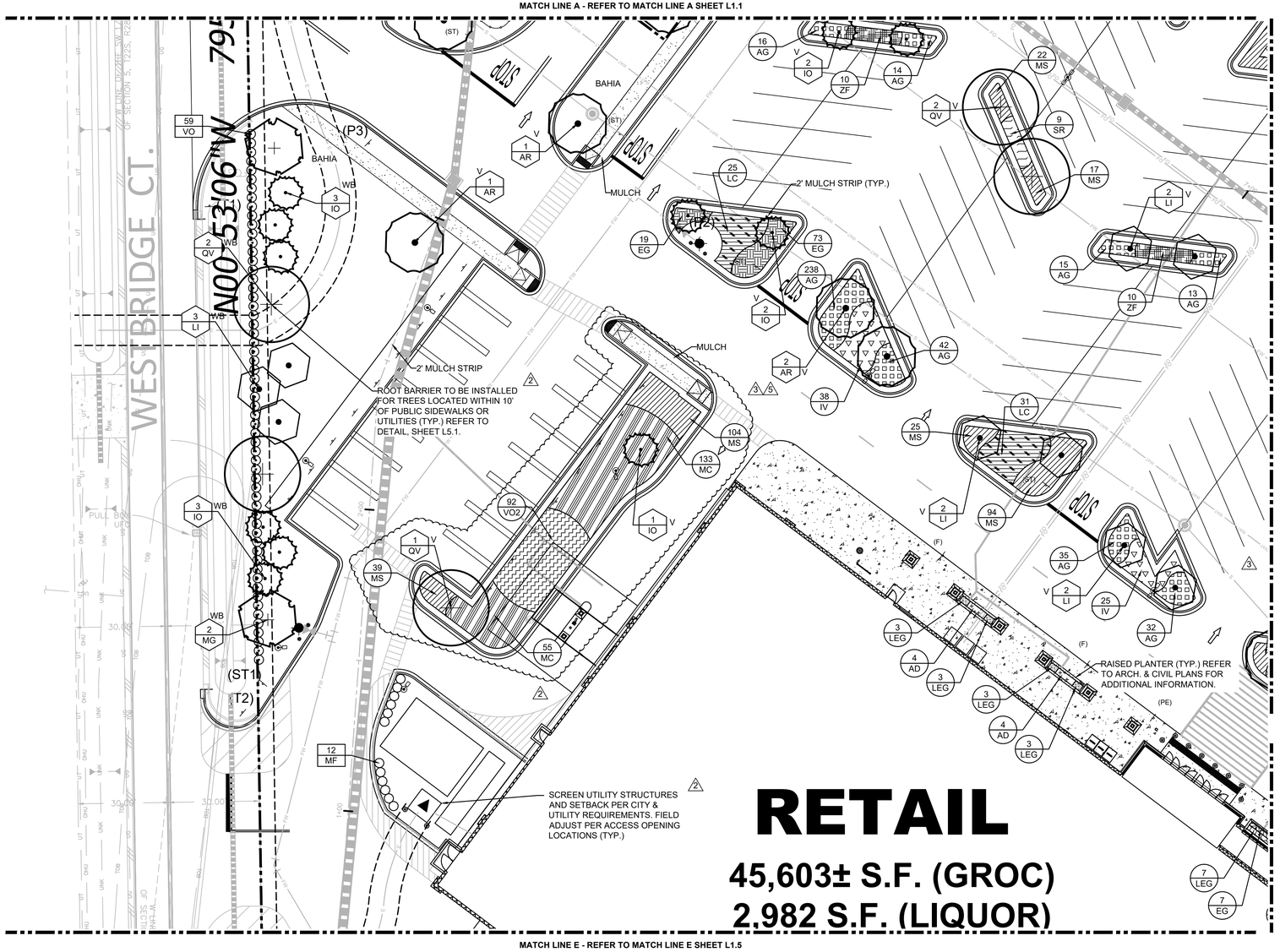
LANDSCAPE PLAN

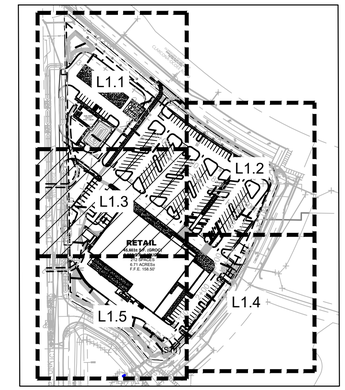
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CITY OF OCOEE, FLORIDA

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KEY MAP
1" = 200'

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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)
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1 UPDATED PARKING LOT ISLAND LAYOUTS 2

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Galen J. Pugh, RLA
LA0001522
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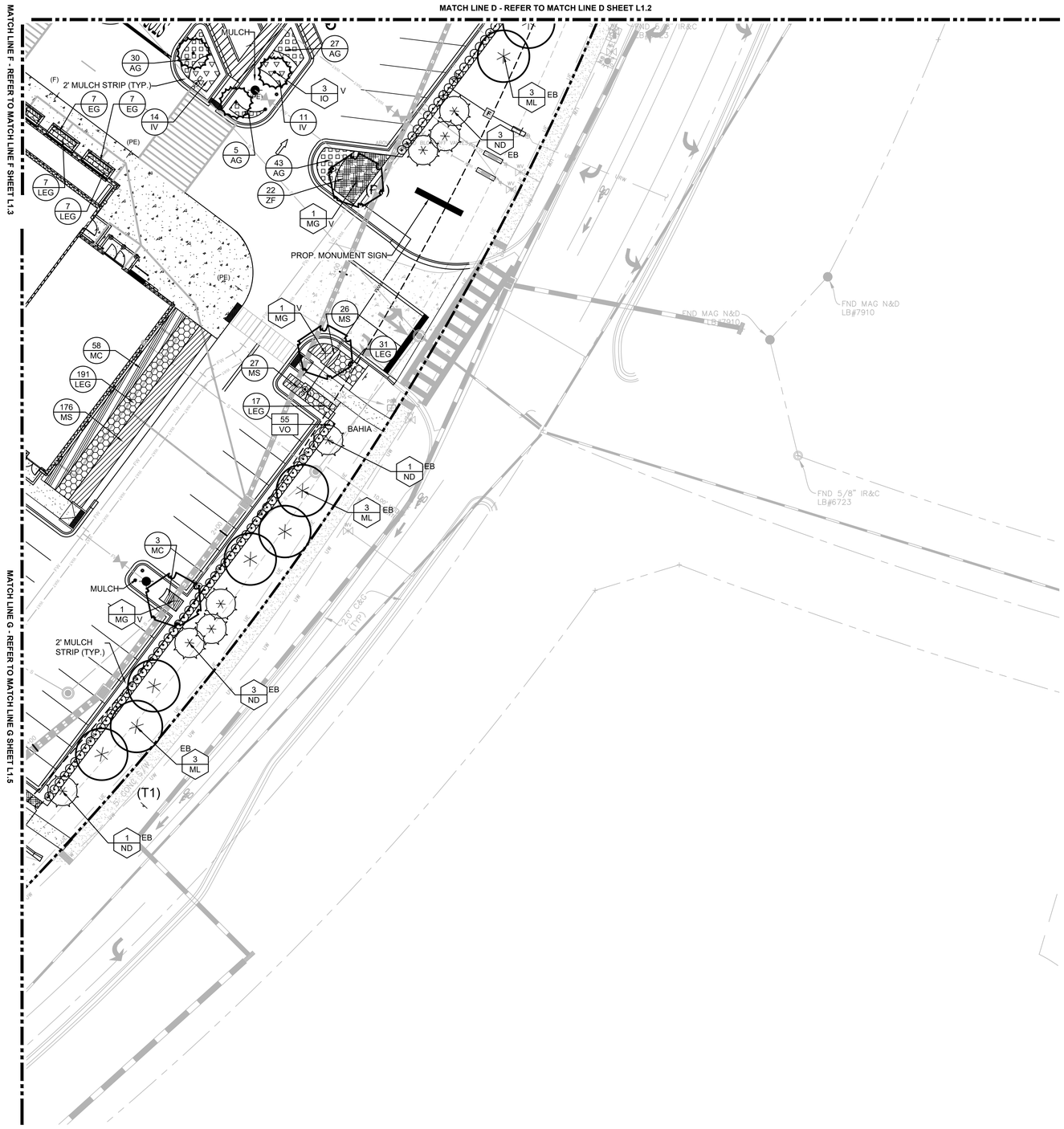
LANDSCAPE PLAN

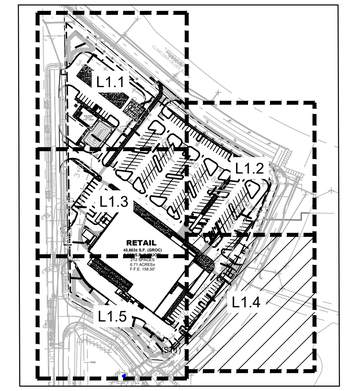
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GALEN J. PUGH LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522 REGISTERED
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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No.	Date	Revision
1	10/29/25	PER CITY COMMENTS
2	2/24/25	PER CITY COMMENTS

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 OCOEE, FLORIDA

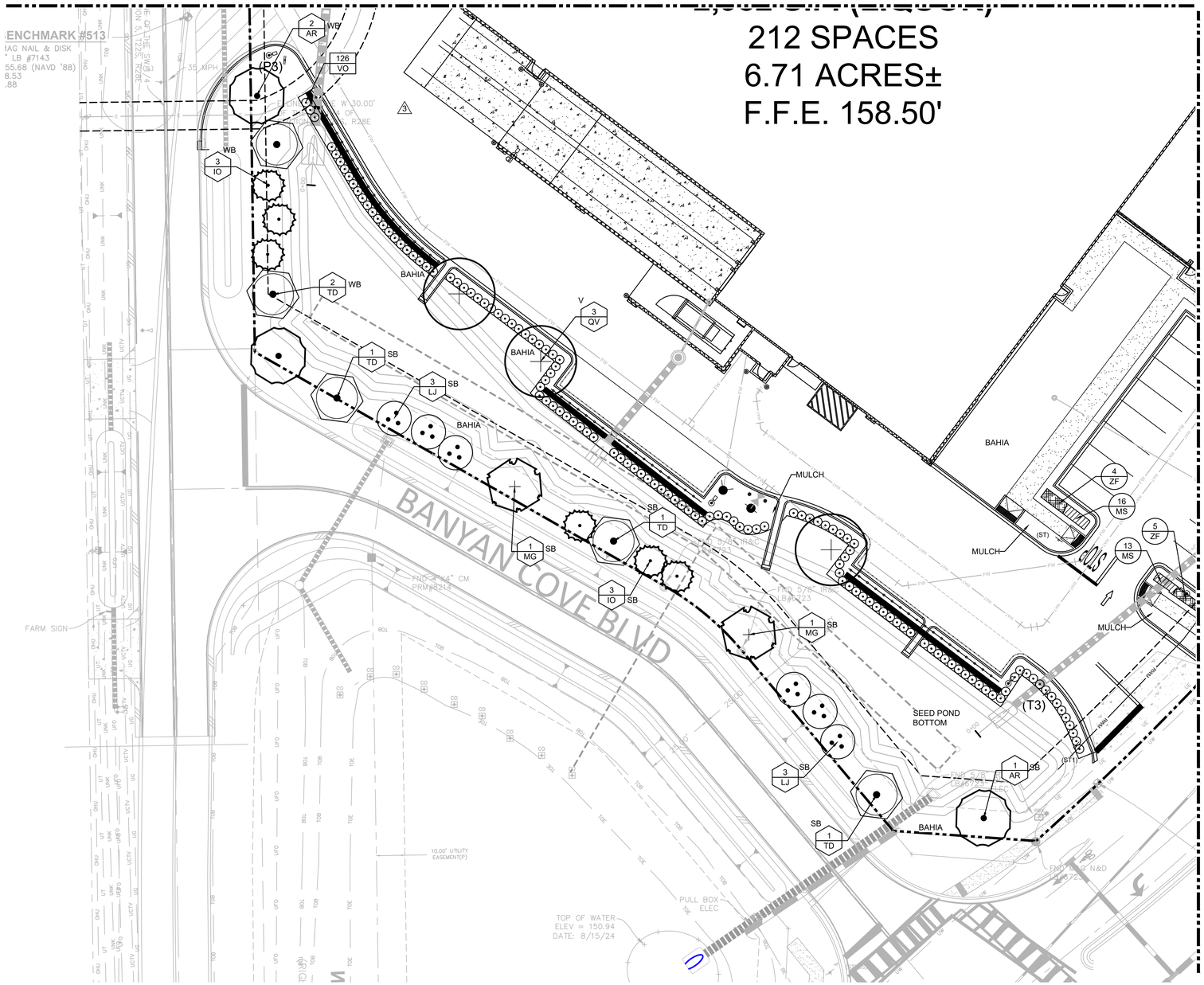
THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

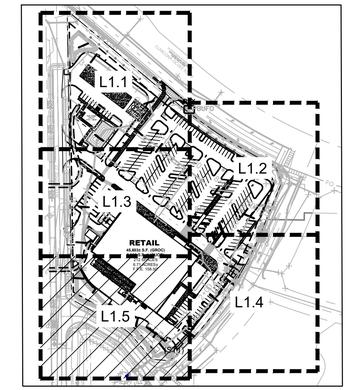
Sheet No.
L1.4

\\cph\pz\jobs\W131430\landscape\DWG\preliminarydesign\Plans\W131430 – LSP.dwg, 12/23/2025 11:40:46 AM, Michelle Aguiar,

MATCH LINE E - REFER TO MATCH LINE E SHEET L1.3

212 SPACES
6.71 ACRES±
F.F.E. 158.50'





KEY MAP
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 / GROUNDCOVER	
VO2	DWARF WALTER'S VIBURNUM (N)
AG	PERENNIAL PEANUT
MS	SUNSHINE MIMOSA (N)
IV	DWARF YAUPON HOLLY (N)
LC	DWARF LOROPETALUM
LEG	EVERGREEN GIANT
MC	MUHLY GRASS (N)
ZF	COONTIE (N)
SR	SILVER SAW PALMETTO (N)
EG	BLUE MY 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.

1 4

2 4 ADDED RETAINING WALL & GUIDE RAIL. ADJ SHRUB QTYS

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N

20 0 20 40
Graphic Scale in Feet

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Ph: 407.425.0452

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

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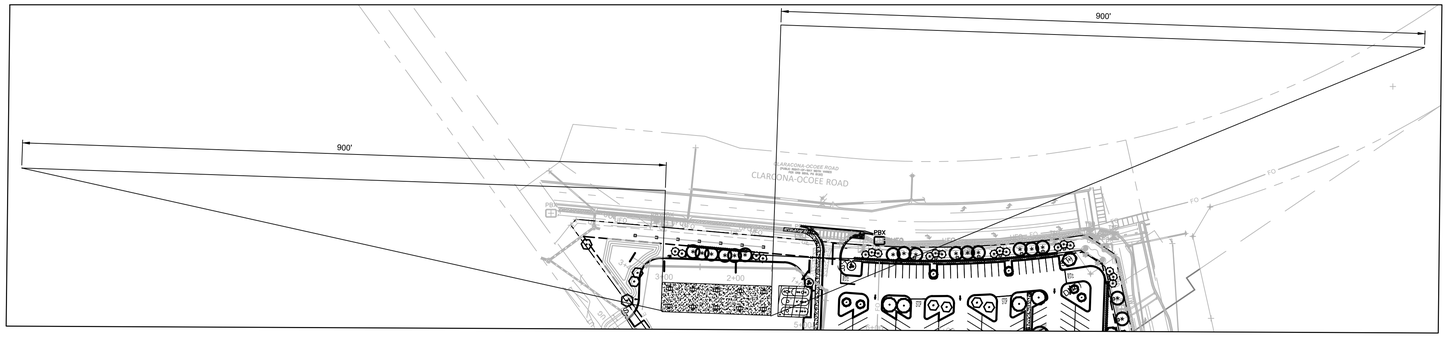
LANDSCAPE PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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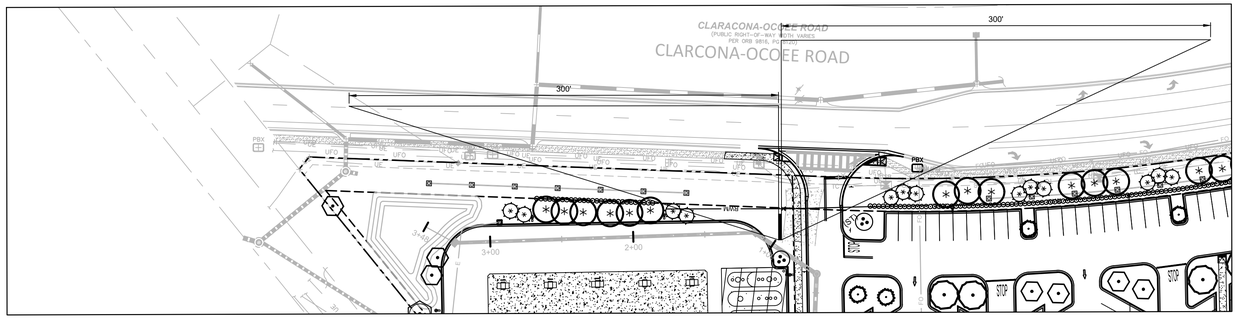
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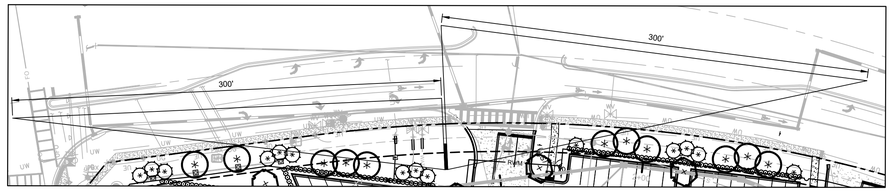
GAS STATION CANOPY VISIBILITY

1" = 100'



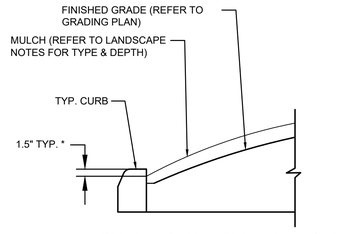
MONUMENT SIGN VISIBILITY

1" = 50'



LAKEWOOD AVE. MONUMENT SIGN VISIBILITY

1" = 50'



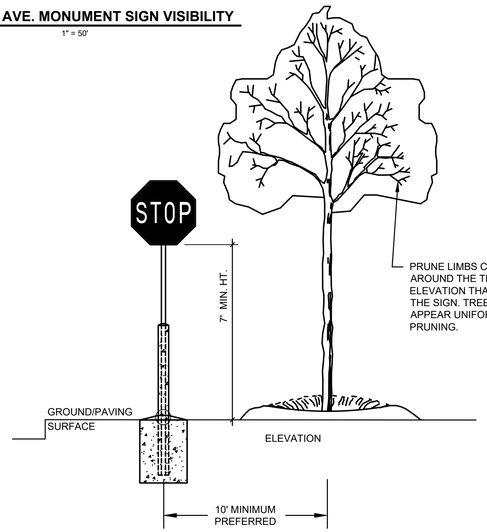
*Maintain top of mulch at 1.5 inches below top of curb.

TYPICAL MULCH SECTION - LANDSCAPE ISLAND

N.T.S.

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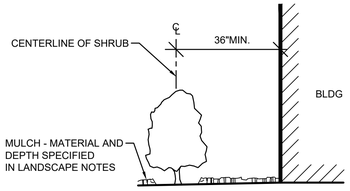
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TREES TO BE PLANTED NO CLOSER THAN 10' IN ALL DIRECTIONS FROM ANY TRAFFIC SIGNS WHEN POSSIBLE. FOR THOSE LOCATED CLOSER THAN 10', TREES SHALL BE PRUNED TO CLEAR THE SIGN.

TREE PLANTING AT TYPICAL SIGN

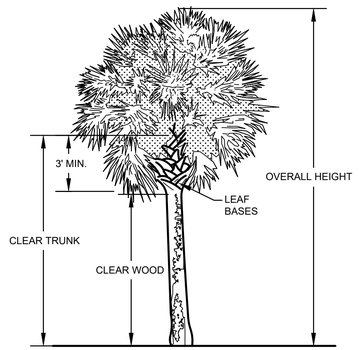
N.T.S.



NOTES:
INSTALL SHRUBS ALONG BUILDING A MINIMUM OF 36" AWAY FROM WALL OR PAVING UNLESS OTHERWISE APPROVED BY THE L.A. OF RECORD.

TYPICAL SECTION - SHRUB PLANTING OFFSET AT BLDG FOUNDATION AND PAVING

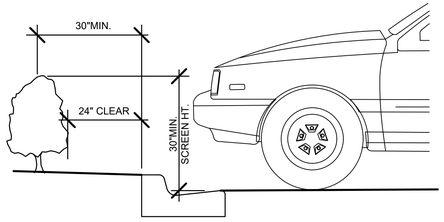
N.T.S.



* ALL PALMS TO HAVE CLEAR WOOD INDICATED ABOVE UNLESS OTHERWISE SPECIFIED.

PALM DETAIL

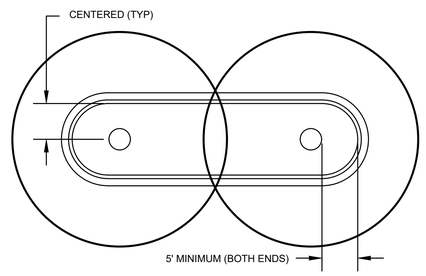
N.T.S.



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.



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.

TYPICAL ISLAND PLANTING

PLANT LIST

SYM	COMMON NAME	BOTANICAL NAME	DESCRIPTION	QTY.
TREES				
AR	RED MAPLE (N,C)	ACER RUBRUM 'FLORIDA FLAME'	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.	80
VO	SWEET VIBURNUM	VIBURNUM ODORATISSIMUM	7 GAL., 36" HT., 36"O.C.	475
SHRUB / GROUNDCOVER				
VO2	DWARF WALTER'S VIBURNUM (N)	VIBURNUM OBOVATUM 'DENSA'	3 GAL., FULL, 30" O.C.	92
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 YAUPON 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.	125
LEG	EVERGREEN GIANT	LIRIOPE MUSCARI 'EVERGREEN GIANT'	1 GAL., FULL, 18" O.C.	564
MC	MUHLY GRASS (N)	MUHLENBERGIA CAPILLARIS	3 GAL., 15" MIN. HT., 10" SPRD., 30" O.C.	249
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	ASPARAGUS DENSIFLORUS 'MYERS'	3 GAL., FULL, 24" O.C.	8
			TOTAL: 4,748 (42% 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.

DPI INSPECTION NOTES(REQUIRED)

D.P.I. PALM INSPECTION NOTE:
ALL PALMS SHALL HAVE A VALID AND CURRENT STATE OF FLORIDA, DIVISION OF PLANT INDUSTRY (DPI) INSPECTION CERTIFICATION PRIOR TO BEING TRANSPORTED TO THE CONSTRUCTION SITE. THE DPI CERTIFICATION MUST BE SUBMITTED TO CPH AND A COPY OF THIS CERTIFICATION MUST BE PROVIDED TO THE GENERAL CONTRACTOR AND MAINTAINED WITH THE CONSTRUCTION RECORDS.

DPI INSPECTION NOTES(REQUIRED)

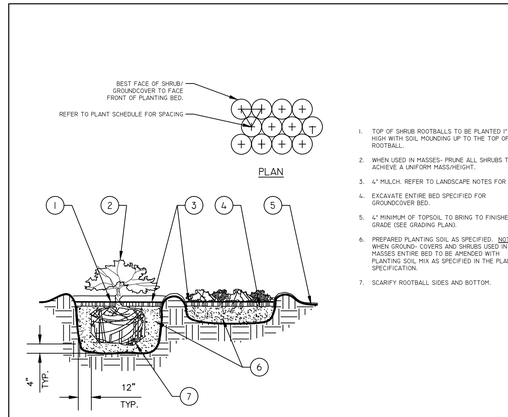
D.P.I. INSPECTION OF ALL PLANT MATERIAL:
ALL TREES, SHRUBS AND SOD WILL HAVE A VALID AND CURRENT STATE OF FLORIDA, DIVISION OF PLANT INDUSTRY (DPI) INSPECTION CERTIFICATION PRIOR TO BEING TRANSPORTED TO THE CONSTRUCTION SITE. THE DPI CERTIFICATION MUST BE SUBMITTED TO CPH AND A COPY OF THIS CERTIFICATION MUST BE PROVIDED TO THE GENERAL CONTRACTOR AND MAINTAINED WITH THE CONSTRUCTION RECORDS.

PALM HEIGHT/TRUNK SPECIFICATIONS

OVERALL HEIGHT(OA):
HIGHEST POINT IN THE CANOPY MEASURED FROM THE SOIL LINE TO THE NATURAL POSITION OF THE LAST FULLY EXPANDED LEAF. UNLESS SPECIFIED DIFFERENTLY, THE TERM HEIGHT, OR HEIGHT MEASUREMENTS SPECIFIED, WILL BE CONSIDERED OVERALL HEIGHT.

CLEAR TRUNK(CT):
A MEASUREMENT FROM THE SOIL LINE TO A POINT IN THE CANOPY WHERE THE TRUNK CALIPER BEGINS TO TAPER ABRUPTLY. ON MANY PALMS, THIS POINT WILL LIE AT THE BASE OF THE PETIOLE OF THE THIRD OR FOURTH YOUNGEST BUT FULLY EXPANDED LEAF.

CLEAR WOOD(CW):
A MEASUREMENT FROM THE SOIL LINE TO THE HIGHEST POINT OF THE TRUNK FREE OF PERSISTENT LEAF BASES. ON PALMS WITH A CROWN SHAFT, THE MEASURE WILL BE FROM THE SOIL LINE TO THE BASE OF THE CROWN SHAFT. IT SHOULD BE NOTED THAT PALMS WITH VERY PERSISTENT LEAF BASES MAY NOT HAVE CLEAR WOOD.



1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. WHEN USED IN MASSES- PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 4" MULCH. REFER TO LANDSCAPE NOTES FOR TYPE.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED IN THE PLANTING SPECIFICATION.
7. SCARIFY ROOTBALL SIDES AND BOTTOM.

SHRUB/GROUNDCOVER PLANTING

N.T.S.

09/21/16

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Ph: 407.425.0452
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Drawn: M. AGUIAR
Checked: G. PUGH
Job No.: W131430
Date: 08/2024 © 2025

LANDSCAPE DETAILS

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No.
L5.0

\\cph\px\jobs\W131430\landscape\DWG\preliminarydesign\Plans\W131430 - LSP.dwg, 12/23/2025 11:40:53 AM, Michelle Aguiar,

LANDSCAPE NOTES:

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 plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
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 items and plants.
5. Contractor shall ensure that there are no visual obstructions to vehicle lines of sight and traffic controls. Contractor shall field adjust tree 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's work shall 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 or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. 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 maintained until planted.
13. All tree 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 assure 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 any damage caused by instability of any plant material.
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 detail prepared by the Landscape Architect. It shall be the responsibility of the Landscape Contractor to remove guys and stakes from the trees and job site 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 in 24 inch wide rolls in a length consistent with the equipment and methods used to handle the rolls and place the sod. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable. The soil and root mat shall be a minimum of 1-1/2 inch thick and must hold together during placement. Sod shall be place 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 top 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. Place sod within 48 hours of cutting the sod. The sod shall be kept moist throughout the 48 hour period to maintain the health and viability of the sod. Submit a letter of certification to the Owner's CEI Representative, at time of delivery, 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 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 foliage/limbs from existing plant material to remain. Confirm 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 replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.
24. MAINTENANCE PRIOR 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, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting 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.

25. TOPSOIL

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 peat moss, sand, or organic matter into the subsoil to obtain adequate measures shall be considered as incidental, without additional cost to Owner.

B. Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of boards, 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 to be because natural subsoil falls into AASHTO classification of A6 or A7 and contains moisture in excess of 30 percent, then installation of sub drainage system or other means described 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.

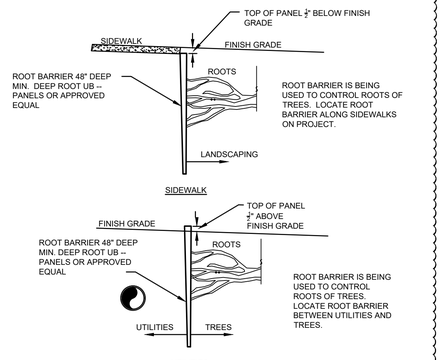
D. Planting beds where existing subsoil is determined by Owner to be unsuitable for plant growth in accordance paragraph Unsuitable Subsoil herein shall be excavated to a depth of 12 inches or as needed to provide adequate drainage. Replace excavated soil with planting soil.

RETAIL GENERAL NOTES:

1. 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 1) 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 appurtenances, 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.

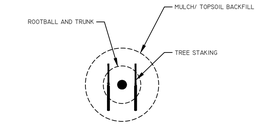
RETAIL GENERAL NOTES (CONT):

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 this 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.

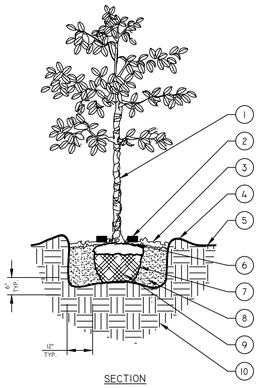


ROOT BARRIER

NOTE: TREE ROOT GUARD/BARRIER (MIN 48") TO BE INSTALLED FOR TREES LOCATED WITHIN 10' OF PUBLIC SIDEWALKS AND UTILITIES.



PLAN



SECTION

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT.

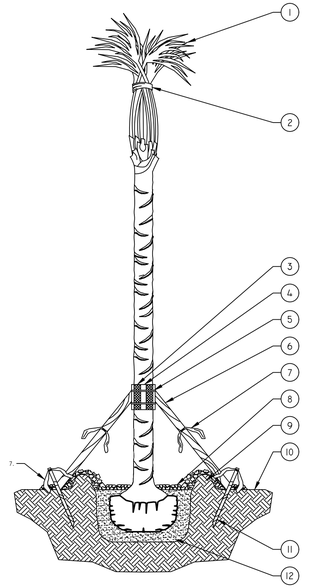
E. BRANCHING HEIGHT TO A.A.N. STANDARDS.

1. TREE WRAP.
2. **Tree Frog® RBK40pt** FOR UP TO 4" TREE CALIPER OR **Tree Frog® RBK60pt** FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.
3. 3" HIGH SOIL BERM TO HOLD WATER.
4. 4" MULCH. REFER TO LANDSCAPE NOTES FOR TYPE.
5. FINISHED GRADE (SEE GRADING PLAN).
6. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
7. B & B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. ROOTBALLS GREATER THAN 2¼" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING ROOTBALLS SMALLER THAN 2¼" IN DIA. MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED SUBSOIL.

SMALL TREE PLANTING
(14' OR LESS)

N.T.S.

09/21/16



PLAN

NOTES:

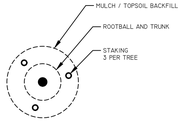
A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

1. MINIMUM OF NINE (9) GOOD PALM FRONDS.
2. PRUNE AND TIE FRONDS WITH HEMP TWINE, CABBAGE PALMS TO BE "HURRICANE CUT"
3. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
4. FIVE 2" X 4" X 18" WOOD BATTENS.
5. SECURE BATTENS WITH 2-3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
6. ATTACH 3-2" X 4" X 8' (DRILL AND NAIL IF NECESSARY) TO BATTENS AND 2" X 4" STAKES. FLAG AT MIDPOINT AND AT BASE.
7. PROVIDE FLAGGING
8. 4" MULCH. REFER TO LANDSCAPE NOTES FOR TYPE.
9. BERM SOIL TO HOLD WATER
10. FINISH GRADE
11. 2" X 4" X 24" (MIN.) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES
12. PREPARED PLANTING SOIL MIX AS SPECIFIED. COMPACT BENEATH ROOT BALL.

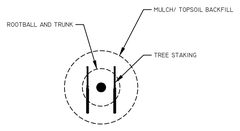
PLAN



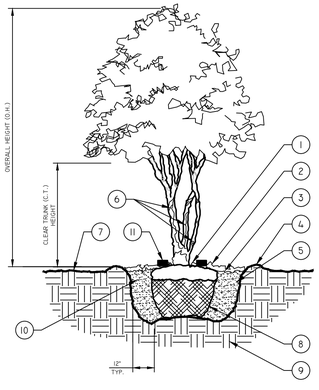
PALM TREE PLANTING

N.T.S.

09/21/16



PLAN



SECTION

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. SET TREE AT ORIGINAL DEPTH. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT

E. BRANCHING HEIGHT TO A.A.N. STANDARDS

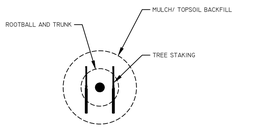
I. BASE OF TREE SHALL BE PLANTED SLIGHTLY ABOVE (1" MIN.) ADJACENT FINISH GRADE. REMOVE ALL TWINE & STRAPS & CUT BURLAP FROM TOP 1/3 OF ROOT BALL. NO SYNTHETIC BURLAP WILL BE ACCEPTED.

2. 4" MULCH. REFER TO LANDSCAPE NOTES FOR TYPE.
3. DIAMETER OF TREE PIT TO BE TWICE THE DIAMETER OF ROOT BALL-ROUGHEN SIDES OF TREE PIT.
4. 3" HIGH SOIL BERM TO HOLD WATER.
5. TOPSOIL MIX BACKFILL.
6. TREE WRAP.
7. 4" MIN. OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
8. ROOT BALLS GREATER THAN 2¼" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING ROOT BALLS SMALLER THAN 2¼" IN DIA. MAY SIT ON COMPACTED EARTH.
9. UNDISTURBED SUBSOIL.
10. PREPARE PLANTING SOIL AS SPECIFIED.
11. **Tree Frog® RBK40pt** FOR UP TO 4" TREE CALIPER OR **Tree Frog® RBK60pt** FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.

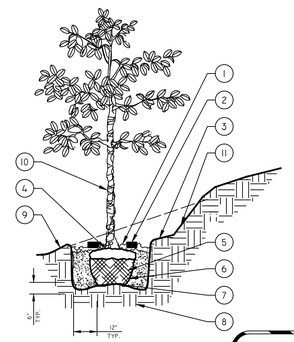
MULTI-TRUNK TREE PLANTING

N.T.S.

09/21/16



PLAN



SECTION

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT.

E. BRANCHING HEIGHT TO A.A.N. STANDARDS.

I. 4" MULCH. REFER TO LANDSCAPE NOTES FOR TYPE.

2. **Tree Frog® RBK40pt** FOR UP TO 4" TREE CALIPER OR **Tree Frog® RBK60pt** FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.

3. BACKFILL WITH TOPSOIL IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS.
4. TOP OF ROOT BALL MIN. 1" ABOVE FINISHED GRADE.
5. B&B OR CONTAINED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
6. PREPARE PLANTING SOIL AS SPECIFIED.
7. ROOT BALLS GREATER THAN 2¼" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING ROOT BALLS SMALLER THAN 2¼" IN DIA. MAY SIT ON COMPACTED EARTH.
8. UNDISTURBED SUBSOIL.
9. 3" HIGH SOIL BERM TO HOLD WATER.
10. TREE WRAP.
11. CUT BACK SLOPE TO PROVIDE A FLAT SURFACE FOR PLANTING.

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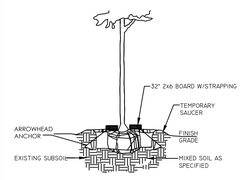
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TREE PLANTING ON SLOPE

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09/21/16

Tree Frog Environmental Products® (formerly Arborguy®) RBK40pt/RBK60pt STAKING DETAIL



Tree Frog® RBK40pt SYSTEM

FOR UP TO 4" CALIPER TREES
(2) TREE FROG EPI™ 52"x2"x6" WOOD BOARDS
(4) 3/4"x70" STRAPPING (1,800 LB. TENSILE STRENGTH)
(4) ARROWHEAD ® ANCHORS

Tree Frog® RBK60pt SYSTEM

FOR UP TO 6" CALIPER TREES
(4) TREE FROG EPI™ 52"x2"x6" WOOD BOARDS
(8) 3/4"x70" STRAPPING (1,800 LB. TENSILE STRENGTH)
(8) ARROWHEAD ® ANCHORS

Tree Frog® RBK INSTALLATION NOTES

* Specify Anchor
1. Biodegradable (soft or hard soil)
2. Nylon (soft soil)
3. Heavy Duty (hard soil)

See page 2 for installing root ball tree staking kit with banding machine.
See page 3 for installing root ball tree staking kit with ratchet.

Tree Frog® RBK40pt PLAN VIEW



Tree Frog® RBK40pt DIAGRAM



NOTE:- FOR UP TO 4" CALIPER TREES-ANCHORS ARE TO BE DRIVEN TO DEEPEST POSSIBLE DEPTH ACCORDING TO SOIL TYPE

Tree Frog® RBK60pt PLAN VIEW



Tree Frog® RBK60pt DIAGRAM



NOTE:
- FOR UP TO 6" CALIPER TREES AND FOR PALMS UNDER 20' WITH CUT LARGE ROOT BALL
- ANCHORS ARE TO BE DRIVEN TO DEEPEST POSSIBLE DEPTH ACCORDING TO SOIL TYPE

TREE FROG ENVIRONMENTAL PRODUCTS WWW.TREEFROGEP.COM
352-755-7411

"TREE FROG" TREE STAKING

N.T.S.

09/21/16

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www.cphcorp.com
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

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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

No.	Date	Revision
1	2/24/25	PER CITY COMMENTS
2	6/6/25	PER CITY COMMENTS

Designed: M. AGUIAR
Drawn: M. AGUIAR
Checked: G. PUGH
Job No.: W131430
Date: 08/2024
© 2025

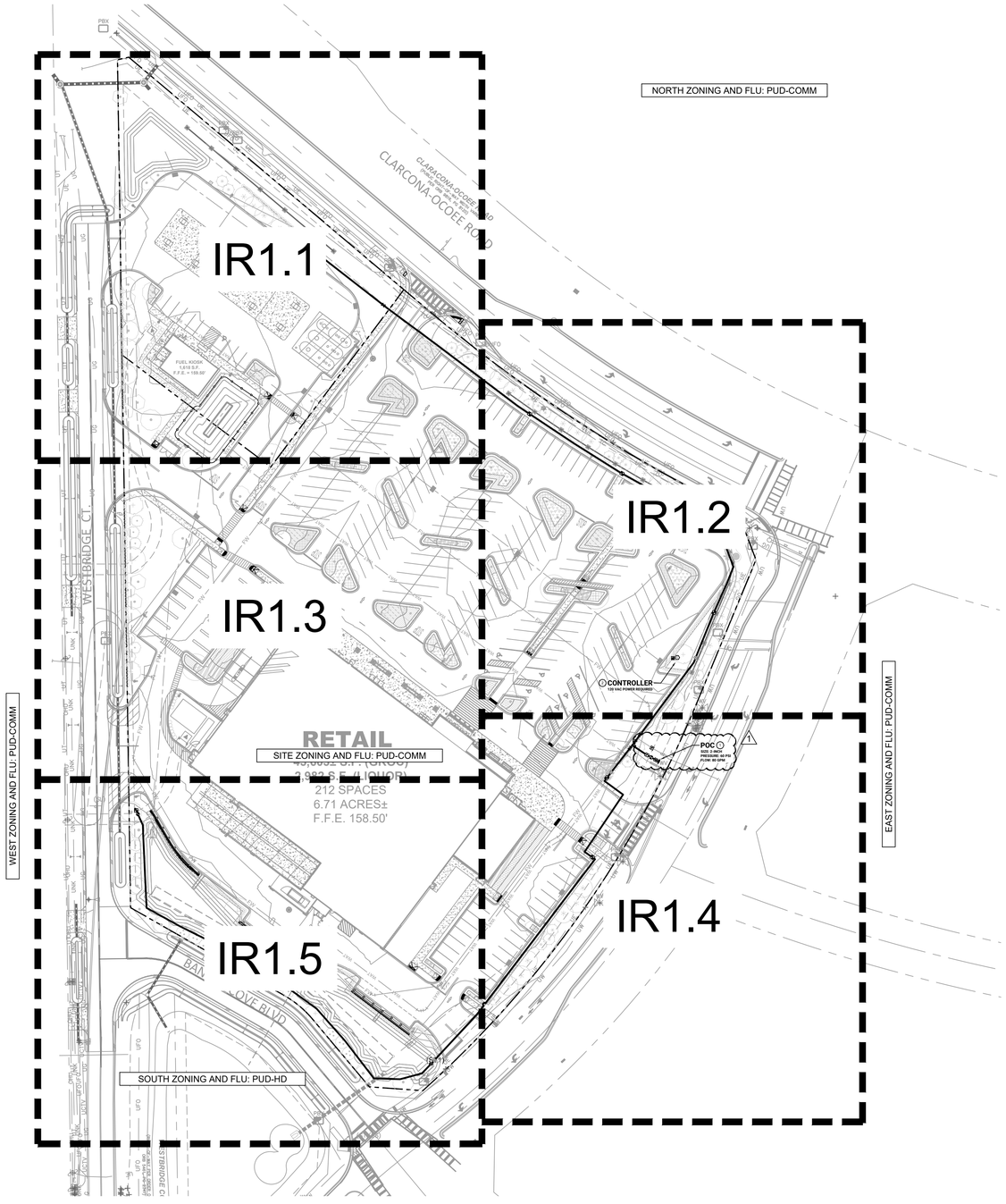
LANDSCAPE NOTES AND PLANT LIST

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
L5.1

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IRRIGATION LEGEND

- POINT-OF-CONNECTION: REUSE WATER TAP PER LOCAL AND STATE 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: **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**
- F — PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0029 PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE. MOUNT IN 19" STANDARD VALVE BOX.
- 2" BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT0038 WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.

A1 / 14 / 1" / Turf
- INDICATES CONTROLLER AND STATION NUMBER
- INDICATES LATERAL DISCHARGE (GPM)
- INDICATES VALVE SIZE (INCHES)
- INDICATES LANDSCAPE APPLICATION

- C — IRRIGATION CONTROLLER UNIT WITH WEATHER BASED INTERNET CONNECTED COMMUNICATION HYDROPOINT MODEL #HYDROPOINT0016 - 18 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.

Hines Inc
SITE WATER ENGINEERING SERVICES
323 W. DRAKE RD, SUITE 204
FORT COLLINS, COLORADO 80526
Telephone: 970.282.1800
Web: www.hinesinc.com

MICAHEL L. PREVOST
IA CID # 383

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Graphic Scale in Feet

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Orlando, FL 32801
Ph: 407.425.0452

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

GALEN J. PUGH LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522 REGISTERED
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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

No.	Date	Revision
1	12/23/25	PER CITY COMMENTS/INTERNAL REVIEW

Designed: HINES
Drawn: HINES
Checked: HINES
Job No.: W131430
Date: 12/12/2025 © 2025

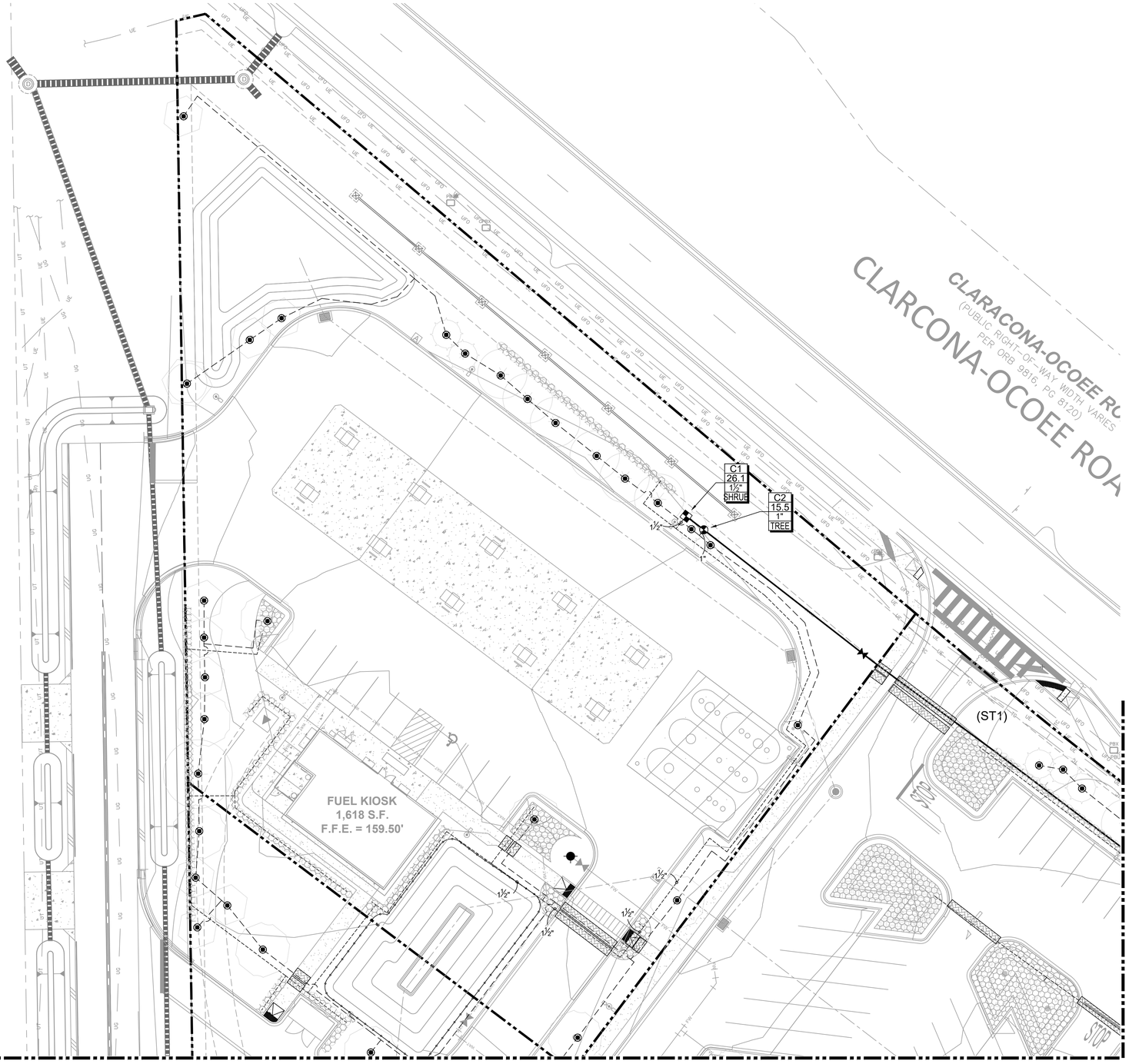
OVERALL IRRIGATION PLAN

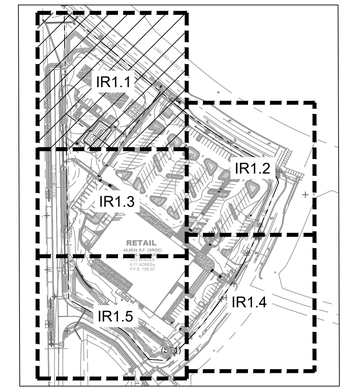
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No. 1
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KEY MAP
1" = 200'

IRRIGATION LEGEND

- POINT-OF-CONNECTION: REUSE WATER TAP PER LOCAL AND STATE CODES.
- [M] **IRRIGATION WATER TAP AND WATER METER. SIZE INDICATED ON PLAN. PROVIDED BY THE SITE UTILITY CONTRACTOR, PER LOCAL CODES.**
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  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
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  WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.

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  HYDROPOINT MODEL #HYDROPOINT0016 - 18 STATION PEDESTAL MOUNT + HYDROPOINT RAIN SWITCH #HYDROPOINT0042
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UPDATED TREE LOCATIONS, REVISED DUMPSTER LOCATION AND POND AREAS (1)

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GALEN J. PUGH LA0001522 REGISTERED LANDSCAPE ARCHITECT STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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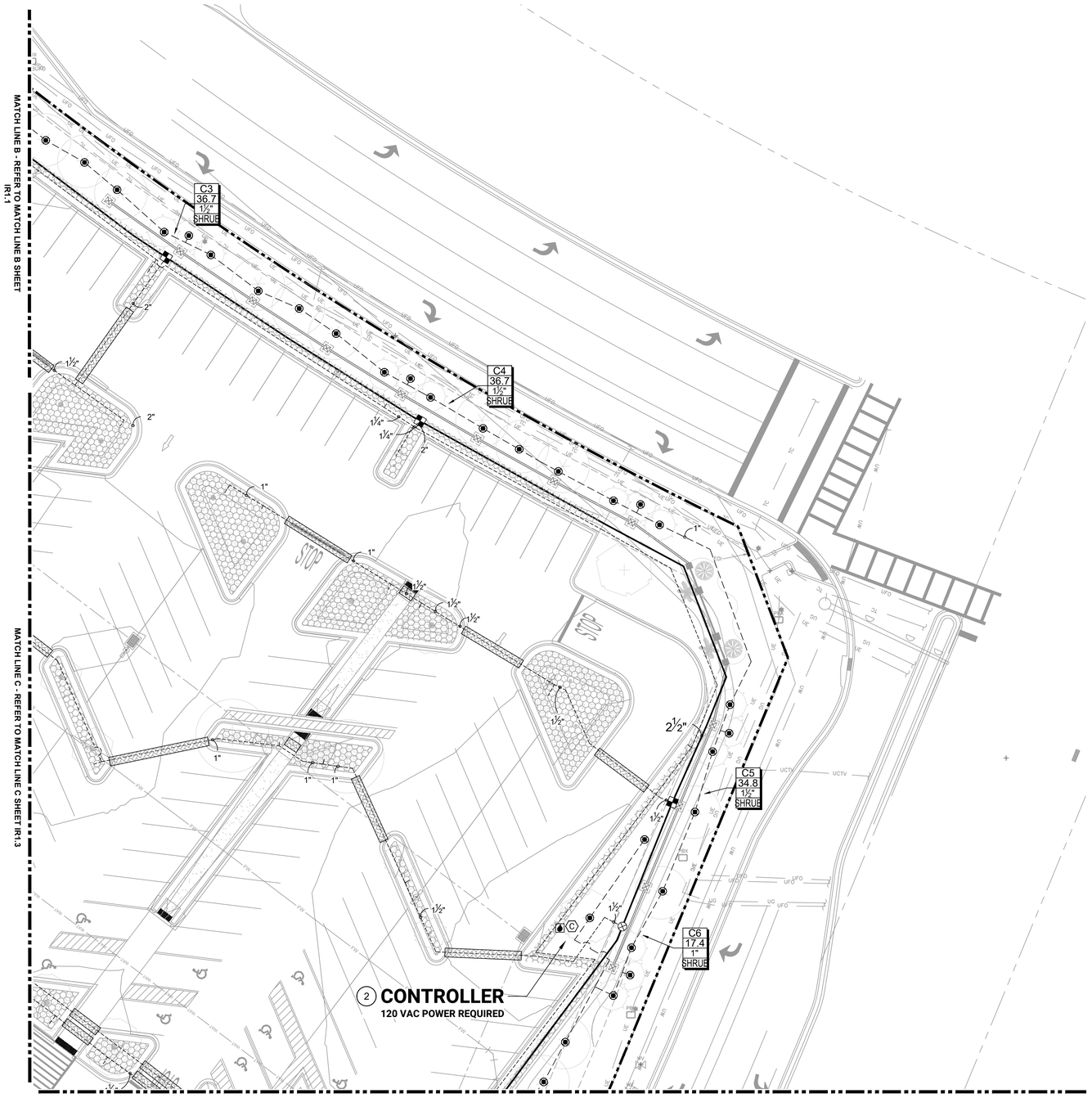
IRRIGATION PLAN

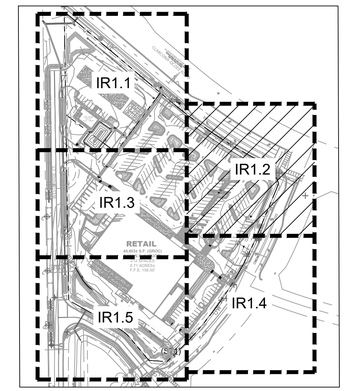
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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Sheet No. (2)
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KEY MAP
1" = 200'

IRRIGATION LEGEND

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GALEN J. PUGH REGISTERED LANDSCAPE ARCHITECT LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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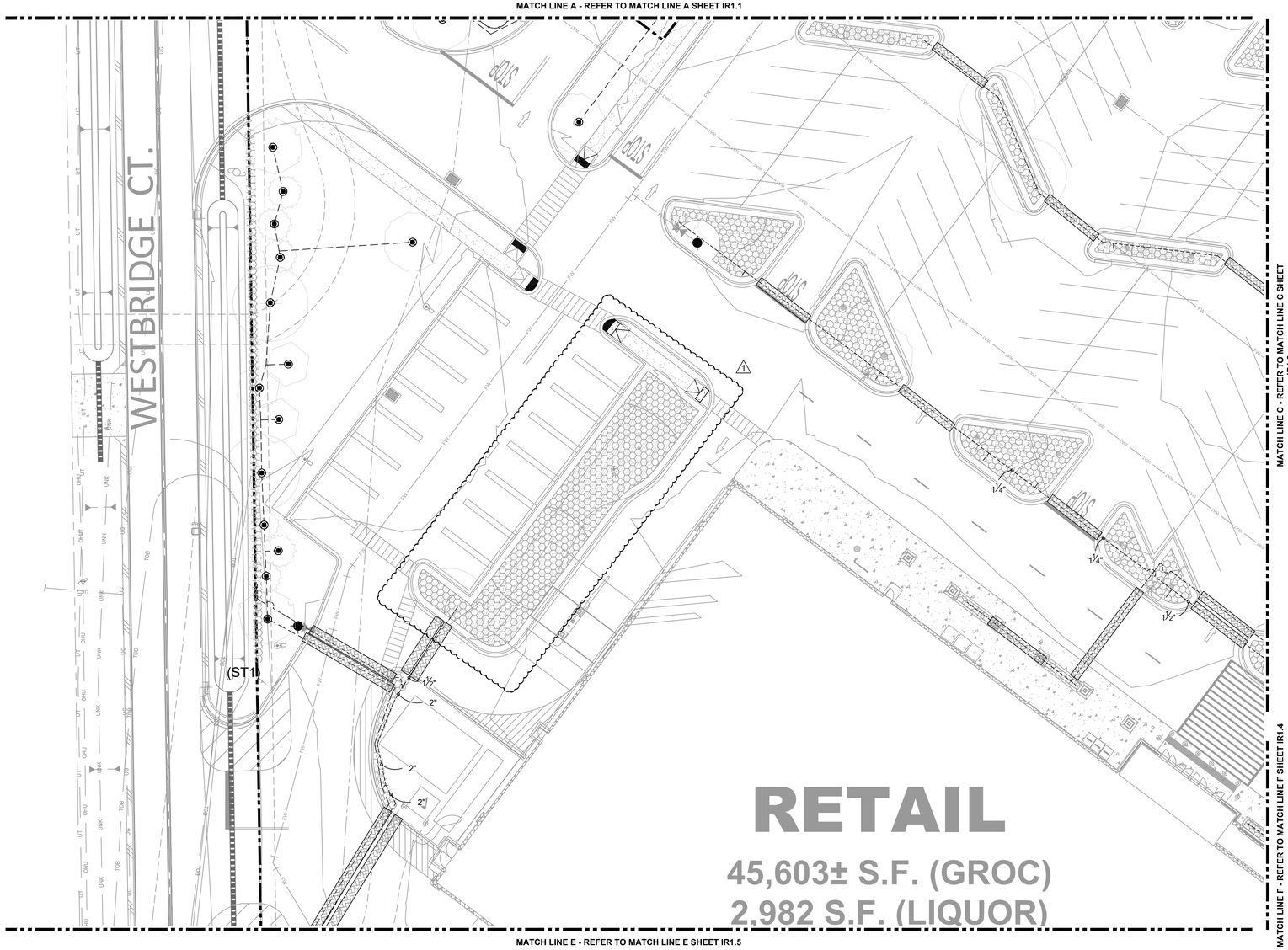
IRRIGATION PLAN

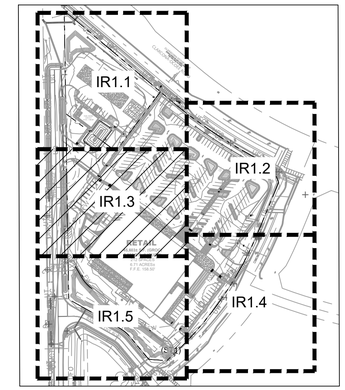
NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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LANDSCAPE ARCHITECT — GALEN J. PUGH — REGISTERED — LA0001522 — STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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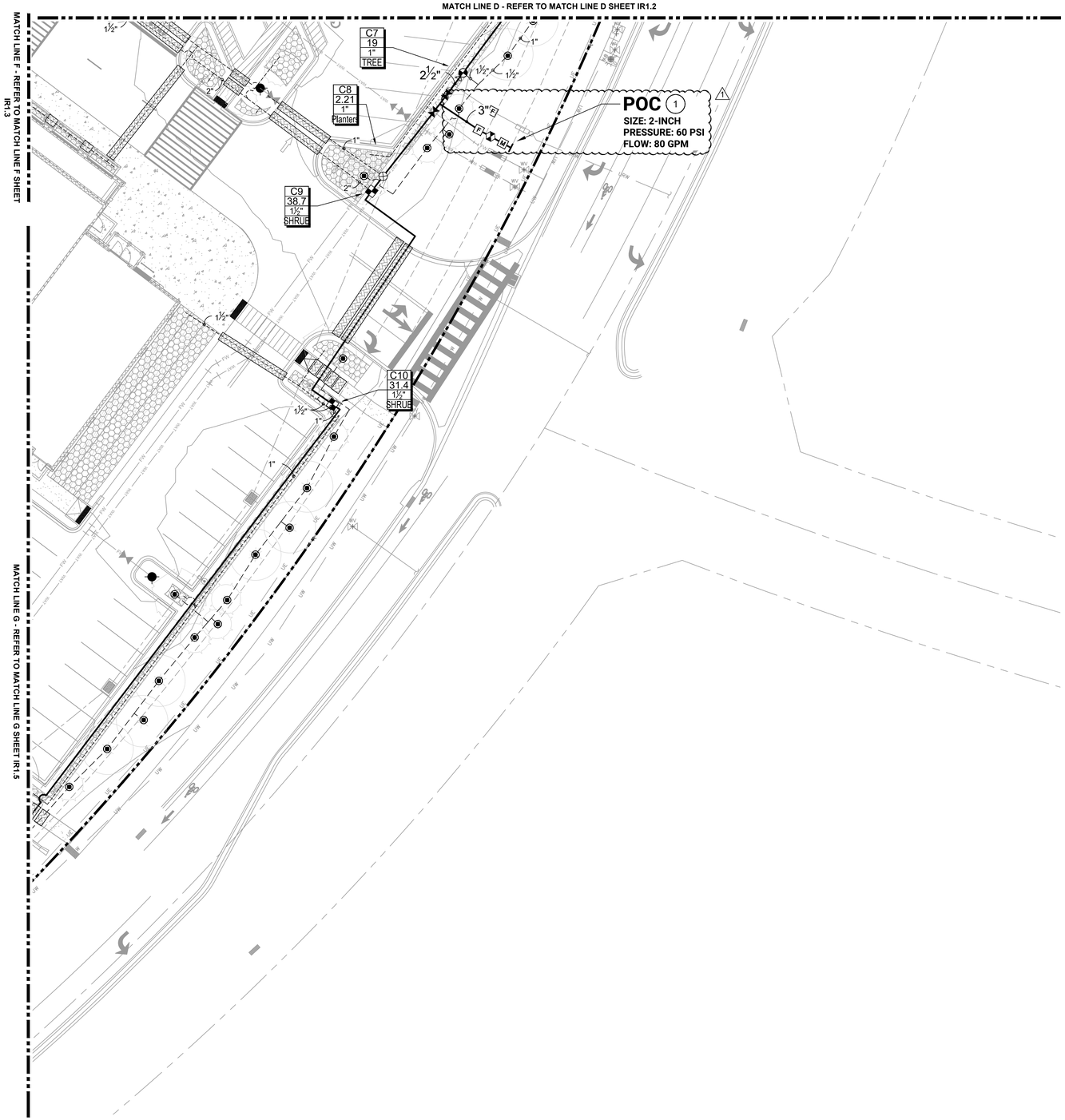
IRRIGATION PLAN

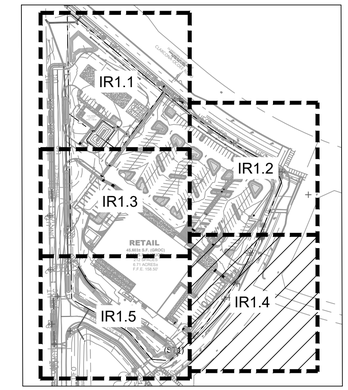
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KEY MAP

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GALEN J. PUGH LICENSED LANDSCAPE ARCHITECT LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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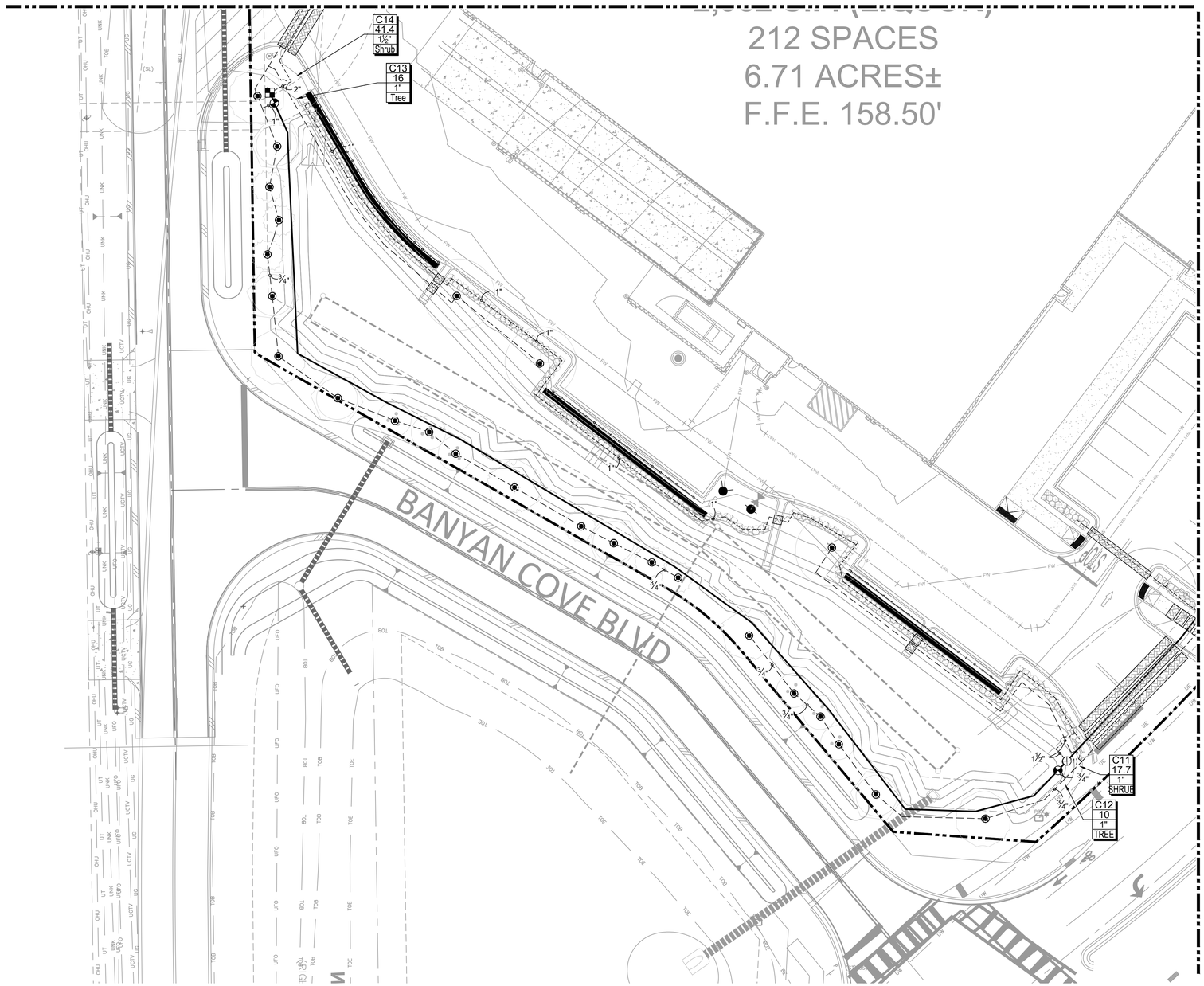
IRRIGATION PLAN

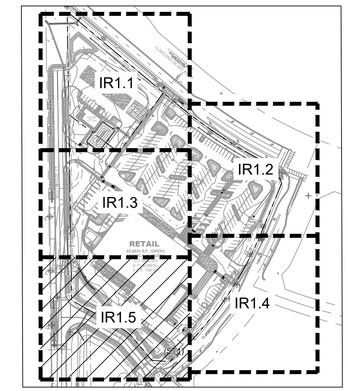
NEW GROCERY AND FUEL STATION
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KEY MAP
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1 ADDED RETAINING WALL & GUIDE RAIL. ADJ. DRIP LAYOUT

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GALEN J. PUGH LANDSCAPE ARCHITECT REGISTERED STATE OF FLORIDA LA0001522
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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Drawn: HINES
Checked: HINES
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IRRIGATION PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

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INSTALLATION GENERAL NOTES

1. THE SYSTEM DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR THE IRRIGATION SYSTEM OF 60 PSI, AT A DESIGN FLOW OF 80 GPM AT THE 2-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 ARC OF COVERAGE OF EACH ROTARY SPRINKLER TO PROVIDE THE BEST PERFORMANCE.
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.

WALMART - IRRIGATION NOTES: ⚠

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COPY OF THE PROJECT SPECIFICATIONS PRIOR TO BIDDING. THE PROJECT SPECIFICATIONS ARE A PART OF THESE PLANS AND SHALL BE CONSULTED BY THE IRRIGATION CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING WORK AS SPECIFIED IN THE PROJECT SPECIFICATIONS AND ON THE PLANS.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, EQUIPMENT QUANTITIES, AND UTILITY LOCATIONS PRIOR TO BEGINNING WORK.
3. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS PRIOR TO BEGINNING OR CONTINUING WORK.
4. THE CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS TO THIS PLAN WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT.
5. ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS.
6. THIS PLAN IS SCHEMATIC AND DUE TO THE NATURE OF CONSTRUCTION SLIGHT FIELD MODIFICATIONS MAY BE NECESSARY TO IMPLEMENT PLAN.
7. THIS IRRIGATION WALMART SYSTEM IS DESIGNED TO THE FOLLOWING STATS: 80 G.P.M. DYNAMIC WATER PRESSURE IS REQUIRED: 60 P.S.I.
8. CONTRACTOR TO VERIFY ACTUAL AVAILABLE WATER PRESSURE BEFORE BEGINNING INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AVAILABLE WATER PRESSURE EXCEEDS 5 PSI HIGHER OR LOWER THAN AVAILABLE WATER PRESSURE.
9. IRRIGATION SYSTEMS CONNECTED TO POTABLE WATER SUPPLY, SHALL HAVE A BACKFLOW PREVENTER INSTALLED.
10. WHERE APPLICABLE IRRIGATION HEADS ARE TO BE ADJUSTED FOR COMPLETE COVERAGE WITH MINIMUM OVER SPRAY BEYOND LANDSCAPE AREAS.
11. EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE.
12. IRRIGATION LATERAL LINES, MAIN LINES AND EQUIPMENT MAY BE SHOWN OUTSIDE PROPERTY LINES ON THIS PLAN, ALL IRRIGATION LINES AND EQUIPMENT ARE TO BE WITHIN AND INSTALLED WITHIN THE LIMITS OF THE PROPERTY LINE.
13. ALL IRRIGATION SLEEVING TO BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. ELECTRICAL WIRES FOR IRRIGATION VALVES AND IRRIGATION LINES ARE TO BE PLACED IN SEPARATE SLEEVES. SEE SLEEVING DETAIL.
14. SUPPLY LINE AND METER TO BE PROVIDED BY GENERAL CONTRACTOR. BACKFLOW PREVENTER TO BE PROVIDED BY IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR'S POINT OF CONNECTION TO BEGIN AFTER THE IRRIGATION WATER METER.
15. IRRIGATION CONTRACTOR SHALL REVIEW WINTERIZATION PROCEDURES FOR IRRIGATION SYSTEM WITH OWNERS REPRESENTATIVE.
16. ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.
17. INSTALL ALL VALVE BOXES 5' MINIMUM FROM ANY CURB.

IRRIGATION SYSTEM DESIGN PARAMETERS ⚠

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.

TOTAL IRRIGATION DAYS PER WEEK	2 DAYS
WATER WINDOW PER DAY	3 HRS

CONSTRUCTION NOTES

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.

IRRIGATION SLEEVE LEGEND ⚠

* ALL SLEEVES SHALL BE CLASS 200 PVC AND SIZED TWICE THE NOMINAL SIZE OF THE PIPE PASSING THROUGH, ALL CONTROL WIRE SLEEVES SHALL BE 2-INCH

IRRIGATED AREA COMPLIANCE TABLE

DESCRIPTION	AREA (sqf)	% of TOTAL
High-Volume Irrigation Area (e.g., Spray or Turf Zones)	0	0%
Low-Volume Irrigation Area (Drip + Tree Rings)	18,043.97	100%
Total Irrigated Area	18,043.97	100%

RECLAIMED WATER DEMAND

THE TOTAL ESTIMATED RECLAIMED IRRIGATION DEMAND FOR THE SITE IS 18,456 GALLONS PER WEEK, BASED ON ZONE FLOW RATES (GPM) AND WEEKLY RUNTIMES AS SHOWN IN THE VALVE SCHEDULE AND WATERING SCHEDULE.

IRRIGATION LEGEND

- POINT-OF-CONNECTION: REUSE WATER TAP PER LOCAL AND STATE 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: **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**
- F — PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0029 PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE. MOUNT IN 19" STANDARD VALVE BOX.
- 2" BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT0038 WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.

A1 — INDICATES CONTROLLER AND STATION NUMBER
14 — INDICATES LATERAL DISCHARGE (GPM)
1" — INDICATES VALVE SIZE (INCHES)
Turf — INDICATES LANDSCAPE APPLICATION

- C — IRRIGATION CONTROLLER UNIT WITH WEATHER BASED INTERNET CONNECTED COMMUNICATION HYDROPOINT MODEL #HYDROPOINT0016 - 18 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.

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IA CID # 383
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Web: www.hinesinc.com

cph
www.cphcorp.com
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

GALEN J. PUGH REGISTERED LANDSCAPE ARCHITECT LA0001522 STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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

No.	Date	Revision
1	12/23/25	PER CITY COMMENTS/INTERNAL REVIEW

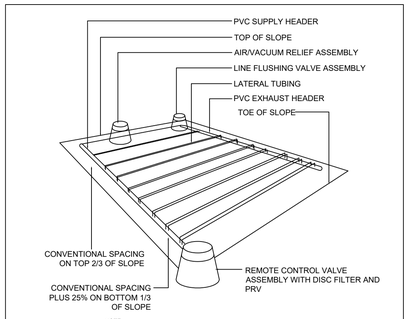
Designed: HINES
Drawn: HINES
Checked: HINES
Job No.: W131430
Date: 12/12/2025 © 2025

IRRIGATION LEGEND & NOTES

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

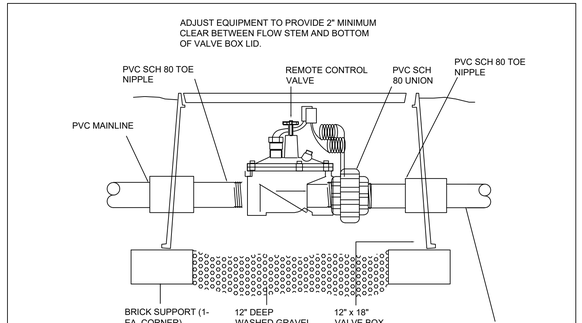
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Sheet No.
IR5.0



IN-LINE DRIP TUBING - INSTALLATION ON SLOPE

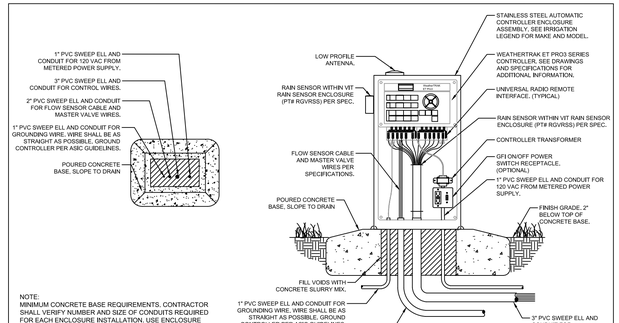
N.T.S.



NOTE: INSTALL ALL VALVE BOXES 5' MIN FROM ANY CURB.

REMOTE CONTROL VALVE (W/ 1-1/2" PRV)

N.T.S.



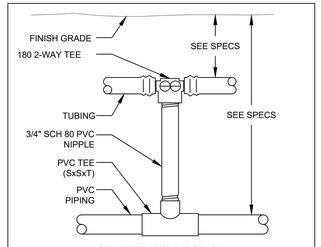
NOTE:
MINIMUM CONCRETE BASE REQUIREMENTS. CONTRACTOR SHALL VERIFY NUMBER AND SIZE OF CONDUITS REQUIRED FOR EACH ENCLOSURE INSTALLATION. USE ENCLOSURE MANUFACTURER'S TEMPLATE FOR PROPER LAG BOLT PLACEMENT. PROVIDE A MINIMUM 2" OF CONCRETE FROM LAG BOLT TO OPENING IN CONCRETE BASE FOR CONDUITS.

CONTROLLER TO BE OWNER PROVIDER, CONTRACTOR INSTALL.

09/21/16

WEATHERTRAK ET PRO3 16" FRONT ENTRY ENCLOSURE

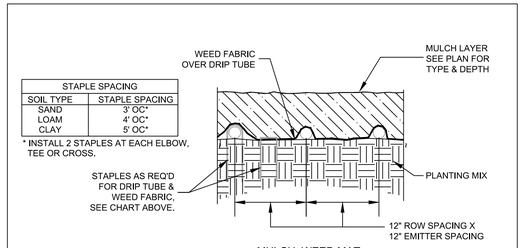
N.T.S.



STARTER CONNECTION (W/ PVC RISER)

N.T.S.

09/21/16



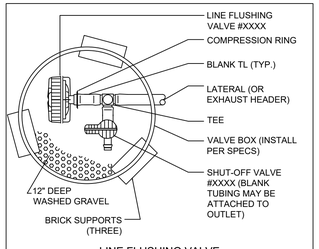
STAPLE SPACING	
SOIL TYPE	STAPLE SPACING
SAND	3' OC*
LOAM	4' OC*
CLAY	5' OC*

* INSTALL 2 STAPLES AT EACH ELBOW, TEE OR CROSS.

MULCH, WEED MAT AND DRIP LINE INSTALLATION

N.T.S.

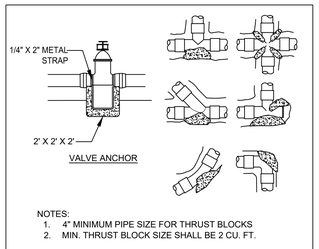
09/21/16



LINE FLUSHING VALVE (W/ SHUT-OFF VALVE)

N.T.S.

NOTE: INSTALL ALL VALVE BOXES 5' MIN FROM ANY CURB.

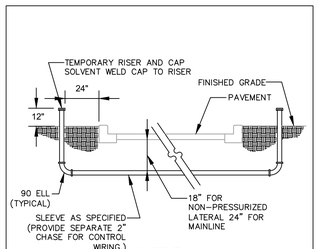


NOTES:
1. 4" MINIMUM PIPE SIZE FOR THRUST BLOCKS
2. MIN. THRUST BLOCK SIZE SHALL BE 2 CU. FT.

THRUST BLOCK DETAIL

N.T.S.

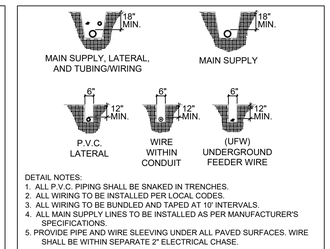
09/21/16



SLEEVE INSTALLATION DETAIL

N.T.S.

09/21/16

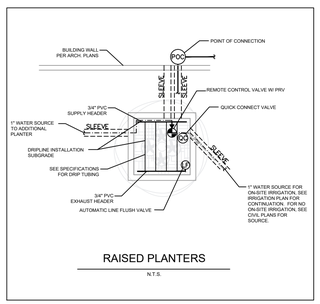


DETAIL NOTES:
1. ALL P.V.C. PIPING SHALL BE SNAKED IN TRENCHES.
2. ALL WIRING TO BE INSTALLED PER LOCAL CODES.
3. ALL WIRING TO BE BUNDLED AND TAPED AT 10' INTERVALS.
4. ALL MAIN SUPPLY LINES TO BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS.
5. PROVIDE PIPE AND WIRE SLEEVING UNDER ALL PAVED SURFACES. WIRE SHALL BE WITHIN SEPARATE 2" ELECTRICAL CHASE.

TRENCHING DETAIL

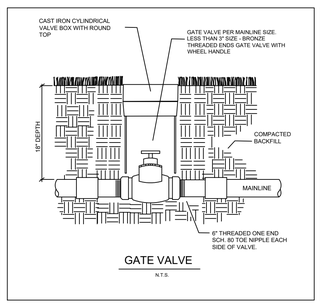
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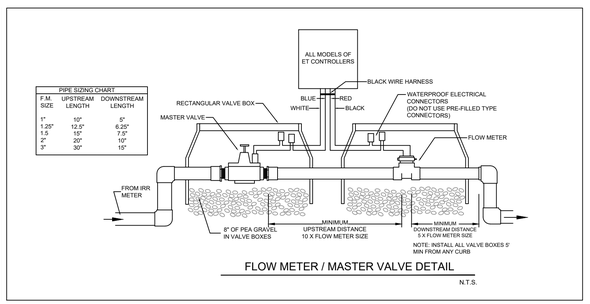
RAISED PLANTERS

N.T.S.



GATE VALVE

N.T.S.

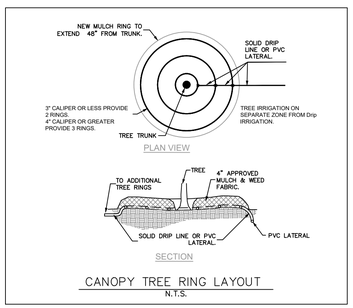


PIPE SIZING CHART		
F.M. SIZE	UPSTREAM LENGTH	DOWNSTREAM LENGTH
1"	10"	5"
1.25"	12.5"	6.25"
1.5	15"	7.5"
2"	20"	10"
3"	30"	15"

NOTE: INSTALL ALL VALVE BOXES 5' MIN FROM ANY CURB

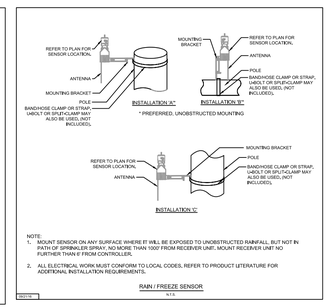
FLOW METER / MASTER VALVE DETAIL

N.T.S.



CANOPY TREE RING LAYOUT

N.T.S.



NOTE:
1. MOUNT SENSOR ON ANY SURFACE WHERE IT WILL BE EXPOSED TO UNOBSTRUCTED RAINFALL, BUT NOT IN PATH OF SPRINKLER SPRAY, NO MORE THAN 1000' FROM RECEIVER UNIT. MOUNT RECEIVER UNIT NO FURTHER THAN 6' FROM CONTROLLER.
2. ALL ELECTRICAL WORK MUST CONFORM TO LOCAL CODES. REFER TO PRODUCT LITERATURE FOR ADDITIONAL INSTALLATION REQUIREMENTS.

09/21/16

RAIN / FREEZE SENSOR

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GALEN J. PUGH LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522 REGISTERED

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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

No.	Date	Revision

Designed: HINES
Drawn: HINES
Checked: HINES
Job No.: W131430
Date: 12/12/2025 © 2025

IRRIGATION DETAILS

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
IR5.1

\\cph\pz\jobs\W131430\landscape\DWG\preliminarydesign\Plans\W131430 - IRR.dwg, 12/23/2025 11:41:21 AM, Michelle Aguilar,

MATERIALS SCHEDULE ⚠2

1	M	IRRIGATION WATER METER. SIZE INDICATED ON PLAN. PROVIDED BY THE SITE UTILITY CONTRACTOR, PER LOCAL CODES.
1		BRASS MASTER VALVE - HYDROPOINT #HYDROPOINT0038 WIRE INTO THE CONTROLLER MASTER VALVE STATION. MOUNT IN 19" STANDARD VALVE BOX.
1	F	PVC TEE TYPE FLOW SENSOR - HYDROPOINT #HYDROPOINT0029 PROVIDE 10X DIAMETER UP STREAM & 5X DIAMETER DOWN STREAM CLEAR PIPE. MOUNT IN 19" STANDARD VALVE BOX.
3		IRRIGATION ISOLATION VALVE. SIZE SAME SIZE AS PIPE. MOUNT IN 19" RECTANGULAR VALVE BOX WITH 8" NDS DRAIN PIPE EXTENSION AS NEEDED. 2.5" AND SMALLER - BRONZE THREAD ON TYPE WITH WHEEL HANDLE.
1	C	WEATHER BASED INTERNET CONNECTED PEDESTAL MOUNT CONTROLLER WITH RAIN SWITCH AND GROUNDING. HYDROPOINT MODEL #HYDROPOINT0016 HYDROPOINT RAIN SWITCH #HYDROPOINT0042
4	1"	IRRIGATION CONTROL VALVE. PLASTIC BODY WITH PRESSURE REGULATOR + FLOW CONTROL + VALVE ID TAG. RAINBIRD PESB-PRS VALVE SERIES, OR EQUAL.
3	1"	DRIP IRRIGATION VALVE, FILTER AND REGULATOR ASSEMBLY. 5-20 GPM (1") - RAIN BIRD CONTROL ZONE KIT (XCZ-PRB-100-COM) 15-62 GPM (1.5") - RAIN BIRD CONTROL ZONE KIT (XCZ-150-LCDR)
7	1.5"	
1,656 lf	-------	PVC MAIN LINE PIPE. CLASS 200, PVC. INSTALL 18" DEEP. 2.5" AND SMALLER, SOLVENT WELD PVC PIPE AND FITTINGS.
7,567 lf	———	PVC LATERAL LINE PIPE. INSTALL 12" DEEP. 3/4" AND LARGER, CLASS 200, PVC. 1/2" PIPE SIZE, CLASS 315, PVC. 2.5" AND SMALLER, SOLVENT WELD PVC PIPE AND FITTINGS.
2,156 lf		PVC SLEEVE PIPE. CLASS 200, PVC. SOLVENT WELD PVC PIPE AND FITTINGS.
15,208 sqf		DRIP EMITTER TUBING - .9 GPHX 12" EMITTER SPACING, AND 18" ROW SPACING. PVC PIPE SUPPLY AND EXHAUST HEADERS WITH AIR RELEASE VALVES, AND AUTO FLUSH VALVES IN VALVE BOXES PER HIGH, LOW, AND END POINTS OF THE TUBING. PROVIDE A 12" POP-UP SPRAY HEAD WITH THE NOZZLE SHUT OFF AS A SYSTEM OPERATION INDICATOR. USE PVC PIPE TO, AND BETWEEN, EACH PLANTING AREA. NETAFIM UNI-TECHLINE-CNL - 1 GPH - 12" OC, OR EQUAL.
120		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.

VALVE_SCHEDULE ⚠1

NUMBER	SIZE	TYPE	GPM
C1	1-1/2"	Area for Dripline	26.1
C2	1"	Tree	15.5
C3	1-1/2"	Area for Dripline	36.71
C4	1-1/2"	Area for Dripline	36.66
C5	1-1/2"	Area for Dripline	34.82
C6	1"	Area for Dripline	17.43
C7	1"	Tree	19
C8	1"	Area for Dripline	2.21
C9	1-1/2"	Area for Dripline	38.69
C10	1-1/2"	Area for Dripline	31.44
C11	1"	Area for Dripline	17.75
C12	1"	Tree	10
C13	1"	Tree	16
C14	1-1/2"	Area for Dripline	41.42

TURF IRRIGATION ZONES ARE HIGH WATER USE ZONES.
Drip IRRIGATION ZONES ARE LOW WATER USE ZONES.
TREE IRRIGATION ZONES ARE MEDIUM WATER USE ZONES.

WATERING_SCHEDULE ⚠2

NUMBER	TYPE	PRECIP	MIN./WEEK	GAL./WEEK
C1	Area for Dripline	1.44 in/h	50	1,305
C2	Tree	1.7 in/h	71	1,101
C3	Area for Dripline	1.44 in/h	50	1,835
C4	Area for Dripline	1.44 in/h	50	1,833
C5	Area for Dripline	1.44 in/h	50	1,741
C6	Area for Dripline	1.45 in/h	50	872
C7	Tree	1.7 in/h	71	1,349
C8	Area for Dripline	1.47 in/h	50	110
C9	Area for Dripline	1.44 in/h	50	1,934
C10	Area for Dripline	1.44 in/h	50	1,572
C11	Area for Dripline	1.44 in/h	50	887
C12	Tree	1.7 in/h	71	710
C13	Tree	1.7 in/h	71	1,136
C14	Area for Dripline	1.44 in/h	50	2,071
	TOTALS:		784	18,456

ALL NOZZLES AND EMITTERS ARE PRESSURE REGULATED AT THE MANUFACTURER'S RECOMMENDATIONS

Always call 811 two full business days before you dig
Sunshine811.com
www.sunshine811.com

MICAHEL L. PREVOST
IA CID # 383

THIS SHEET NOT VALID FOR CONSTRUCTION UNLESS STAMPED APPROVED

Hines Inc
SITE WATER ENGINEERING SERVICES
323 W. DRAKE RD, SUITE 204
FORT COLLINS, COLORADO 80526
Telephone: 970.282.1800
Web: www.hinesinc.com

cph
www.cphcorp.com
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

GALEN J. PUGH REGISTERED LANDSCAPE ARCHITECT STATE OF FLORIDA LA0001522

Galen J. Pugh, RLA
LA0001522
Dec 23, 2025

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

No.	Date	Revision
1	10/29/25	PER CITY COMMENTS/CPH REVIEW
2	12/23/25	PER CITY COMMENTS/INTERNAL REVIEW

Designed: HINES
Drawn: HINES
Checked: HINES
Job No.: W131430
Date: 12/12/2025 © 2025

IRRIGATION SCHEDULES

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

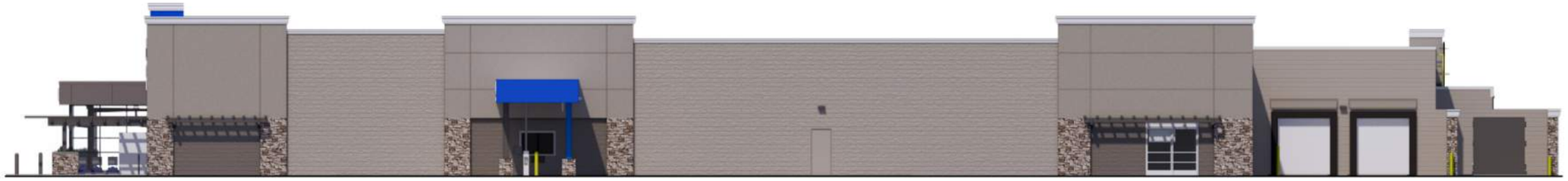
THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
IR5.2

\\cph\pz\jobs\W131430\landscape\DWG\preliminarydesign\Plans\W131430 – IRR.dwg, 12/23/2025 11:41:22 AM, Michelle Aguiar,



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



HFA | 09/16/25 | Ocoee Village Center, FL | Overall View at Front | B2



HFA | 09/16/25 | Ocoee Village Center, FL | View from Street | B3



HFA | 09/16/25 | Ocoee Village Center, FL | View from Parking Lot | B4

















HFA | 09/16/25 | Ocoee Village Center, FL | View from N. Lakewood Ave. & Banyan Cove Bvld. | B12



STAFF REPORT

Meeting Date: February 3, 2026
Item #: 3

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Approval of the Rocket Chimp Office Utility Easement. (Development Engineer Keaton)

Background Summary:
The Rocket Chimp Office project is located in Commission District 1, on the Northwest corner of Silverstar Road and North Bluford Ave (Across from Ocoee Plaza). As part of the Rocket Chimp Office project, water and sewer service lines were installed to provide domestic water, irrigation, and sewer service to the project. As a staff condition of site plan approval, the development agreed to provide a utility easement around the public portion of the water and sewer service lines located on the development parcel. The easement will allow the Utilities Department to access, operate, and maintain its utilities. See the attached utility easement document.

Issue:
Should the Honorable Mayor and City Commission accept the Utility Easement as provided by Rocket Chimp Office development?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve and authorize the Mayor to execute the Utility Easement for the Rocket Chimp Office development.

Attachments:
1. Utility Easement Document
2. Easement Sketch of Description

Financial Impacts:
There are no financial impacts to the City in accepting this Utility Easement.

Type of Item: Consent

PREPARED BY AND
RETURN TO AFTER RECORDING:

Tax Parcel identification number: 18-22-28-4100-00-160

UTILITIES EASEMENT

THIS UTILITIES EASEMENT (the **"Easement")** is made this 30th day of September, by Walter Raymond Real Estate, LLC, a Florida limited liability company, having a mailing address of 311 N Cumberland Ave. Ocoee, FL 34761 ("GRANTOR"), in favor of **CITY OF OCOEE,** a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 **("GRANTEE")**

WITNESSETH:

GRANTOR, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to GRANTEE a perpetual, non-exclusive utility easement to enter upon, construct and maintain, as GRANTEE deems necessary, a water meter, pipes, and related appurtenances (the **"Utility Improvements")** under and across that certain easement area more particularly described and depicted in the attached **Exhibit "A" (the "Easement Area")**

TO HAVE AND TO HOLD said Easement onto GRANTEE and its assigns forever, subject to all matters of record.

GRANTOR AGREES not to build, construct, install or create, nor permit others to build, construct, install or create any landscaping, fences, structures, shrubs/trees, or other obstructions within the Easement Area that would in any way hinder 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 (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 the GRANTEE'S ability to maintain or repair the Utility Improvements shall be restored at GRANTOR'S expense.

This Easement shall endure to the benefit and burden of both GRANTOR and GRANTEE, their successors, and assigns.

GRANTEE may at any time increase its use of the Easement, change of 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 or assigns, provided GRANTEE does not expand its use of the Easement beyond the Easement Area.

{Signatures on following page}

IN WITNESS WHEREOF, GRANTOR has caused this Easement to be executed in its name on the day and year first above written.

Signed, Sealed and Delivered in Presence
Of Witnesses:

Signature of First Witness

MATTHEW STEWART
Name of First Witness

Address: 48 CARRISBROOKE ST
OCOEE, FL 34761

Signature of Second Witness

BOB KIRKLEY
Name of Second Witness

Address: 2202 TOPPING PL
EUSTIS, FL 32726

By:
Name: Randy Chase
Title: OWNER

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me this Sept 30th day of September 2025 by Randy Chase who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Public:

Printed Name: KRISTIN SLACK

KRISTIN SLACK
NOTARY PUBLIC
MY COMMISSION
EXPIRES 1-10-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 214454

CITY:

Signed, sealed and delivered in the Presence of

CITY OF OCOEE, FLORIDA

By:_____

By:_____

Print Name:_____
Address:_____

By:_____

Attest:_____

Print Name:_____
Address:_____

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA

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

By:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this _____day of _____ by _____who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Public: _____

Printed Name: _____

Sketch of Description

10'x12' Utility Easement

Legal Description:

A PORTION OF LOT 16, RUBEN KEGLER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 118, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:

COMMENCE AT THE NORTHWEST CORNER OF LOT 16, RUBEN KEGLER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 118, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE, ALONG THE WESTERLY LINE OF SAID LOT 16, SOUTH 00°35'22" EAST, 11.00 FEET TO THE POINT OF BEGINNING;

THENCE, LEAVING SAID WESTERLY LINE OF SAID LOT 16, NORTH 89°19'50" EAST, 10.00 FEET; THENCE SOUTH 00°35'22" EAST, 12.00 FEET; THENCE SOUTH 89°19'50" WEST 10.00 FEET TO THE WESTERLY LINE OF SAID LOT 16; THENCE, ALONG SAID WESTERLY LINE OF SAID LOT 16, NORTH 00°35'22" WEST 12.00 FEET TO THE POINT OF BEGINNING;

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement		
F.E.M.A.	- Federal Emergency Management Agency	PT	- Point of Tangency
		R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	△	- Delta (Central Angle)
P.B.	- Plat Book	-X-	- Chain Link Fence
-▫-	- Wood Fence		

This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 10/02/25	Sketch and Description Certified To:
Drawn By: JW	CENTRAL FLORIDA SITE PROS, INC.
Approved By: PKI	
Field: N/A	

-Notes-

>Sketch is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

PATRICK IRELAND CERTIFICATE NO. 6637 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Patrick K. Ireland FOR THE FIRM

Patrick K. Ireland PSM 6637 LB 7623

Date Signed: 10/02/25

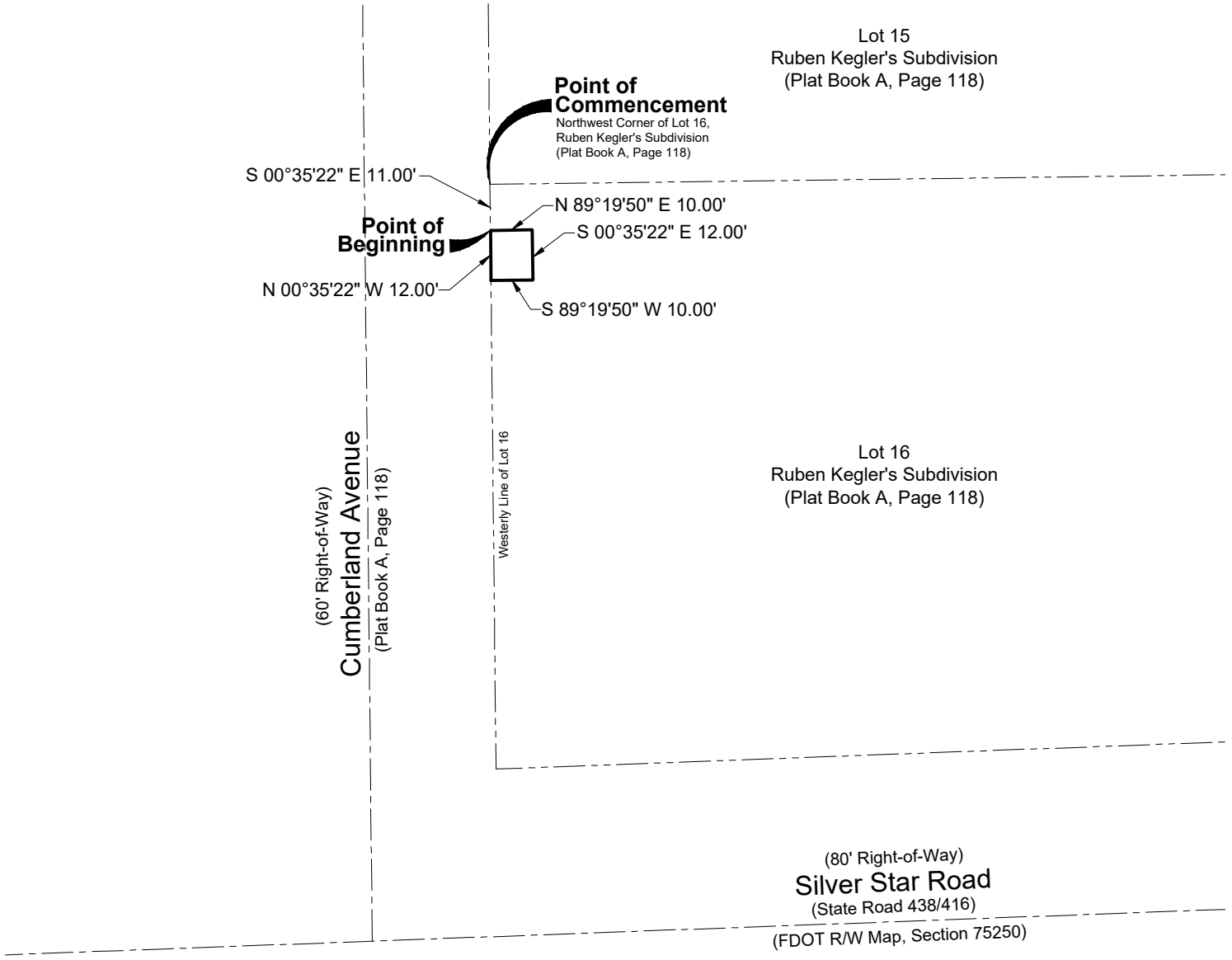
This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.

File No. IS-44387

Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

Sketch of Description

10'x12' Utility Easement



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Sketch of Description

21'x22' Utility Easement

Legal Description:

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THENCE, LEAVING SAID WESTERLY LINE OF SAID LOT 16, NORTH 89°19'50" EAST 22.00 FEET; THENCE SOUTH 00°35'22" EAST 21.00 FEET; THENCE SOUTH 89°19'50" WEST 22.00 FEET TO THE WESTERLY LINE OF SAID LOT 16; THENCE, ALONG SAID WESTERLY LINE OF SAID LOT 16, NORTH 00°35'22" WEST 21.00 FEET TO THE POINT OF BEGINNING;

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
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ORB	- Official Records Book	WM	- Water Meter
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P.B.	- Plat Book	-X-	- Chain Link Fence
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Sketch Date: 10/02/25	Sketch and Description Certified To:
Drawn By: JW	CENTRAL FLORIDA SITE PROS, INC.
Approved By: PKI	
Field: N/A	

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>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
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PATRICK IRELAND CERTIFICATE NO. 6637 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Patrick K. Ireland FOR THE FIRM

Patrick K. Ireland PSM 6637 LB 7623

Date Signed: 10/02/25

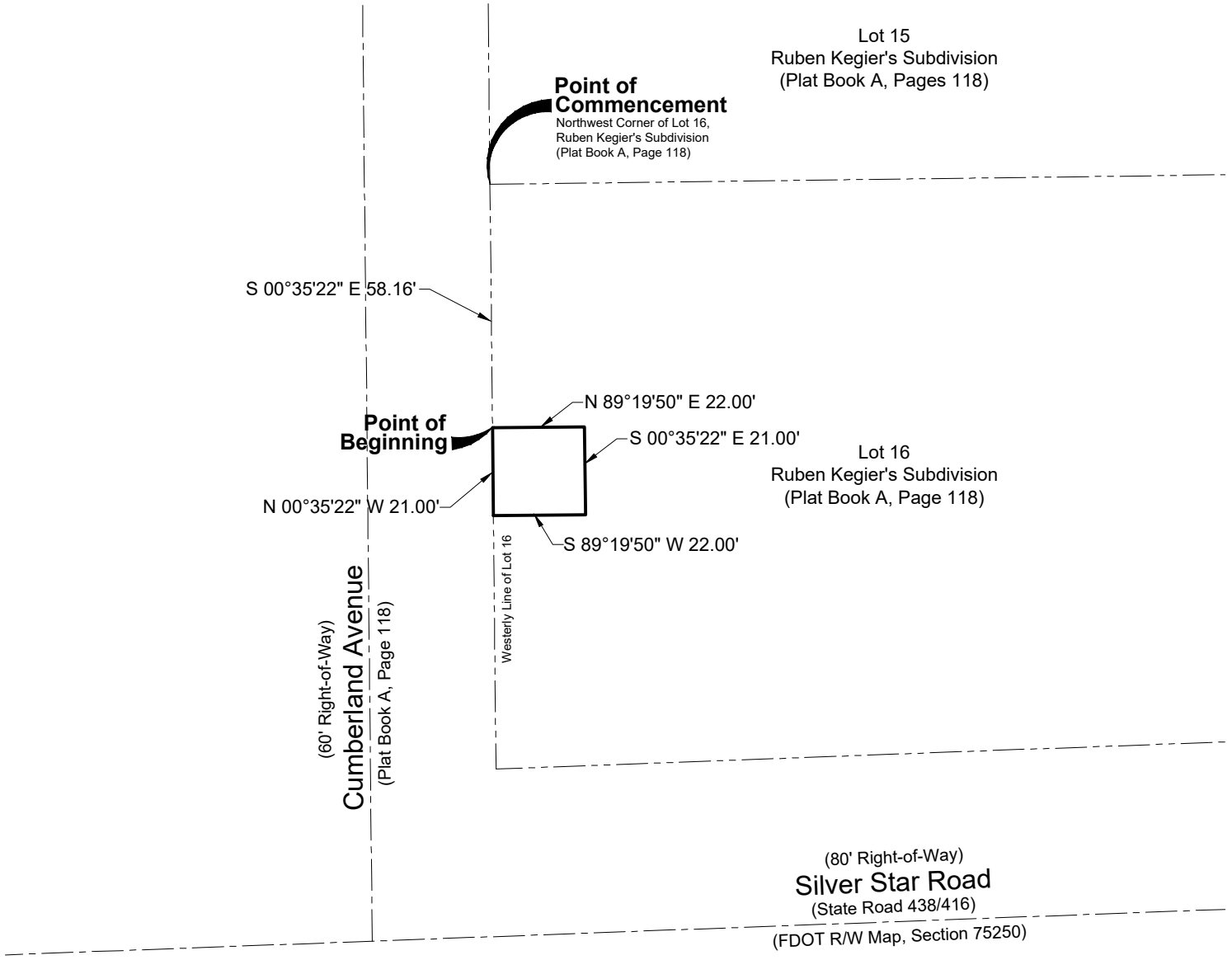
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Sketch of Description

21'x22' Utility Easement



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STAFF REPORT

Meeting Date: February 3, 2026
Item #: 4

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval of a 60-day Extension to the Temporary Operator Agreement with SSS Down To Earth OPCO LLC, Extending the Term from March 1, 2026, to May 1, 2026, for Interim Operation of the Forest Lake Golf Course. (Parks and Leisure Director Johnson)

Background Summary:

On April 1, 2025, the City Commission selected SSS Down To Earth OPCO LLC (DTE), to take over the Forest Lake Golf Course Interim operations. DTE was selected from three (3) qualified local vendors to take over the Golf Course's interim operations from May 1, 2025, to October 31, 2025, with additional 30-day and 90-day extensions approved by the commission for DTE to continue as interim operator through February 28, 2026. The attached agreement extends the current operator through May 1, 2026, to allow implementation of the decisions made from the workshop on operations planning for Forest Lake Golf. The agreement remains unchanged and does not include any changes in compensation.

Issue:

Should the Honorable Mayor and City Commission approve a 60-day extension to the Temporary Operator Agreement with SSS Down To Earth OPCO LLC, extending the term from March 1, 2026, to May 1, 2026, for interim operation of the Forest Lake Golf Course?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve a 60-day extension to the Temporary Operator Agreement with SSS Down To Earth OPCO LLC, extending the term from March 1, 2026, to May 1, 2026, for interim operation of the Forest Lake Golf Course.

Attachments:

1. Third Amendment to Management Agreement

Financial Impacts:

No budgetary impact.

Type of Item: Consent

THIRD AMENDMENT TO MANAGEMENT AGREEMENT
FOREST LAKE GOLF CLUB

This First Amendment to Management Agreement (this "**Amendment**") is made and entered into effective as of _____, 2026 (the "**Effective Date**"), by and between the **CITY OF OCOEE**, a Florida municipal corporation ("**Owner**" or "**City**"), and **SSS TWIN RIVERS OPCO LLC**, an Ohio limited liability company, doing business as DTE Golf ("**Manager**").

RECITALS

WHEREAS, Owner and Manager entered into that certain Management Agreement for the Forest Lake Golf Club effective as of April 22, 2025 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Term is scheduled to expire on October 31, 2025, unless extended or earlier terminated; and

WHEREAS, Owner and Manager desire to amend the Agreement to extend the Term.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Extension of Term.** Section 1 (n) of the Agreement is hereby amended to provide a new Expiration Date of **May 31, 2026**, unless earlier terminated in accordance with the Agreement.
2. **No Other Changes.** Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
3. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

OWNER:

CITY OF OCOEE, a Florida municipal corporation

ATTEST:

By:_____

_____
Melanie Sibbitt, MMC
City Clerk

Date:_____

(SEAL)

APPROVED BY THE CITY OF OCOEE COMMISSION IN A MEETING HELD ON _____, 2026 UNDER AGENDA ITEM No. __

FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE, FLORIDA
Approved as to form and legality this
__ day of _____, 2026

Fishback Dominick LLP

By: _____
Rick Geller, City Attorney

[Signature page of Amendment by Manager]

MANAGER:

SSS TWIN RIVERS OPCO LLC,
an Ohio limited liability company

By: _____
Signature Date

_____
Print Name Title

STAFF REPORT

Meeting Date: February 3, 2026
Item #: 5

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of a Memorandum of Agreement between the Florida Department of Corrections and Ocoee Police Department. (Police Chief Ogburn)

Background Summary:
The Orange County criminal justice partners have developed a collaborative agreement to improve public safety and enhance offender supervision throughout the county. The agreement seeks approval for the Ocoee Police Department to formally participate in this partnership, designed to strengthen the administration of criminal justice and reentry services. Through improved communication, efficient information exchange, and coordinated problem-solving, the agreement focuses on reducing recidivism, enhancing offender accountability, and maximizing the use of shared resources. Each participating entity retains responsibility for its own personnel and administrative operations while committing to mutual goals that benefit the broader community.

Under the agreement, the Florida Department of Corrections will undertake several operational responsibilities to support the Ocoee Police Department in managing offenders within the City of Ocoee. These responsibilities include identifying high- and at-risk offenders, sharing timely information such as addresses, criminal histories, and supervision conditions, and conducting field administrative supervision duties. The Department will also provide warrants, perform warrantless arrest procedures when appropriate, and participate in ride-a-longs with Ocoee officers to ensure familiarity with the locations, behaviors, and supervision requirements of community control offenders, sexual offenders, sexual predators, and other high-risk individuals.

The agreement further outlines the duties requested of the Ocoee Police Department, pending City Commission approval. These responsibilities include assisting probation officers with field operations, warrant and warrantless arrests, surveillance of high-risk offenders, and ensuring safety during administrative searches. The Department is also asked to assist with transporting offenders, securing property seized during searches, and communicating violations observed by Ocoee officers. Both agencies agree to jointly pursue public-safety initiatives, coordinate reentry support services, share information, and avoid duplication of efforts. By approving this contract, the City Commission would authorize the Ocoee Police Department to participate in this partnership formally, ensuring continued collaboration that enhances community safety and strengthens offender reentry efforts throughout Orange County.

This agreement shall be in effect for a period of five (5) years, beginning on April 29, 2026, and ending on April 28, 2031.

Issue:
Should the Honorable Mayor and City Commission approve the Memorandum of Agreement with the Department of Corrections in sharing information and assisting them in enforcement efforts?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve the Memorandum of Agreement with the Department of Corrections in sharing information between the agencies and assist them in their enforcement efforts.

Attachments:
None

Financial Impacts:
There is no financial impact to the City of Ocoee.

Type of Item: Consent

STAFF REPORT

Meeting Date: February 3, 2026
Item #: 6

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Project Awarded Funding under the Hazard Mitigation Grant Program (HMGP). (Public Works Director Krüg)

Background Summary:

The Federal Emergency Management Agency (FEMA) has provided funding to the Florida Department of Emergency Management (FDEM) for activities that develop mitigation plans and rebuild in ways that reduce or mitigate future disaster losses in their communities. In turn, FDEM has made available Hazard Mitigation Grant Program (HMGP) funds following Hurricane Ian (4673-DR-FL) and awarded the City of Ocoee $14,720.46 for Phase I of the Roper Pkwy and Capitol Court Drainage Improvement Project, to complete engineering designs and calculations, surveys, permitting, notices, and bidding for the project.

Deliverables funded by the Phase I award will be submitted to FDEM for approval. Once approved, Phase II construction may begin and an additional $800,397.97 will be awarded. The Phase II funding award, and the $486,627.00 awarded to the City under the Community Development Block Grant — Disaster Recovery (CDBG-DR), are anticipated to fully cover the project costs of the Roper Parkway and Capitol Court Drainage Improvement Projects that will result in a flood risk reduction to the community.

Public Works recommends approval of HMGP funding for the Roper and Capitol Drainage Improvement Project.

Issue:

Should the Honorable Mayor and City Commission approve the project awarded under the Hazard Mitigation Grant Program (HMGP)?

Recommendations:

Staff recommends the Honorable Mayor and City Commission,

1. Approve the project awarded funding under the Hazard Mitigation Grant Program (HMGP),
2. Approve the terms of the hazard mitigation grant agreement with the Florida Division of Emergency Management, and
3. Authorizes the Mayor, City Clerk, and staff to execute this hazard mitigation grant agreement.

Attachments:

1. Award Letter
2. Budget Estimates
3. Subaward and Grant Agreement

Financial Impacts:

There is no financial impact at this time as the City prepares to put the project out to bid and is expected to receive additional funding from the Community Development Block Grant (CDBG) for the infrastructure project.

Type of Item: Consent

Burch, Hseth

From: Haley Doordan <Haley.Doordan@em.myflorida.com>
Sent: Wednesday, January 14, 2026 12:43 PM
To: Burch, Hseth
Cc: Rita Knaff; Charlotte Bellamy; Samantha Chaganis; Ruby Elliott; D'ondra Denson
Subject: 4673-326-R - For Execution (01-14-26)
Attachments: 4673-326-R_For_Sub-Recipient_Signature(01-14-26).pdf

Hseth Burch
Staff Engineer
301 Maguire Road
Ocoee, Florida 34761

REF Project #4673-326-R
City of Ocoee, Roper Parkway, Flood Risk Reduction
Contract #H1268
Request for Review and Approval

The proposed contract is being forwarded to you electronically, if you have any questions or concerns please contact me immediately.

The Florida Division of Emergency Management (FDEM) is pleased to inform you that the request for the project listed above has been approved. Please note that this is an eligible cost-reimbursement contract. The Sub-Recipient may submit quarterly requests for payment throughout the project process, consistent with the terms of the contract.

Attached is your copy of the proposed contract between the **City of Ocoee** and the Division of Emergency Management.

Please have the contract, FFATA Form (Attachment I), Certification Regarding Lobbying (Attachment K), FACTS Form (Attachment L), and Foreign Country of Concern Affidavit (Attachment M) completed and/or electronically signed by the official representative and return to FDEM Mitigation via email by clicking Reply All. It is no longer necessary to send hard copies of the contract back to FDEM.

(If you are a "governmental entity" as defined in section 287.138(d), Florida Statutes, you are not required to complete Attachment M. However, any entity subcontracted by a governmental entity under this agreement MUST complete and sign Attachment M prior to reimbursement.)

Official Representatives*:

County	*Chairman of the Board of Commissioners*
City	*Mayor*
Indian Tribe	*Chief or President*
Water Management District	*Chairman*
Non-Profit	*Chairman of the Board or President*

If there is an official that is not listed above who is authorized to sign the contracts for your organization, please **provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.*

The electronically signed contract should then be sent via email to your grant specialist. Full execution should be no later than sixty (60) days after receipt of this e-mail for final execution. The fully executed contract sent via email will be returned to you for your files.

Submit the electronic copy of the contract to:
Haley Doordan
Financial Specialist
Haley.Doordan@em.myflorida.com
REF: 4673-326-R Contract

If you have questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at **850-400-8876** or email at **Rita.Knaff@em.myflorida.com.**

Thank you,

Rita Knaff
Project Manager | Bureau of Mitigation
Florida Division of Emergency Management
Phone: (850) 400-8876
Rita.Knaff@em.myflorida.com

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes is a public record and will be made available to the public upon request.

Roper and Capitol Drainage Improvement Project

Budget Estimates

Table 1 Project Budget Breakdown

Project Component	Roper Parkway	Capitol Court	Combined Costs for Both Locations
Materials	$301,309.62	$699,692.08	$1,001,001.70
Labor	—	—	$150,737.60
Fees (Phase I and Phase II)	—	—	$30,259.00
Sub-total Project Cost *(rounded)*	—	—	$1,181,999.00
Contingency (5%)	—	—	$57,964.00
Total Project Cost	—	—	$1,239,963.00

Table 2 Project Cost Share

	Funding Share	Percent
Federal Share (HMGP)	$753,336.00	60.754716068%
Non-Federal Share (CITY)†	$486,627.00	39.245283932%
TOTAL Funding	$1,239,963.00	100%

†City awarded $486,627.00 as a subrecipient under Orange County by Community Development Block Grant Disaster Recovery (CDBG-DR) to cover City Share.

Table 3 Phased Project Budget

Project Budget	
Phase I Subtotal	$22,715.00
Phase II Subtotal	$1,217,248.00
Final Budget	$1,239,963.00

Table 4 Cost Share per phase plus HMGP funded Subrecipient Management Costs (SRMC)

Phase I Budget	
Project Costs	$22,715.00
Federal Share	$13,800.43
Local Share	$8,914.57
SRMC	$920.03

Phase II Budget	
Project Costs	$1,217,248.00
Federal Share	$739,535.57
Local Share	$477,712.43
SRMC *	$60,862.40

*Anticipated Phase II SMRC based on max, 5% of project cost.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Ocoee
PROJECT #:	4673-326-R
PROJECT TITLE:	City of Ocoee, Roper Parkway, Flood Risk Reduction
HMGP CONTRACT #:	H1268
SM CONTRACT #: (if applicable)	
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Hseth Burch Staff Engineer 301 Maguire Road Ocoee, Florida 34761

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Ocoee** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 400-8876 or email me at **Rita.Knaff@em.myflorida.com**.

Agreement Number: **H1268**

Project Number: **4673-326-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Ocoee
Sub-Recipient's unique entity identifier (UEI/FEIN):	PW36JGN235S7 / 59-6019764
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	December 12, 2025
Subaward Period of Performance Start and End Date:	February 17, 2023 – December 31, 2026
Amount of Federal Funds Obligated by this Agreement:	$14,720.46
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$14,720.46
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$14,720.46
Federal award project description (see FFATA):	Flood Risk Reduction
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Rita.Knaff@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Ocoee, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Rita Knaff
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-400-8876
Email: Rita.Knaff@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Hseth Burch
   Staff Engineer
   301 Maguire Road
   Ocoee, Florida 34761
   Telephone: 407-905-3170
   Email: hburch@ocoee.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on February 17, 2023 and shall end on December 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$14,720.46**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “Except in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF OCOEE

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$14,720.46**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is flood risk reduction of LF Roper Parkway and Capitol Court in Ocoee, Orange County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-326-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Ocoee, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements to residential and non-residential structures located in the western portion of the Lake Lotta Basin located in Ocoee, Florida 34761, near the intersection of LF Roper Parkway and Capitol Court.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the existing stormwater conveyance by upsizing the restrictive culverts causing water to stage upstream. The project includes the installation of one (1) 60-inch diameter pipe at the LF Roper Parkway crossing and one (1) 60-inch diameter pipe at the Capitol Court crossing. Currently, the 24-inch pipe installed at an adverse slope at LF Roper Parkway and the 42-inch pipe installed at Capitol Court results in a 2.3-5-foot head loss across the culverts contributing to flooding in the neighboring communities including Winter Garden, Ocoee's West Orange Industrial Park, and the Manheim Auto Auction. Project shall address the lack of capacity of the existing system historically causing commercial properties and residents to experience repetitive losses due to flooding.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	222 Capitol Court, Ocoee, Florida 34761	(28.560308, -81.553676)
2)	551 LF Roper Parkway, Ocoee, Florida 34761 and 450 Enterprise Street, Ocoee, Florida 34761	(28.561194, -81.556639)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, flood risk reduction study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the flood risk reduction. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans / bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

e) Color maps including topographical, aerial, and ground disturbance.

f) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

g) Color photographs of the project area and areas of ground disturbance.

h) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

i) Copy of the United States Army Corps of Engineers (USACE) or FDEP Section 404 permit or No Permit Required notification from the appropriate permitting agency.

j) Copy of the floodplain permit or notification of No Permit Required from the local floodplain administrator.

k) A letter from the professional of record stating if the project will have any upstream or downstream impacts.

l) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II review and approval, to implement measures for flood risk reduction at LF Roper Parkway and Capitol Court, Ocoee, Florida 34761.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
    a) Consultation with the United States Army Corps of Engineers (USACE) or the Florida Department of Environmental Protection (FDEP) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.
    b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
    c) Copy of the local floodplain permit or No Permit Required notification from the local floodplain administrator.
4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:

a) Color maps including topographical and aerial with the project location clearly marked.

b) Color photographs of any area with ground disturbance (electronic).

c) Indicate if project site is located within a designated historic district or historic neighborhood.

d) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas. The total impacted area should also be indicated on the map.

e) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

f) Previous and current use of proposed project area.

g) Any known site work or historic uses for the proposed location.

h) Any available studies that may have taken place on the property.

5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

10) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-326-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on December 12, 2025; with a Pre-Award date of March 24, 2023; and the Period of Performance for this project shall end on **December 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	3	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	**12**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$19,675.00	$11,953.49	$7,721.51
**Pre-Award:	$3,040.00	$1,846.94	$1,193.06
Initial Agreement Amount:	**$22,715.00**	**$13,800.43**	**$8,914.57**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$22,715.00**	**$13,800.43**	**$8,914.57**
****SRMC**			
SRMC:	$0.00	$0.00	
SRMC-Pre-Award:	$920.03	$920.03	
SRMC Total:	**$920.03**	**$920.03**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***This project has a Pre-Award, approved by FEMA in the amount of $3,040.00 project costs with a start date of **March 24, 2023**.*

******* This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $920.03 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $920.03, with a start date of **February 17, 2023**.*

Funding Summary Totals

Federal Share:	$13,800.43	(60.754716068%)
Non-Federal Share:	$8,914.57	(39.245283932%)
Total Project Cost:	**$22,715.00**	**(100.00%)**

SRMC (100% Federal)	$920.03

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Ocoee

REMIT ADDRESS: City of Ocoee, 1 N. Bluford Avenue

CITY: Ocoee STATE: Florida ZIP CODE: 34761

PROJECT TYPE: Flood Risk Reduction PROJECT #: 4673-326-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1268

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 60.754716068%	Obligated Local Non-Federal 39.245283932%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Ocoee PAYMENT #:

PROJECT TYPE: Flood Risk Reduction PROJECT #: 4673-326-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1268

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF OCOEE

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Ocoee **PROJECT #:** 4673-326-R

PROJECT TYPE: Flood Risk Reduction **CONTRACT #:** H1268

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Ocoee
Sub-Recipient's Name

H1268
DEM Contract Number

4673-326-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-326-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 14,720.46

OBLIGATION/ACTION DATE: December 12, 2025

SUBAWARD DATE (if applicable):

UEID/SAM#: PW36JGN235S7

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements to residential and non-residential structures located in the western portion of the Lake Lotta Basin located in Ocoee, Florida 34761, near the intersection of LF Roper Parkway and Capitol Court.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the existing stormwater conveyance by upsizing the restrictive culverts causing water to stage upstream. The project includes the installation of one (1) 60-inch diameter pipe at the LF Roper Parkway crossing and one (1) 60-inch diameter pipe at the Capitol Court crossing. Currently, the 24-inch pipe installed at an adverse slope at LF Roper Parkway and the 42-inch pipe installed at Capitol Court results in a 2.3-5-foot head loss across the culverts contributing to flooding in the neighboring communities including Winter Garden, Ocoee's West Orange Industrial Park, and the Manheim Auto Auction. Project shall address the lack of capacity of the existing system historically causing commercial properties and residents to experience repetitive losses due to flooding.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	222 Capitol Court, Ocoee, Florida 34761	(28.560308, -81.553676)
2)	551 LF Roper Parkway, Ocoee, Florida 34761 and 450 Enterprise Street, Ocoee, Florida 34761	(28.561194, -81.556639)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

STAFF REPORT

Meeting Date: February 3, 2026
Item #: 7

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval to Purchase Emergency Generator for the Ocoee Regional Law Enforcement Training Facility. (Public Works Director Krüg)

Background Summary:

On May 6th, 2025, the City Commission approved the contract with Fortress Secured, LLC (Fortress) to construct the Regional Law Enforcement Training Facility (RLETF). Following a review of the costs for providing the emergency generator, it was determined the City could save approximately $40,000.00 by purchasing the equipment through the City's Sourcewell cooperative purchasing membership. Public Works is requesting approval to purchase the generator from Zabatt Power Systems through their Sourcewell contract for $109,967.85. The RLETF contract with Fortress includes a $150,000.00 line item to furnish and install a generator which will be deducted from the contract through a change order in the near future. Public Works recommends approval to purchase the generator from Zabatt for the RLETF.

Issue:

Should the Honorable Mayor and City Commission approve the purchase of the emergency generator for the Regional Law Enforcement Training Facility through Zabatt Power Systems?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the purchase of the emergency generator for the Regional Law Enforcement Training Facility through the Sourcewell contract with Zabatt Power Systems for $109,967.85 and authorize City Manager and staff to approve change orders to the purchase per the Purchasing Policy as funded in the project.

Attachments:

1. RLETF Generator Zabatt Estimate - SO174975 rev 3
2. RLETF Approved Submittal 263213-1.1 2023-P010 Ocoee LE Generator SGM REV 01.15.2026 A

Financial Impacts:

There is adequate funding in the project under job# P000353 and a deductive change order will be issued to the contractor to less out the $150,000.00 from the contract.

Type of Item: Consent

CORPORATE OFFICE
4612 Highway Ave
Jacksonville, FL 32254
www.Zabatt.com
(800) 366-1323

Date: December 19, 2025
Salesman: Anthony Bonavire - ZPS
Customer: City of Ocoee
Project Name: City of Ocoee Proposed PD budget
Estimate #: SO174975 Rev: 3 (Sourcewell Contract # 092222-GNR)
**Estimate expires 15 days from issue date*

GENERAC

CBC1257077
EC13013144

WE ARE PLEASED TO OFFER THE FOLLOWING ESTIMATE FOR YOUR PROJECT

Quantity 1 - Generac Industrial generator, consisting of the following features and accessories:
38 - 40 WEEK ESTIMATED LEAD TIME*
***Lead time:**
-Is estimated and subject to change
-Does not include transit time

SD175
Stationary Emergency-Standby rated
175kW Rating
120/208 VAC three phase, 60Hz
Diesel
PMG
Level 1 Acoustic Enclosure, Steel
DSE G8601 Digital Genset Controller
600 amp 100% rated LSI Electronic MLCB
- w/ std factory lugs
- w/ shunt trip & aux contacts

10 Amp Battery Charger
Battery, battery rack & cables
705 gallon UL142 DW sub-base tank (approx. 52 hr runtime @ full load)
- Emergency vent
- FDEP compliant w/C Channel

Coolant Heater
Pad type isolators, loose
21 Light Annunciator – Surface
Flush Mount Annunciator Kit
Remote Emergency Stop Switch, break-glass, shipped loose
Std set of 3 Manuals
UL2200
EPA Certified

Quantity 1 - Automatic Transfer Switch
18 - 20 WEEK ESTIMATED LEAD TIME*
***Lead time:**
-Is estimated and subject to change

CORPORATE OFFICE
4612 Highway Ave
Jacksonville, FL 32254
www.Zabatt.com
(800) 366-1323

-Does not include transit time

TX Series
Rated at 600 Amp
208 Volt, 3 Phase, 3 Pole
Service Entrance Rated
Auxiliary contacts
Signal before transfer
Programmable exerciser
Strip heater
NEMA 3R Enclosure

ONE LINK COMMERCIAL

Remote monitoring system:
- Email / text alerts for selected alarms
- Cellular connectivity
- Password protected Web Portal featuring real-time status and access to 1 week historical data
- Remote start/stop capability
- Includes parts, labor, programming, and training
-1 Year warranty (from date of install)
-1 Sim card (for cellular monitoring)
-Includes 1 One year of cellular service (recurring fee thereafter)

Note: Hardwired, Ethernet cable from customer network to equipment panel is not included

MISCELLANEOUS

NFPA 110 On-Site Start Up and Testing
2 Hour Resistive Load Bank Test (Performed Onsite)
1 Year Quarterly Maintenance Agreement, consists of (1) Major and (3) Minor visits per year
FOB Origin, full freight allowed to first destination

WARRANTY

Generator: Comprehensive 5-Year Warranty (from date of performing start up)
ATS: Standard 1 Year Warranty (from date of shipment from factory)

THE FOLLOWING IS NOT INCLUDED

Fuel
Concrete Pad
Electrical and Mechanical Installation
Distribution panel and circuit breakers
Not AHCA Compliant

CORPORATE OFFICE
4612 Highway Ave
Jacksonville, FL 32254
www.Zabatt.com
(800) 366-1323

PRICE

$109,967.85 Plus Applicable Sales Tax

Built in discount of 2.5% has been applied to estimate for payments that are remitted as cash, check, EFT or wire transfer.

Due to the uncertainty of costs for our products, based on potential tariffs, this price is an estimate and subject to change.

(see above) Estimated Lead Time*

*Does not include transit time. Lead time is estimated and subject to change.

CORPORATE OFFICE
4612 Highway Ave
Jacksonville, FL 32254
www.Zabatt.com
(800) 366-1323

COMPLIANCE REVIEW

Zabatt Power System's estimate to provide the standby generator package meets or exceeds the intent of the specification sections provided with the exception of the following: No engineering specification provided Electrical One-Line Diagram not provided All dimensions are approximate for estimating purposes ONLY *****Request installation drawings***** Zabatt is an equipment supplier. It is the responsibility of the Specifying Engineer, Installing Contractor or End User to ensure that the equipment is selected and installed in accordance with Local and National codes.

CHANGES, CANCELLATIONS & RETURNS

Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).

DELIVERY, SHIPMENTS, & CLAIMS (to include Warranty)

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.

PRICE & MINIMUM BILLING

Price shall be in accordance with rates currently in effect at the time the estimate is received and shall expire on the date described in said estimate. All estimates for services, parts, equipment, and labor will be issued in writing and have a system generated estimate number. Verbal estimates are not valid and should not be accepted. A signed copy of the estimate must be on file before any work can be performed. Signature on said estimate shall serve as the customer's acceptance Zabatt's billing guidelines and rates. Labor prices on estimates are good for a period of (15) fifteen days from the date of issue unless otherwise specified. Parts and equipment prices are subject to change and billed at the current price at the time of purchase unless otherwise specified. All regular service calls and emergency calls within normal hours will be billed for a minimum of one hour of labor and ten miles of travel. All emergency after-hour calls will be billed for a minimum of four hours labor and ten miles of travel.

CREDIT & PAYMENT TERMS

Commercial customers who have not established a credit account with Zabatt must make payment arrangements before goods are delivered or a technician is dispatched. No credit terms will be extended to end-users. We cannot accept payment on site but must have a signed credit card authorization on file in order to perform any service work

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on new accounts. No work will be performed for, or product delivered to, customers who are on credit hold. This hold includes any emergency repairs and warranty work that may be required. Account must be paid in full or alternate means of payment must be coordinated and approved before work is performed or product is delivered. Service Rate Definitions and Conditions are available as a separate document.

AGREEMENT

This agreement consists of, and is limited to, a qualified technician performing scheduled maintenance in accordance with the manufacturer's recommendations. Zabatt, Inc will not be held liable for damages to the equipment or property as a result of equipment failure caused by any of, but not limited to, the following circumstances: improper or unauthorized operation; normal wear and tear or damage due to overloading; vandalism, theft or acts of a third party; acts of nature; failure to perform services due to hazardous conditions and other causes beyond the control of Zabatt Inc.

Signature and acceptance of this estimate constitutes agreement to comply with Zabatt's terms and conditions as attached

Customer: City of Ocoee
Estimate: SO174975 / **Date Issued:** December 19, 2025

_____
Signature of Zabatt Representative
Anthony Bonavire - ZPS
tony.bonavire@zabatt.com

_____
Date

_____
City of Ocoee
Authorized Signature

_____
Printed Name

_____
Date

_____
PO Reference Number

SGM ENGINEERING
MEP CONSULTING ENGINEERS

Orlando, Florida
Tampa, Florida

Miami, Florida

935 Lake Baldwin Lane
Orlando, FL 32814

Tel: 407-767-5188
Fax: 407-767-5772
sgmeng@sgmengineering.com

Letter of Transmittal

TO: JL2 Architecture

,
( ) - 0 FAX:

PROJ #: 2023-378

PROJECT: Ocoee Law Enforcement Training Facility

ATTN: Jeremy Cox

COPIES TO:

DATE: January 15, 2026

WE TRANSMIT: Herewith

FOR YOUR: Use

THE FOLLOWING: Shop Drawings/RFI

Via:
- E-mail
- Delivery
- Pick Up
- Overnight
- Second Day
- FAX

Corrections or comments made on equipment submittals or shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions: selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades and performing his work in a safe and satisfactory manner.

Submittal Item	Copies	Action	Reviewed By
Engine Generators	1	Reviewed	Mark E II

PREPARED BY: **Kelsey Kappas**
Administrative Assistant

SUBMITTAL COVER SHEET

NOTE:

The following information is required and shall accompany all project submittals.

Submittals received without this cover sheet shall be deemed incomplete and will not be reviewed.

CONTRACTOR'S SUBMITTAL NO:	#263213-1.1
SUBMITTED ITEM(S) / TITLE:	Generator
SPEC. SECTION / DRAWING REF.:	263213
SUBMITTING CONTRACTOR:	Summit Construction Management Group
SUBCONTRACTOR / MANUF.:	Generac/Generator

YES	NO	
	x	Is submittal a substitution? If yes, provide required Substitution Matrix.

Resubmittal for #263213-1.0

CONTRACTORS COMMENTS:
no exception taken

Thomas E Shaw — Digitally signed by Thomas E Shaw

Signature

SUBMITTED AND APPROVED BY:
Summit Construction Group
Company

12/23/2025
Date

REVIEWERS COMMENTS:

■ REVIEWED ☐ REVIEWED AS NOTED
☐ REJECTED ☐ REVISE AND RESUBMIT

Corrections or comments made on equipment submittals or shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: conforming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

SGM ENGINEERING
DATE 01-13-26 BY ME

ZABATT
POWER SYSTEMS

Jacksonville Orlando Tampa

Division of Zabatt, Incorporated
4612 Highway Avenue
Jacksonville, FL 32254
PH: 904 384 4505
FX: 904 394 7446
www.zabatt.com

City of Ocoee PD
S175, 175kW Generator Set

Salesperson: Tony Bonavire
Prepared By: Brandon Paul

12/22/2025



SUBMITTAL REVIEW

	Approved
	Approved as noted (Comments page 2)
	Revise - Resubmit

SUBMITTAL REVIEW COMMENTS

Power Systems

Offices
Jacksonville
Orlando
Tampa

HEADQUARTERS
4612 Highway Ave
Jacksonville, FL 32254
PH: 904-384-4505
FX: 904-384-6478
www.zabatt.com

SCOPE AND DIVISION OF RESPONSIBILITIES

1) CONTRACTOR'S RESPONSIBILITIES

a) EQUIPMENT DELIVERY

(1) Equipment will be delivered at one time. Additional deliveries for items such as transfer switches, louvers, battery chargers, remote annunciators etc. may be subject to additional charges.
(2) Zabatt Power Systems will provide delivery to the jobsite ONLY. Offloading, including cranes or forklifts, rigging and spreader bars are solely the contractor's responsibility. Refer to the Installation Reference Guide for proper offloading procedures.
(3) All quoted charges for deliveries shall be made on weekdays during normal business hours (8:00am-5:00pm). Special delivery arrangements can be made, but may be subject to additional charges and availability.
(4) It is common for items to ship loose with generator sets. It is the contractor's responsibility to identify these items and store them for later use. Lost items needing replacement will be charged back to the customer.

b) PROJECT INSTALLATION

i) FOUNDATION DESIGN

(1) Equipment shall be set on a foundation designed and constructed according to load requirements and soil conditions. Foundation should also meet any manufacturer recommendations and must meet any local regulations.
(2) The length and width of the concrete base should exceed the length and width of the engine-generator by a minimum of at least 12 inches (0.305 meters) on all sides. Refer to Pad Drawing or the Installation Reference Guide included in the submittal.
(3) The floor or structure on which the generator is set must be able to support 125% of the engine-generator weight and, if applicable, weight of the fuel tank.
(4) If engine-generator is to be operated in parallel with other units, it is possible that out-of-phase paralleling might occur. Out-of-phase paralleling can cause abrupt torque reactions and demands a stronger foundation. When units are operated in parallel, their foundation must be designed to hold twice the unit's ***wet weight***.

ii) WIRING TERMINATION

(1) Must be done in accordance with any codes, rules and regulations that apply.

(2) Supply and terminate all inter-connecting (DC) control wiring between generator set, automatic transfer switch, battery charger, remote annunciate, fuel tank, etc.
(3) Control wiring shall be sized accurately to avoid voltage drop. Control wiring shall be stranded conductor type.
(4) Supply and terminate load cables. Lugs are not provided unless specifically called out in Zabatt's Bill of Material.
(5) Supply and terminate AC power to AC powered accessories. Power must be available, but this equipment should not be energized prior to Zabatt technicians' arrival.
(6) Control wiring must be run in separate conduit from power wiring to avoid induced voltages.

iii) FUEL SYSTEM (DIESEL)

(1) Supply an adequate amount of high quality fuel for Start-Up and load bank testing. Generac recommends low sulfur #2 diesel fuel.
(2) When fueling unit, sufficient space should be left in tank to allow for expansion of fuel. Tank should be observed immediately after fueling and for the next 24 hours. Florida Department of Environmental Protection (FDEP) requires fuel tanks over 550 gallons to be registered with the State. It is the end-user responsibility to ensure the fuel tank is registered with the State.

iv) FUEL SYSTEM (LP and NATURAL GAS)

(1) Local fuel/gas codes usually dictate the maximum pressure at which **(natural gas)** can enter a structure. In order to reduce the gas pressure on (LP and Natural Gas) a primary regulator (supplied by the installing contractor) is required.
(2) Follow the local codes on selecting the required AGA approved, and UL listed, for Natural Gas application flexible portion of the fuel line (supplied by the installing contractor).
(3) LP and Natural Gas pressure should be set at 5-14 inches water column for units less than 70kW or, 11-14 inches of water column for units 70kW and larger.

c) START-UP PROCEDURE

i) No start-up will be scheduled until a signed and completed Zabatt Start-Up Request from is received. The Start-Up Request is a checklist of pre-start-up requirements.
ii) Please read your start-up request and ensure that **all** items are acknowledged, mark N/A where applicable, before returning to our office for scheduling.
iii) Start-Up may require up to a week for scheduling, after receipt of the completed Start-Up request. The site contact provided will be contacted within that week of the scheduled start-up.
iv) Contractor or contractor's representative must be present during Start-Up. Any deficiencies found during start-up must be corrected prior to the Zabatt technician completing the start-up.
v) Any deficiencies which cannot be corrected before completion of the start-up may require a return trip. Wait time and return trips are subject to additional charges.

vi) Start-Up procedures shall be limited to those specified or included in Start-Up Guidelines. Exception is taken to any specifications that are unsafe/contradict or are in conflict with procedures and project scope.

vii) Additional visits or delays of standard Start-Up activities due to incomplete site preparation will result in additional charges.

viii) Start-Up shall be performed on weekdays during regular business hours (8:00am-5:00pm). Special Start-Up arrangements are available with **advanced notice** and at **additional charges.**

2) ZABATT POWER SYSTEMS RESPONSIBILITIES

a) EQUIPMENT DELIVERY

i) Provide delivery to jobsite – offloading by others.

b) INSTALLATION

i) Provide project information and submittal drawings as required.
ii) Provide product support for materials supplied by Zabatt as part of their scope of work.
iii) Provide Operation and Maintenance Manual(s) upon completion of testing.

c) START-UP

i) Process customer's Start-Up Request in a timely fashion for prompt scheduling of start-up.
ii) Perform Start-Up Inspection in compliance with specifications and manufacturers requirements.
iii) Advise and keep the customer informed of any deficiencies found during start-up.
iv) Inspect all interconnecting control wiring for accuracy and correct termination.
v) Inspect load cable termination and verify correct phase rotation.
vi) Inspect AC power terminations for accuracy and authorize the contractor to energize the AC powered components.
vii) Inspect fuel system installation.
viii) Inspect exhaust system installation.
ix) Perform Start-Up procedures which shall be limited to those specified or included in Start-Up Procedures. Exception is taken to any specifications that are unsafe/contradict or are in conflict with procedures and project scope.
x) Check all control functions, safety shutdowns and verify system performance.
xi) Perform load test if called out in Bill of Materials or Salesperson's Quote.
xii) Conduct training session with owner's representative. It is the site contact's and/or contractor's responsibility to ensure that all persons (including end user) are present on the day scheduled for start-up/training/testing.

1

PROJECT SUMMARY

CORPORATE OFFICE
4612 Highway Ave
Jacksonville, FL 32254
www.Zabatt.com
(800) 366-1323

Date: December 19, 2025
Salesman: Anthony Bonavire - ZPS
Customer: City of Ocoee
Project Name: City of Ocoee Proposed PD budget
Estimate #: SO174975 Rev: 3 (Sourcewell Contract # 092222-GNR)
**Estimate expires 15 days from issue date*

GENERAC

CBC1257077
EC13013144

WE ARE PLEASED TO OFFER THE FOLLOWING ESTIMATE FOR YOUR PROJECT

Quantity 1 - Generac Industrial generator, consisting of the following features and accessories:
38 - 40 WEEK ESTIMATED LEAD TIME*
***Lead time:**
-Is estimated and subject to change
-Does not include transit time

SD175
Stationary Emergency-Standby rated
175kW Rating
120/208 VAC three phase, 60Hz
Diesel
PMG
Level 1 Acoustic Enclosure, Steel
DSE G8601 Digital Genset Controller
600 amp 100% rated LSI Electronic MLCB
- w/ std factory lugs
- w/ shunt trip & aux contacts

10 Amp Battery Charger
Battery, battery rack & cables
705 gallon UL142 DW sub-base tank (approx. 52 hr runtime @ full load)
- Emergency vent
- FDEP compliant w/C Channel

Coolant Heater
Pad type isolators, loose
21 Light Annunciator – Surface
Flush Mount Annunciator Kit
Remote Emergency Stop Switch, break-glass, shipped loose
Std set of 3 Manuals
UL2200
EPA Certified

Quantity 1 - Automatic Transfer Switch
18 - 20 WEEK ESTIMATED LEAD TIME*
***Lead time:**
-Is estimated and subject to change

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-Does not include transit time

TX Series
Rated at 600 Amp
208 Volt, 3 Phase, 3 Pole
Service Entrance Rated
Auxiliary contacts
Signal before transfer
Programmable exerciser
Strip heater
NEMA 3R Enclosure

ONE LINK COMMERCIAL

Remote monitoring system:
- Email / text alerts for selected alarms
- Cellular connectivity
- Password protected Web Portal featuring real-time status and access to 1 week historical data
- Remote start/stop capability
- Includes parts, labor, programming, and training
-1 Year warranty (from date of install)
-1 Sim card (for cellular monitoring)
-Includes 1 One year of cellular service (recurring fee thereafter)

Note: Hardwired, Ethernet cable from customer network to equipment panel is not included

MISCELLANEOUS

NFPA 110 On-Site Start Up and Testing
2 Hour Resistive Load Bank Test (Performed Onsite)
1 Year Quarterly Maintenance Agreement, consists of (1) Major and (3) Minor visits per year
FOB Origin, full freight allowed to first destination

WARRANTY

Generator: Comprehensive 5-Year Warranty (from date of performing start up)
ATS: Standard 1 Year Warranty (from date of shipment from factory)

THE FOLLOWING IS NOT INCLUDED

Fuel
Concrete Pad
Electrical and Mechanical Installation
Distribution panel and circuit breakers
Not AHCA Compliant

SD175 | 6.7 L | 175 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC INDUSTRIAL ENERGY

Standby Power Rating

175 kW, 219 kVA, 60 Hz

USA ENGINEERED & BUILT*

*Assembled in the USA using domestic and foreign parts



Image used for illustration purposes only

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.

UL2200, UL6200, UL1236, UL489

CSA C22.2, B149

BS5514 and DIN 6271

SAE J1349

NFPA 37, 70, 99, 110

NEC700, 701, 702, 708

NEMA ICS10, MG1, 250, ICS6, AB1

ANSI C62.41

IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

For over 60 years, Generac has provided innovative design and superior manufacturing.

Generac provides superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally for the most reliable engines to power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SD175 | 6.7 L | 175 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC INDUSTRIAL ENERGY

STANDARD FEATURES

ENGINE SYSTEM
- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Engine Coolant Heater
- Critical Silencer

FUEL SYSTEM
- Fuel Lockoff Solenoid
- Primary Fuel Filter

COOLING SYSTEM
- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- 50/50 Ethylene Glycol Antifreeze
- Radiator Drain Extension

ELECTRICAL SYSTEM
- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ENCLOSURE (If Selected)
- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Stamped Air-Intake Louvers
- Upward Facing Discharge Hood (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

ALTERNATOR SYSTEM
- UL2200 GENprotect™
- 12 Leads (3-Phase, Non 600V)
- Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Skewed Stator
- Auxiliary Voltage Regulator Power Winding
- Permanent Magnet Excitation
- Sealed Bearing
- Automated Manufacturing (Winding, Insertion, Lacing, Varnishing)
- Rotor Dynamically Spin Balanced
- Amortisseur Winding
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET
- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Units Only)

TANKS (If Selected)
- UL 142
- Double Wall
- Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested - 2 psi
- Rupture Basin Alarm
- Fuel Level
- Check Valve In Supply and Return Lines
- RhinoCoat™ - Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



DSE G8601 Controller

The G8601 is a genset controller with integral heater designed for multiple application environments.

Key Features
- Advanced PLC Functionality
- Multi-Purpose PIDs
- Virtual Inputs
- On-Screen Mimic (SLDs)
- Multi-Level Pin Protected Front Panel Editor
- Integral LCD Display Heater
- Enhanced High-Resolution 240 x 128 Pixel Display
- Integral Gasket (IP65 protection)

Standard Protections
- Low Coolant Level
- High/Low Coolant Temperature
- Oil Temperature
- Over/Under Speed
- Over/Under Voltage
- Over/Under Frequency
- Over/Under Current
- Over Load
- Battery Voltage
- Battery Charger Current
- Phase to Phase and Phase to Neutral Short Circuits
- (I^2T Algorithm)
- Ground Fault

Control Panel
- Auto/Off/Manual

  – Indication Through Display Screen
- Audible Alarm and Silence
- Not in Auto Indication

Voltage Regulation
- Digital Control
- Three Phase Sensing
- Negative Power Limit
- Loss of Sensing Protection
- Fault Protection (I^2T Function)
- High Voltage Limit
- Low Voltage Limit
- Maximum Power Limit

More Features
- Uses Engine ECU
- Digital AVR Support
- Multiple Language Support
- Three Phase Generator Sensing & Protection
- Three Phase Bus Sensing
- Generator Current, Protection & Power Monitoring
- Configurable Timers
- Integrated SNMP
- Data Logging
- PC Configuration
- DSENet® (Expansion Support)
- Flexible I/O (Inputs/Outputs)
- Automatic and Front Panel Breaker Control
- Power-Save Mode

CONFIGURABLE OPTIONS

ENGINE SYSTEM
- ○ Oil Heater
- ○ Fan and Belt Guards
- ○ Air Filter Restriction Indicator
- ○ Radiator Stone Guard

FUEL SYSTEM
- ○ Flexible Fuel Line - NPT Connection

ELECTRICAL SYSTEM
- ○ 10A UL Listed Battery Charger
- ○ Battery Warmer

ALTERNATOR SYSTEM
- ○ Alternator Upsizing
- ○ Anti-Condensation Heater
- ○ Tropical Coating

CIRCUIT BREAKER OPTIONS
- ○ Main Line Circuit Breaker
- ○ 2nd Main Line Circuit Breaker
- ○ Shunt Trip and Auxiliary Contact
- ○ Electronic Trip Breakers

GENERATOR SET
- ○ Extended Factory Testing
- ○ IBC Seismic Certification
- ○ 8 Position Load Center
- ○ Spring or Pad Vibration Isolators

ENCLOSURE
- ○ Weather Protected Enclosure
- ○ Level 1 Sound Attenuated
- ○ Level 2 Sound Attenuated
- ○ Level 2 Sound Attenuated with Motorized Dampers
- ○ Steel Enclosure
- ○ Aluminum Enclosure
- ○ Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- ○ AC/DC Enclosure Lighting Kit
- ○ Enclosure Ambient Heater
- ○ Damper Alarm

TANKS (Size On Last Page)
- ○ 8 in (203.2 mm) Fill Extension
- ○ 13 in (330.2 mm) Fill Extension
- ○ 19 in (482.6 mm) Fill Extension

CONTROL SYSTEM
- ○ NFPA 110 Compliant 21-Light Remote Annunciator
- ○ Remote Relay Assembly (8 or 16)
- ○ Oil Temperature Sender with Indicator Alarm
- ○ Remote E-Stop (Break Glass-Type, Surface Mount)
- ○ Remote E-Stop (Red Mushroom-Type, Surface Mount)
- ○ Remote E-Stop (Red Mushroom-Type, Flush Mount)
- ○ 100 dB Alarm
- ○ Ground Fault Annunciation
- ○ 120V GFCI and 240V Outlet
- ○ Flush Mount Annunciator Kit
- ○ Remote Communication - Modem
- ○ 10A Engine Run Relay

WARRANTY
- ○ 2 Year Extended Limited Warranty
- ○ 5 Year Extended Limited Warranty
- ○ 7 Year Extended Limited Warranty
- ○ 10 Year Extended Limited Warranty

ENGINEERED OPTIONS

ENGINE SYSTEM
- ○ Fluid Containment Pan
- ○ Coolant Heater Ball Valves

CONTROL SYSTEM
- ○ Battery Disconnect Switch
- ○ Spare Inputs (x4) / Outputs (x4)

GENERATOR SET
- ○ Special Testing
- ○ Battery Box

ALTERNATOR SYSTEM
- ○ 3rd Breaker System

TANKS
- ○ UL2085 Tank
- ○ ULC S-601 Tank
- ○ pecial Fuel Tanks

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Iveco/FPT
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	6
Type	In-line
Displacement - in^3 (L)	408.86 (6.7)
Bore: in (mm)	4.09 (104)
Stroke: in (mm)	5.2 (128)
Compression Ratio	16.5:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head Type	4 - Valve
Piston Type	Aluminum Alloy
Crankshaft Type	Forged Steel

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump	Gear
Oil Filter Type	Full-FlowCartridge
Engine Oil Capacity: qt (L)	20.7 (19.6)

Cooling System

Cooling System Type	Closed
Water Pump Type	Belt Driven Centrifugal
Fan Type	Pusher
Fan Speed (RPM)	2,538
Fan Diameter - in (mm)	26.9 (660)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel
Fuel Specifications	ASTM
Fuel Filtering (Microns)	5
Fuel Pump Type	Engine Driven Gear
Injector Type	Electronic
Fuel Supply Line - in (mm)	0.5 (12.7) NPT
Fuel Return Line - in (mm)	0.5 (12.7) NPT

Engine Electrical System

System Voltage	12 VDC
Battery Charger Alternator	Standard
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative (-)

ALTERNATOR SPECIFICATIONS

Standard Model	K0200124Y21
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5%
Telephone Interference Factor (TIF)	<50
Standard Excitation	Permanent Magnet
Bearings	Single Sealed Cartridge
Coupling	Direct via Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

SD175 | 6.7 L | 175 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC INDUSTRIAL ENERGY

OPERATING DATA

POWER RATINGS

	Standby	
Single-Phase 120/240 VAC @1.0pf	175 kW	Amps: 729
Three-Phase 120/208 VAC @0.8pf	175 kW	Amps: 607
Three-Phase 120/240 VAC @0.8pf	175 kW	Amps: 526
Three-Phase 277/480 VAC @0.8pf	175 kW	Amps: 263
Three-Phase 346/600 VAC @0.8pf	175 kW	Amps: 210

MOTOR STARTING CAPABILITIES (SKVA)

skVA vs. Voltage Dip

277/480 VAC	30%	208/240 VAC	30%
K0200124Y21	478	K0200124Y21	361
K0250124Y21	630	K0250124Y21	506
K0300124Y21	790	K0300124Y21	609

FUEL CONSUMPTION RATES*

Fuel Pump Lift- ft (m)
3 (1)

Total Fuel Pump Flow (Combustion + Return) - gph (Lph)
29.0 (110.2)

Diesel - gph (Lph)	
Percent Load	Standby
25%	3.9 (14.8)
50%	7.3 (27.6)
75%	10.5 (39.7)
100%	13.5 (51.1)

*Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby
Coolant Flow	gpm (Lpm)	44.6 (168.8)
Coolant System Capacity	gal (L)	7.5 (28.4)
Heat Rejection to Coolant	BTU/hr (kW)	497,718 (146)
Inlet Air	scfh (m^3/hr)	7,946 (13,502)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Operating Ambient Temperature (Before Derate)		See Bulletin No.0199280SSD
Maximum Additional Radiator Backpressure	in H_2O (kPa)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

	Standby
Flow at rated power scfm - (m^3 /min)	470 (13.3)

ENGINE

		Standby
Rated Engine Speed	RPM	1,800
Horsepower at Rated kW**	hp	279
Piston Speed	ft/min (m/min)	1,559 (475)
BMEP	psi (kPa)	257 (1,772)

** See “Emissions Data Sheet” for maximum bHP for EPA and SCAQMD permitting purposes.

EXHAUST

		Standby
Exhaust Flow (Rated Output)	scfm (m^3/min)	1,212 (34.3)
Max. Allowable Backpressure	inHg (kPa)	1.5 (.5.1)
Exhaust Temperature (Rated Output)	°F (°C)	1,040 (560)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with BS5514 and DIN6271 standards.
Standby - See Bulletin 10000018933 Prime - See Bulletin 10000018926

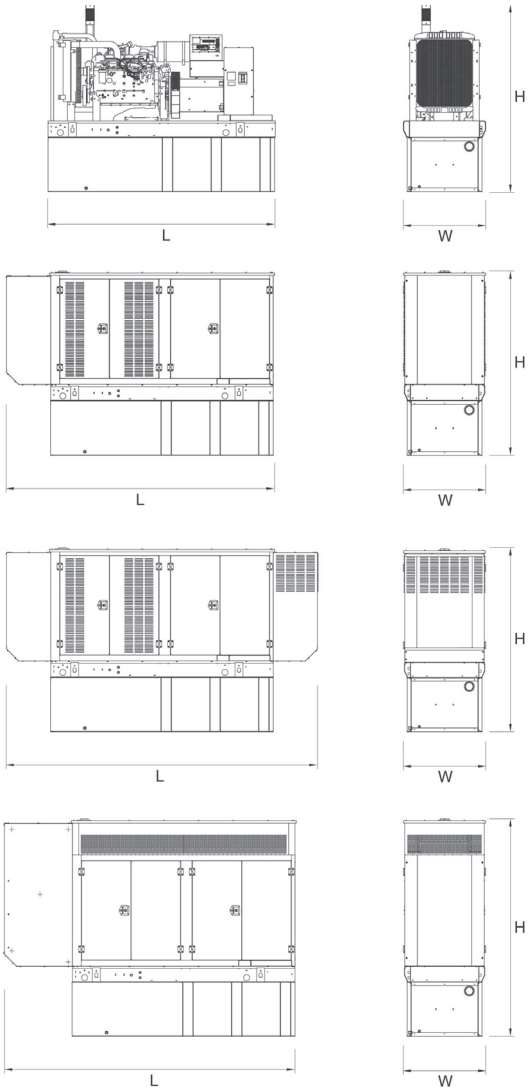
SD175 | 6.7 L | 175 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC INDUSTRIAL ENERGY

DIMENSIONS AND WEIGHTS*



OPEN SET (Includes Exhaust Flex)

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)
No Tank	—	117.7 (2,991) x 49.7 (1,262) x 57.2 (1,453)	3,614 (1,639)
9	134 (507)	117.7 (2,991) x 49.7 (1,262) x 70.2 (1,783)	4,398 (1,969)
23	322 (1,219)	117.7 (2,991) x 49.7 (1,262) x 82.2 (2,088)	4,686 (2,125)
32	440 (1,665)	117.7 (2,991) x 49.7 (1,262) x 94.2 (2,393)	4,979 (2,260)
37	510 (1,930)	136.0 (3,455) x 53.0 (1,346) x 94.2 (2,393)	6,639 (3,011)
51	693 (2,623)	136 (3,455) x 53.0 (1,346) x 98.2 (2,493)	5,179 (2,349)
52	705 (2,668)	156.7 (3,980.2) x 53.0 (1,346) x 96.6 (2,453)	5,720 (2,594)
70	946 (3,580)	208.3 (5291.5) x 53.0 (1,346) x 98.2 (2,493)	6,639 (3,011)
98	1,325 (5,015)	277.8 (7,055) x 53.0(1,346) x 98.2 (2,493)	7,654 (3,472)

WEATHER PROTECTED ENCLOSURE

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)	
			Steel	Aluminum
No Tank	—	143.0 (3,633) x 50.4 (1,280) x 68.2 (1,529)	4,511 (2,046)	4,052 (1,838)
9	134 (507)	143.0 (3,633) x 50.4 (1,280) x 81.2 (1,859)	5,295 (2,376)	4,836 (2,168)
23	322 (1,219)	143.0 (3,633) x 50.4 (1,280) x 93.2 (2,164)	5,583 (2,532)	5,124 (2,324)
32	440 (1,665)	143.0 (3,633) x 50.4 (1,280) x 105.2 (2,269)	5,876 (2,667)	5,417 (2,459)
37	510 (1,930)	143.0 (3,633) x 53.0 (1,346) x 105.2 (2,469)	7,536 (3,418)	7,077 (3,210)
51	693 (2,623)	143.0 (3,633) x 53.0 (1,346) x 109.2 (2,569)	6,076 (2,756)	5,617 (2,548)
52	705 (2,668)	156.7 (3980.2) x 53.0 (1,346) x 107.6 (2,529)	6,617 (3,001)	6,158 (2,793)
70	946 (3,580)	208.3 (5291.5) x 53.0 (1,346) x 109.2 (2,569)	7,536 (3,418)	7,077 (3,210)
98	1,325 (5,015)	277.8 (7,055) x 53.0 (1,346) x 109.2 (2,569)	8,551 (3,879)	8,092 (3,671)

LEVEL 1 ACOUSTIC ENCLOSURE

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)	
			Steel	Aluminum
No Tank	—	168.5 (4,279) x 50.4 (1,280) x 68.2 (1,731)	4,798 (2,176)	4,176 (1,894)
9	134 (507)	168.5 (4,279) x 50.4 (1,280) x 81.2 (2,061)	5,582 (2,506)	4,960 (2,224)
23	322 (1,219)	168.5 (4,279) x 50.4 (1,280) x 93.2 (2,366)	5,870 (2,662)	5,248 (2,380)
32	440 (1,665)	168.5 (4,279) x 50.4 (1,280) x 105.2 (2,671)	6,163 (2,797)	5,541 (2,515)
37	510 (1,930)	168.5 (4,279) x 53.0 (1,346) x 105.2 (2,671)	7,823 (3,548)	7,201 (3,266)
51	693 (2,623)	161.7 (4,108.5) x 53.0 (1,346) x 109.2 (2,771)	6,363 (2,886)	5,741 (2,604)
52	705 (2,668)	182.4 (4,633.7) x 53.0 (1,346) x 107.6 (2731)	6,664 (8,872)	6,042 (2,590)
70	946 (3,580)	234.0 (5,945) x 53.0 (1,346) x 109.2 (2,771)	7,823 (3,548)	7,201 (3,266)
98	1,325 (5,015)	303.5 (7,708.5)x 53.0 (1,346) x 132.7 (3,370)	8,835 (4,009)	8,216 (3,727)

LEVEL 2 ACOUSTIC ENCLOSURE WITH MOTORIZED DAMPERS

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)	
			Steel	Aluminum
No Tank	—	143.0 (3,633) x 50.4 (1,280) x 91.7 (2,330)	4,989 (2,263)	4,258 (1,931)
9	134 (507)	143.0 (3,633) x 50.4 (1,280) x 104.7 (2,660)	5,773 (2,593)	5,042 (2,261)
23	322 (1,219)	143.0 (3,633) x 50.4 (1,280) x 116.7 (2,965)	6,061 (2,749)	5,330 (2,417)
32	440 (1,665)	143.0 (3,633) x 50.4 (1,280) x 128.7 (3,270)	6,354 (2,884)	5,623 (2,552)
37	510 (1,930)	143.0 (3,633) x 53.0 (1,346) x 128.7 (3,270)	8,014 (3,635)	7,283 (3,303)
51	693 (2,623)	143.0 (3,633) x 53.0 (1,346) x 132.7 (3,370)	6,554 (2,973)	5,823 (2,641)
52	705 (2,668)	156.7 (3980.2) x 53.0 (1,346) x 131.1 (3,330)	6,855 (2959)	6,124 (2,627)
70	946 (3,580)	208.3 (5,291.5) x 53.0 (1,346) x 132.7 (3,370)	8,014 (3,635)	7,283 (3,303)
98	1,325 (5,015)	277.8 (7,055) x 53.0 (1,346) x 132.7 (3,370)	9,029 (4,096)	8,298 (3,764)

SPEC SHEET

Generac Power Systems, Inc. | S45 W29290 HWY. 59 | Waukesha, WI 53189 | generac.com

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Part No. A0003984150
Rev. C 10/10/2025

21 Light Remote Annunciator and Remote Relay Panel

Model G0098511 Gray Remote Annunciator Panel with 8 Relays
Model G0098521 Gray Remote Relay Panel without LEDs and Keypad (Relays only)
Model G0098531 Gray Remote Annunciator Panel without Relays



Description

The Remote Annunciator Panel provides remote monitoring and annunciation for up to 21 generator and system indications. 21 LEDs indicate 18 generator, 2 system, and 1 programmable condition.

The Relay panel has up to 8 selectable functions on form A relays; multiple relay panels can be connected for all 21 generator parameters.

The specific faults can be programmed through the Power Zone® display located on the generator.

Communications for a Power Zone® or G8601 equipped generator is RS-485.

All models require battery power (+12 or +24 VDC) sourced from the generator battery.

The Remote Annunciator Panel complies with NFPA 99 and NFPA 110.

Environmental Specifications

Operating Temperature	-25 ºC to 60 ºC
Humidity	0 to 95% Non-Condensing
Power Supply	Generator Battery, +12 or +24 Volts DC
Power Usage	6 Watts Typical
RS-485 Communications	Fully Isolated Twisted Pair Cable with Shield
RS-485 Length	4,000 ft
Relay Output	One N.O. Contact and 8** N.O. & N.C. Contacts (Energized when Annunciator is Powered and No Faults are Present)
Relay Contact Rating	30 VDC, 1 amp
Enclosure Rating	NEMA 1
Alarm Horn (Remote Annunciator Panels Only)	90 dB @ 10 cm

*Max Distance Between Hubs - No Limit on Number of Hubs or Total Distance
**Only available on Models G0098511, G0098521

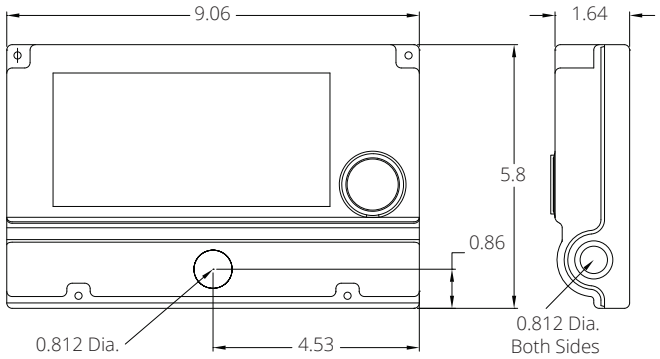
21 Light Remote Annunciator and Remote Relay Panel

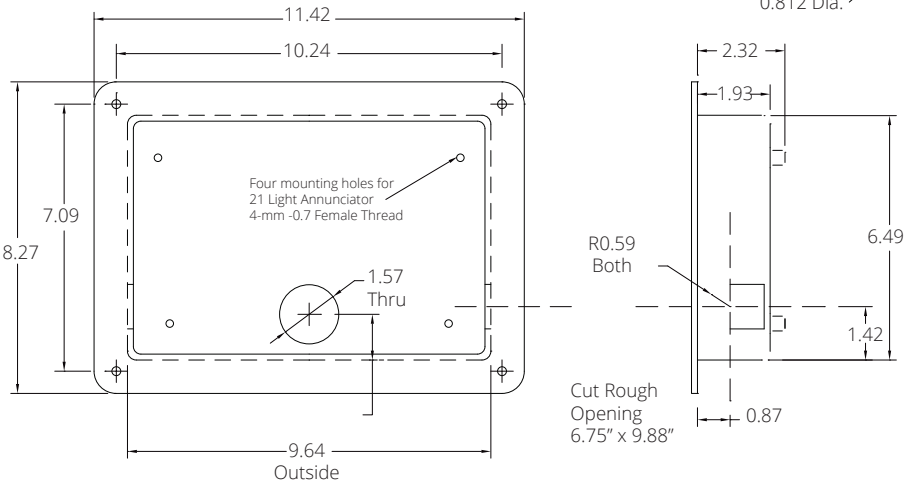
Function	Color	Alarm	Latched
Pre-Low Oil Pressure	Yellow	Yes	Yes
Pre-High Water Temperature	Yellow	Yes	Yes
Pre-Low Water Temperature	Yellow	Yes	Yes
Pre-Low Fuel	Yellow	Yes	Yes
Battery Charge AC Fail	Yellow	Yes	No
Low Battery Voltage	Yellow	Yes	No
High Battery Voltage	Yellow	No	No
Not in Auto	Red	Yes	No
RPM Sensor Loss	Red	Yes	Yes
Overcrank	Red	Yes	Yes
Overspeed	Red	Yes	Yes
Low Oil Pressure	Red	Yes	Yes
High Water Temperature	Red	Yes	Yes
Low Water Level	Red	Yes	Yes
Emergency Stop	Red	Yes	No
Gen Running	Yellow	No	No
Gen Power (ATS)	Yellow	No	No
Line Power (ATS)	Green	No	No
Systems Ready	Green	Yes	No
Communications OK	Green	Yes	No
Spare	Green	No	No

Spare Keypad Switch can be used to implement a remote start function (Models G0098511 and G0098521 only).

Annunciators

Surface Mount
The 21 Light Annunciator can mount to a flat surface with connections through the 0.812 inch diameter knockout on the back surface or through 0.812 inch diameter knockouts on sides as shown.





Flush Mount
This Flush Mount Box is recessed into the wall opening and the surface mount annunciator mounts to the (4) 4 mm screw holes on the back surface. After wire connections are made the front annunciator cover is attached.

All dimensions are in inches.

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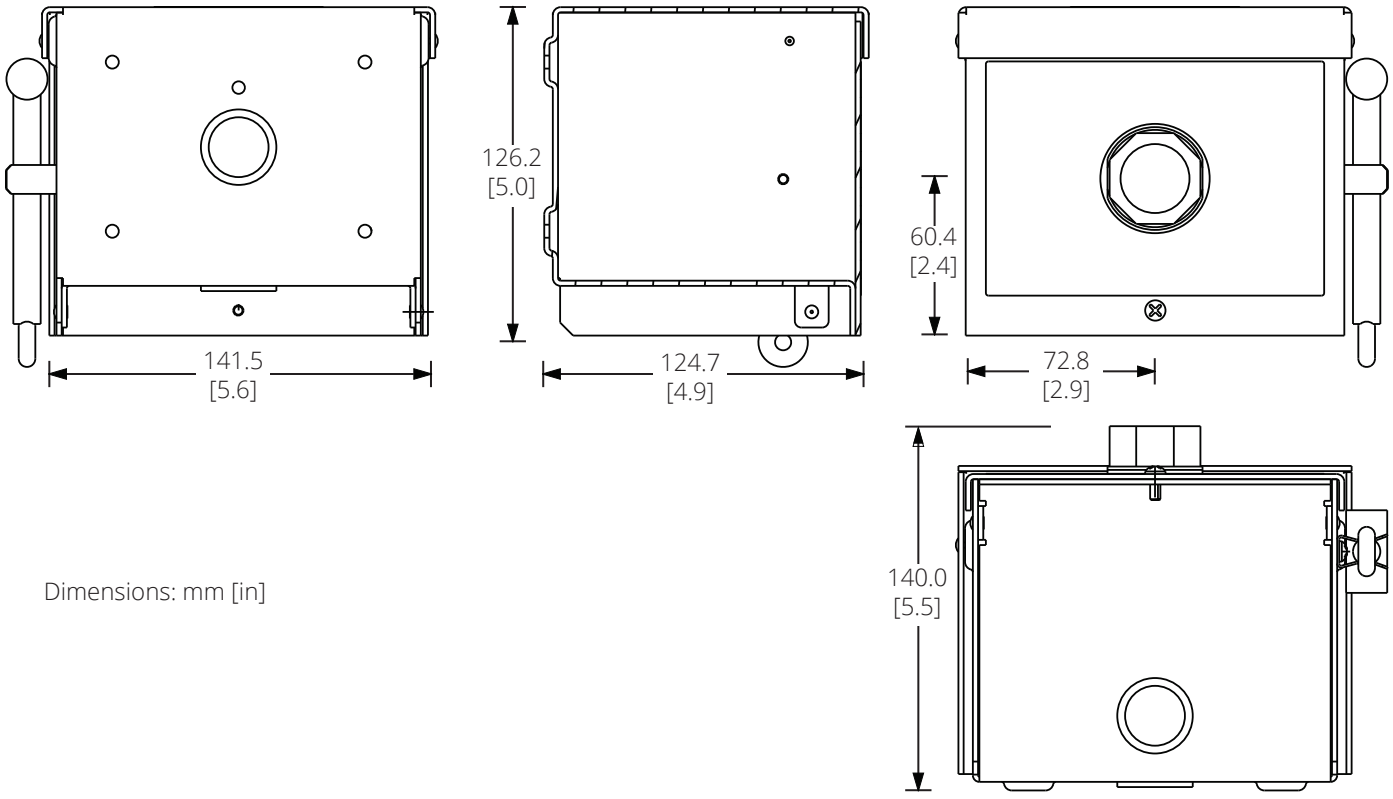
REMOTE EMERGENCY STOP SWITCH
Break Glass - Power Zone® Pro & Pro Sync, G8601

Specifications

Generac Part Number: A0000960234
Surface Mount, NEMA 3R
5 Replacement Glasses
Aluminum Enclosure
Contact Rating: AC-15 3A 240V, DC-13 1.1A 125V
Contact Blocks: 3
Compatible Controllers: Power Zone® Pro, Power Zone® Pro Sync, G8601

Wiring varies by engine; refer to unit specific wiring diagram.





Dimensions: mm [in]

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DSE® G8601 CONTROLLER



Features

The DSE G8601 is a genset controller with integral heater designed for complex paralleling applications. The G8601 can be configured to provide paralleling for up to 4,032 generators on a single site and provides a wide range of high-end features for multiple application environments. The module is configurable for use as a single-set controller, multi-set controller, mains (utility) controller or group controller.

Key Features

- Advanced PLC Functionality
- Multi-Purpose PIDs
- Virtual Inputs
- On-Screen Mimic (SLDs)
- Multiple Application Support
- Integral LCD Display Heater
- Enhanced High-Resolution 240 x 128 Pixel Display
- Single Generator Control
- Latest ECU / ECM Support
- Support for DSE Panel PC
- Zero Sequence Voltage Protection
- Integral Gasket (IP65 protection)

Standard Protections

- Low Coolant Level
- High/Low Coolant Temperature
- Oil Temperature
- Over/Under Speed
- Over/Under Voltage
- Over/Under Frequency
- Over/Under Current
- Over Load
- Battery Voltage
- Battery Charger Current
- Phase to Phase and Phase to Neutral Short Circuits (I^2T Algorithm)
- Ground Fault

DSE® G8601 CONTROLLER

Control Panel
- Auto/Off/Manual
  - Indication Through Display Screen
- Audible Alarm and Silence
- Not in Auto Indication

Voltage Protection
- Three Phase Generator Sensing & Protection
- Three Phase Bus Sensing
- Negative Power Limit
- Loss of Sensing Protection
- Fault Protection (I^2T Function)
- High Voltage Limit
- Low Voltage Limit
- Maximum Power Limit

Customer Ports
- Ethernet
- 2 RS-485
- 2 USB
- CANBus

Governor Functionality
- Speed Control through ECM Integration
- Soft Start Ramping (Multiple Steps)

Qualification Testing
- Life Test in Environmental Chamber
- Storage Temperature Range -40° C to +85° C
- Operating Temperature w/o Display Heater -30° C to +70° C
- Operating Temperature w/ Display Heater -40° C to +70° C
- Vibration Tested and Protected

Connections‡
- 7 Analog Inputs
- 2 Analog Outputs
- 9 Digital Inputs
- 12 Digital Outputs
- Comms Ports
  - 1 CANbus Port
  - 2 USB Ports
  - 2 RS-485 Ports

Codes And Standards
- UL 6200
- CE
- NFPA 110 Capable

More Features
- Built-in Governor and AVR Control
- Digital AVR Support
- Multiple Language Support
- Generator Current, Protection & Power Monitoring
- Configurable Timers
- Integrated SNMP
- Data Logging
- PC Configuration
- DSENet® (Expansion Support)
- Flexible I/O (Inputs/Outputs)
- Automatic and Front Panel Breaker Control
- Power-Save Mode

‡ Actual I/O May Vary Due to Configuration

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Part No. A0004103551
Rev. B 04/25/24

ALTERNATOR DATA SHEET
K0200124Y21

General Characteristics

Voltages (V)	208/240 and 480	Number of Leads	12
Frequency (Hz)	60	Winding Type	Reconnectable
Phases	3	Air Flow (CFM)	1,660
Speed (RPM)	1,800	Total Harmonic Distortion (%)	<5
Excitation System	PMG	Largest Single Harmonic Value (%)	<3.5
Insulation Class	H	Telephone Interference Factor (TIF)	<50
Winding Pitch	2/3	Reference Part Number	0L3717E01R

Ratings at 0.8 pf based on 40°C Ambient

Voltage (V)	80°C Rise		105°C Rise		120°C Rise		150°C Rise	
	kW	kVA	kW	kVA	kW	kVA	kW	kVA
208/240	152	190	182	227	200	250	214	267
480	152	190	182	227	200	250	214	267

Base Data at 480V, 250 kVA, 1,800 RPM, 60 Hz, 3Ø

Description	Value
Stator Resistance, Line to Line, High Wye Connection (Ω)	0.0151
Rotor Resistance (Ω)	1.0800
Exciter Stator Resistance - PMG (Ω)	6.4250
Exciter Rotor Resistance - PMG (Ω)	0.2060
Excitation Winding Resistance -PMG (Ω)	1.2824
Xd, Direct Axis Synchronous Reactance (p.u.)	3.360
X2, Negative Sequence Reactance (p.u.)	0.230
X0, Zero Sequence Reactance (p.u.)	0.080
X'd, Direct Axis Transient Reactance (p.u.)	0.190
X"d, Direct Axis Subtransient Reactance (p.u.)	0.170
Xq, Quadrature Axis Synchronous Reactance (p.u.)	1.610
T'd, Direct Axis Transient Short Circuit Time Constant (s)	0.103

Description	Value
T"d, Direct Axis Subtransient Short Circuit Time Constant (s)	0.016
T'do, Direct Axis Transient Open Circuit Time Constant (s)	2.245
Ta, Short Circuit Time Constant of Armature Winding (s)	0.028
Phase Sequence CCW-NDE	T1, T2, T3
Voltage Balance, L-L or L-N (%)	2.5
Deviation Factor (%)	<7
High Wye Connection, Sustained 3Ø Short Circuit Current (%) - PMG	300
X/R	11
Short Circuit Ratio	0.53
Heat Rejection (BTU/hr) - 100% Rated Load, 480V, 0.8pf, 120°C Temperature Rise	87,807

Reference: Mil-STD-705B
All Ratings are Nominal

ALTERNATOR DATA SHEET
K0200124Y21

skVA

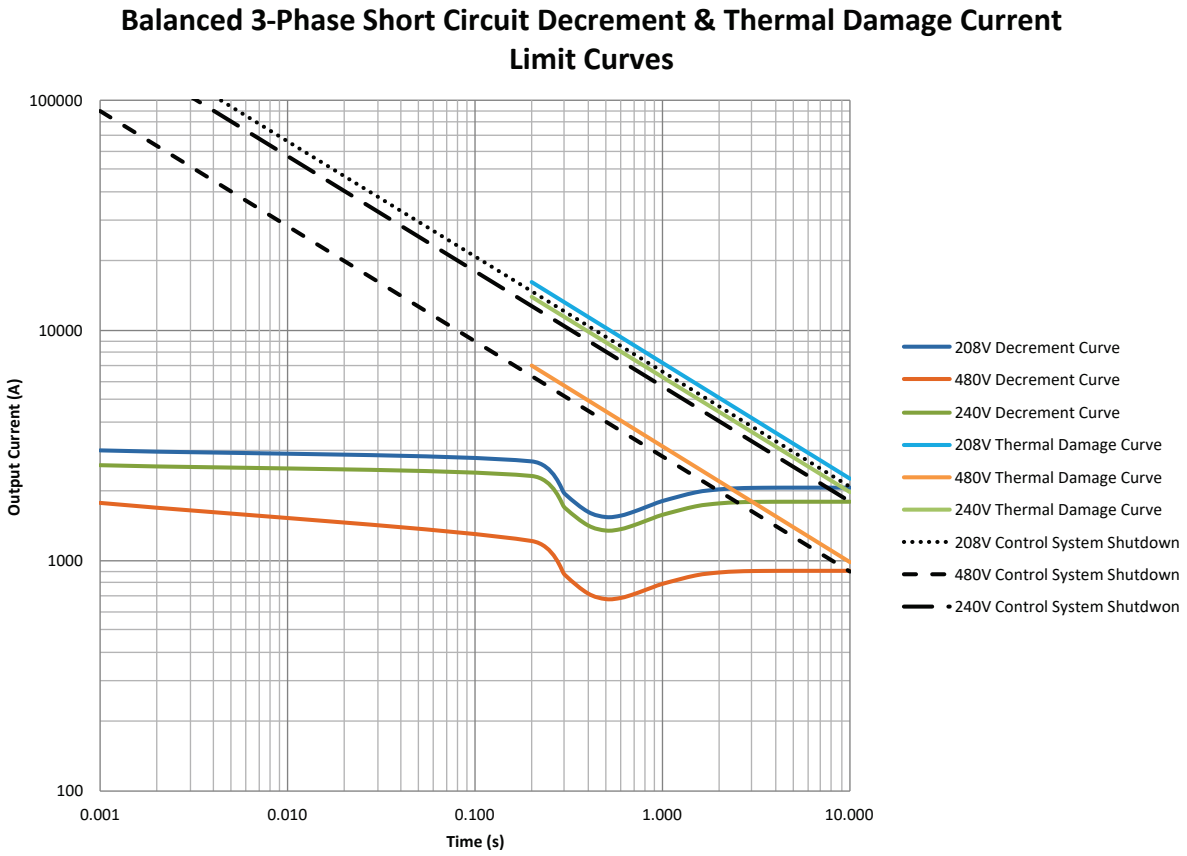
	10%	15%	20%	25%	30%	35%
480V @ 0.3PF	116	175	246	324	428	552
480V @ 0.6PF	134	200	286	367	478	589
208/240V @ 0.3PF	89	132	185	244	325	396
208/240V @ 0.6PF	99	151	212	275	361	437

Efficiencies

*Rated Power	480V @ 0.8 PF	480V @ 1.0 PF	208/240V @ 0.8PF	208/240V @ 1.0 PF
20%	79.2	80.3	81.7	82.5
40%	85.5	87.1	86.7	88.2
60%	88.2	90.4	88.6	90.6
80%	88.8	91.6	88.7	91.2
100%	88.6	92.1	88.1	91.2

*Rated Power value is rating kW at 120°C Winding Temperate Rise and 0.8pf

LOG LOG Decrement Curve



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GENprotect ™
Seamless Protection for Industrial Power Generators

GENprotect Operation

The design choice of an onsite power system using a Generac Industrial Power Generator assures your emergency power source is protected from unexpected power distribution faults. Typically, a generator will include some type of over-current device, such as a circuit breaker, or be protected by inherent design with the controller protecting the alternator through a protection algorithm. Generac's GENprotect generator protection system monitors the system current output and protects the alternator with extended security against fault scenarios that could occur within the site's downstream distribution system.

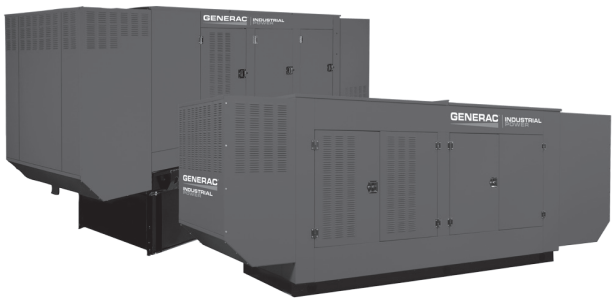
It is a common misconception that the alternator's main circuit breaker protects the alternator from a short circuit event. The main output breaker protects the cabling and provides a convenient disconnect. The characteristic trip curve for the industry standard thermal magnetic breaker (MCCB, molded case thermal magnetic or solid state) does not coordinate with the thermal damage limitation for an on-site generator. If circuit breakers are used for generator protection, a solid-state circuit breaker with full adjustments (Long Time, Short Time and Instantaneous, LSI) is required to coordinate the breaker protection curve within the generator thermal damage curve. Historically, this limitation was often accepted in system design since failures of the main generator feeder are extremely rare. Most short circuit events happen at a branch circuit, equipment level, where the fault is easily cleared by the smaller down stream breakers.

Given the mission critical nature of today's back-up power applications, it is more desirable to protect the system against even relatively rare failure modes. As generator controllers have become more powerful it is feasible for manufactures to supply coordinated short circuit protection integral to the generator control system, negating the need for a main-line circuit breaker.

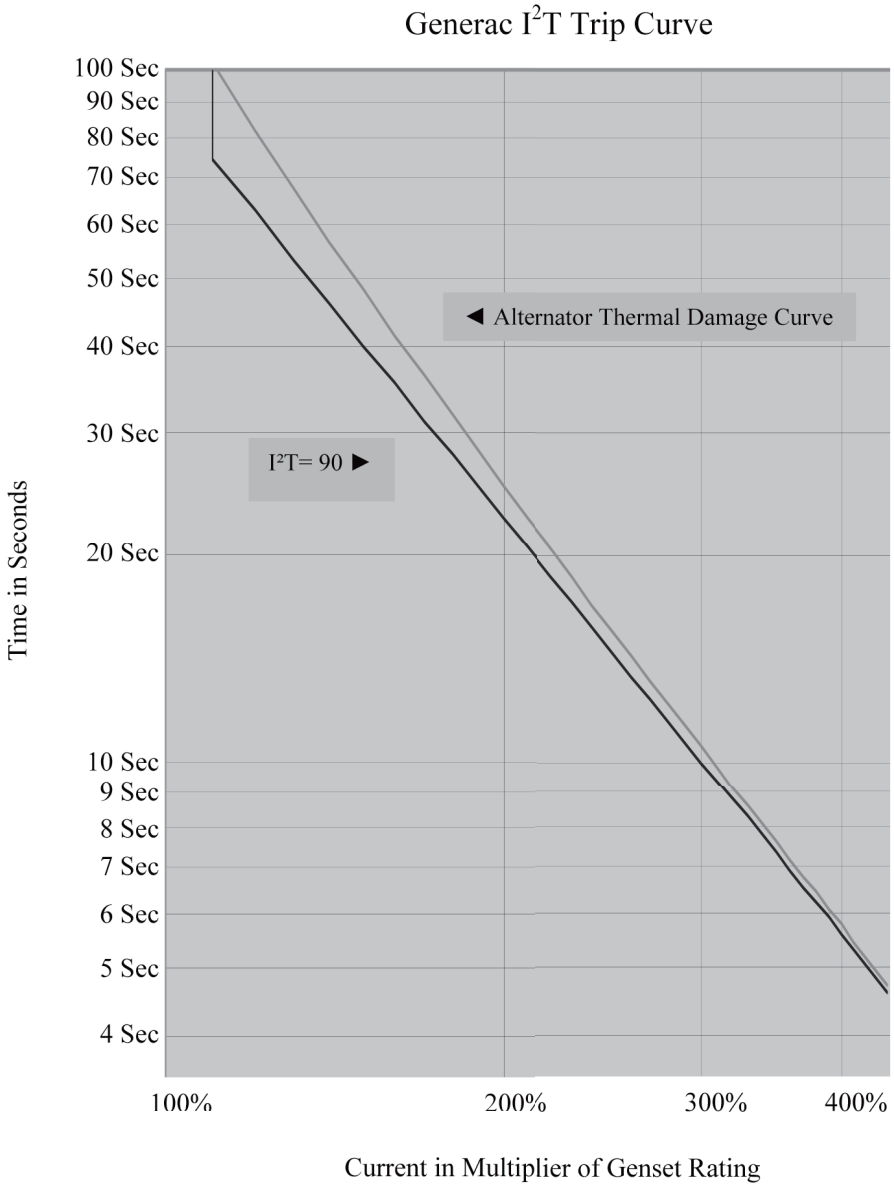
Generac's GENprotect alternator protection algorithm monitors the generator output. If this monitoring senses short circuit current in excess of rated amps, GENprotect steps in to provide a controlled and safe approach to breaker coordination and alternator protection. GENprotect first limits the alternator short circuit current level to 300%. By limiting the available fault current, GENprotect extends the time the alternator can maintain fault current resulting in consistent breaker coordination. Without this functionality a line to neutral fault may be at 800% of rated current and need to be cleared within 1.4 seconds. The second function GENprotect performs is I2T thermal protection for the alternator. Since a short circuit event can heat the alternator so rapidly, it is not possible to protect the alternator by monitoring temperature. Instead GENprotect calculates the heat energy of the fault current. When this energy reaches the limits of NEMA MG1, GENprotect trips the generator off-line. This configuration ensures the alternator is protected and the power system is ensured 10 seconds of 300% fault current for breaker coordination.

DESCRIPTION

- GENprotect is an alternator protection algorithm approved by UL.
- Protects alternator from damage due to shorts and electrical faults.
- Provides breaker coordination and alternator protection.
- Allows for use of multiple circuit breaker choices, including "no" breaker.



GENprotect ™
Seamless Protection for Industrial Power Generators



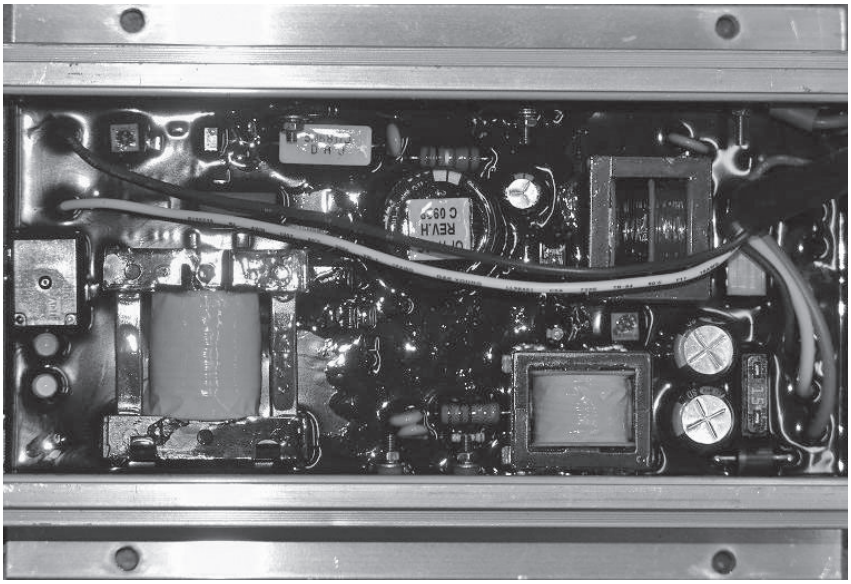
The above Figure shows the Generac GENprotect thermal protection curve for use in protection and coordination studies. The alternator Thermal Damage Curve is shown just to the right of the GENprotect protection curve. If the alternator load is greater than the thermal damage protection curve for the alternator, the generator set will trip off-line. For example, an overload current of 110% for 75 seconds causes an overload alarm and will trip the generator off-line, shutting down the engine. GENprotect will provide generator protection over a full range of time and current, from instantaneous faults to overloads lasting several minutes. An advantage of GENprotect over a MCCB is that GENprotect allows for downstream breakers to clear faults without tripping the generator off-line, providing selective coordination with the first level of downstream breakers.

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2

UNIT OPTIONS

BATTERY CHARGER
10 amp



Battery charger shown from inside of control panel enclosure. Connections are made via an attached harness.

The Generac 10 amp 12/24 volt battery charger is designed to work with Generac Industrial Controls and the G8601 to provide the ultimate in automatic battery voltage maintenance.

The 10 amp charger has automatic float and equalize control. It precisely monitors the battery's voltage and automatically activates the correct charging mode. The charge rate is limited and controlled to efficiently and safely maintain ideal battery levels under varying conditions.

The equalize system uses a control circuit to limit charging current to 10 amps. When battery voltage drops below a preset level, charging current increases to 5 amps and then to the 10 amp charge rate if needed. When the battery reaches maximum charge, the charger switches to float mode to supply just enough current to maintain the battery at or above 13/26 volts. Battery voltage and charging current are read at the control panel digital display.

Specifications	10A
Nominal Input	120 VAC
Operating AC Line Voltage Range	108 to 132 VAC
Input AC Line Frequency	50/60 Hz
Battery Fuse	15 A
Nominal Charge Rate	10 A
Equalize Voltage	13.8/27.6 V
Float Voltage	13.0/26.0 V
Current @ Equalize to Float Transition	5 A
Battery Under-voltage shutdown	11/22 V
LED Indicators	Yes
AC Line Voltage	Green LED
Battery Connected and Charging	Yellow LED
Battery Current Drain	30 mA
AC Line Connection	Connector Plug
Battery Connection	Connector Plug
Control Connection	AC Power Fail Form Relay Form C 2 A Rating
CUL Recognized	Yes
NFPA 110 Compliant	Yes
AGM Compatible	Yes
UL1236	Yes
CSA 22.2 No. 107	Yes

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INDUSTRIAL GENSET - BATTERY INDEX

• Warranty by Exide Corp. • Exide e-mail: tbgna@exide.com • 800-782-7848 National Hot line

INDUSTRIAL SPARK-IGNITED GENSETS - AVAILABLE BATTERIES

Engine	System Voltage	Battery Quantity	GENERAC PART # 058208 (Group 24F)	077483 (Group 26)	058665 (Group 27F)	061119 (Group 31)	061104 (Group 8D)	BT0015A02 (Group 8D)
G2.4	12	1		X				
G4.5	12	1			X	X		
G8.9	12	1				X		
G9.0	12	1			X	X		
G14.2	24	2					X	
G21.9	24	2					X	
G25.8	24	2					X	
G33.9	24	4					X	

INDUSTRIAL DIESEL GENSETS - AVAILABLE BATTERIES

Engine	System Voltage	Battery Quantity	GENERAC PART # 058665 (Group 27F)	061119 (Group 31)	061104/ BT0015A00 (Group 8D)	BT0015A02 (Group 8D)
D2.2 Perkins	12	1	X	X		
D3.3 MHI	12	1		X		
D4.5 FPT	12	1		X		
D6.7 FPT 100, 130kW	12	1		X		
D6.7 FPT 150, 175kW	12	2		X		
D8.7 FPT	24	2		X		
D10.3 FPT	24	2		X	X	
D12.9 FPT	24	2		X	X	
D12.5 Perkins	24	2			X	
D15.2 Perkins	24	2			X	
D16.0 Volvo	24	2		X	X	
D18.1 Perkins	24	2			X	
D30.6 Perkins	24	2			X	X
D33.9 MHI	24	2			X	X
D37.1 MHI	24	4			X	X
D49.0 MHI	24	4			X	X
D65.4 MHI	24	4			X	X
D66 Baudouin	24	4/8**			X	X
D88 Baudouin	24	4/8**			X	X

**Redundant Battery Option

Part Number	Group Number*	Nominal CCA @ 0° F	DIMENSIONS (in) NOMINAL L	W	H
058208	24F	525	6.75	10.63	9.00
077483	26	525	6.75	8.25	7.75
058665	27F	700	6.75	12.50	9.00
061119	31	925	6.75	13.00	9.40
061104/ BT0015A00	8D	1,200	11.00	20.80	10.00
BT0015A02	8D	1,400	11.00	20.80	10.00

All batteries are 12V, 6 cell construction, lead calcium type.
For 24V systems, batteries are wired in series.

X Battery available with electrolyte and installed in genset.
* BCI Group Size reference.

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EATON POWER DEFENSE™ CIRCUIT BREAKER DATA
PD3 FRAME

DESCRIPTION

- Globally accepted molded case circuit breakers
- Covers a range of 100A through 600A
- Available in standard 80% rating or optional 100% UL rating (1)

AVAILABLE FEATURES AND ACCESSORIES

- Thermal/Magnetic trip units (fixed thermal, adjustable magnetic)
- PXR 10 Electronic Trip Units (LSI)
  - — Shunt Trip
  - — Auxiliary Contacts
  - — Alarm Contacts

STANDARDS AND CERTIFICATIONS

- UL
- CSA
- IEC (CE)
- CB (CCC)



PD G 3 3 M 0400 TFA

Product Series	Certifications/ Standards	Frame Size	Pole Size	Interrupting Ratings	Continuous Current Ratings	Trip Unit Type Options
PD= Power Defense	**G** = 80% Rated	**3** = 3	**3** = 3-pole	**F** = 25 kA at 480V	**0125** = 125A	**B2N** = PXR 10 LSI
	F = 100% Rated			**G** = 35 kA at 480V	**0250** = 250A	**TFA** = Thermal/ Magnetic
				K = 50 kA at 480V	**0400** = 400A	**KNS** = Molded Case Switch (2)
				M = 65 kA at 480V	**0600** = 600A	
				F = 14 kA at 600V		
				G = 18 kA at 600V		
				K = 25 kA at 600V		
				M = 35 kA at 600V		

(1) 100% rating available on LSI trip only
(2) Magnetic-only Molded Case Switch available at 400A and 600A

All breakers are rated 600V
All breakers are 3-Pole

EATON POWER DEFENSE™ CIRCUIT BREAKER DATA
PD3 FRAME

THERMAL/MAGNETIC TRIP UNITS, PD3 FRAME
*Fixed Thermal, Adjustable Magnetic
*Modular, field-installable



EATON#	Continuous Current Rating
PDG3XTFA30100	0100
PDG3XTFA30125	0125
PDG3XTFA30150	0150
PDG3XTFA30175	0175
PDG3XTFA30200	0200
PDG3XTFA30225	0225
PDG3XTFA30250	0250
PDG3XTFA30300	0300
PDG3XTFA30350	0350
PDG3XTFA30400	0400
PDG3XTFA30500	0500
PDG3XTFA30600	0600

All breakers are rated 600V
All breakers are 3-Pole

EATON POWER DEFENSE™ CIRCUIT BREAKER DATA
PD3 FRAME

ELECTRONIC TRIP UNITS, PD3 FRAME
*PXR 10 - LSI Trip
*Modular, field-installable

EATON#	Continuous Current Rating	
PDG3XPXR30125B2N	0125	LSI
PDG3XPXR30250B2N	0250	LSI
PDG3XPXR30400B2N	0400	LSI
PDG3XPXR30600B2N	0600	LSI



Available Continuous Current (Ir) Settings on PXR Electronic Trip Units

Catalog Number Selection and Maximum Setting (In)

Option	Setting	0125 125 A	0250 250 A	0400 400 A	0600 600 A
PXR 10	1	45 A	90 A	160 A	250 A
	2	50 A	100 A	175 A	275 A
	3	60 A	110 A	200 A	300 A
	4	63 A	125 A	225 A	320 A
	5	70 A	150 A	250 A	350 A
	6	80 A	160 A	275 A	400 A
	7	90 A	175 A	300 A	450 A
	8	100 A	200 A	320 A	500 A
	9	110 A	225 A	350 A	550 A
	10 = In	125 A	250 A	400 A	600 A

All breakers are rated 600V
All breakers are 3-Pole

LOAD-SIDE LUGS - PD3 FRAME

BREAKER-FRAME	CIRCUIT BREAKER RANGE (A)	WIRE TEMPERATURE RATING	CIRCUIT BREAKER LUGAWGWIRE RANGE/(NUMBER OF CONDUCTORS)	TORQUETO WIRE	GENERAC #	EATON#
Power Defense - 3	100-225	194°F (90°C)	3-350 (1)	275 in-lb (31 Nm)	A0002200434	PDG3X3TA300
Power Defense - 3	250-350	194°F (90°C)	250-500 (1)	375 in-lb (42.37 Nm)	A0002200435	PDG3X3TA350
Power Defense - 3	400	194°F (90°C)	3/0-250 (2)	275 in-lb (31 Nm)	A0002200436	PDG3X3TA400
Power Defense - 3	450-600	194°F (90°C)	2-500 (2)	375 in-lb (42.37 Nm)	A0002200437	PDG3X3TA630

All breakers are rated 600V
All breakers are 3-Pole

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COOLANT HEATER OPTION
1500 WATT, 240VAC

SPECIFICATIONS:

VOLTAGE: 240VAC

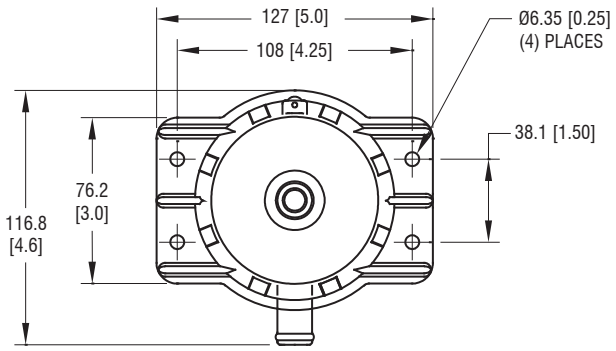
HEAT POWER: 1500W

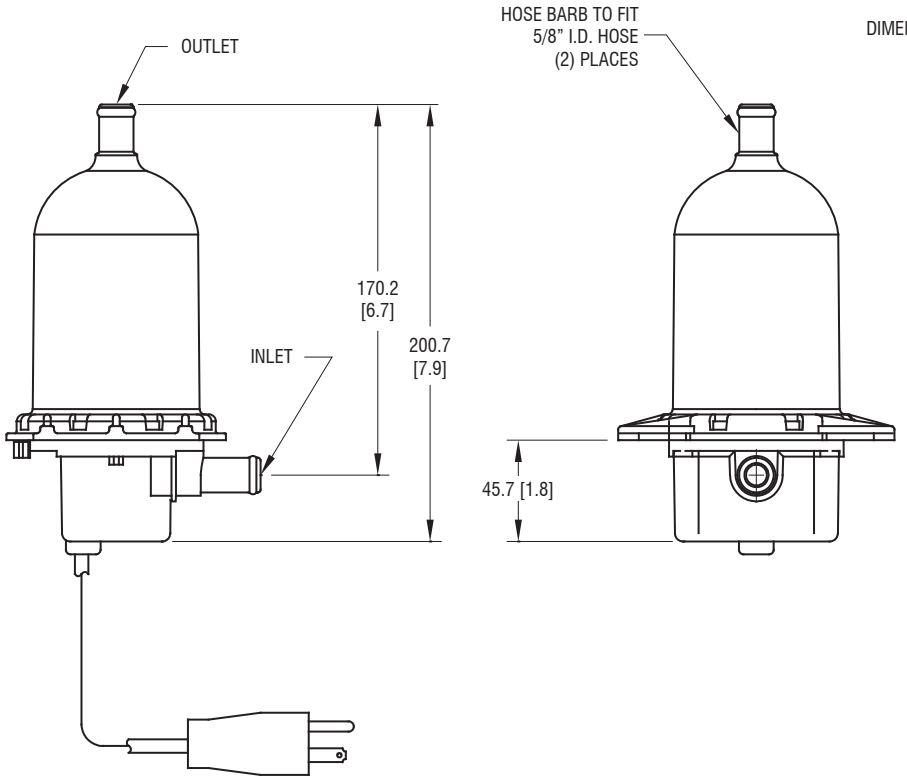
FIXED THERMOSTAT: 100°-120°F

HEATING ELEMENT: INCOLOY 800

MAXIMUM PRESSURE: 90 PSI (620 kPa)

PLUG NEMA STD: 6-15P

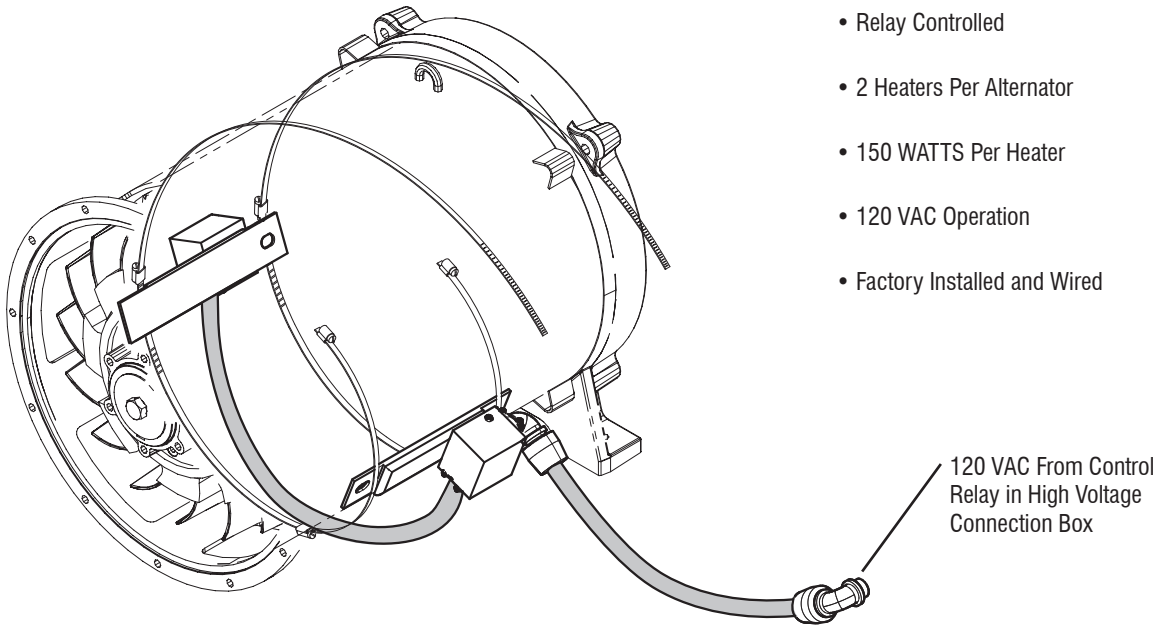




DIMENSIONS: mm [INCHES]

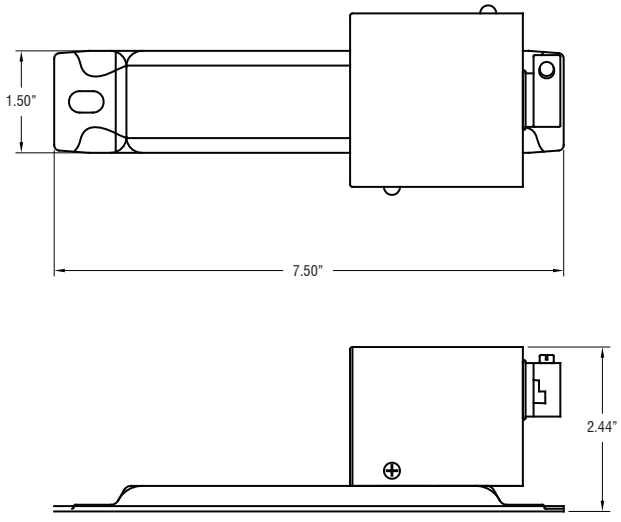
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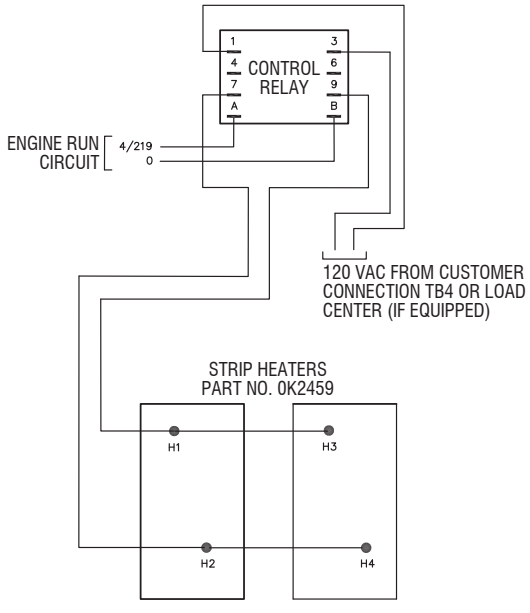
ALTERNATOR STRIP HEATER 120 VAC



Typical Heater Location on Alternator

- Relay Controlled
- 2 Heaters Per Alternator
- 150 WATTS Per Heater
- 120 VAC Operation
- Factory Installed and Wired





WIRING DIAGRAM

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GENERATOR ENCLOSURES



DESCRIPTION

GENERAC POWER SYSTEMS' generator enclosures provide year-round weather protection for your power equipment. Engineered with functionality and value in mind, the enclosure design benefits are unique in that the enclosures utilize dimensionally matched components for either a weather protective configuration or a sound attenuated/acoustic configuration. With common components used between design, modification and on-site upgrades can be accomplished with ease.

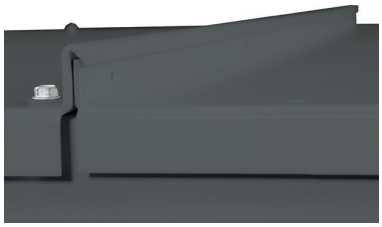
The enclosure design offers several benefits over the "standard enclosures" of other manufacturers. Generac's enclosures have been created with the goal of maximizing the customer's product performance satisfaction while maintaining the functionality of reducing exterior noise levels and discouraging product tampering.

Although others may require a "premium" for a self-enclosed exhaust system, rugged steel panel construction or protective polyethylene washers under all exterior panel fasteners, Generac includes these and several other features on every enclosure configuration. Be sure to compare. Generac Enclosures offer additional design enhancement extras that other "standard enclosures" do not.

GENERATOR ENCLOSURES

Post-Free Twin Doors
Provide Large, Unobstructed Service Access

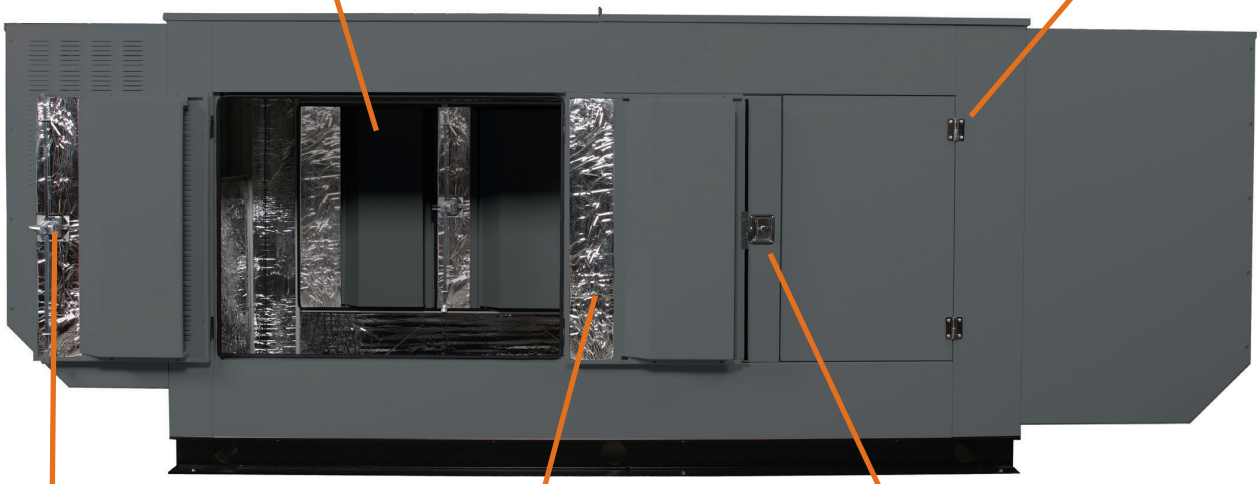




Gasket-Free, Interconnected Roof Panel Joint
Drip-Free, Maintenance-Free

Heavy Gauge, Stainless Steel, Partial Pin Hinges with Nylon Spacers
Durable, Corrosion-Free, Removable Doors





Two-Point Door Latch System
Ensures Proper Seal Preventing Water Ingress and Sound Egress





Dense, Closed-Cell Foam Insulation with Reflective Silver Mylar Layer
Improved Sound Attenuation Without Damaging Effects From Radiant Heat Exposure



Lockable Turn and Tuck Stainless Steel Latch Handle
Corrosion-Free, Non-Protruding and Secure

GENERATOR ENCLOSURES

FEATURES:	BENEFITS:
Dimensional matching of acoustic and non-acoustic enclosure designs	Reduces variation in fuel tank pricing, inventory; removes need to change out fuel tank or retrofit
Standardized enclosure components *	Ease of retrofit or upgrade to acoustic system; reduced parts inventory, costs
Enclosure mounted directly to unit baseframe	Simplified delivery and installation with enclosure and unit in single component design
Electrostatically painted panels	Maximum protection from weather elements
12 or 14 gauge steel based on kW rating	Maximum sound attenuation, protection and product life
Aluminum Enclosure optional	Prevents corrosion in coastal regions
Stainless steel door latch and hinge hardware	Provides extended component life; maximum protection against rusting
Stainless steel door latch strike plate	Maximum protection against enclosure paint damage from door latch pin
Door hinges utilize slip-pin design	Provides quick door removal for full-unit access
Polyethylene gasketing under door hinges	Additional protection for enclosure paint finish
Keyed door latches	Protection for equipment and personnel
Large removable access doors	Ease of maintenance
Relocation of access doors	Provides improved access to MLCB on all units
Redesigned door gasketing	Improved sealing quality from sound and weather elements
Weather resistant aluminum roof design with drip ledge	Provides optimum moisture/rain runoff from unit
Cabled and gasketed radiator access cover	Provides improved radiator access and additional protection from weather elements
Acoustic roof panels manufactured with mechanical retention pins	Increased acoustic foam retention within unit
Polyethylene washers under all panel fasteners	Additional paint finish protection from stainless steel fastener
Internally fastened enclosure panels (where possible)	Provides streamlined unit appearance
Additional roof panel stiffener	Added overall compartment rigidity and acoustic foam panel retention
Self-enclosed exhaust system	Provides safe unit operation; no enclosure hot spots; streamlined unit appearance
Discharge air duct has been designed with minimal fasteners	Ease of removal and access to exhaust system
Stainless steel exhaust band clamps	Provides extended component life; ensures proper exhaust seal
Drain holes within air ducts	Enables maximum water run-off
Rodent-proof, tamper proof enclosure design	Safety and security for personnel and equipment
Redesigned baseframe lifting lugs	Ease of unit relocation; prevents compartment damage from lifting straps
Up to 200 MPH wind kit options (Contact Factory for Availability)	Meets locally enforced wind requirements

* Consult Generac Power Systems, Inc. for installation drawings for specific configurations and dimensions.

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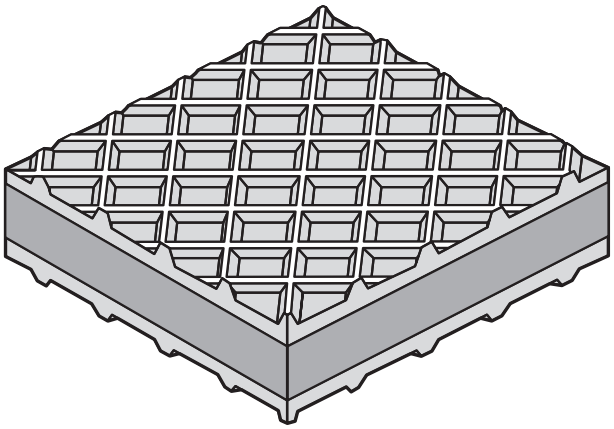
PAD VIBRATION ISOLATORS

Description: Pad prevents equipment rocking by compensating for mismatch of 4 rigid support points to typical wavy floor surface.

Pad protects generator from low frequency shocks and high frequency vibrations present in the floor.

Pad Eliminates Noise and Reduces Vibration Transmitted From:

- Engines
- Transformers
- Pumps and Piping
- Steam Generators
- Crushers



Load Capacity
Load Capacity-60 Lbs per Square Inch

Thickness
Standard Thickness-1 Inch

Non-Skid
Tread Surfaces Resist “Walking”

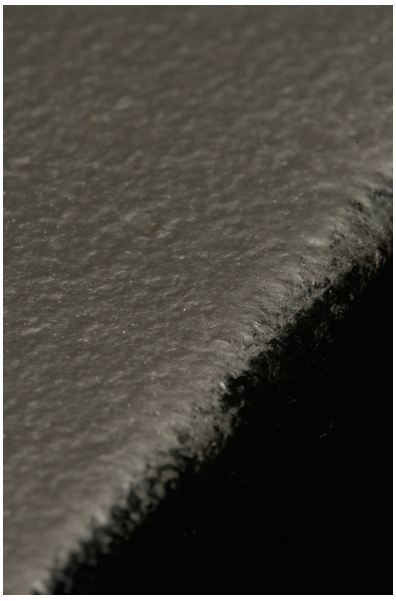
Durable
Cork and Neoprene are Oil and Ozone Resistant

STANDARD CAPACITY	
Size (Inches)	Maximum Load Selection at 40 PSI
3 x 24	2,880

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RhinoCoat™







Generac's RhinoCoat™ finish system provides superior durability as a standard for all Generac Industrial enclosures, tanks and frames.*

Testing Standards

Generac's RhinoCoat™ finished surfaces are subjected to numerous tests. These include:

- ASTM D - 1186 - 87.....2.5+ MIL Paint Thickness
- ASTM D - 3363 - 92a.....Adequate Material Hardness
- ASTM D 522 - B.....Resistant to Cracking
- ASTM D 3359 - B.....Exceptional Adhesion
- ASTM B117 D 1654.....Resistant to Salt Water Corrosion
- ASTM D1735 D 1654.....Resistant to Humidity
- ASTM 2794 93 (2004).....Exceptional Impact Resistance
- SAEJ1690 - UV Specifications.....UV Protection

In addition to the testing standards above, Generac adds the following test requirements more specific to generator applications:

- Resistant to Typical Oils
- Resistant to Typical Fuels
- Resistant to Typical Antifreeze
- Resistant to Distilled Water

Primary Codes and Standards

*RhinoCoat™ powder coat paint is durable and corrosion resistant however it is not a rust preventative. Generac pretreats all powder coated parts to assist with resistance to corrosion.

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Part No. 0180230SBY
Rev. F 11/16/19

3

DRAWINGS

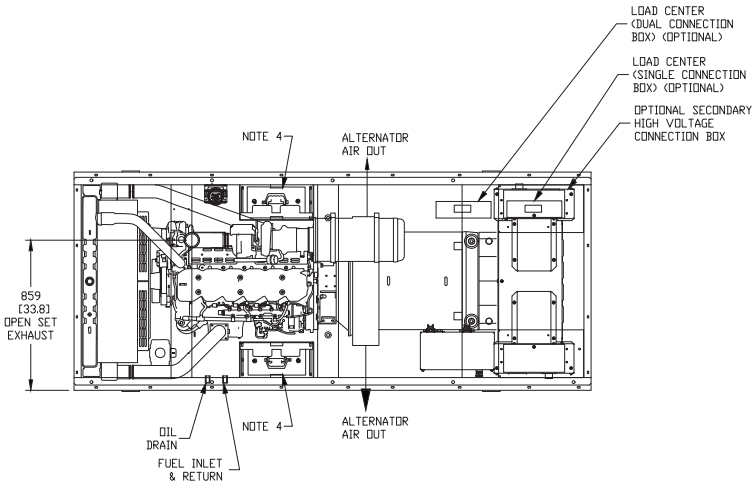
Notes:
1. CONTROL PANEL, (OPTIONAL BATTERY CHARGER INSIDE).
2. 120V, 20A GFCI & 250V, 15A OUTLET (OPTIONAL).
3. CONNECTION POINTS FOR CONTROL WIRES PROVIDED IN THE LOW VOLTAGE CONNECTION BOX (USE LOW VOLTAGE STUB-UP AREA).
4. BATTERY (12 VOLT NEGATIVE GROUND SYSTEM).
5. MAIN LINE CIRCUIT BREAKER (MLCB), AC LOAD LEADS. (DIMENSIONS MAY VARY DUE TO UNIT CONFIGURATION)
6. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.

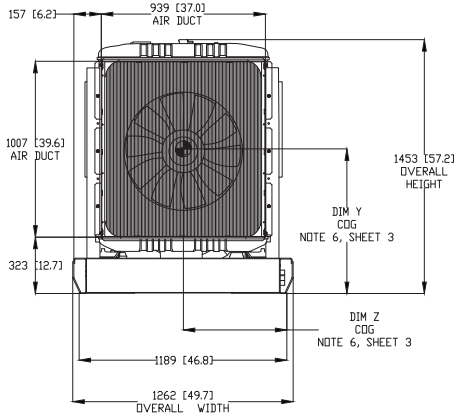
7. ENGINE SERVICE CONNECTIONS:
   INLET NATURAL GAS = N/A
   INLET DIESEL = 1/2" NPT COUPLING
   RETURN DIESEL = 1/2" NPT COUPLING
   OIL DRAIN = 1/2" NPT COUPLING
   RADIATOR DRAIN = N/A
   FLEX PIPE OUTLET = 4" I.D.
   EXHAUST OUTLET = N/A

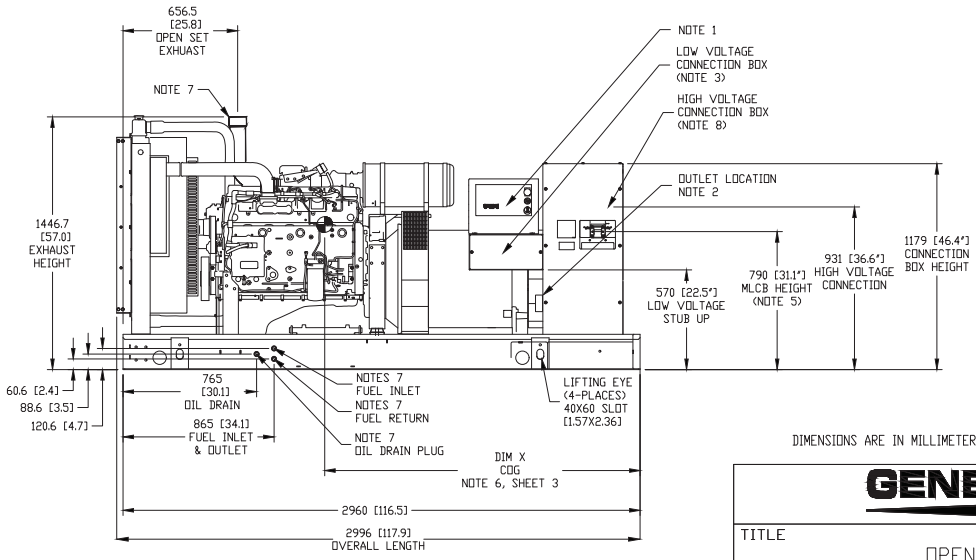
***** SEE GENERATOR SIZING GUIDE FOR FUEL PIPE SIZING TO SUIT APPLICATION *****

8. AUXILARY AC CONNECTION FOR UNIT OPTIONS ARE LOCATED IN HIGH VOLTAGE CONNECTION BOX, UNLESS AN OPTIONAL LOAD CENTER IS INSTALLED.
9. EXHAUST PIPES MAY BE ROTATED TO ALLOW MUFFLER TO POINT OUT TO THE RIGHT OR LEFT SIDE OF GENERATOR. (MAY NOT APPLY TO ALL UNITS)
10. GENERATOR SET MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND DISCHARGE AIR FROM THE RADIATOR IS NOT RECIRCULATED.
11. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
12. INSTALL EXHAUST BLANKETS ALONG THIS LINE.
13. CONNECT THE OPEN SET EXHAUST PER NFPA 37
14. BOLTS OR STUDS USED TO MOUNT UNIT TO PAD, OR BASE TANK, SHALL BE 5/8"-11 GRADE 5. USE STANDARD SAE TORQUE SPECS. (FOR INSTALLATION OF FUEL TANK TO PAD REFER TO INSTALL DRAWING OF THE BASE TANK)

ADDITIONAL NOTES:
FOR WEIGHT AND CENTER OF GRAVITY DATA SEE NOTE 6, AND SHEET 3.







DIMENSIONS ARE IN MILLIMETERS [INCHES]

DRAWING CREATED FROM PRO/ENGINEER 3D FILE. ECO MODIFICATION TO BE APPLIED TO SOLID MODEL ONLY.

INSTALLATION DRAWING

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ELECTRONICALLY APPROVED
INSIDE WINDCHILL

GENERAC

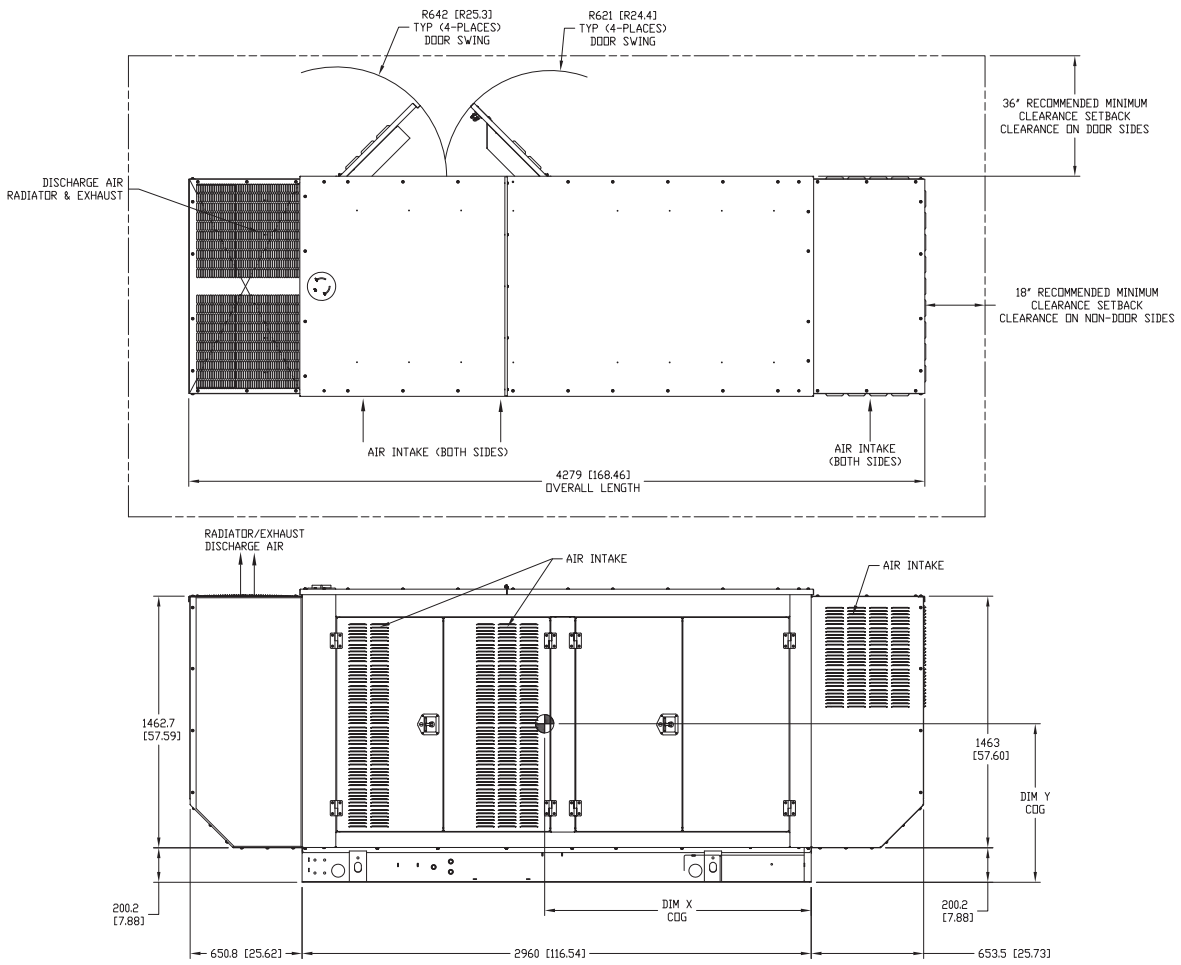
TITLE
OPEN SET
D6.7L, 60HZ: SD150, PD135
SD175, PD158

ISSUE DATE: 9/30/14

SIZE	CAGE NO	DWG NO	REV
B	N/A	0J4194	K

SCALE 0.035 | WT-KG | SHEET 1 of 3

SH	REV
1/1	F



FOR ALL STUB-UP, WEIGHT, AND COG DETAILS, SEE
CORRESPONDING OPEN SET DRAWING PER UNIT CONFIGURATION.

DRAWING CREATED FROM PRO/ENGINEER
3D FILE. ECO MODIFICATION TO BE
APPLIED TO SOLID MODEL ONLY.

DIMENSIONS ARE IN MILLIMETERS [INCHES]

INSTALLATION DRAWING

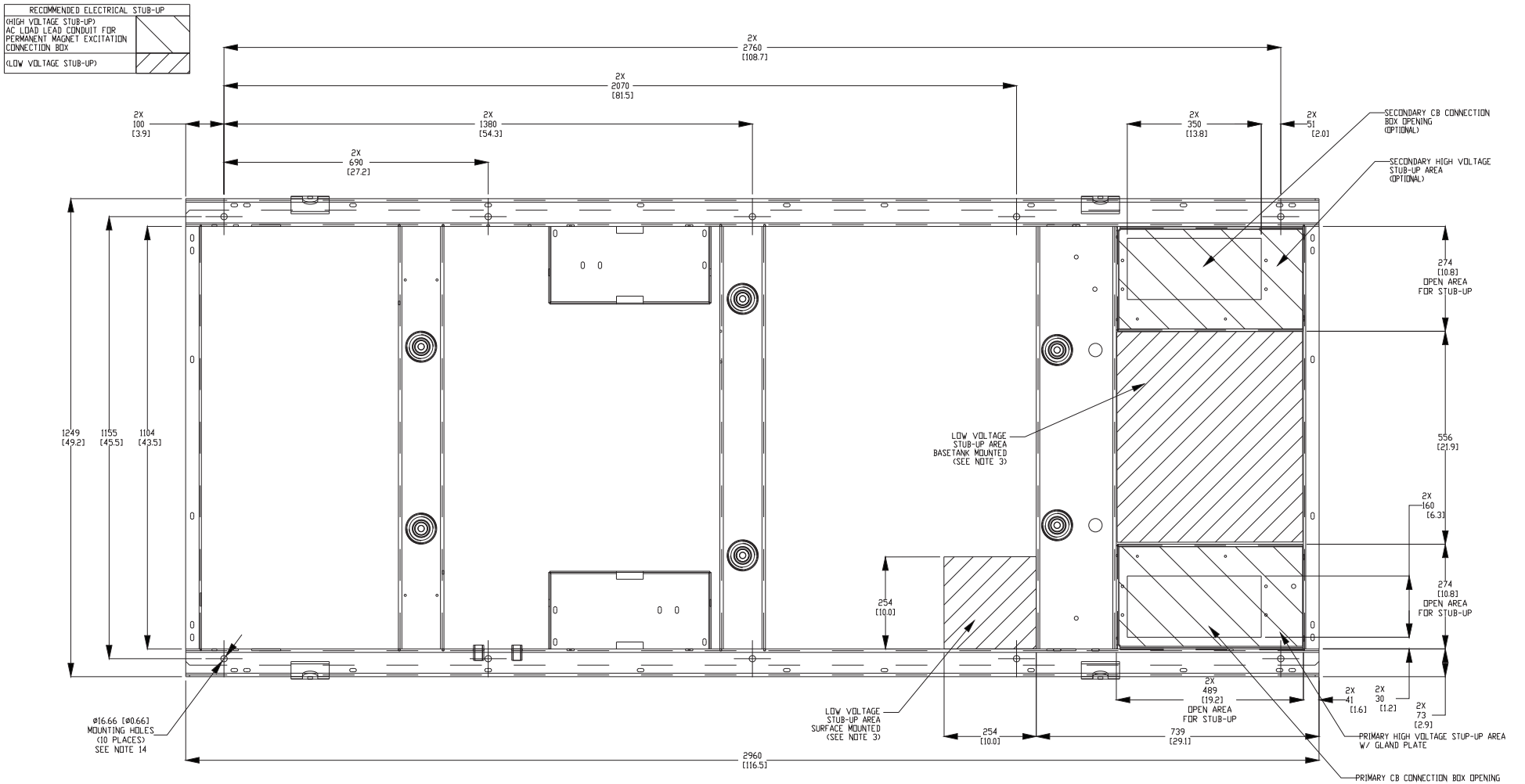
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ELECTRONICALLY APPROVED
INSIDE WINDCHILL

GENERAC

TITLE
L1A ENCLOSURE
D6.7L, 60HZ: SD150, PD135
SD175, PD158

ISSUE DATE:	6/13/14		
SIZE	CAGE NO	DWG NO	REV
B	N/A	0J4194B	F
SCALE 0.035	WT-KG		SHEET 1 of 1



DRAWING CREATED FROM PRO/ENGINEER 3D FILE. ECO MODIFICATION TO BE APPLIED TO SOLID MODEL ONLY.

DIMENSIONS ARE IN MILLIMETERS [INCHES]

INSTALLATION DRAWING

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ELECTRONICALLY APPROVED
INSIDE WINDCHILL

GENERAC

TITLE
STUB-UP VIEW
D6.7L, 60HZ: SD150, PD135
SD175, PD158

ISSUE DATE: 9/30/14			
SIZE B	CAGE NO N/A	DWG NO 0J4194	REV K
SCALE 0.120	WT-KG	SHEET 2 of 3	

OPEN SET

MODEL	VOLTAGE	UPSIZE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SD150, PD135	240V, 1Ø		1,656 kg [3,651 lbs]	1668 [65.7]	606 [23.9]	595 [23.4]
SD150, PD135	240V, 1Ø	200	1,752 kg [3,862 lbs]	1632 [64.3]	601 [23.7]	594 [23.4]
SD175, PD158	240V, 1Ø		1,752 kg [3,862 lbs]	1636 [64.4]	602 [23.7]	595 [23.4]
-	-	-	-	-	-	-
SD150, PD135	208V, 240V, 480V		1,597 kg [3,521 lbs]	1559 [61.4]	594 [23.4]	595 [23.4]
SD150, PD135	208V, 240V, 480V	200	1,612 kg [3,554 lbs]	1559 [61.4]	594 [23.4]	595 [23.4]
SD150, PD135	208V, 240V, 480V	250	1,715 kg [3,781 lbs]	1532 [60.3]	590 [23.2]	594 [23.4]
SD175, PD158	208V, 240V, 480V		1,612 kg [3,554 lbs]	1634 [64.3]	601 [23.7]	595 [23.4]
SD175, PD158	208V, 240V, 480V	250	1,715 kg [3,781 lbs]	1600 [63.0]	596 [23.5]	594 [23.4]
SD175, PD158	208V, 240V, 480V	300	1,776 kg [3,915 lbs]	1580 [62.2]	594 [23.4]	594 [23.4]
SD150, PD135	600V		1,597 kg [3,521 lbs]	1647 [64.8]	603 [23.7]	595 [23.4]
SD150, PD135	600V	200	1,612 kg [3,554 lbs]	1642 [64.6]	602 [23.7]	595 [23.4]
SD150, PD135	600V	250	1,715 kg [3,781 lbs]	1607 [63.3]	598 [23.5]	594 [23.4]
SD175, PD158	600V		1,612 kg [3,554 lbs]	1631 [64.2]	601 [23.7]	595 [23.4]
SD175, PD158	600V	250	1,715 kg [3,781 lbs]	1597 [62.9]	596 [23.5]	594 [23.4]
SD175, PD158	600V	300	1,776 kg [3,915 lbs]	1577 [62.1]	594 [23.4]	594 [23.4]

NOTE:
CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO OPTIONS

STD ENCLOSURE, STEEL

MODEL	VOLTAGE	UPSIZE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SD150, PD135	240V, 1Ø		2,063 kg [4,548 lbs]	1758 [69.2]	693 [27.3]	580 [22.9]
SD150, PD135	240V, 1Ø	200	2,159 kg [4,760 lbs]	1725 [67.9]	685 [27.0]	580 [22.9]
SD175, PD158	240V, 1Ø		2,159 kg [4,760 lbs]	1730 [68.1]	687 [27.0]	580 [22.9]
-	-	-	-	-	-	-
SD150, PD135	208V, 240V, 480V		2,020 kg [4,453 lbs]	1662 [65.4]	675 [26.6]	580 [22.9]
SD150, PD135	208V, 240V, 480V	200	2,019 kg [4,451 lbs]	1662 [65.4]	675 [26.6]	580 [22.9]
SD150, PD135	208V, 240V, 480V	250	2,122 kg [4,678 lbs]	1635 [64.4]	668 [26.3]	580 [22.9]
SD175, PD158	208V, 240V, 480V		2,019 kg [4,451 lbs]	1728 [68.0]	686 [27.0]	580 [22.9]
SD175, PD158	208V, 240V, 480V	250	2,122 kg [4,678 lbs]	1696 [66.8]	678 [26.7]	580 [22.9]
SD175, PD158	208V, 240V, 480V	300	2,183 kg [4,813 lbs]	1677 [66.0]	674 [26.5]	580 [22.9]
SD150, PD135	600V		2,004 kg [4,418 lbs]	1738 [68.4]	689 [27.1]	580 [22.8]
SD150, PD135	600V	200	2,019 kg [4,451 lbs]	1733 [68.2]	688 [27.1]	580 [22.8]
SD150, PD135	600V	250	2,122 kg [4,678 lbs]	1700 [66.9]	680 [26.8]	580 [22.9]
SD175, PD158	600V		2,019 kg [4,451 lbs]	1725 [67.9]	686 [27.0]	580 [22.8]
SD175, PD158	600V	250	2,122 kg [4,678 lbs]	1693 [66.7]	678 [26.7]	580 [22.8]
SD175, PD158	600V	300	2,183 kg [4,813 lbs]	1674 [65.9]	674 [26.5]	580 [22.8]

STD ENCLOSURE, ALUMINUM

WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
1,855 kg [4,090 lbs]	1734 [68.3]	654 [25.7]	578 [22.8]
1,951 kg [4,301 lbs]	1698 [66.9]	647 [25.5]	578 [22.8]
1,951 kg [4,301 lbs]	1703 [67.1]	648 [25.5]	578 [22.8]
-	-	-	-
1,812 kg [3,995 lbs]	1630 [64.2]	638 [25.1]	578 [22.8]
1,811 kg [3,993 lbs]	1630 [64.2]	638 [25.1]	578 [22.8]
1,914 kg [4,220 lbs]	1602 [63.1]	632 [24.9]	578 [22.8]
1,811 kg [3,993 lbs]	1701 [67.0]	648 [25.5]	578 [22.8]
1,914 kg [4,220 lbs]	1667 [65.6]	641 [25.2]	578 [22.8]
1,975 kg [4,354 lbs]	1647 [64.8]	638 [25.1]	578 [22.8]
1,796 kg [3,959 lbs]	1713 [67.4]	650 [25.6]	578 [22.8]
1,811 kg [3,993 lbs]	1708 [67.2]	649 [25.6]	578 [22.8]
1,914 kg [4,220 lbs]	1673 [65.9]	642 [25.3]	578 [22.8]
1,811 kg [3,993 lbs]	1698 [66.8]	647 [25.5]	578 [22.8]
1,914 kg [4,220 lbs]	1664 [65.5]	640 [25.2]	578 [22.8]
1,975 kg [4,354 lbs]	1644 [64.7]	637 [25.1]	578 [22.8]

L1A ENCLOSURE, STEEL

MODEL	VOLTAGE	UPSIZE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SD150, PD135	240V, 1Ø		2,193 kg [4,835 lbs]	1666 [65.6]	714 [28.1]	580 [22.8]
SD150, PD135	240V, 1Ø	200	2,289 kg [5,046 lbs]	1639 [64.5]	706 [27.8]	580 [22.8]
SD175, PD158	240V, 1Ø		2,289 kg [5,046 lbs]	1643 [64.7]	708 [27.9]	580 [22.8]
-	-	-	-	-	-	-
SD150, PD135	208V, 240V, 480V		2,150 kg [4,740 lbs]	1586 [62.4]	695 [27.4]	580 [22.8]
SD150, PD135	208V, 240V, 480V	200	2,149 kg [4,738 lbs]	1586 [62.4]	695 [27.4]	580 [22.8]
SD150, PD135	208V, 240V, 480V	250	2,252 kg [4,965 lbs]	1564 [61.6]	688 [27.1]	580 [22.9]
SD175, PD158	208V, 240V, 480V		2,149 kg [4,738 lbs]	1641 [64.6]	707 [27.8]	580 [22.8]
SD175, PD158	208V, 240V, 480V	250	2,252 kg [4,965 lbs]	1614 [63.5]	699 [27.5]	580 [22.8]
SD175, PD158	208V, 240V, 480V	300	2,313 kg [5,099 lbs]	1599 [63.0]	694 [27.3]	580 [22.8]
SD150, PD135	600V		2,134 kg [4,705 lbs]	1650 [65.0]	709 [27.9]	580 [22.9]
SD150, PD135	600V	200	2,149 kg [4,738 lbs]	1646 [64.8]	708 [27.9]	580 [22.8]
SD150, PD135	600V	250	2,252 kg [4,965 lbs]	1619 [63.7]	699 [27.5]	580 [22.9]
SD175, PD158	600V		2,149 kg [4,738 lbs]	1639 [64.5]	706 [27.8]	580 [22.8]
SD175, PD158	600V	250	2,252 kg [4,965 lbs]	1613 [63.5]	698 [27.5]	580 [22.8]
SD175, PD158	600V	300	2,313 kg [5,099 lbs]	1597 [62.9]	693 [27.3]	580 [22.9]

L1A ENCLOSURE, ALUMINUM

WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
1,911 kg [4,213 lbs]	1689 [66.5]	666 [26.2]	578 [22.8]
2,007 kg [4,425 lbs]	1656 [65.2]	659 [25.9]	578 [22.8]
2,007 kg [4,425 lbs]	1661 [65.4]	660 [26.0]	578 [22.8]
-	-	-	-
1,868 kg [4,118 lbs]	1593 [62.7]	649 [25.6]	578 [22.8]
1,866 kg [4,114 lbs]	1593 [62.7]	649 [25.6]	578 [22.8]
1,970 kg [4,343 lbs]	1567 [61.7]	643 [25.3]	578 [22.8]
1,866 kg [4,114 lbs]	1659 [65.3]	660 [26.0]	578 [22.8]
1,970 kg [4,343 lbs]	1628 [64.1]	653 [25.7]	578 [22.8]
2,031 kg [4,478 lbs]	1609 [63.3]	649 [25.6]	578 [22.8]
1,852 kg [4,083 lbs]	1669 [65.7]	662 [26.0]	578 [22.8]
1,866 kg [4,114 lbs]	1665 [65.6]	661 [26.0]	578 [22.8]
1,970 kg [4,343 lbs]	1633 [64.3]	654 [25.7]	578 [22.8]
1,866 kg [4,114 lbs]	1656 [65.2]	659 [25.9]	578 [22.8]
1,970 kg [4,343 lbs]	1625 [64.0]	652 [25.7]	578 [22.8]
2,031 kg [4,478 lbs]	1607 [63.3]	648 [25.5]	578 [22.8]

L2A ENCLOSURE, STEEL

MODEL	VOLTAGE	UPSIZE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SD150, PD135	240V, 1Ø		2,280 kg [5,027 lbs]	1764 [69.4]	831 [32.7]	581 [22.9]
SD150, PD135	240V, 1Ø	200	2,376 kg [5,238 lbs]	1733 [68.2]	818 [32.2]	581 [22.9]
SD175, PD158	240V, 1Ø		2,376 kg [5,238 lbs]	1739 [68.5]	821 [32.3]	581 [22.9]
-	-	-	-	-	-	-
SD150, PD135	208V, 240V, 480V		2,237 kg [4,932 lbs]	1677 [66.0]	802 [31.6]	581 [22.9]
SD150, PD135	208V, 240V, 480V	200	2,236 kg [4,930 lbs]	1677 [66.0]	802 [31.6]	581 [22.9]
SD150, PD135	208V, 240V, 480V	250	2,339 kg [5,157 lbs]	1652 [65.0]	791 [31.1]	581 [22.9]
SD175, PD158	208V, 240V, 480V		2,236 kg [4,930 lbs]	1737 [68.4]	820 [32.3]	581 [22.9]
SD175, PD158	208V, 240V, 480V	250	2,339 kg [5,157 lbs]	1707 [67.2]	807 [31.8]	581 [22.9]
SD175, PD158	208V, 240V, 480V	300	2,400 kg [5,291 lbs]	1690 [66.5]	800 [31.5]	581 [22.9]
SD150, PD135	600V		2,221 kg [4,896 lbs]	1746 [68.8]	824 [32.4]	581 [22.9]
SD150, PD135	600V	200	2,236 kg [4,930 lbs]	1742 [68.6]	822 [32.4]	581 [22.9]
SD150, PD135	600V	250	2,339 kg [5,157 lbs]	1712 [67.4]	809 [31.9]	581 [22.9]
SD175, PD158	600V		2,236 kg [4,930 lbs]	1734 [68.3]	819 [32.3]	581 [22.9]
SD175, PD158	600V	250	2,339 kg [5,157 lbs]	1704 [67.1]	806 [31.7]	581 [22.9]
SD175, PD158	600V	300	2,400 kg [5,291 lbs]	1687 [66.4]	799 [31.5]	581 [22.9]

L2A ENCLOSURE, ALUMINUM

WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
1,948 kg [4,295 lbs]	1689 [66.5]	666 [26.2]	578 [22.8]
2,044 kg [4,506 lbs]	1657 [65.2]	659 [25.9]	578 [22.8]
2,044 kg [4,506 lbs]	1661 [65.4]	660 [26.0]	578 [22.8]
-	-	-	-
1,905 kg [4,200 lbs]	1593 [62.7]	649 [25.6]	578 [22.8]
1,904 kg [4,198 lbs]	1593 [62.7]	649 [25.6]	578 [22.8]
2,007 kg [4,425 lbs]	1568 [61.7]	643 [25.3]	578 [22.8]
1,904 kg [4,198 lbs]	1659 [65.3]	660 [26.0]	578 [22.8]
2,007 kg [4,425 lbs]	1628 [64.1]	653 [25.7]	578 [22.8]
2,069 kg [4,561 lbs]	1610 [63.4]	649 [25.6]	578 [22.8]
1,889 kg [4,165 lbs]	1669 [65.7]	662 [26.0]	578 [22.8]
1,904 kg [4,198 lbs]	1665 [65.6]	661 [26.0]	578 [22.8]
2,007 kg [4,425 lbs]	1633 [64.3]	654 [25.7]	578 [22.8]
1,904 kg [4,198 lbs]	1656 [65.2]	659 [25.9]	578 [22.8]
2,007 kg [4,425 lbs]	1626 [64.0]	652 [25.7]	578 [22.8]
2,069 kg [4,561 lbs]	1608 [63.3]	648 [25.5]	578 [22.8]

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ELECTRONICALLY APPROVED
INSIDE WINDCHILL

GENERAC

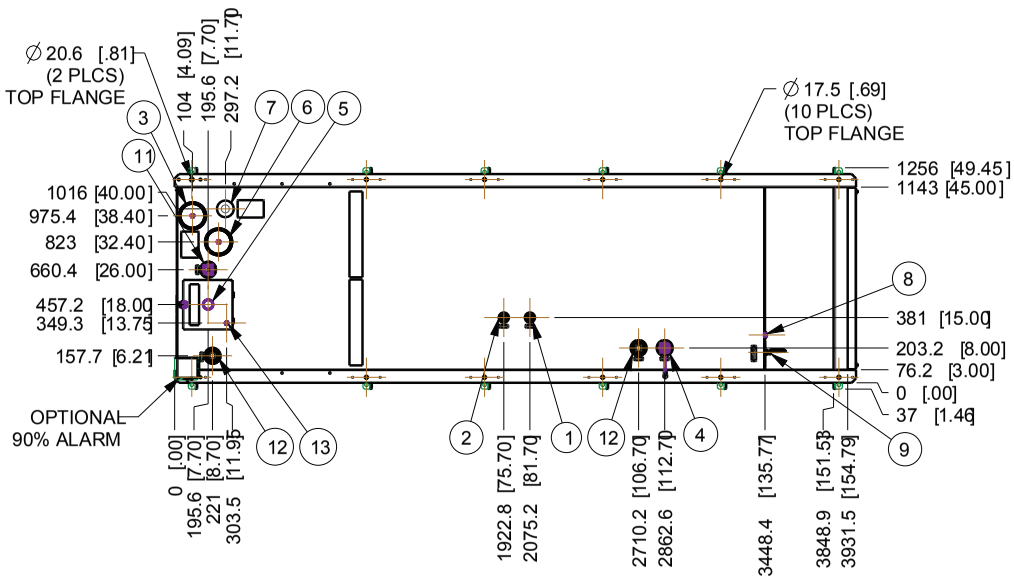
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D6.7L, 60HZ: SD150, PD135
SD175, PD158

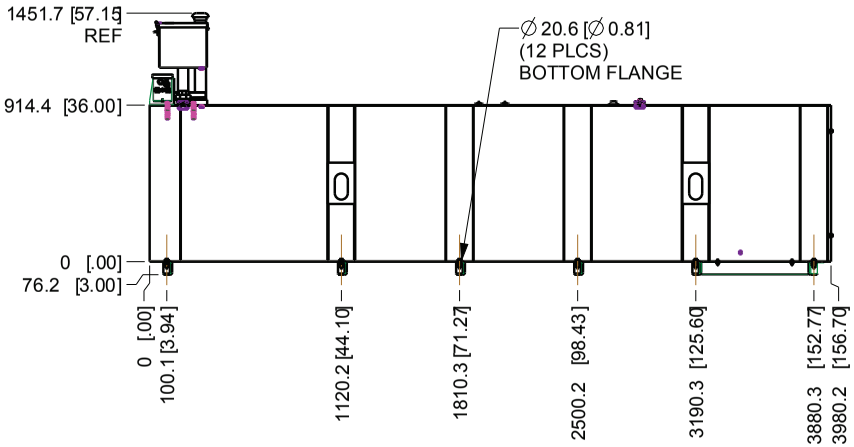
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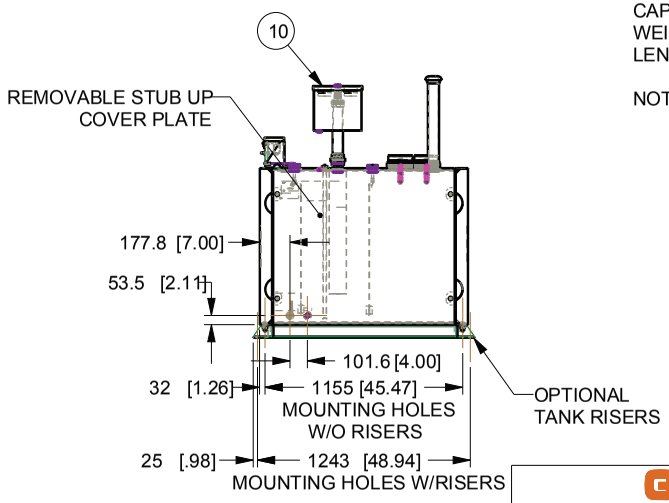
SIZE	CAGE NO	DWG NO	REV
B	N/A	0J4194	K

SCALE 0.035 | WT-KG | SHEET 3 of 3

SH	REV	WINDCHILL VERSION	
1/1			







I/N	TANK FITTING	PROVIDING FUNCTION
1	1/2" NPT COUPLING	FUEL SUPPLY
2	1/2" NPT COUPLING	FUEL RETURN
3	5" NPT WELD FLANGE	EMERGENCY VENT (OUTER)
4	FUEL SENSOR	FUEL LEVEL
5	2" NPT WELD FLANGE	FUEL FILL
6	5" NPT WELD FLANGE	EMERGENCY VENT (INNER)
7	2" NPT WELD FLANGE	VENT
8	1/2" NPT FITTING	DRAIN
9	1/2" NPT FITTING	RUPTURE BASIN ALARM
10		5 GAL SPILL/FILL
11		MECH. FUEL LEVEL
12	2" NPT WELD FLANGE	SPARE PORT
13	3/8" NPT COUPLING	DRAIN

TANK P/N	10000026908
TOTAL CAPACITY	2730 [721]
USABLE CAPACITY	2670 [705]
EST. DRY WEIGHT	696 [1866]

CAPACITY SHOWN: LITER [GALLONS]
WEIGHT SHOWN: KILOGRAMS [POUNDS]
LENGTH SHOWN: MM [INCH]

NOTE: UL 142 / ULC-S601 LISTED

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ELECTRONICALLY APPROVED
INSIDE WINDCHILL

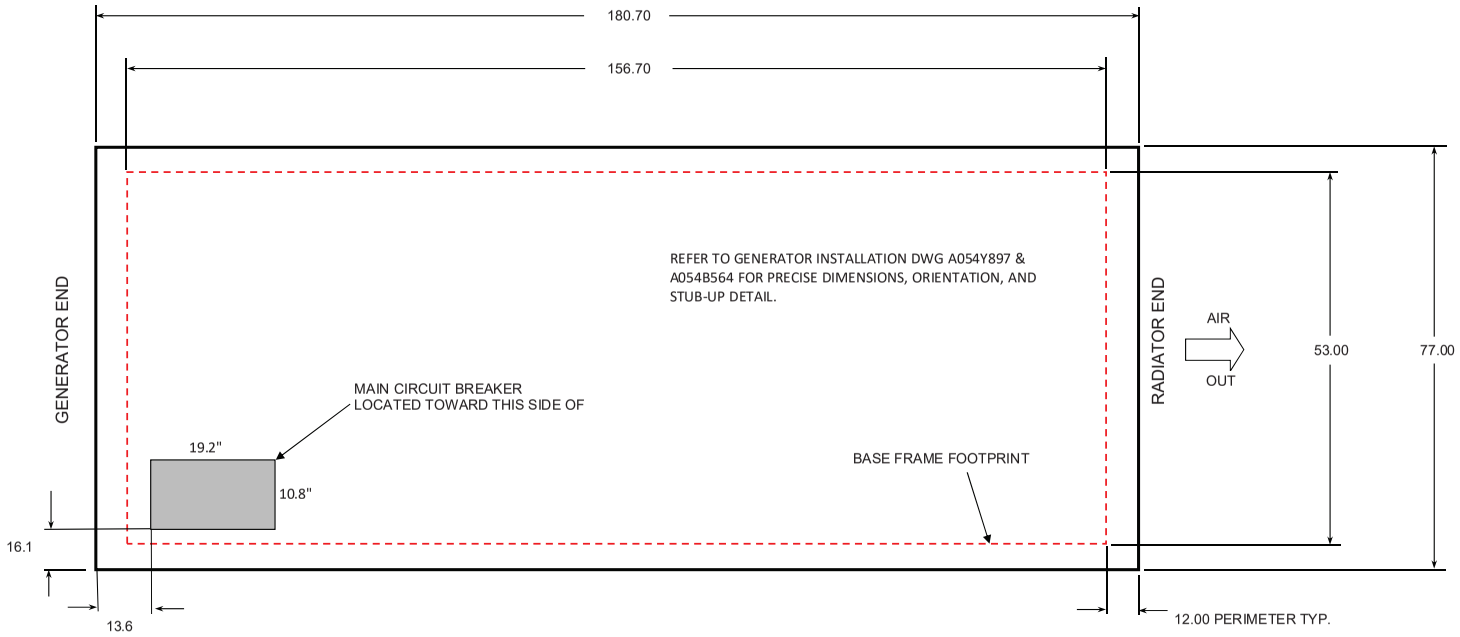
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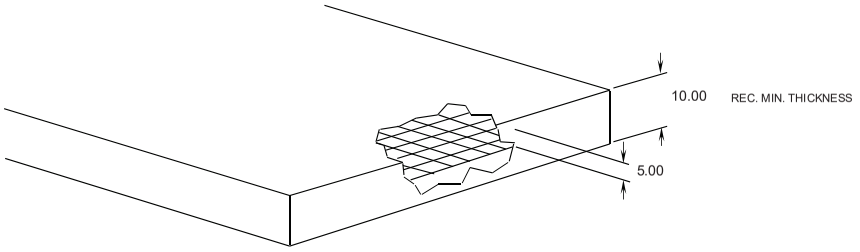
TITLE

BASETANK 705G D-GRP EXT

ISSUE DATE:	1/22/18			
SIZE	CAGE NO	DWG NO		REV
B	N/A	10000026947		
SCALE	0.035	WT-KG	123.060	SHEET 1 of 1

DRAWING IS PROVIDED FOR REFERENCE PURPOSES ONLY. IT DOES NOT TAKE INTO CONSIDERATION ANY SPECIFIC SITE CONDITIONS. REFER TO GENERATOR INSTALLATION DWG# A054Y897 & A054B564 FOR PRECISE DIMENSIONS, ORIENTATION, AND STUB-UP DETAIL. DRAWING IS NOT TO SCALE.





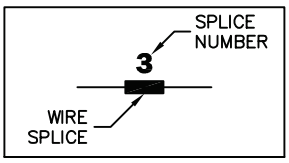
GENERATOR/PAD DATA	
GENSET BASE FRAME WIDTH	53.00 IN
GENSET BASE FRAME LENGTH	156.70 IN
FOUNDATION WIDTH	77.00 IN
FOUNDATION LENGTH	180.70 IN
TOTAL WEIGHT	**11810.50** LBS

PAD THICKNESS IS ONLY A RECOMMENDATION. PAD THICKNESS SHOULD BE CALCULATED BY AN ENGINEER, TAKING INTO CONSIDERATION THE WEIGHT OF ALL EQUIPMENT, FUEL (IF APPLICABLE), AND SOIL CONDITIONS.

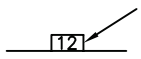
ZABATT POWER	
PROJECT NAME	0
RECOMMENDED PAD LAYOUT	
4612 HIGHWAY AVE JACKSONVILLE, FL 32254 904-384-4505 DIRECT 904-384-9915	AUTHORIZED DEALER FOR GENERAC POWER SYSTEMS, INC.
ELECTRIC POWER GENERATOR/SALES/ SERVICE/PARTS/RENTALS	ZABATT 1/0/1900

LEGEND

AH1 – ALARM HORN
ALT – DC CHARGE ALTERNATOR
AVR – AUTO VOLTAGE REGULATOR
BCC – BATTERY CHARGER CONNECTOR
BCH – BATTERY CHARGER
CAND – CAN BUS DIAGNOSTIC CONNECTOR
CB – CIRCUIT BREAKER DPE
CT_ – CURRENT TRANSFORMER
DB – DIODE BRIDGE
DS – DEEP SEA CONTROLLER CONN.
EDC – ENGINE DIGITAL CONTROL
EM – EXPANSION MODULE CONN.
ENC – EXPANSION NETWORK CONN.
ENT – EXPANSION NETWORK TERM.
ES1 – EMERGENCY STOP SWITCH
EXC – EXCITER
FB_ – FUSE BLOCK
FLS_ – FUEL LEVEL SENDER
GFCI – GROUND FAULT CIRCUIT INTERRUPT
GND – GROUND BAR CONNECTION
LD – LEAK DETECTOR
MLCB – MAIN LINE CIRCUIT BREAKER
R_ – RESISTOR
RB_ – RELAY BOARD
RB_A – RELAY BOARD CONNECTOR
RR – RUN RELAY
SC – STARTER CONTACTOR
SM – STARTER MOTOR
TB_ – TERMINAL BLOCK
WLS – COOLANT LEVEL SENDER



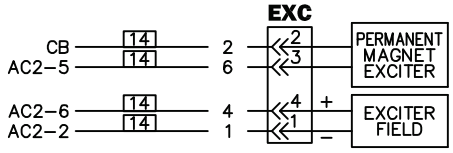
NOTE: ALL WIRES 18 AWG 600V UL LISTED UNLESS SHOWN OTHERWISE

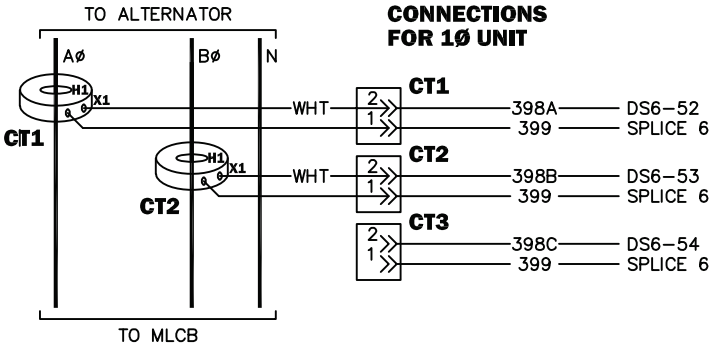


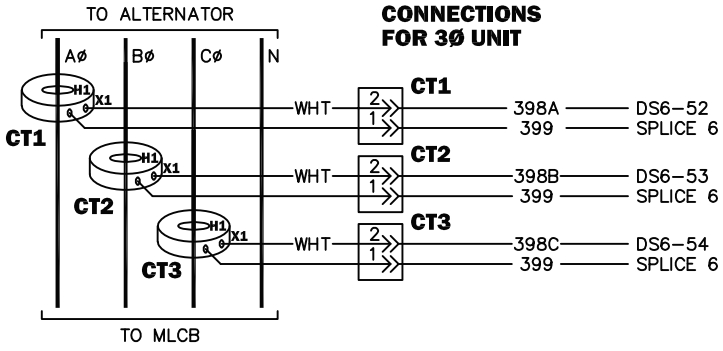
COMPONENTS LOCATED IN ALTERNATOR CONNECTION BOX

ALTERNATOR EXCITATION

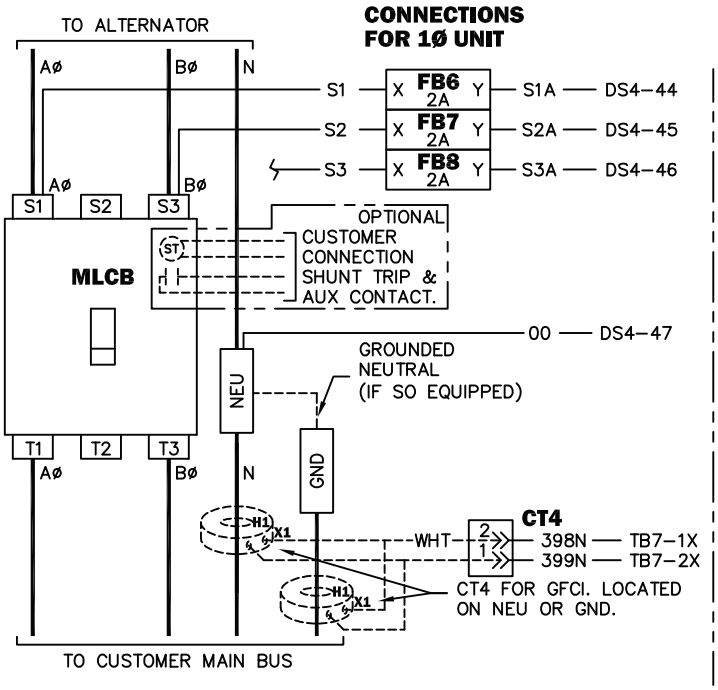
NOTE: ALL WIRES ON THIS PAGE ARE 600V RATED

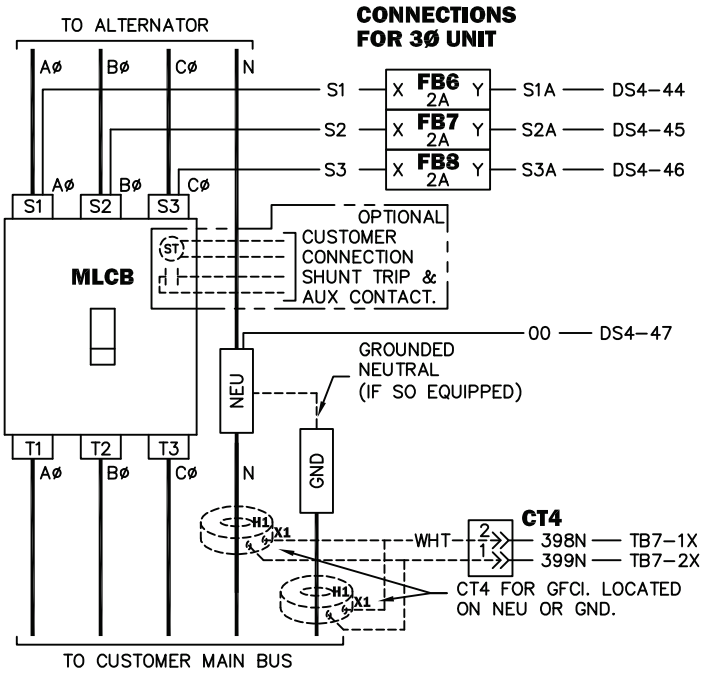






COMPONENTS LOCATED IN HIGH VOLTAGE CUSTOMER CONNECTION MODULE



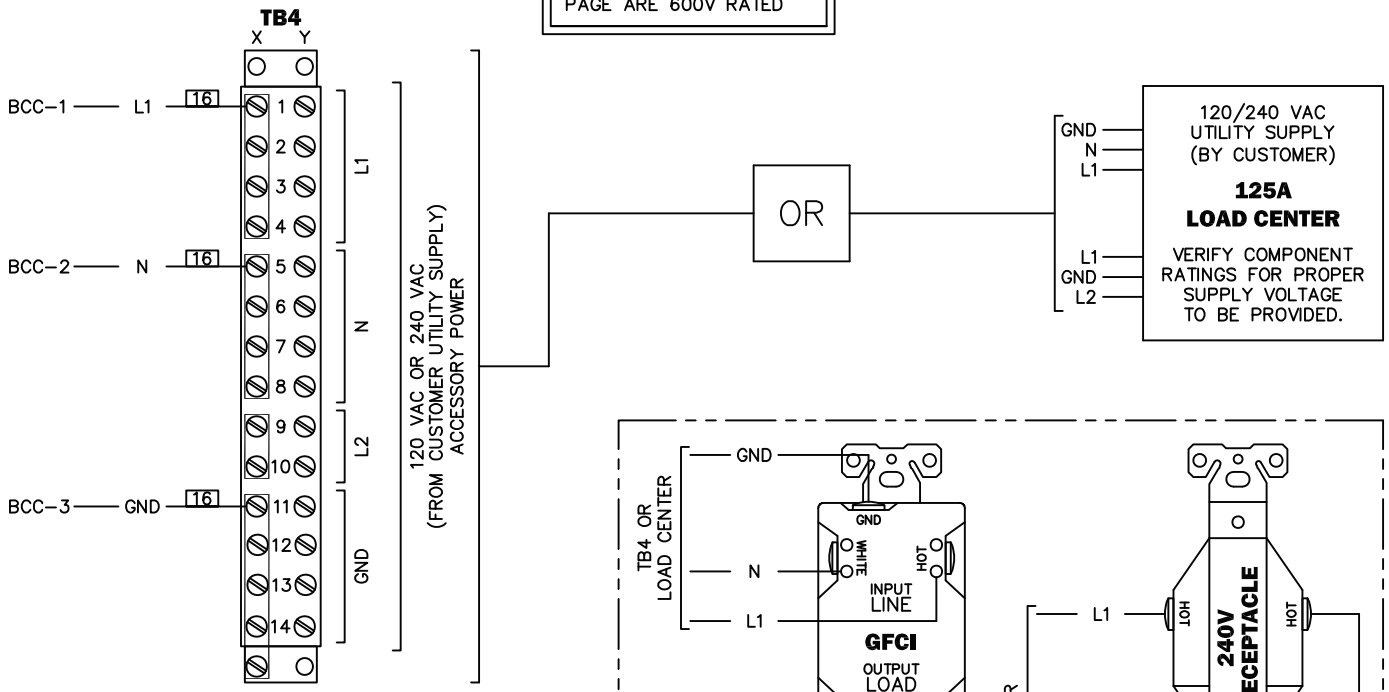


PAGE 1 OF 8

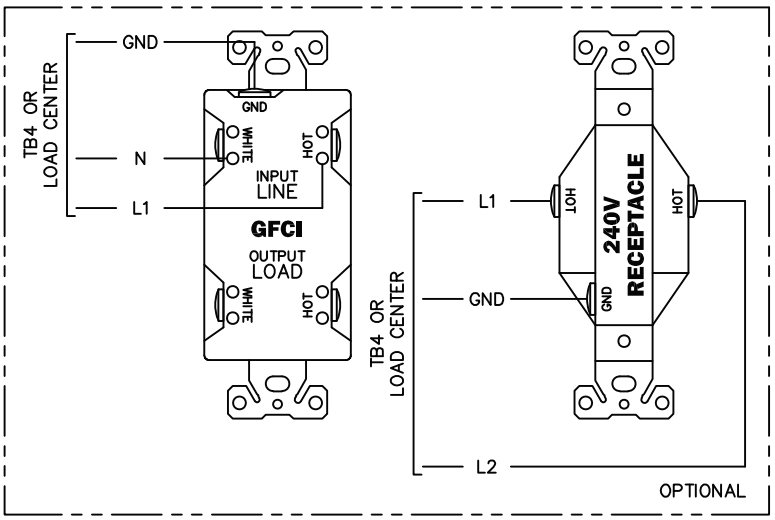
NOTE: ---- WIRES ARE POPULATED PER OPTIONS.

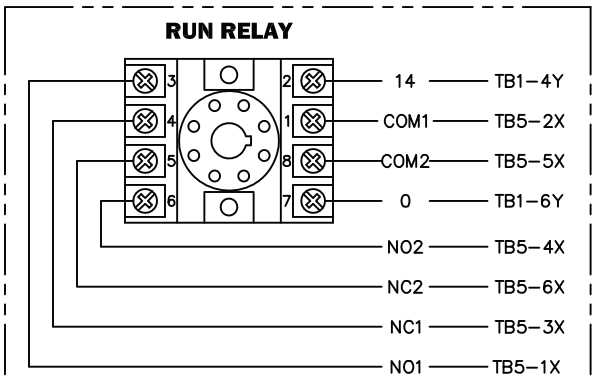
COMPONENTS LOCATED IN HIGH VOLTAGE CUSTOMER CONNECTION MODULE

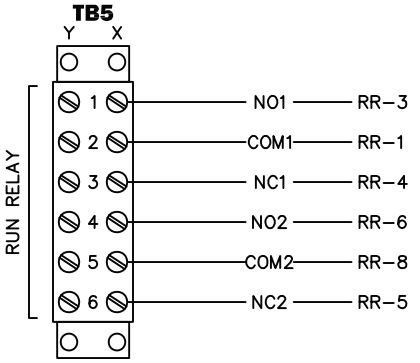
NOTE: ALL WIRES ON THIS PAGE ARE 600V RATED



NOTE:
FOR FIELD WIRING TO CUSTOMER CONNECTIONS (TERMINAL STRIP)
MAXIMUM WIRE SIZE: #10 AWG
RECOMMENDED TIGHTENING TORQUE: 14 LB-IN

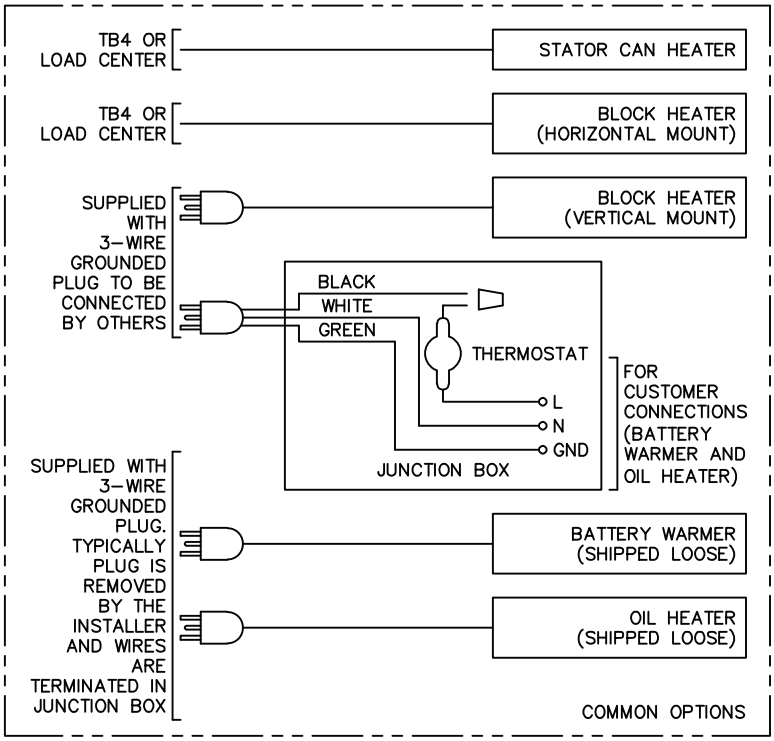






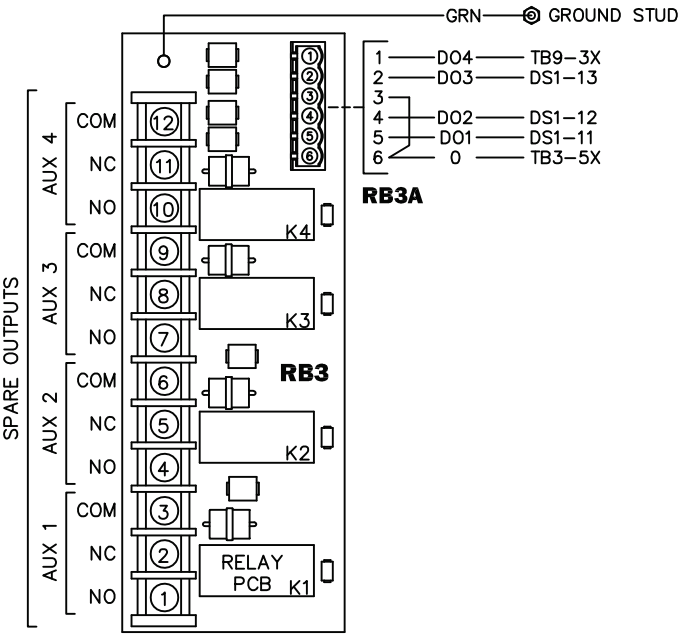
NOTE:
FOR FIELD WIRING TO CUSTOMER CONNECTIONS (TERMINAL STRIPS AND RELAY BOARD)
MAXIMUM WIRE SIZE: #14 AWG
RECOMMENDED TIGHTENING TORQUE: 12 LB-IN

OPTIONAL

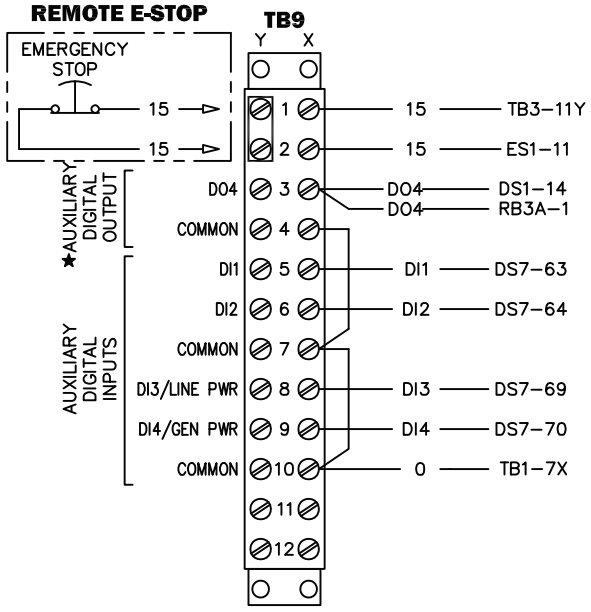


PAGE 2 OF 8

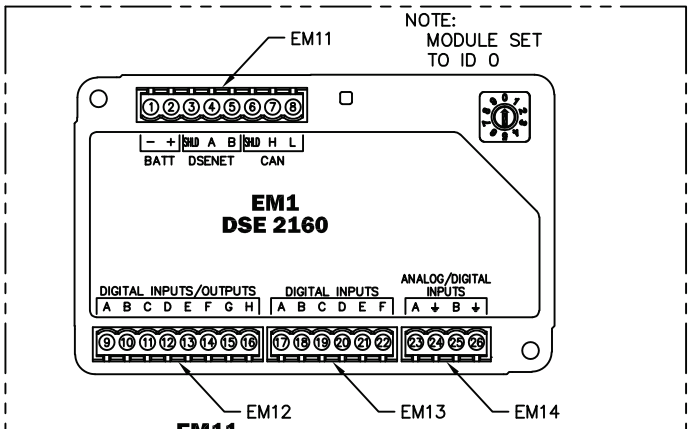
COMPONENTS LOCATED IN LOW VOLTAGE CUSTOMER CONNECTION MODULE



NOTE:
REMOVE TERMINAL BLOCK JUMPERS WHEN INSTALLING REMOTE E-STOP.



★NOTE: OUTPUT LIMITED TO 2A, 12VDC



EM11

PIN	WIRE	FROM
1	0	TB3-5Y
2	15D	TB3-6Y
3	SHLD	DS3-31
4	392	DS3-30
5	393	DS3-29
6	–	–
7	–	–
8	–	–

120Ω RESISTOR

EM13

PIN	WIRE	FROM
17	–	–
18	–	–
19	–	–
20	–	–
21	–	–
22	–	–

EM12

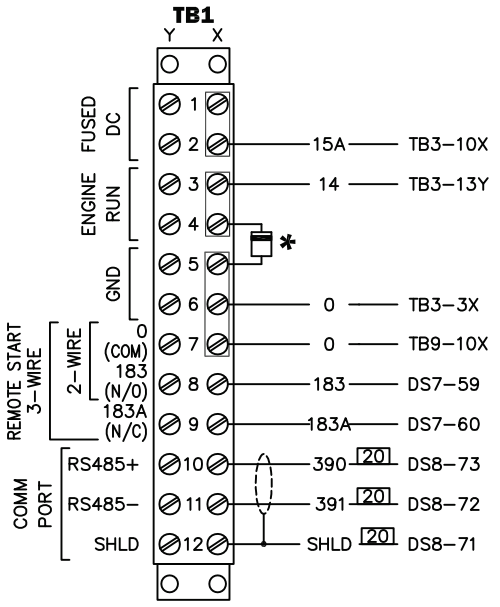
PIN	WIRE	FROM
9	–	–
10	–	–
11	–	–
12	–	–
13	–	–
14	–	–
15	–	–
16	–	–

EM14

PIN	WIRE	FROM
23	–	–
24	–	–
25	–	–
26	–	–

OPTIONAL FIELD CONFIGURABLE I/O

NOTE:
FOR FIELD WIRING TO EXPANSION MODULE CONNECTORS
MAXIMUM WIRE SIZE: #14 AWG
RECOMMENDED TIGHTENING TORQUE: 4 LB-IN

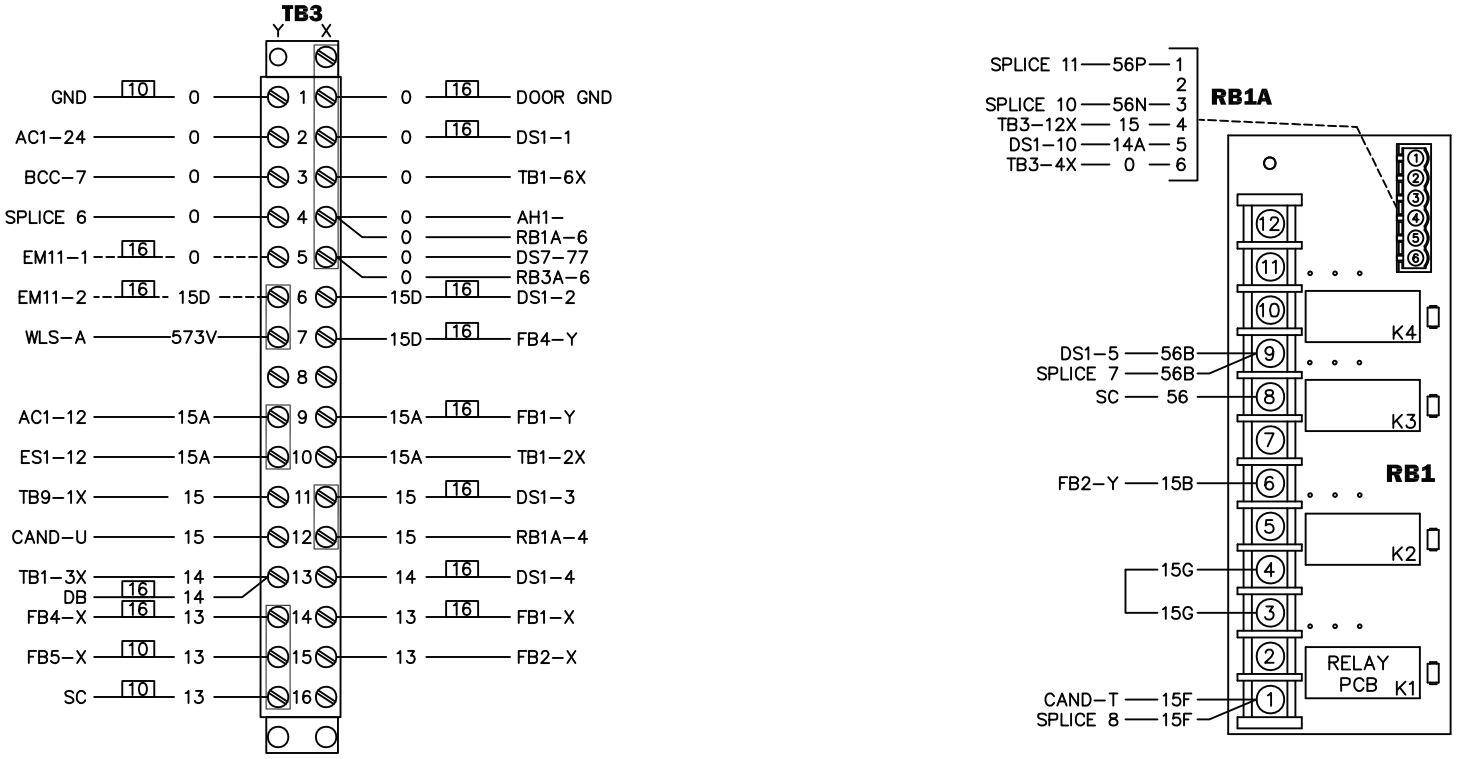


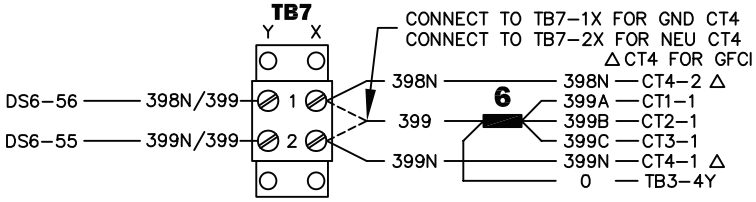
*NOTE: ENSURE LINE OF DIODE (CATHODE) IS CLOSEST TO TB1-4X FOR CORRECT POLARIZATION.

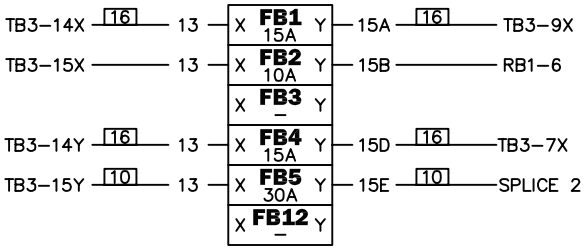
NOTE:
FOR FIELD WIRING TO CUSTOMER CONNECTIONS
(TERMINAL STRIPS AND RELAY BOARDS)
MAXIMUM WIRE SIZE: #14 AWG
RECOMMENDED TIGHTENING TORQUE: 12 LB-IN

PAGE 3 OF 8

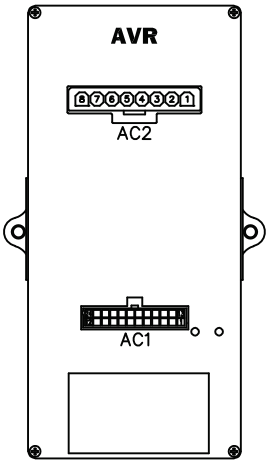
COMPONENTS LOCATED IN CONTROL PANEL







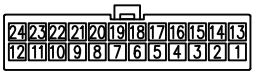
3 PHASE



COMPONENTS LOCATED IN CONTROL PANEL

GENERAC 3 PHASE AVR

AC1



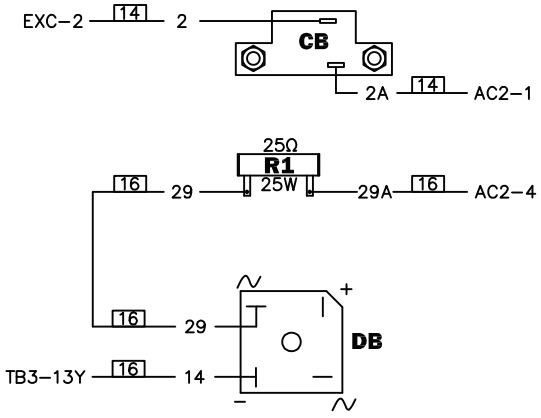
PIN	WIRE	FROM
1	–	–
2	–	–
3	–	–
4	744	DS3–27
5	743	DS3–26
6	SHLD	DS3–28
7	–	–
8	–	–
9	–	–
10	–	–
11	–	–
12	15A	TB3–9Y

PIN	WIRE	FROM
13	–	–
14	–	–
15	–	–
16	744	Y–B
17	743	Y–A
18	SHLD	Y–C
19	–	–
20	–	–
21	–	–
22	–	–
23	–	–
24	0	TB3–2Y

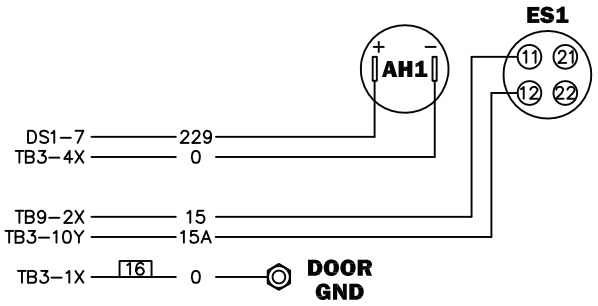
AC2



PIN	WIRE	FROM
1	2A	CB
2	1	EXC–1
3	0	GND
4	29A	R1
5	6	EXC–3
6	4	EXC–4
7	–	–
8	–	–

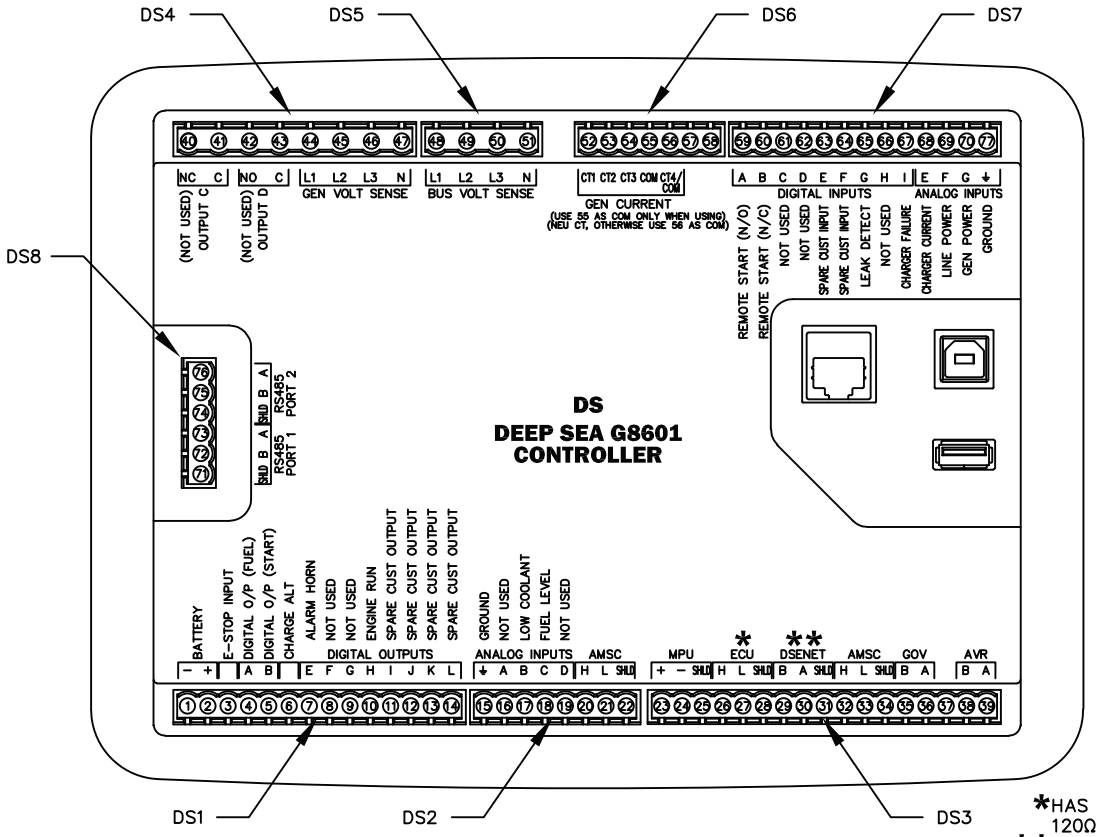


COMPONENTS LOCATED ON CONTROL PANEL DOOR



PAGE 5 OF 8

COMPONENTS LOCATED IN CONTROL PANEL



*HAS SOFTWARE ENABLED 120Ω RESISTOR.
**HAS INTERNALLY TERMINATED 120Ω RESISTOR.

DS1

PIN	WIRE	FROM
1	0	TB3–2X
2	15D	TB3–6X
3	15	TB3–11X
4	14	TB3–13X
5	56B	RB1–9
6	49	ALT
7	229	AH1+
8	–	–
9	–	–
10	14A	RB1A–5
11	DO1	RB3A–5
12	DO2	RB3A–4
13	DO3	RB3A–2
14	DO4	TB9–3X

DS2

PIN	WIRE	FROM
15	0	GND
16	–	–
17	573R	WLS–C
18	575	FLS–2
19	–	–
20	–	–
21	–	–
22	–	–

DS3

PIN	WIRE	FROM	
23	–	–	
24	–	–	
25	–	–	
26	743	AC1–5	
27	744	AC1–4	
28	SHLD	AC1–6	
29	393	EM11–5	★
30	392	EM11–4	★
31	SHLD	EM11–3	★
32	–	–	
33	–	–	
34	–	–	
35	–	–	
36	–	–	
37	–	–	
38	–	–	
39	–	–	

DS4

PIN	WIRE	FROM
40	–	–
41	–	–
42	–	–
43	–	–
44	S1A	FB6–Y
45	S2A	FB7–Y
46	S3A	FB8–Y
47	00	NEU

DS5

PIN	WIRE	FROM
48	–	–
49	–	–
50	–	–
51	–	–

DS6

PIN	WIRE	FROM
52	398A	CT1–2
53	398B	CT2–2
54	398C	CT3–2
55	398N/399	TB7–2Y
56	398N/399	TB7–1Y
57	–	–
58	–	–

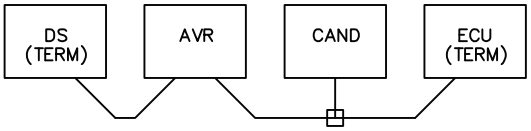
DS7

PIN	WIRE	FROM
59	183	TB1–8X
60	183A	TB1–9X
61	–	–
62	–	–
63	DI1	TB9–5X
64	DI2	TB9–6X
65	567	LD–2
66	–	–
67	505	BCC–8
68	803	BCC–6
69	DI3	TB9–8X
70	DI4	TB9–9X
77	0	TB3–5X

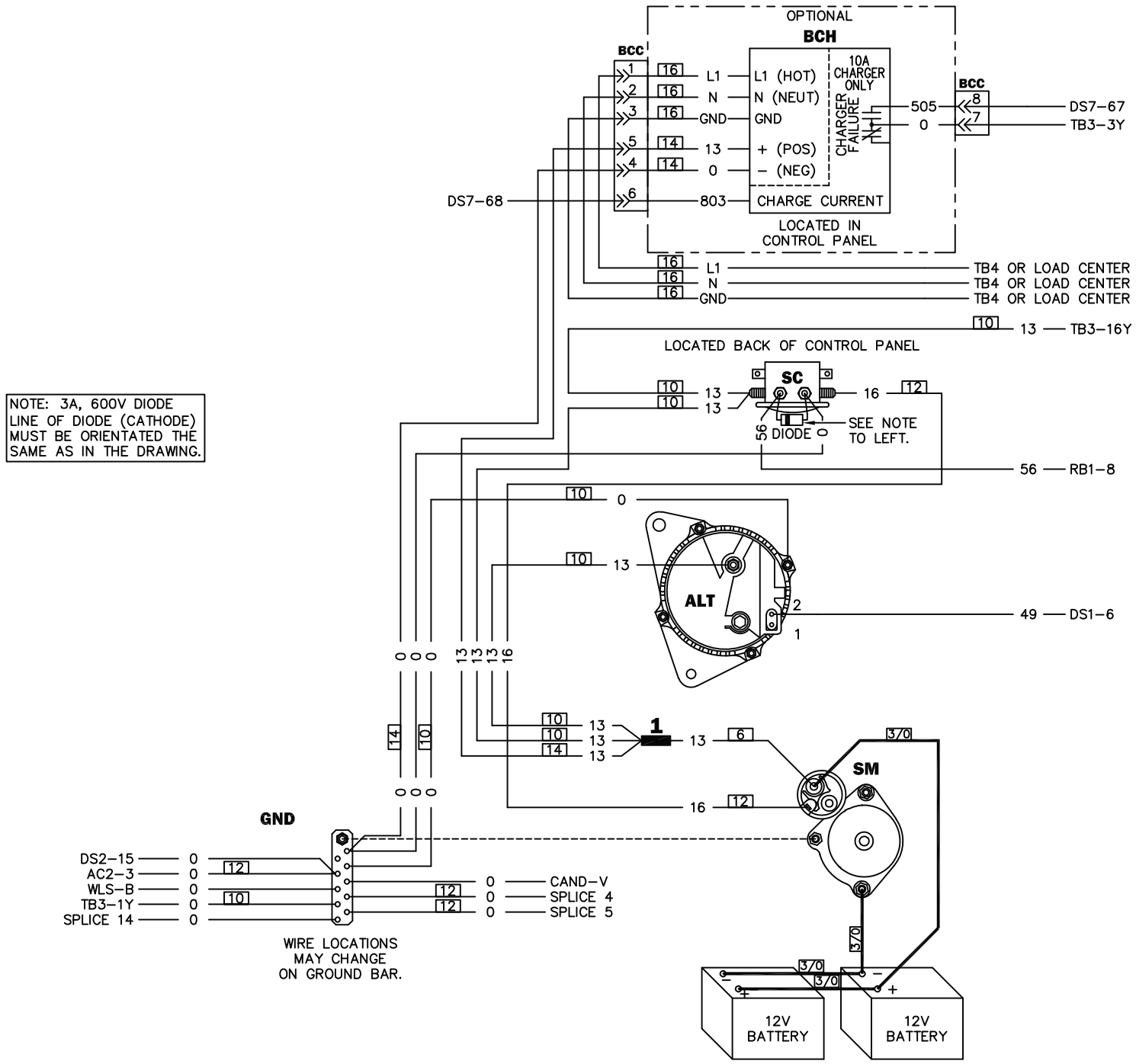
DS8

PIN	WIRE	FROM
71	SHLD	TB1–12X
72	391	TB1–11X
73	390	TB1–10X
74	–	–
75	–	–
76	–	–

CAN NETWORK DIAGRAM



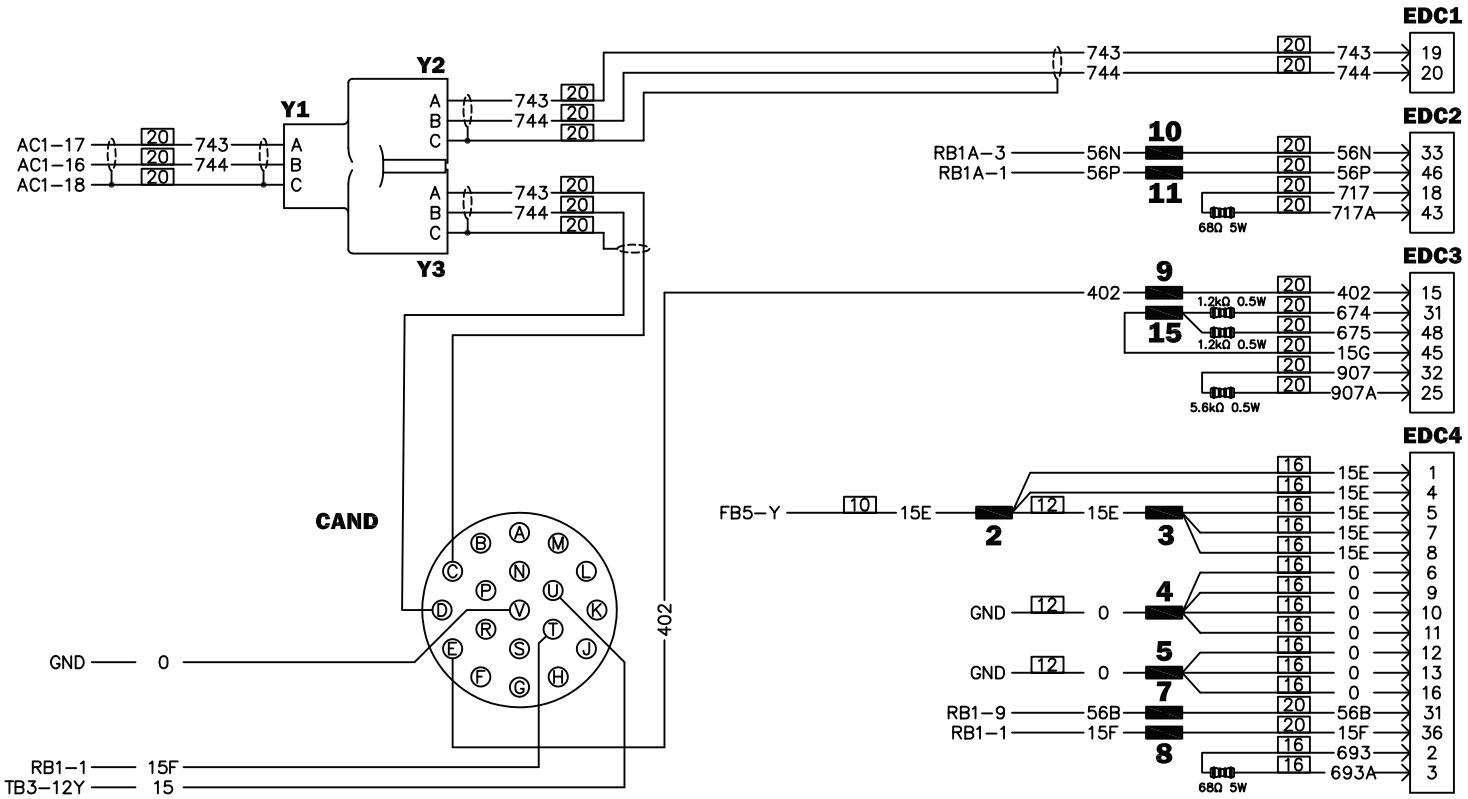
COMPONENTS LOCATED ON ENGINE

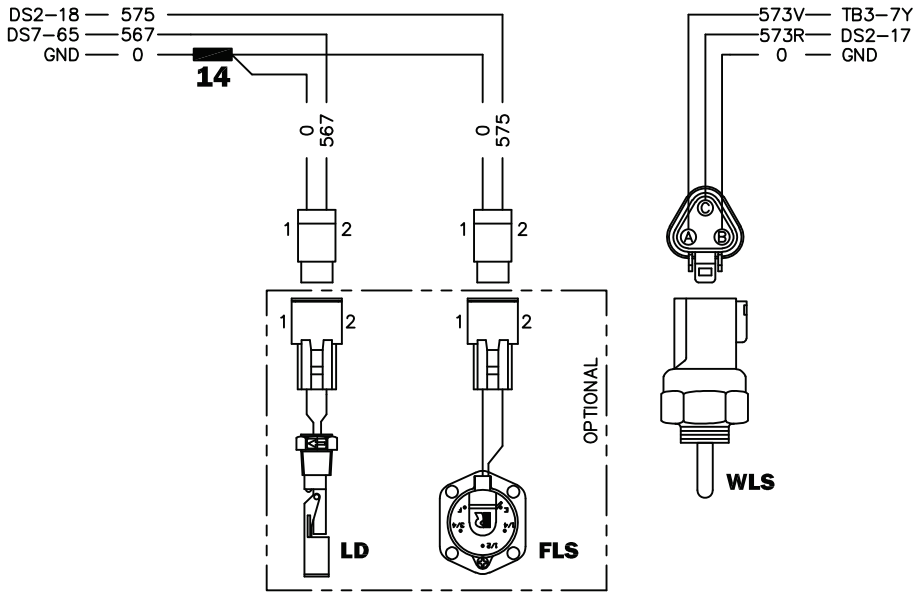


NOTE: 3A, 600V DIODE LINE OF DIODE (CATHODE) MUST BE ORIENTATED THE SAME AS IN THE DRAWING.

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COMPONENTS LOCATED ON ENGINE





EDC1

PIN	WIRE	FUNCTION
19	743	CAN 4 (HS)
20	744	CAN 4 (LS)

EDC2

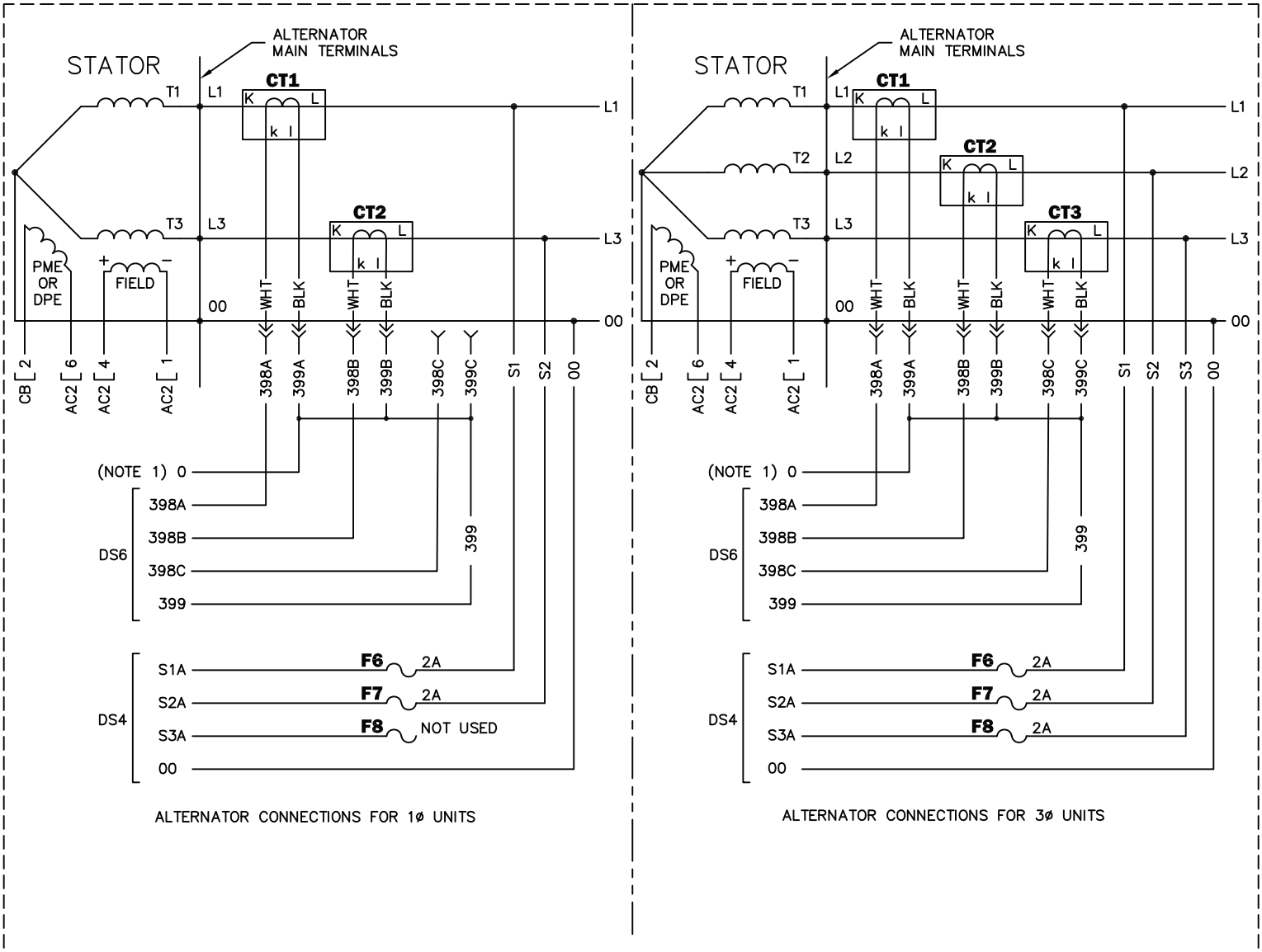
PIN	WIRE	FUNCTION
18	717	FUEL FILTER HEATING RELAY HS
33	56N	STARTER RELEASE LS
43	717A	FUEL FILTER HEATING RELAY LS
46	56P	STARTER RELEASE HS

EDC3

PIN	WIRE	FUNCTION
15	402	ENGINE SPEED OUTPUT SIGNAL
25	907A	MULTIPLE STATE SWITCH SIGNAL
31	674	LED DRIVER 3 (OBD LED)
32	907	MULTIPLE STATE SWITCH GND
45	15G	CABIN AND DASHBOARD SUPPLY 1
48	675	LED DRIVER 2 (COLD START LED)

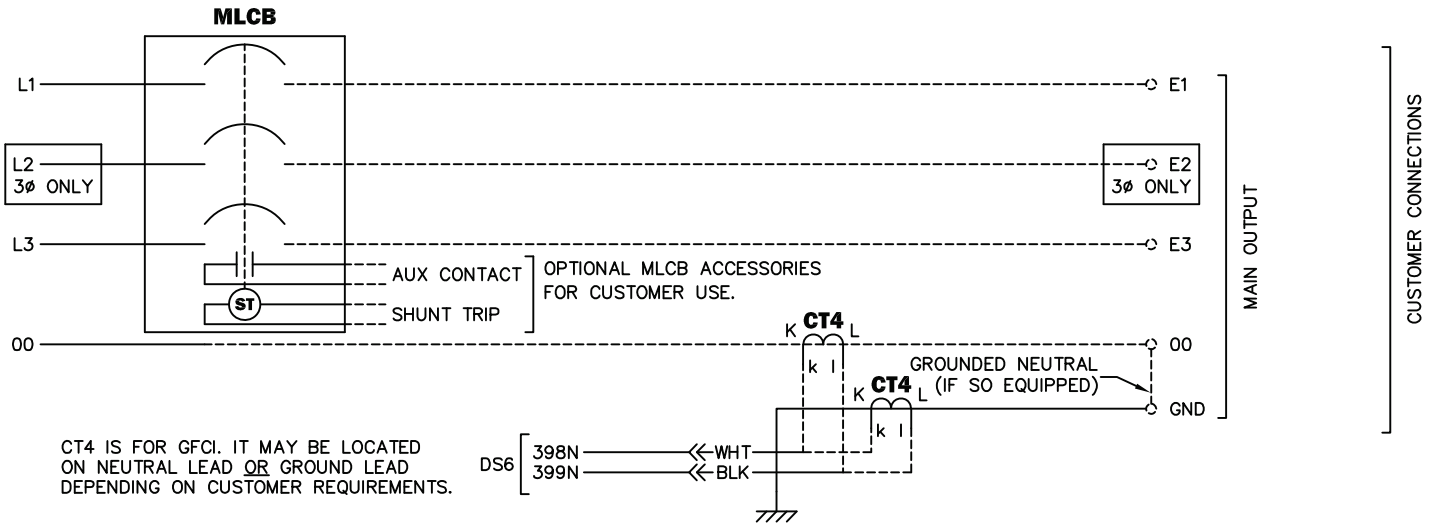
EDC4

PIN	WIRE	FUNCTION
1	15E	TERMINAL 30 (BATT +)
2	693	GRID HEATER RELAY LS
3	693A	GRID HEATER RELAY HS
4	15E	TERMINAL 30 (BATT +)
5	15E	TERMINAL 30 (BATT +)
6	0	TERMINAL 31 (BATT –)
7	15E	TERMINAL 30 (BATT +)
8	15E	TERMINAL 30 (BATT +)
9	0	SCR HEATER HOSE GND
10	0	TERMINAL 31 (BATT –)
11	0	TERMINAL 31 (BATT –)
12	0	SCR SUPPLY MODULE HEATER GND
13	0	TERMINAL 31 (BATT –)
16	0	TERMINAL 31 (BATT –)
31	56B	TERMINAL 50 SIGNAL (START)
36	15F	TERMINAL 15 SIGNAL (RUN)

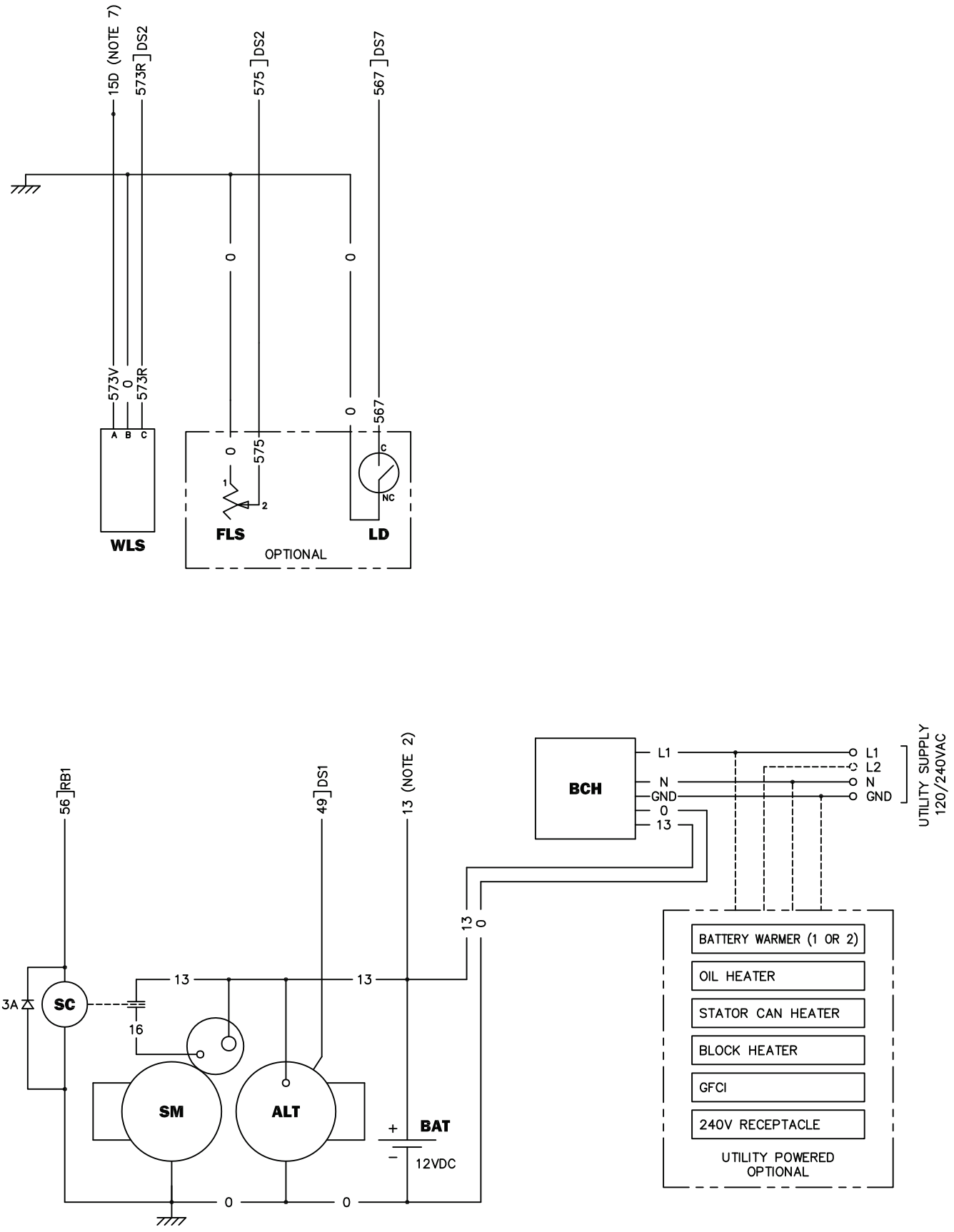


ALTERNATOR CONNECTIONS FOR 1ø UNITS

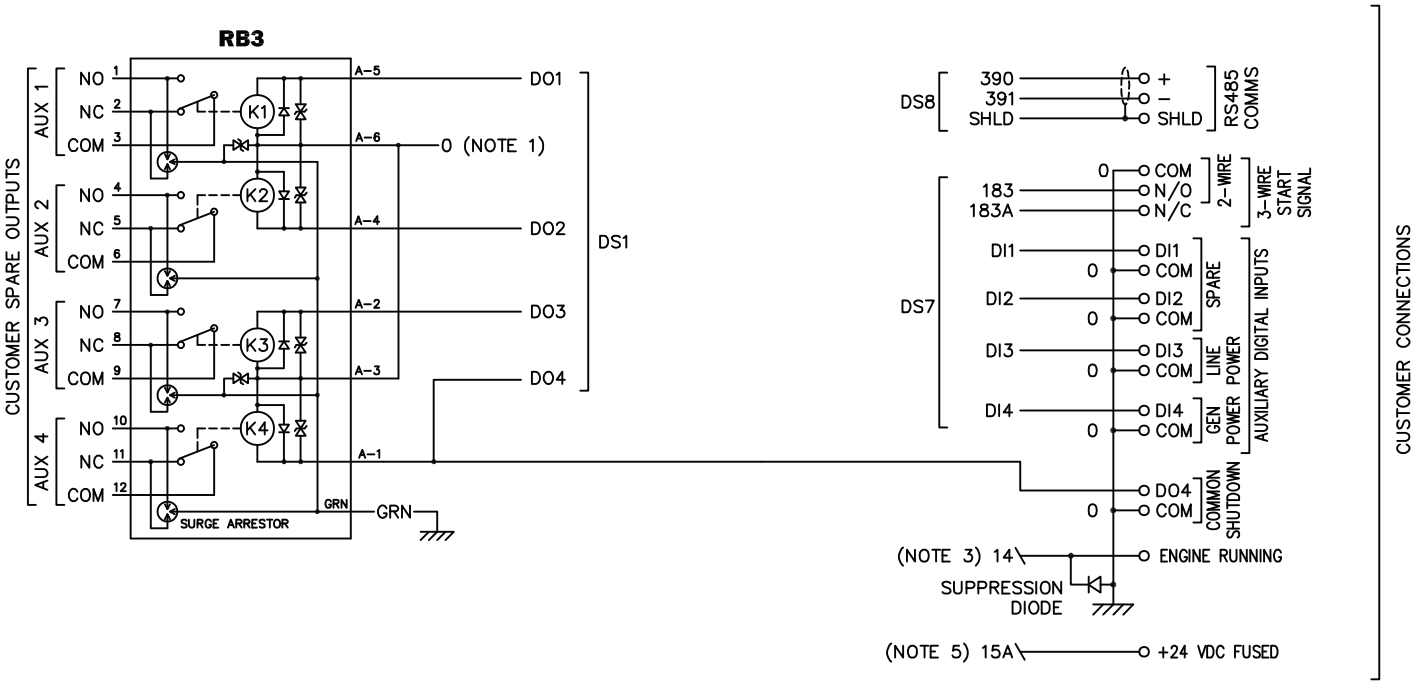
ALTERNATOR CONNECTIONS FOR 3ø UNITS

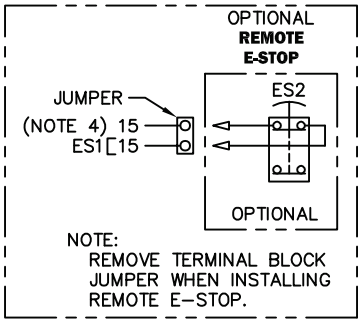


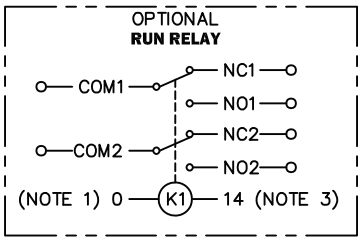
PAGE 1 OF 6

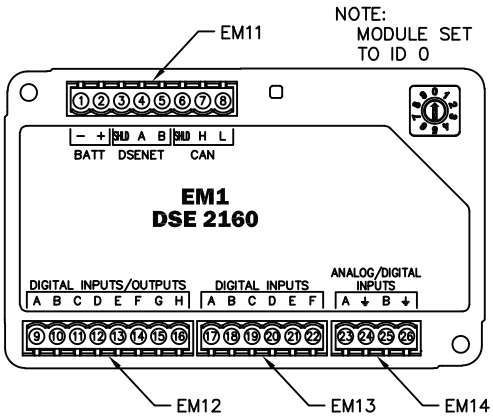

15D (NOTE 7)
573R DS2
575 DS2
567 DS7
573V
0
573R
A B C
WLS
0
575
1
2
FLS
0
567
C
NC
LD
OPTIONAL
56 RB1
49 DS1
13 (NOTE 2)
BCH
L1
N
GND
0
13
L1
L2
N
GND
UTILITY SUPPLY
120/240VAC
13
0
3A
SC
16
13
13
SM
ALT
+
BAT
−
12VDC
0
0
BATTERY WARMER (1 OR 2)
OIL HEATER
STATOR CAN HEATER
BLOCK HEATER
GFCI
240V RECEPTACLE
UTILITY POWERED
OPTIONAL

PAGE 2 0F 6









EM11

PIN	WIRE	FROM	DESCRIPTION
1	0	GND	BATTERY –
2	15D	F4	BATTERY +
3	SHLD	DS3	DSENET SHLD
4	392	DS3	DSENET A
4	–	120Ω	TERMINATING RESISTOR
5	393	DS3	DSENET B
5	–	120Ω	TERMINATING RESISTOR

EM12

PIN	WIRE	FROM	DESCRIPTION
9	–	–	SPARE DIGITAL INPUT/OUTPUT
10	–	–	SPARE DIGITAL INPUT/OUTPUT
11	–	–	SPARE DIGITAL INPUT/OUTPUT
12	–	–	SPARE DIGITAL INPUT/OUTPUT
13	–	–	SPARE DIGITAL INPUT/OUTPUT
14	–	–	SPARE DIGITAL INPUT/OUTPUT
15	–	–	SPARE DIGITAL INPUT/OUTPUT
16	–	–	SPARE DIGITAL INPUT/OUTPUT

EM13

PIN	WIRE	FROM	DESCRIPTION
17	–	–	SPARE DIGITAL INPUT
18	–	–	SPARE DIGITAL INPUT
19	–	–	SPARE DIGITAL INPUT
20	–	–	SPARE DIGITAL INPUT
21	–	–	SPARE DIGITAL INPUT
22	–	–	SPARE DIGITAL INPUT

EM14

PIN	WIRE	FROM	DESCRIPTION
23	–	–	SPARE ANALOG/DIGITAL INPUT
24	–	–	SPARE ANALOG A COMMON
25	–	–	SPARE ANALOG/DIGITAL INPUT
26	–	–	SPARE ANALOG B COMMON

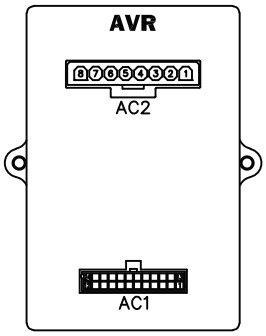
OPTIONAL FIELD CONFIGURABLE I/O

NOTE:
FOR FIELD WIRING TO CUSTOMER CONNECTIONS (TERMINAL STRIPS AND RELAY BOARDS)
MAXIMUM WIRE SIZE: #14 AWG
RECOMMENDED TIGHTENING TORQUE: 12 LB–IN

NOTE:
FOR FIELD WIRING TO EXPANSION MODULE CONNECTORS
MAXIMUM WIRE SIZE: #14 AWG
RECOMMENDED TIGHTENING TORQUE: 4 LB–IN

PAGE 3 OF 6

3 PHASE AVR CONTROLLER

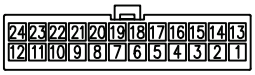


AC2



PIN	WIRE	FROM	DESCRIPTION
1	2A	CB	EXCITATION
2	1	FIELD	FIELD –
3	0	GND	FIELD GND (NOTE 1)
4	29A	R1	FIELD BOOST
5	6	DPE	EXCITATION
6	4	FIELD	FIELD +
7			
8			

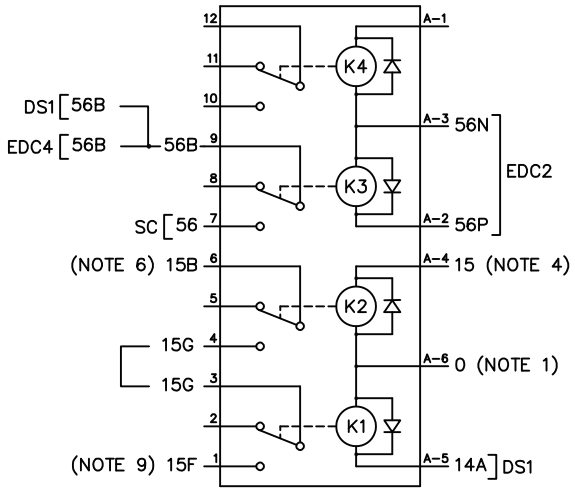
AC1



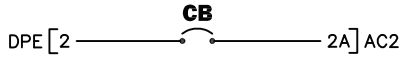
PIN	WIRE	FROM	DESCRIPTION
1			
2			
3			
4	744	DS3	CAN LOW
5	743	DS3	CAN HIGH
6	SHLD	DS3	CAN SHLD
7			
8			
9			
10			
11			
12	15A	F1	POWER +12VDC

PIN	WIRE	FROM	DESCRIPTION
13			
14			
15			
16	744	CAND	CAN LOW
17	743	CAND	CAN HIGH
18	SHLD	CAND	CAN SHLD
19			
20			
21			
22			
23			
24	0	GND	BATTERY –

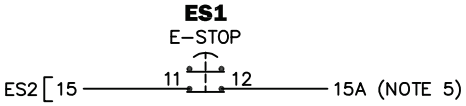
RB1



CB

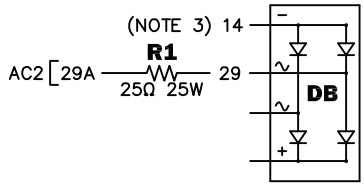


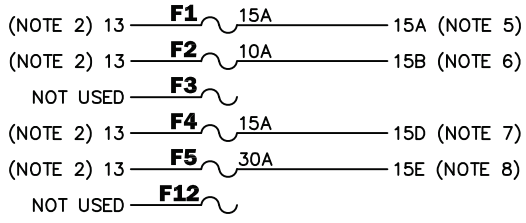
ES1
E–STOP



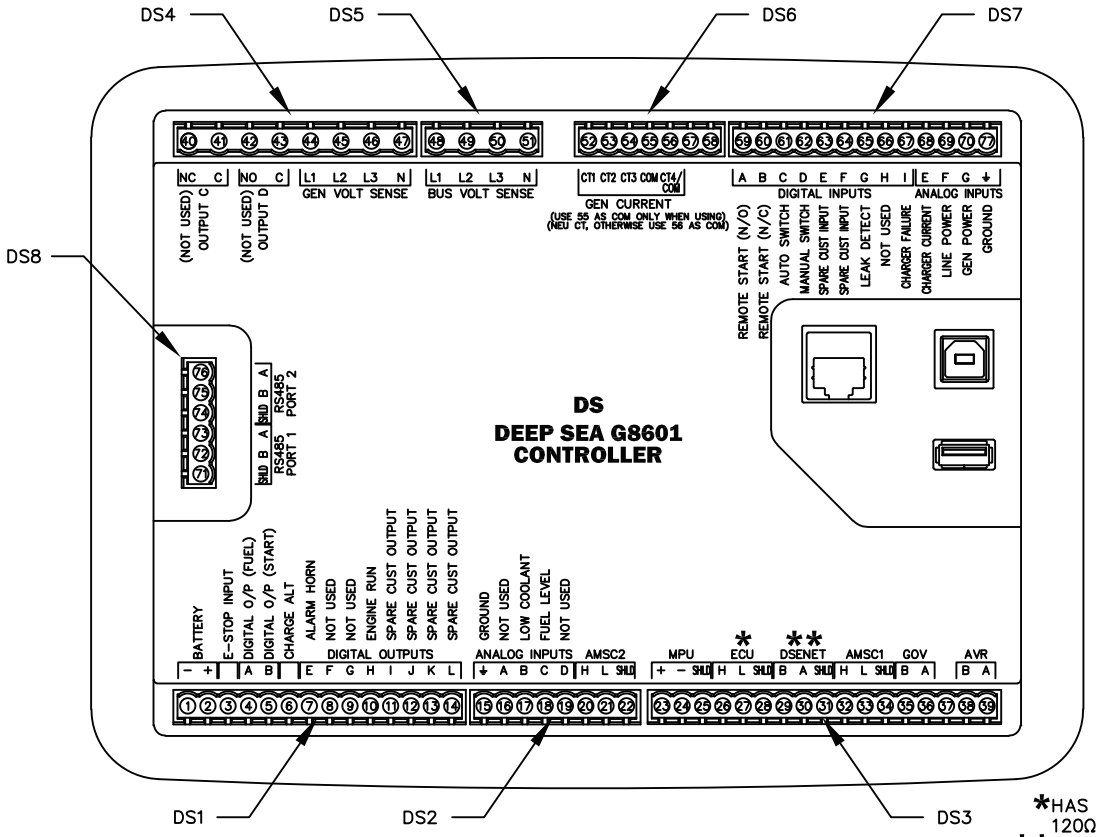
AH1
ALARM







PAGE 4 OF 6



*HAS SOFTWARE ENABLED 120Ω RESISTOR.
**HAS INTERNALLY TERMINATED 120Ω RESISTOR.

DS1

PIN	WIRE	TO	FUNCTION
1	0	GND	BATTERY −
2	15D	F4	BATTERY +
3	15	ES2	E−STOP INPUT
4	14	DB	DIGITAL O/P (RUN)
5	56B	EDC	DIGITAL O/P (START)
6	49	ALT	DC CHARGE ALT
7	229	AH	ALARM HORN
10	14A	RB1	ECM RUN
11	DO1	RB3	CUSTOMER AUX 1 DIGITAL OUTPUT
12	DO2	RB3	CUSTOMER AUX 2 DIGITAL OUTPUT
13	DO3	RB3	CUSTOMER AUX 3 DIGITAL OUTPUT
14	DO4	RB3	CUST AUX 4 DIGITAL OUTPUT / COMMON SHUTDOWN

DS2

PIN	WIRE	TO	FUNCTION
15	0	GND	CHASSIS GROUND
17	573R	WLS	LOW COOLANT
18	575	FLS	FUEL LEVEL

DS3

PIN	WIRE	TO	FUNCTION
26	743	AC1	CAN HIGH
27	744	AC1	CAN LOW
28	SHLD	AC1	CAN SHLD
29	393	EM11	DSENET B
30	392	EM11	DSENET A
31	SHLD	EM11	DSENET SHLD

DS4

PIN	WIRE	TO	FUNCTION
44	S1A	F6	GEN VOLT SENSE L1
45	S2A	F7	GEN VOLT SENSE L2
46	S3A	F8	GEN VOLT SENSE L3
47	00	NEUTRAL	GEN VOLT SENSE NEUTRAL

DS5

PIN	WIRE	TO	FUNCTION

DS6

PIN	WIRE	TO	FUNCTION
52	398A	CT1	GEN PHASE A
53	398B	CT2	GEN PHASE B
54	398C	CT3	GEN PHASE C
55	399N/399	CT COMMON	GEN PHASE COM
56	398N/399	CT4/CT COMMON	GEN PHASE N / GEN PHASE COM

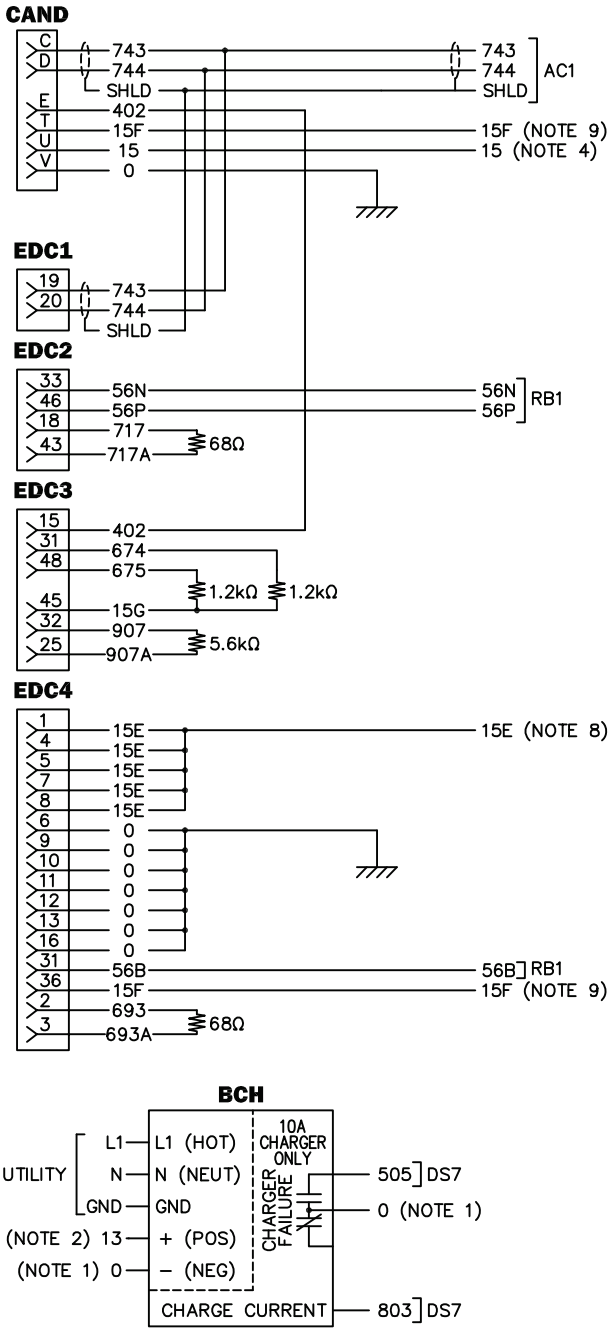
DS7

PIN	WIRE	TO	FUNCTION
59	183	REMOTE START	2−WIRE REMOTE START (N.O.)
60	183A	REMOTE START	3−WIRE REMOTE START (N.C.)
63	DI1	AUX INPUT 1	CUSTOMER AUX 1 DIGITAL INPUT
64	DI2	AUX INPUT 2	CUSTOMER AUX 2 DIGITAL INPUT
65	567	LD	LEAK DETECT
67	505	BCH	BATTERY CHARGER FAIL
68	803	BCH	BATTERY CHARGER CURRENT
69	DI3	LINE POWER	LINE POWER SIGNAL
70	DI4	GEN POWER	GENERATOR POWER SIGNAL
77	0	GND	BATTERY −

DS8

PIN	WIRE	TO	FUNCTION
71	SHLD	RS485 COMMS	RS485 SHLD
72	391	RS485 COMMS	RS485 B
73	390	RS485 COMMS	RS485 A

PAGE 5 OF 6



EDC1

PIN	WIRE	TO	FUNCTION
19	743	CAND	CAN 4 (HS)
20	744	CAND	CAN 4 (LS)

EDC2

PIN	WIRE	TO	FUNCTION
18	717	68Ω	FUEL FILTER HEATING RELAY HS
33	56N	RB1	STARTER RELEASE LS
43	717A	68Ω	FUEL FILTER HEATING RELAY LS
46	56P	RB1	STARTER RELEASE HS

EDC3

PIN	WIRE	TO	FUNCTION
15	402	CAND	ENGINE SPEED OUTPUT SIGNAL
25	907A	5.6kΩ	MULTIPLE STATE SWITCH SIGNAL
31	674	1.2kΩ	LED DRIVER 3 (OBD LED)
32	907	5.6KΩ	MULTIPLE STATE SWITCH GND
45	15G	1.2kΩ/1.2kΩ	CABIN AND DASHBOARD SUPPLY 1
48	675	1.2kΩ	LED DRIVER 2 (COLD START LED)

EDC4

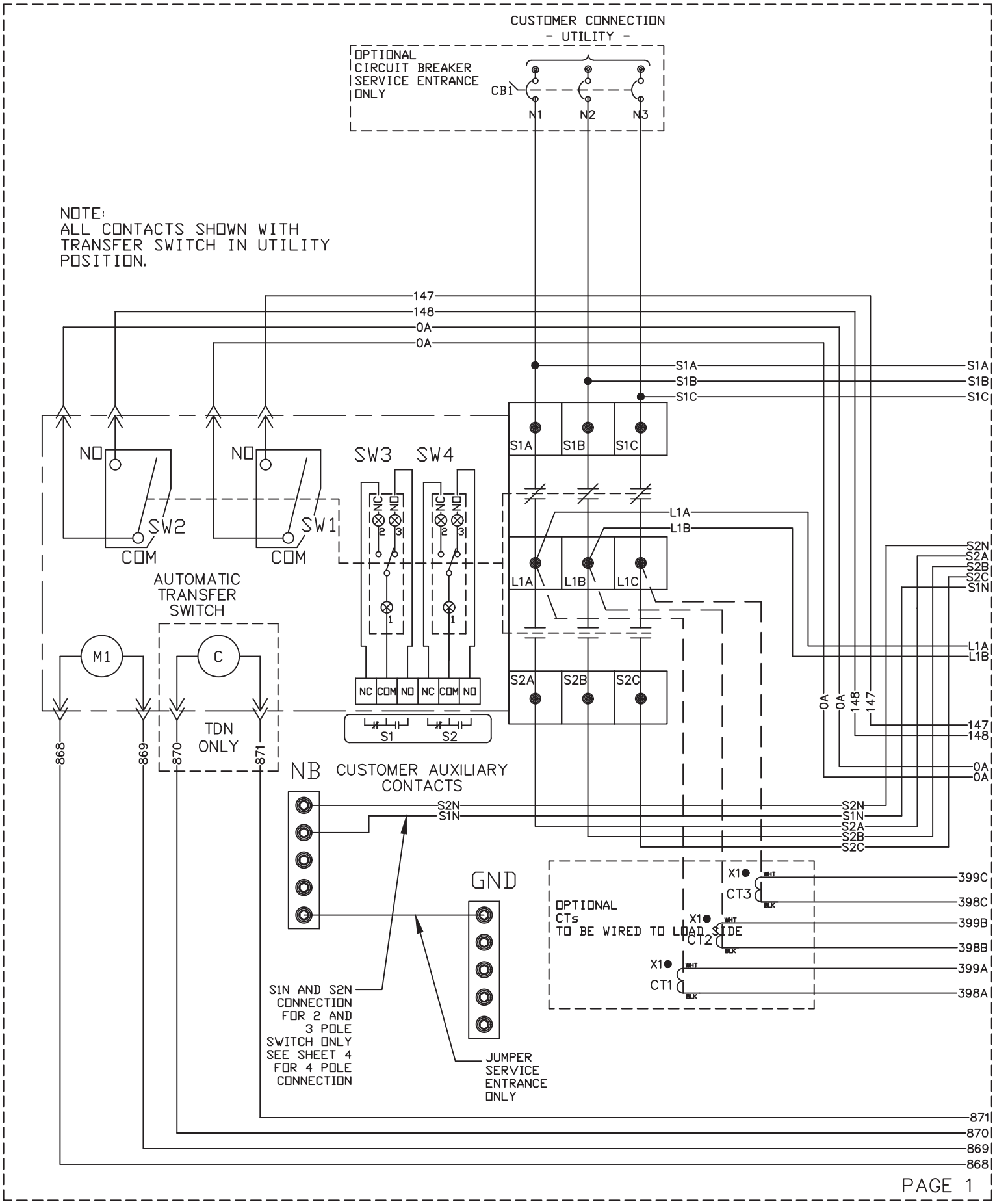
PIN	WIRE	TO	FUNCTION
1	15E	FB5	TERMINAL 30 (BATT +)
2	693	68Ω	GRID HEATER RELAY LS
3	693A	68Ω	GRID HEATER RELAY HS
4	15E	FB5	TERMINAL 30 (BATT +)
5	15E	FB5	TERMINAL 30 (BATT +)
6	0	GND	TERMINAL 31 (BATT –)
7	15E	FB5	TERMINAL 30 (BATT +)
8	15E	FB5	TERMINAL 30 (BATT +)
9	0	GND	TERMINAL 31 (BATT –)
11	0	GND	TERMINAL 31 (BATT –)
12	0	GND	TERMINAL 31 (BATT –)
13	0	GND	TERMINAL 31 (BATT –)
16	0	GND	TERMINAL 31 (BATT –)
31	56B	RB1	TERMINAL 50 SIGNAL (START)
36	15F	RB1	TERMINAL 15 SIGNAL (RUN)

NOTES:

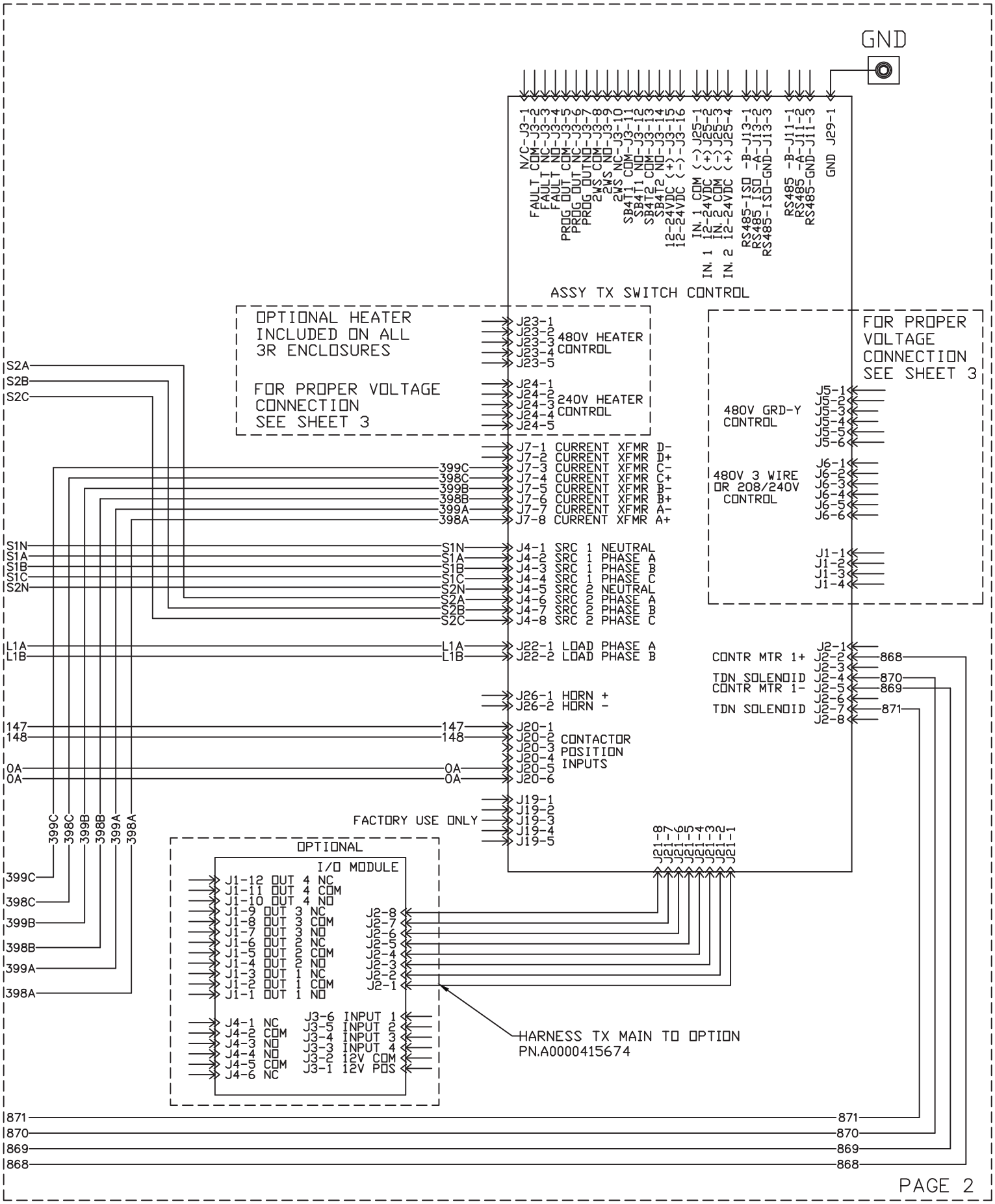
1) WIRE# 0 IS CHASSIS GROUND (BATTERY–) UNLESS NOTED OTHERWISE.
2) WIRE# 13 IS UNFUSED +12VDC (BATTERY+).
3) WIRE# 14 IS FUSED +12VDC WHEN GENERATOR IS CRANKING OR RUNNING.
4) WIRE# 15 IS FUSED +12VDC WHEN E–STOP IS NOT ACTIVATED.
5) WIRE# 15A IS FUSED +12VDC FOR GENERAL USE.
6) WIRE# 15B IS FUSED +12VDC TO SOURCE SWITCHED POWER FOR ENGINE CONTROL UNIT.
7) WIRE# 15D IS FUSED +12VDC FOR THE GENERATOR CONTROL MODULES.
8) WIRE# 15E IS FUSED +12VDC FOR ENGINE CONTROL UNIT BATT+ POWER.
9) WIRE# 15F AND 15G IS FUSED +12VDC CONTROLLED BY GENERATOR CONTROL MODULE TO SWITCH ENGINE CONTROL UNIT.

LEGEND

00 – NEUTRAL	CB – CIRCUIT BREAKER	F_ – FUSE	SC – STARTER CONTACTOR
AC_ – AVR CONNECTOR	CT_ – CURRENT TRANSFORMER	FLS_ – FUEL LEVEL SENDER	SM – STARTER MOTOR
AH1 – ALARM HORN	DB – DIODE BRIDGE	GFCI – GROUND FAULT CIRCUIT INTERRUPT	WLS_ – COOLANT LEVEL SENDER
ALT – DC CHARGE ALTERNATOR	DPE – EXCITER	LD – LEAK DETECTOR	
AVR – AUTO VOLTAGE REGULATOR	DS – DEEP SEA CONTROLLER	MLCB – MAIN LINE CIRCUIT BREAKER	
BAT – BATTERY	EDC – ENGINE DIGITAL CONTROL	PME – PERMANENT MAGNET EXCITER	
BCH – BATTERY CHARGER	EM – EXPANSION MODULE	R_ – RESISTOR	
CAND – CAN BUS DIAGNOSTIC CONN.	ES1 – EMERGENCY STOP SWITCH	RB_ – RELAY BOARD	



SCHEMATIC - DIAGRAM



SCHEMATIC - DIAGRAM

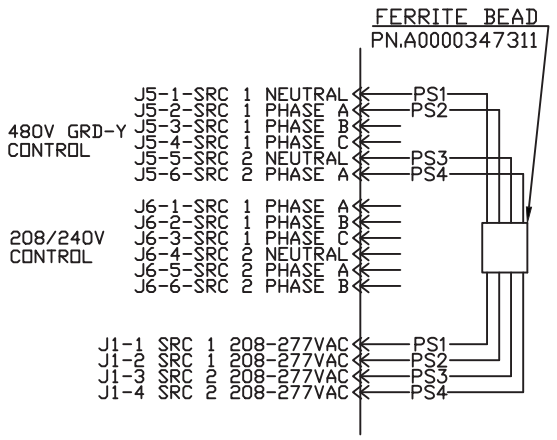
TX CONTROL 600A TRANSFER SW

REVISION: CN-0084844-F

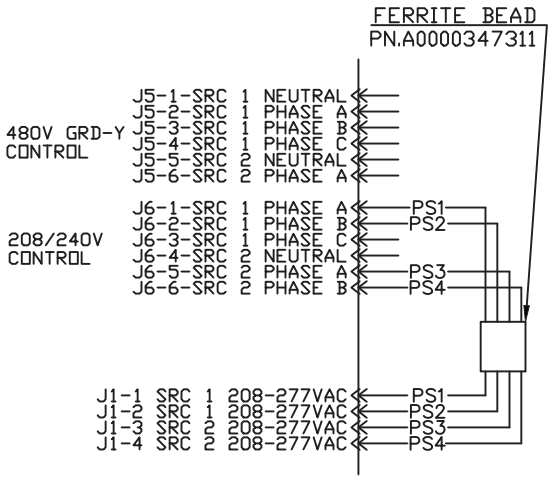
DATE: 5/1/24

DRAWING #: A0000247536

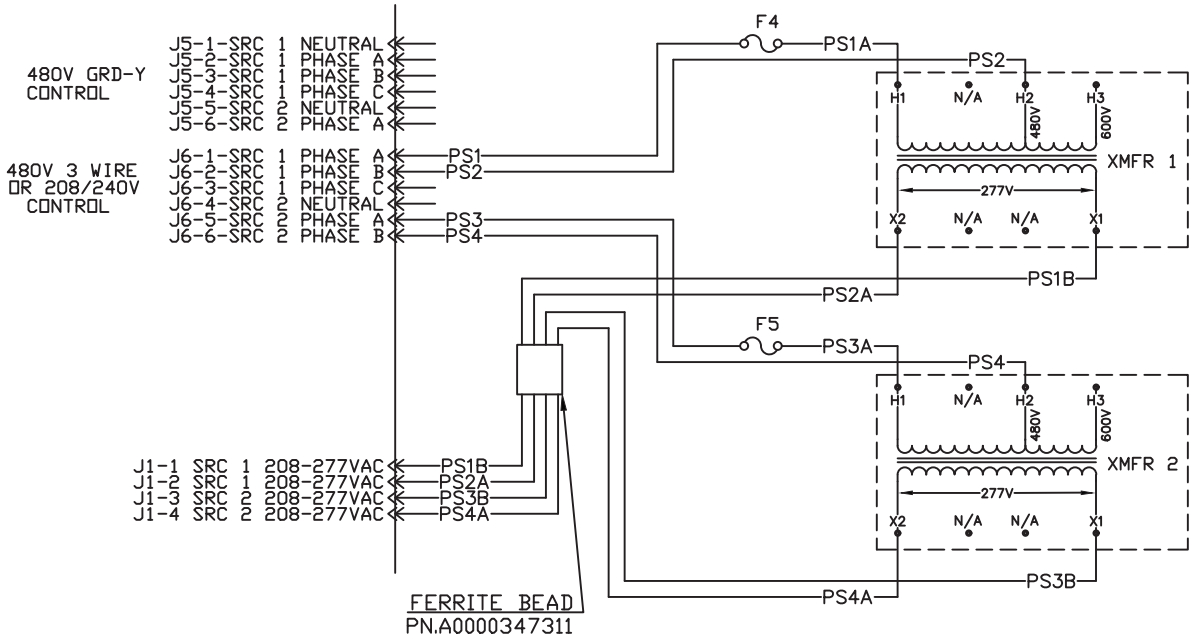
480V GRD-Y CONTROL



208/240V CONTROL

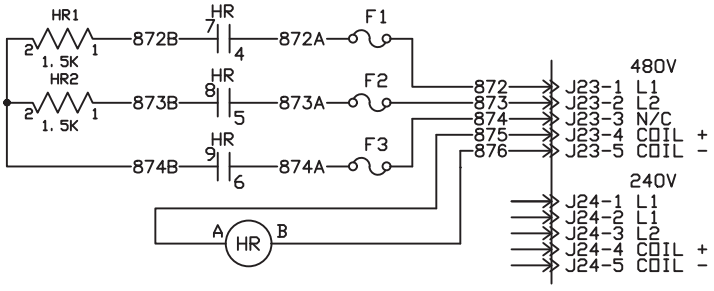


480V CONNECTION WITH TRANSFORMERS



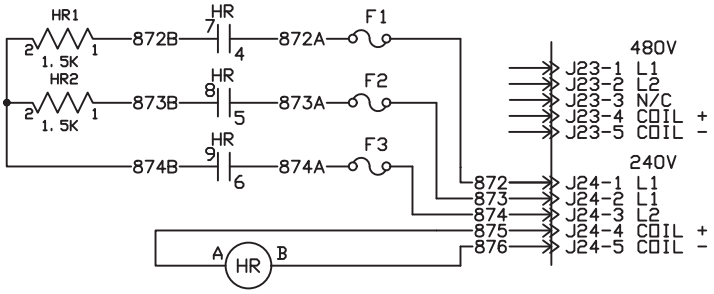
480V HEATER CONTROL

OPTIONAL HEATER
INCLUDED ON ALL 3R ENCLOSURES



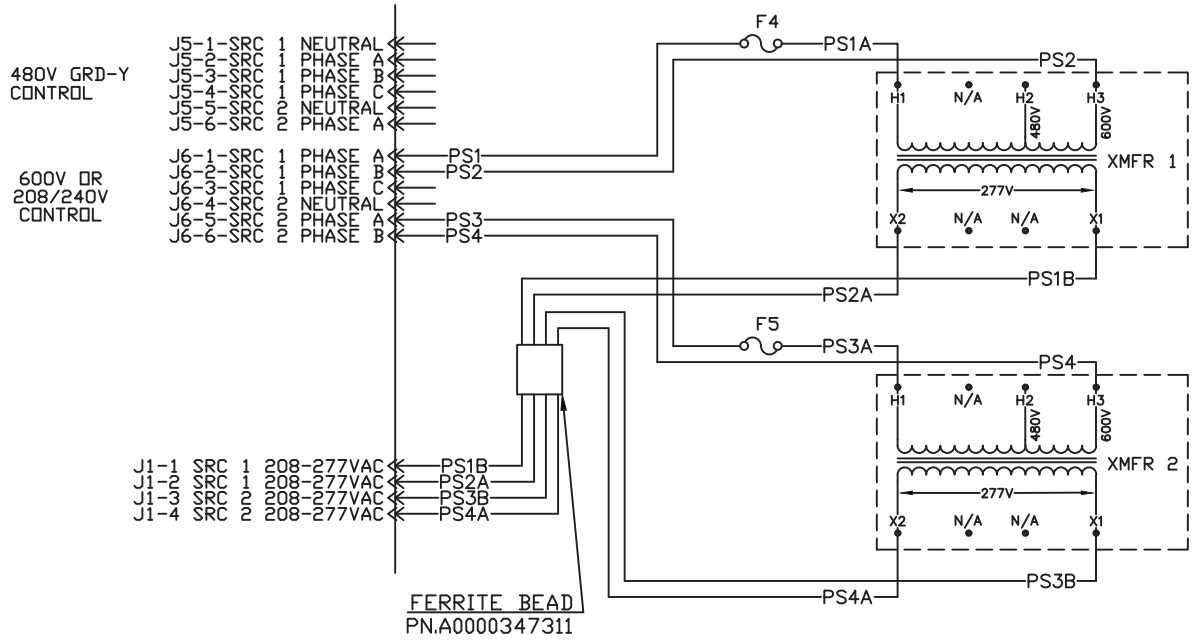
208/240V HEATER CONTROL

OPTIONAL HEATER
INCLUDED ON ALL 3R ENCLOSURES



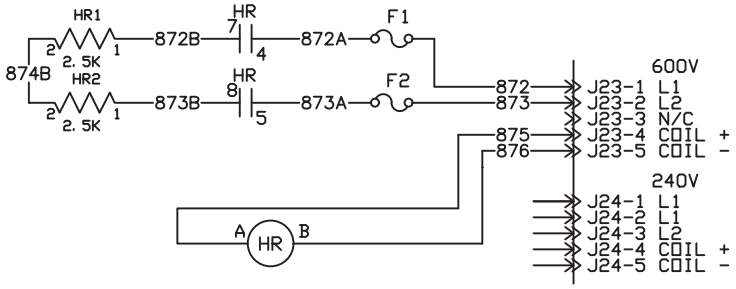
PAGE 3

600V CONNECTION WITH TRANSFORMERS



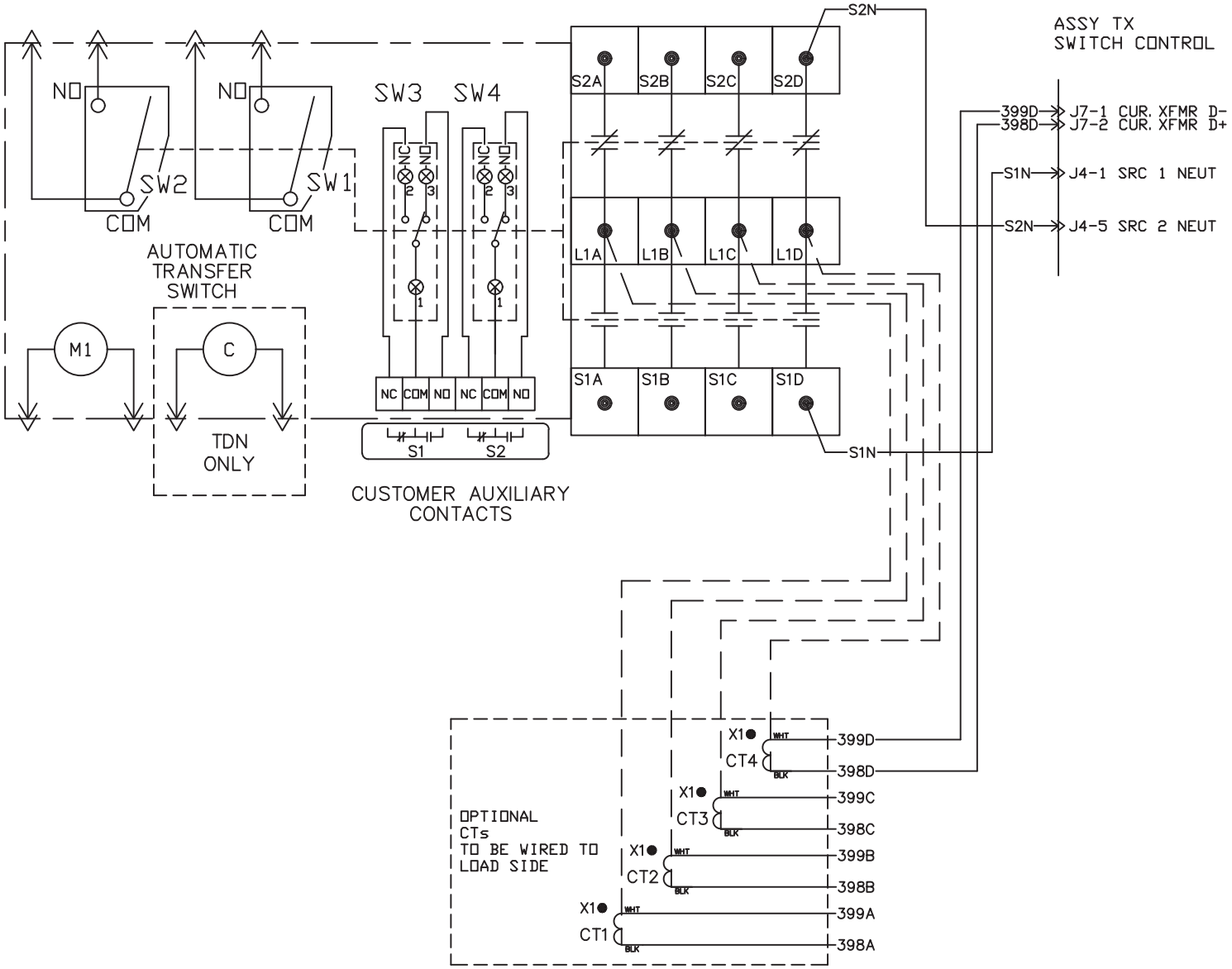
600V HEATER CONTROL

OPTIONAL HEATER
INCLUDED ON ALL 3R ENCLOSURES



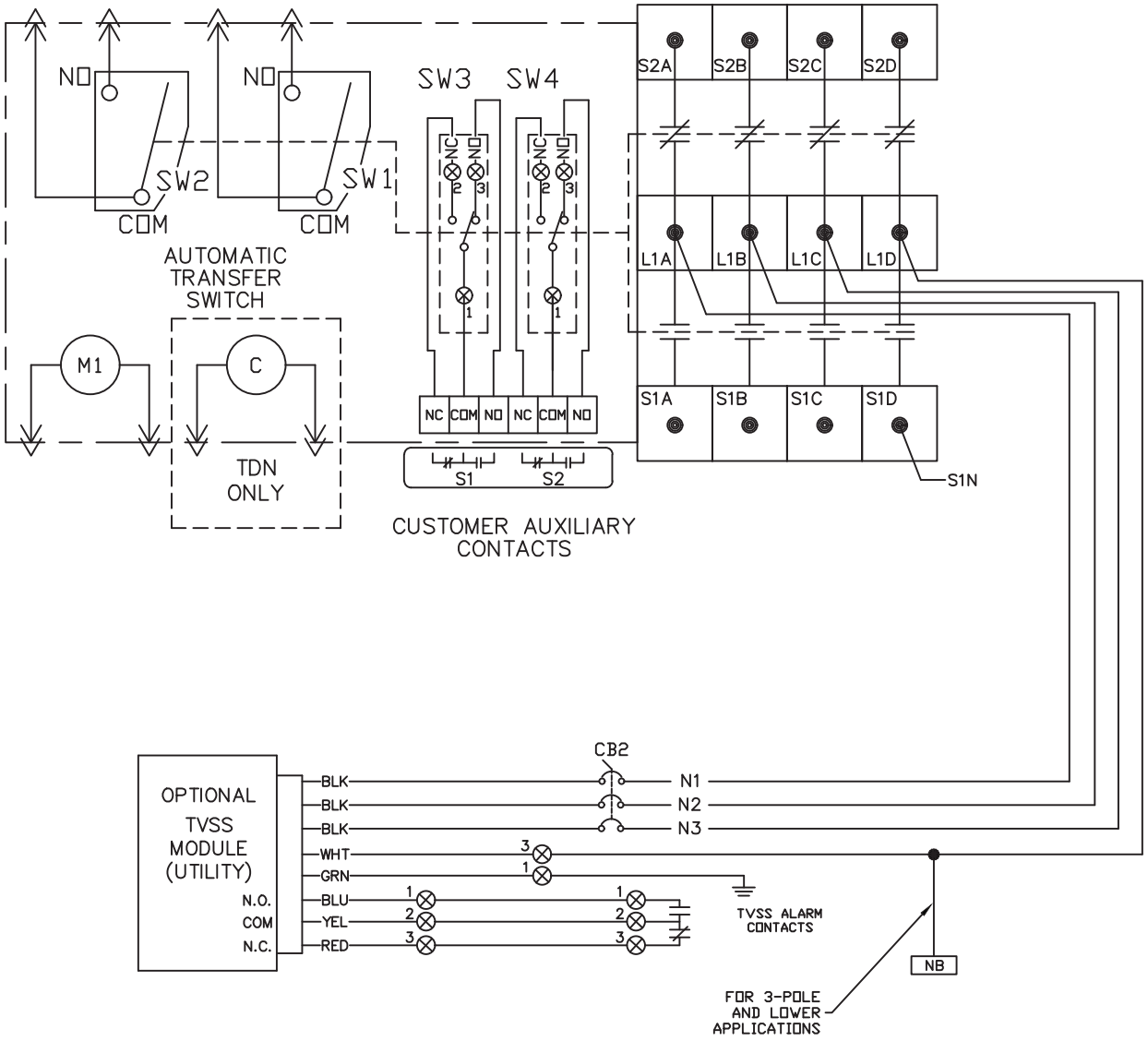
PAGE 4

4 POLE SWITCHED NEUTRAL CONNECTIONS

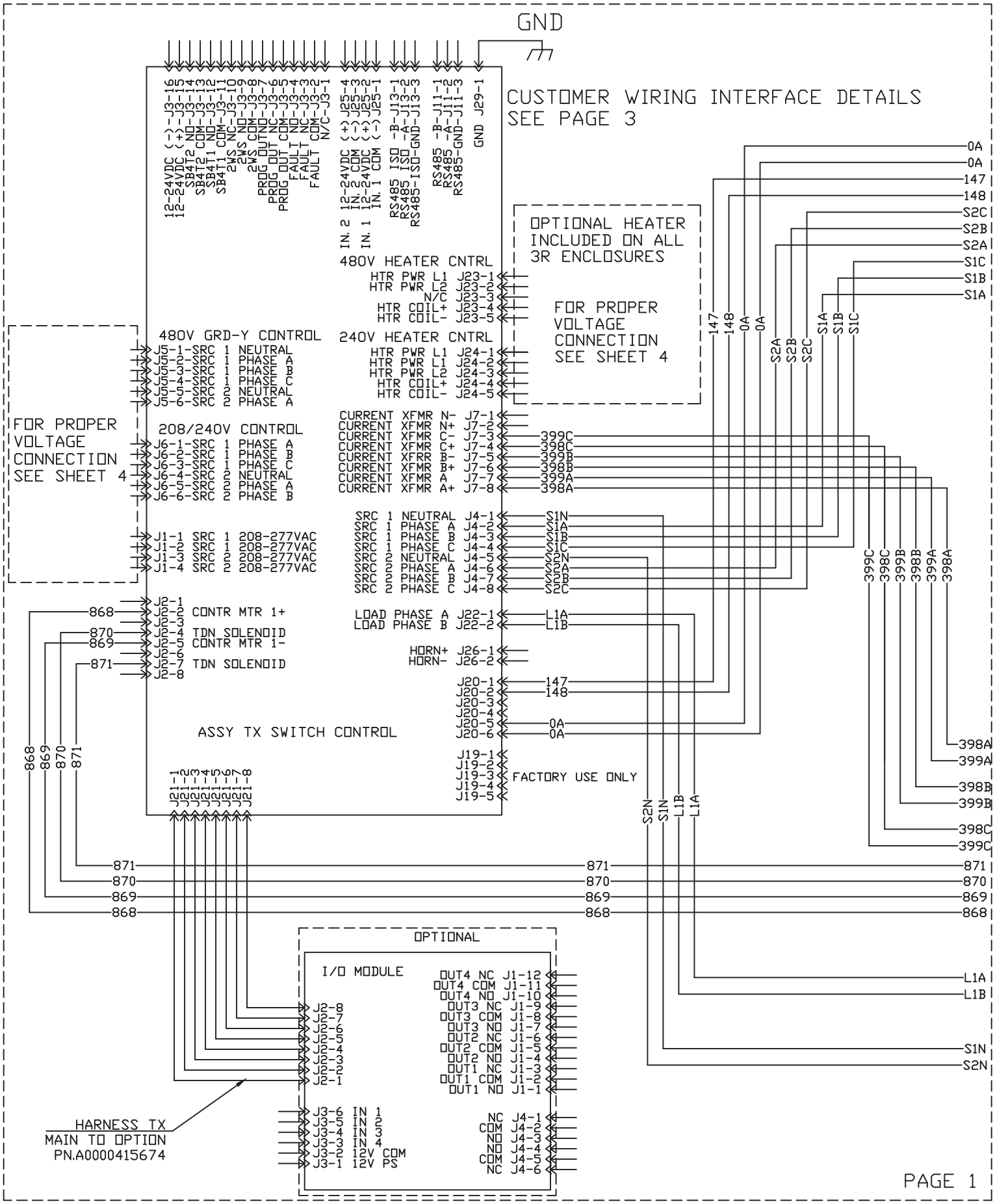


PAGE 5

3 & 4–POLE TVSS OPTION FOR TX TRANSFER SWITCH

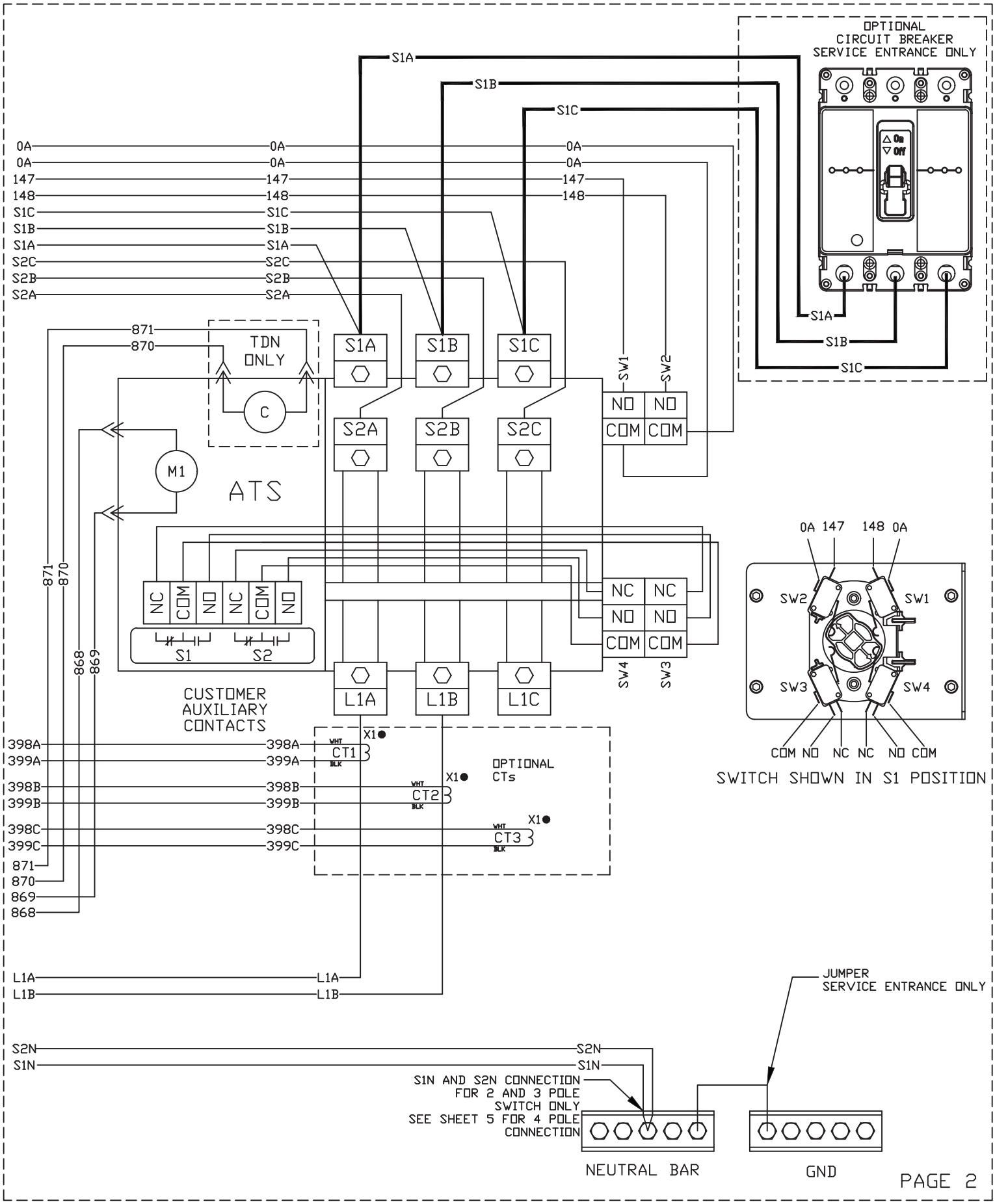


PAGE 6



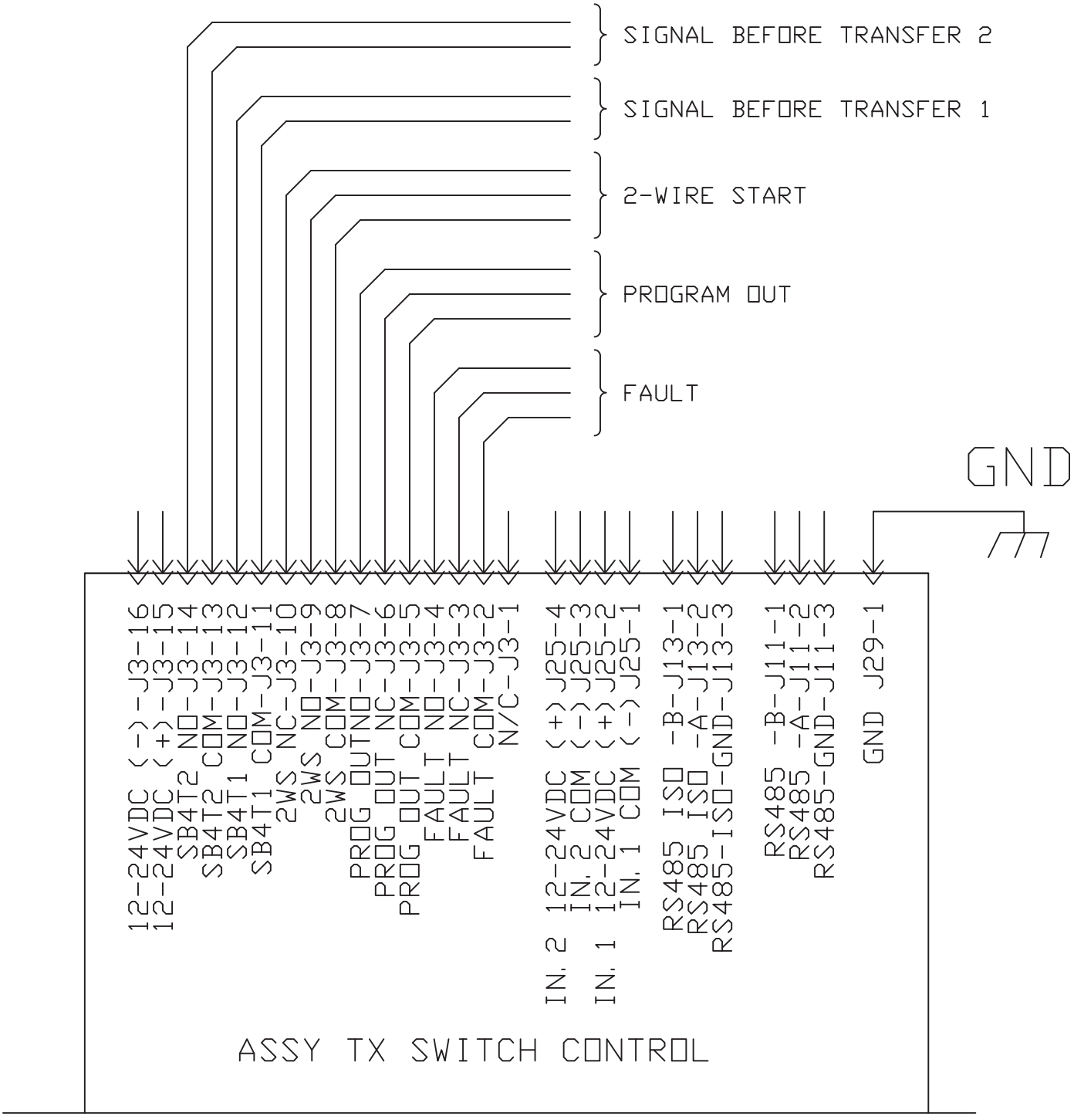
WIRING - DIAGRAM

TX CONTROL 600A TRANSFER SW



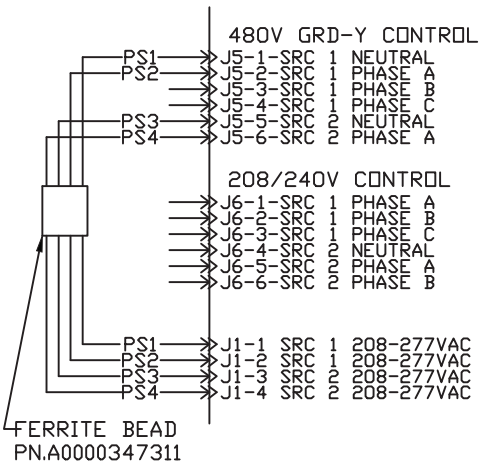
SWITCH SHOWN IN S1 POSITION

WIRING - DIAGRAM

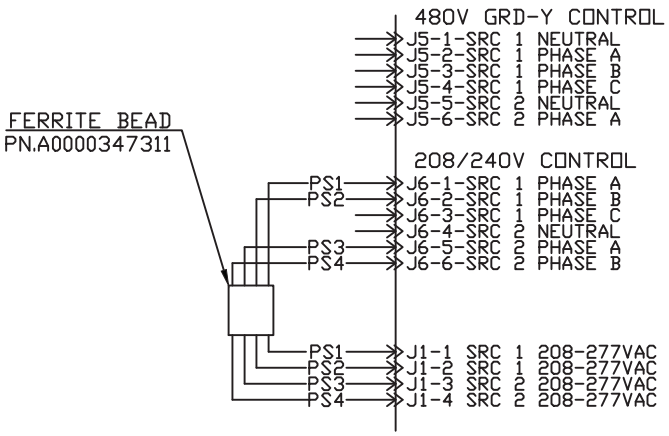

SIGNAL BEFORE TRANSFER 2
SIGNAL BEFORE TRANSFER 1
2-WIRE START
PROGRAM OUT
FAULT
GND
12-24VDC (-) - J3-16
12-24VDC (+) - J3-15
SB4T2 NO - J3-14
SB4T2 COM - J3-13
SB4T1 NO - J3-12
SB4T1 COM - J3-11
2WS NC - J3-10
2WS NO - J3-9
2WS COM - J3-8
PROG OUT NO - J3-7
PROG OUT COM - J3-6
PROG FAULT NC - J3-5
FAULT NO - J3-4
FAULT NC - J3-3
FAULT COM - J3-2
N/C - J3-1
IN. 2 12-24VDC (+) J25-4
IN. 2 COM (-) J25-3
IN. 1 12-24VDC (+) J25-2
IN. 1 COM (-) J25-1
RS485 ISO -B- J13-1
RS485 ISO -A- J13-2
RS485-ISO-GND- J13-3
RS485 -B- J11-1
RS485 -A- J11-2
RS485-GND- J11-3
GND J29-1
ASSY TX SWITCH CONTROL

PAGE 3

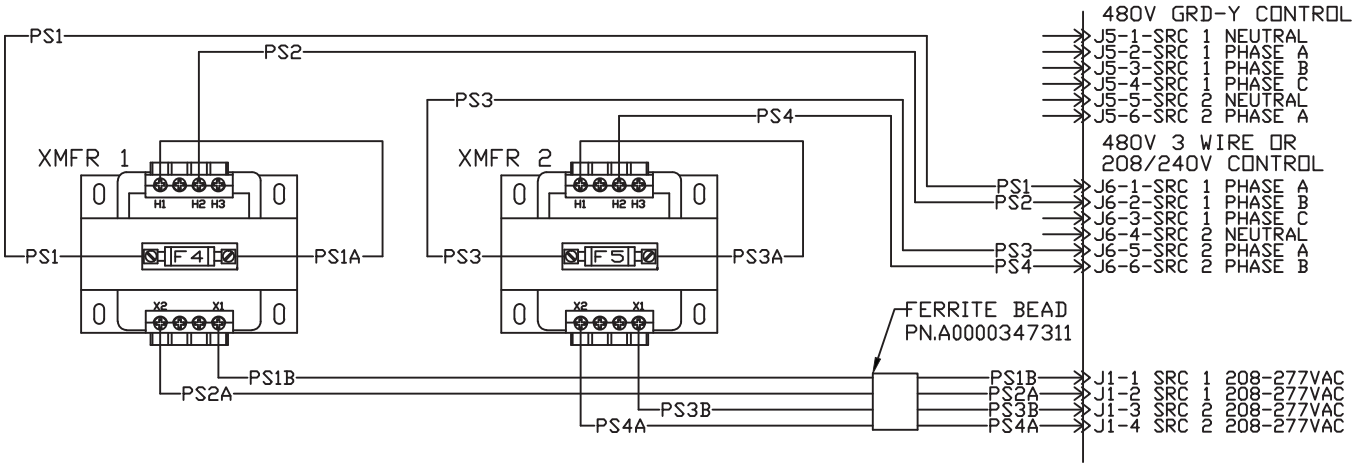
480V GRD-Y CONTROL



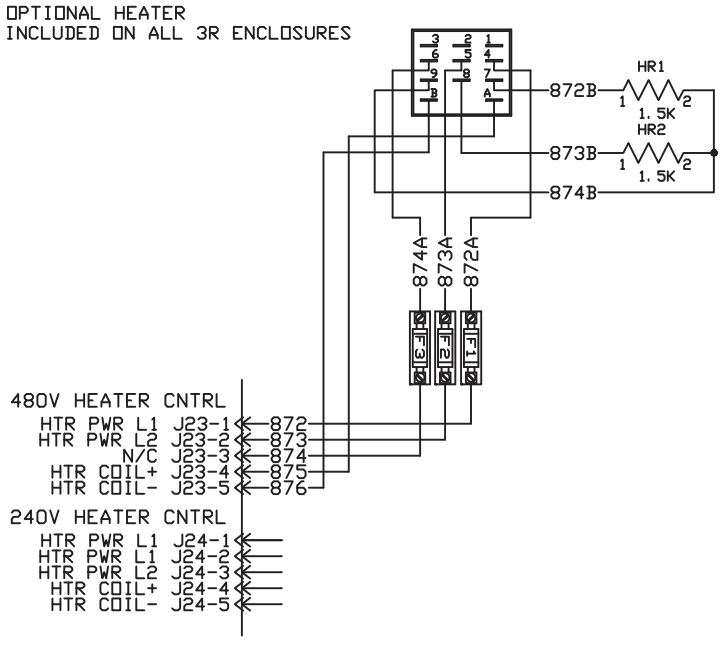
208/240V CONTROL



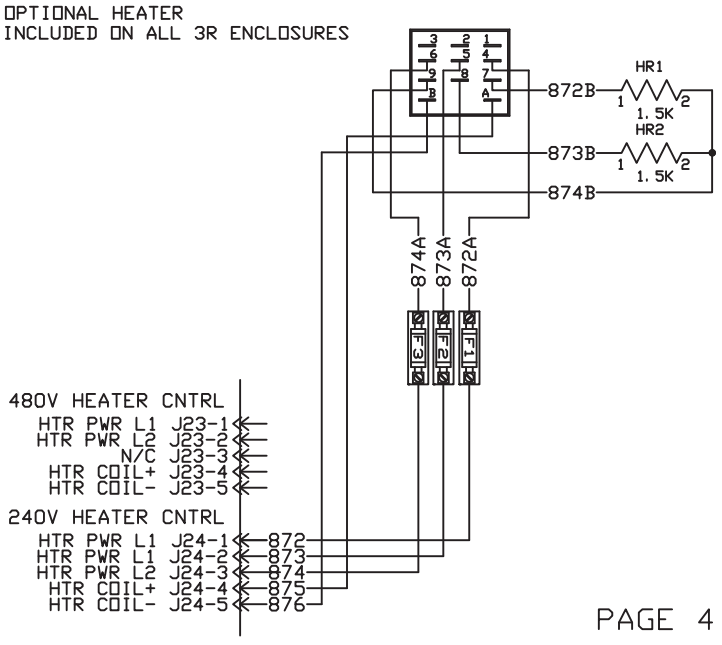
480V 3 WIRE CONNECTION WITH TRANSFORMERS



480V HEATER CONTROL

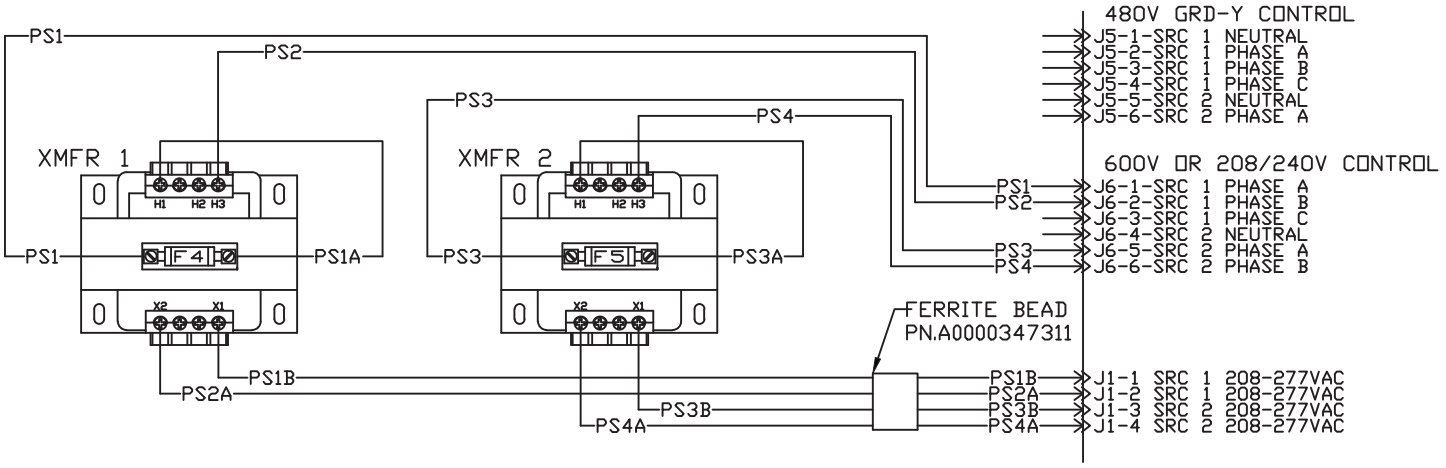


208/240V HEATER CONTROL



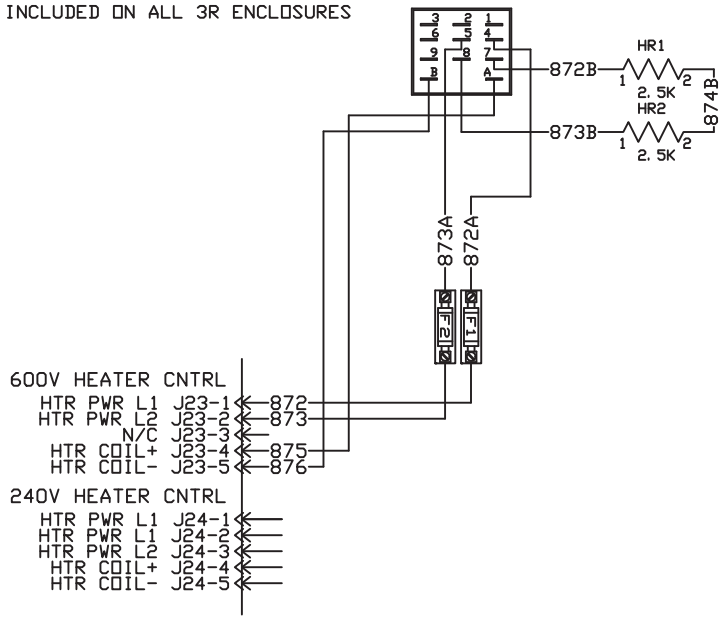
PAGE 4

600V CONNECTION WITH TRANSFORMERS



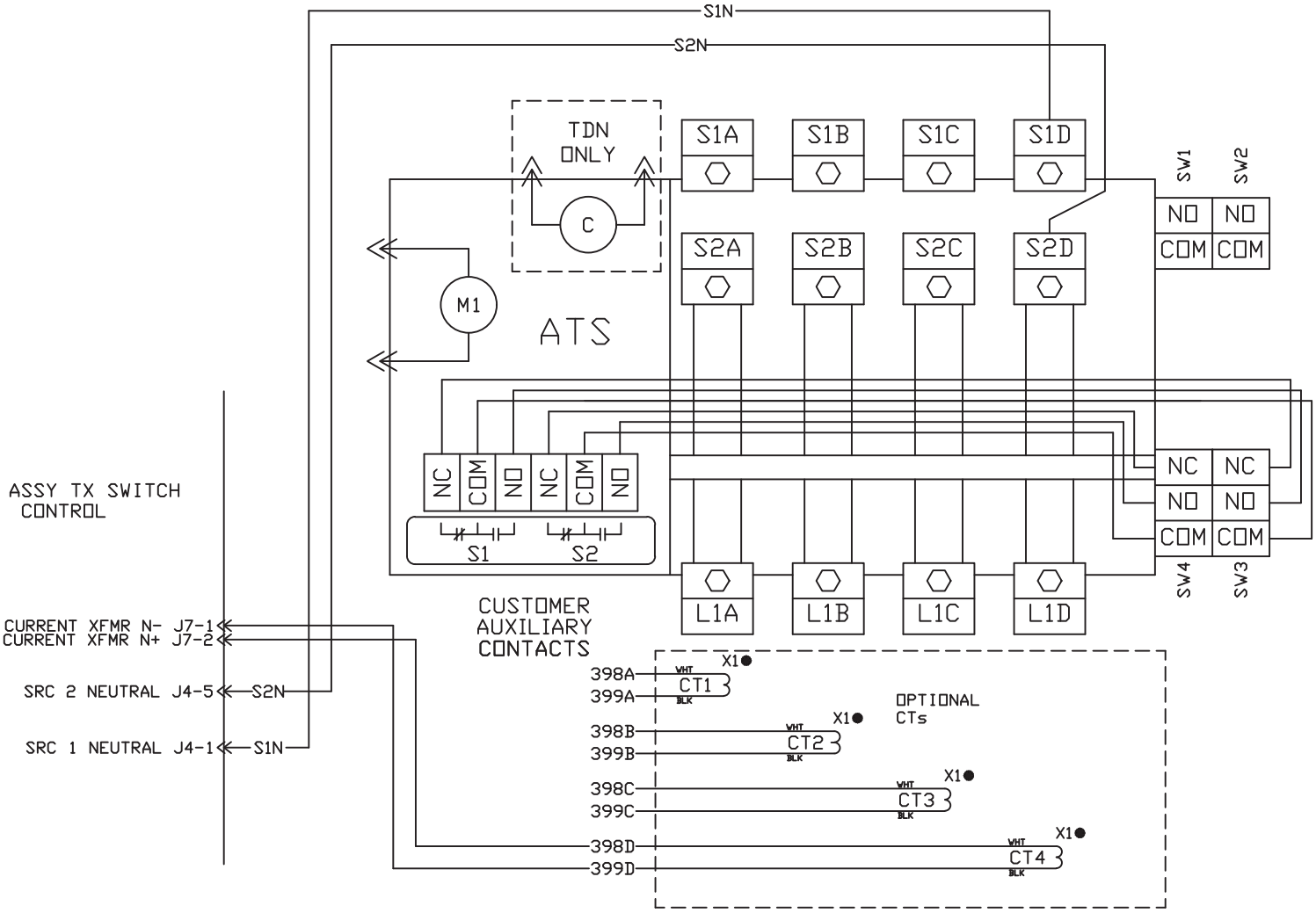
600V HEATER CONTROL

OPTIONAL HEATER
INCLUDED ON ALL 3R ENCLOSURES

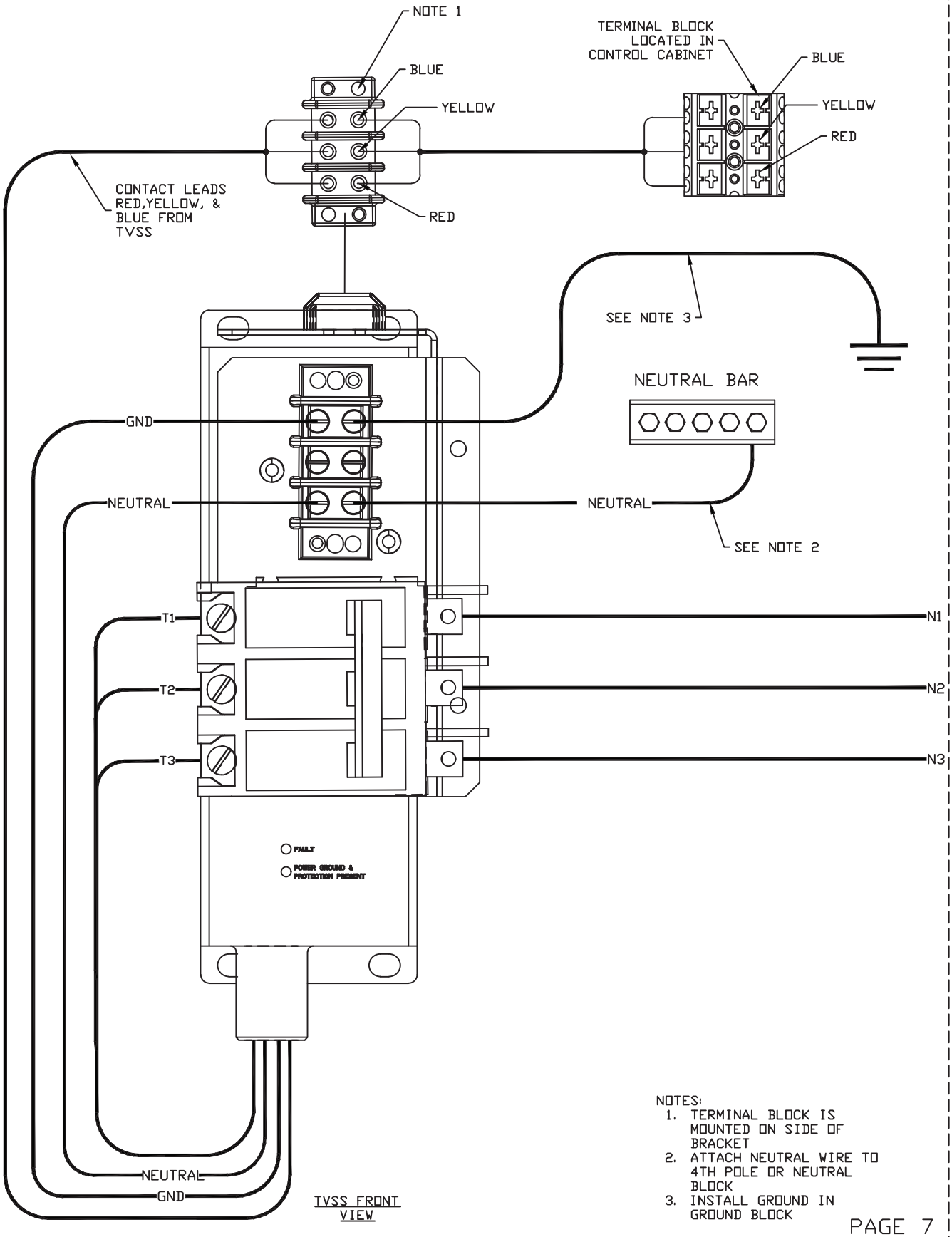


PAGE 5

4 POLE SWITCHED NEUTRAL CONNECTIONS



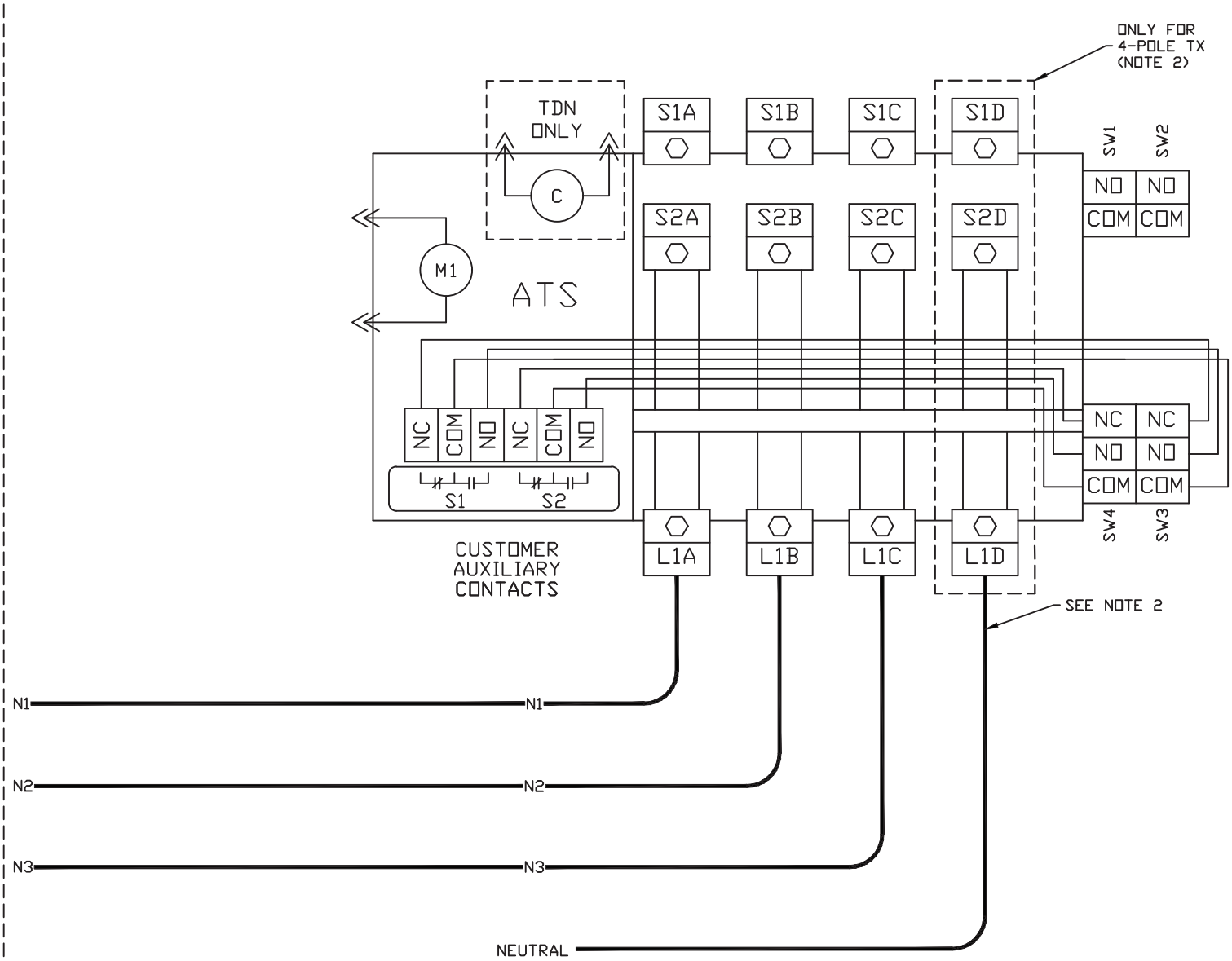
PAGE 6



NOTES:
1. TERMINAL BLOCK IS MOUNTED ON SIDE OF BRACKET
2. ATTACH NEUTRAL WIRE TO 4TH POLE OR NEUTRAL BLOCK
3. INSTALL GROUND IN GROUND BLOCK

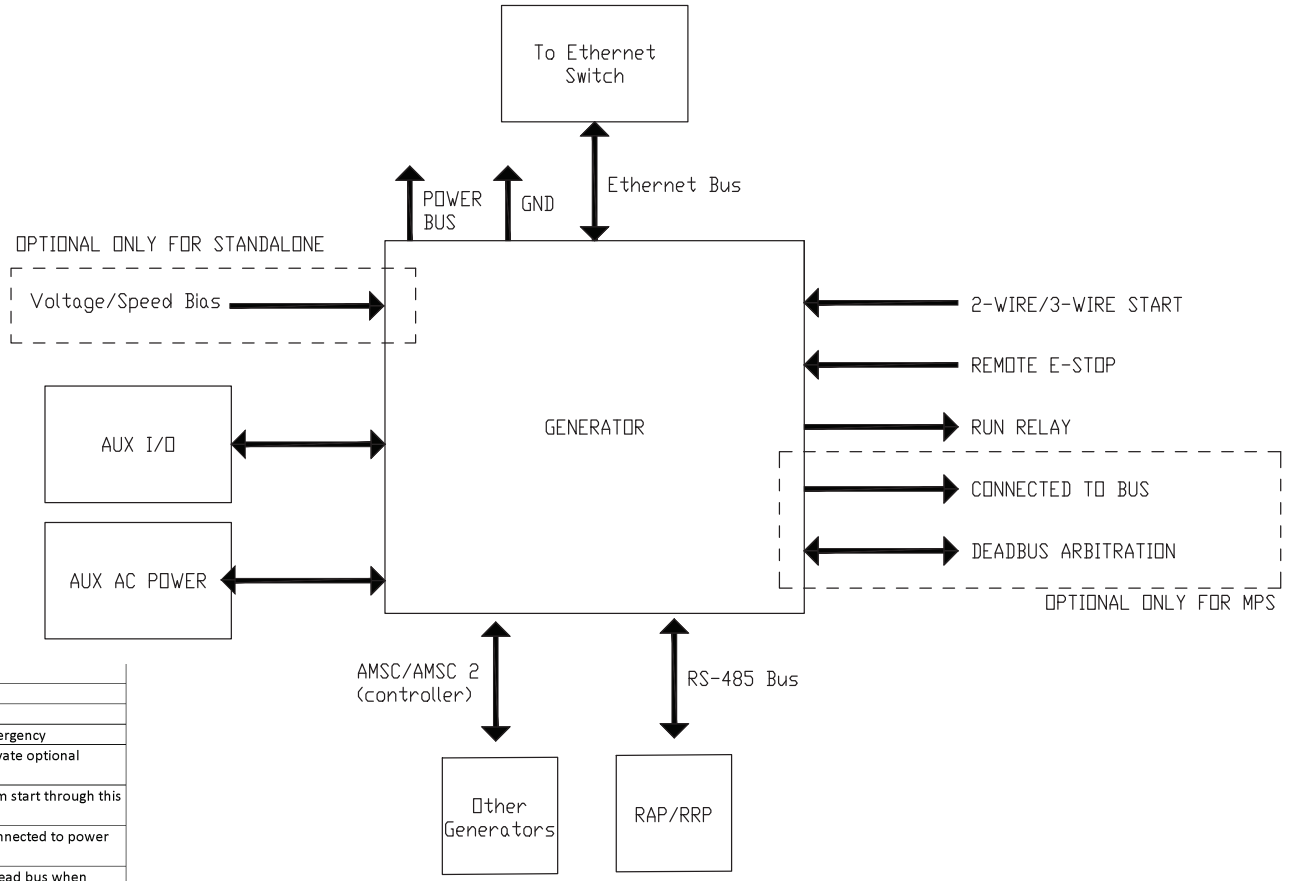
PAGE 7

4 POLE SWITCHED NEUTRAL CONNECTIONS



NOTES:
1. TERMINAL BLOCK IS MOUNTED ON SIDE OF BRACKET
2. ATTACH NEUTRAL WIRE TO 4TH POLE OR NEUTRAL BLOCK
3. INSTALL GROUND IN GROUND BLOCK

PAGE 8



Reference	
MPS	Modular Power System. Parallel generator system.
BMS	Building Management System using Modbus TCP/IP.
Remote E-Stop	Remote Emergency Stop to shutdown the generator incase of emergency
Run Relay	This is an optional wiring used by the customer to activate/deactivate optional features based on generator running status.
2-Wire/3-Wire Start	Transfer switches sense loss of normal power and initiate a system start through this function.
Connected to bus	Output from generator to P&L to indicate that the generator is connected to power bus.
Deadbus Arbitration	This function ensures that only one generator is closing into the dead bus when operating with failed communications.
Aux I/O	Each generator has 4 configurable relay outputs, 4 configurable inputs and 2 configurable analog inputs for customer special use.
Aux AC Power	Generator utilizes load center to power the block heater, battery charger etc. (refer to generator Specs for wiring details).
Ethernet Bus	The Ethernet Bus is used to connect devices to the generator, like P&L and BMS.
RAP/RRP	Remote annunciator panel/Remote relay panel
AMSC/AMSC 2	Advanced multi-set communications

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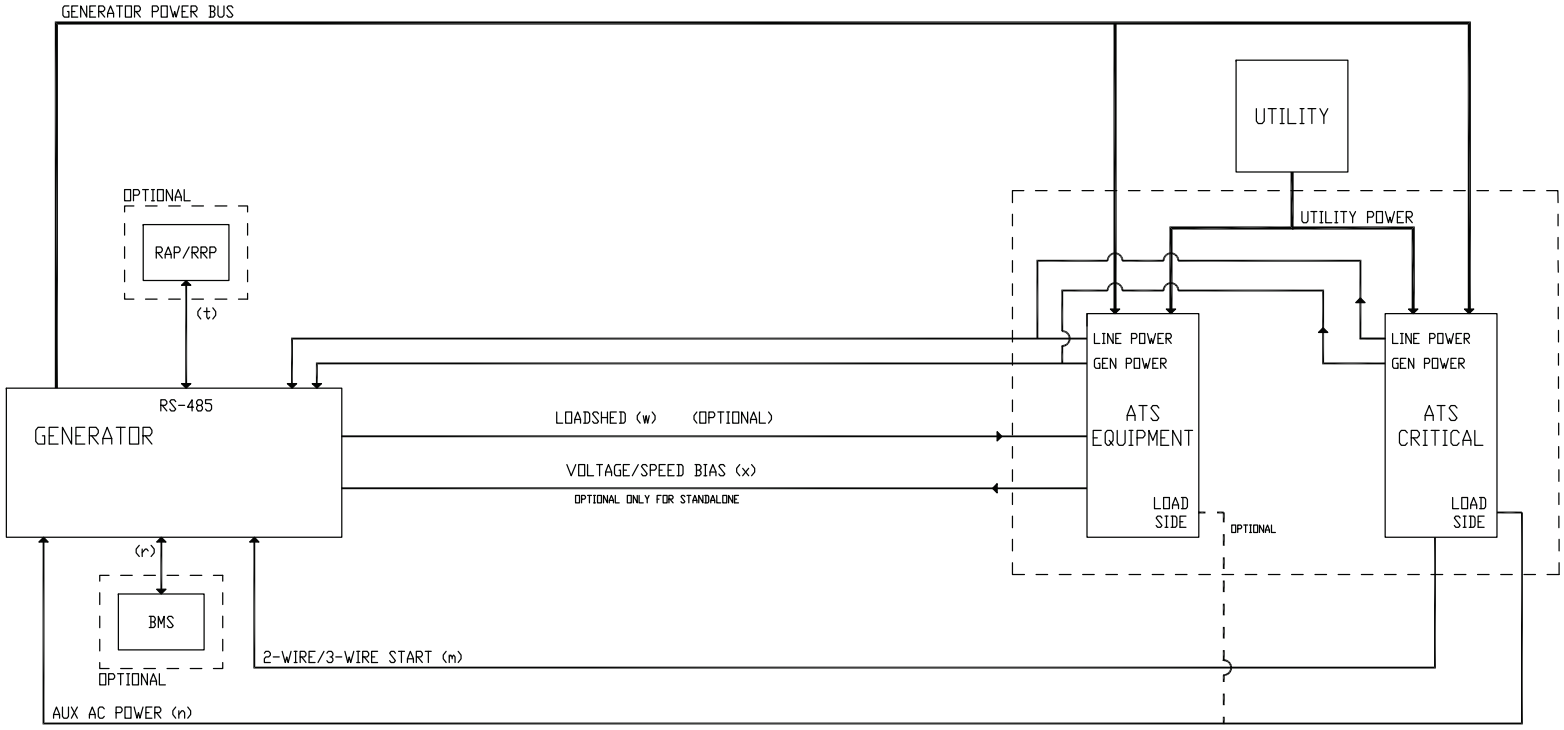
ELECTRONICALLY APPROVED
INSIDE WINDCHILL

GENERAC

TITLE
INTERCONNECT DRAWING
G8601

ISSUE DATE: 03/04/24			
SIZE B	CAGE NO N/A	DWG NO A0005636523	REV B
SCALE N/A	WT-KG N/A	SHEET 1 of 7	

INTERCONNECT DRAWING SINGLE GENERATOR



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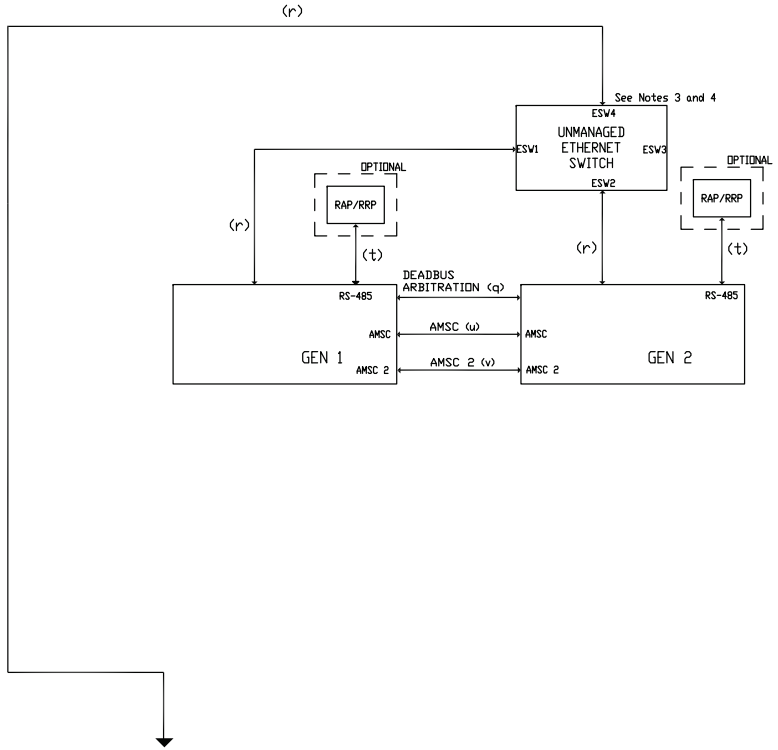
ELECTRONICALLY APPROVED
INSIDE WINDCHILL

GENERAC

TITLE
INTERCONNECT DRAWING
G8601

ISSUE DATE: 03/04/24			
SIZE B	CAGE NO N/A	DWG NO A0005636523	REV B
SCALE N/A	WT-KG N/A	SHEET 2 of 7	

INTERCONNECT TWO GENERATOR MPS



NOTES:
1. SHOWING GENERATOR ETHERNET CONNECTIONS ONLY
2. DO NOT CHANGE CONFIGURATION OF THE CONNECTIONS IN ANY WAY
3. UNMANAGED ETHERNET SWITCH NOT SUPPLIED, GENERAC RECOMMENDS ANTAIRA P/N LNX-800AT (8 PORT) OR LNX-500AT (5 PORT) UNMANAGED ETHERNET SWITCH
4. UPS BACKED OR GENERATOR BEST BATTERY POWER SUPPLY REQUIRED

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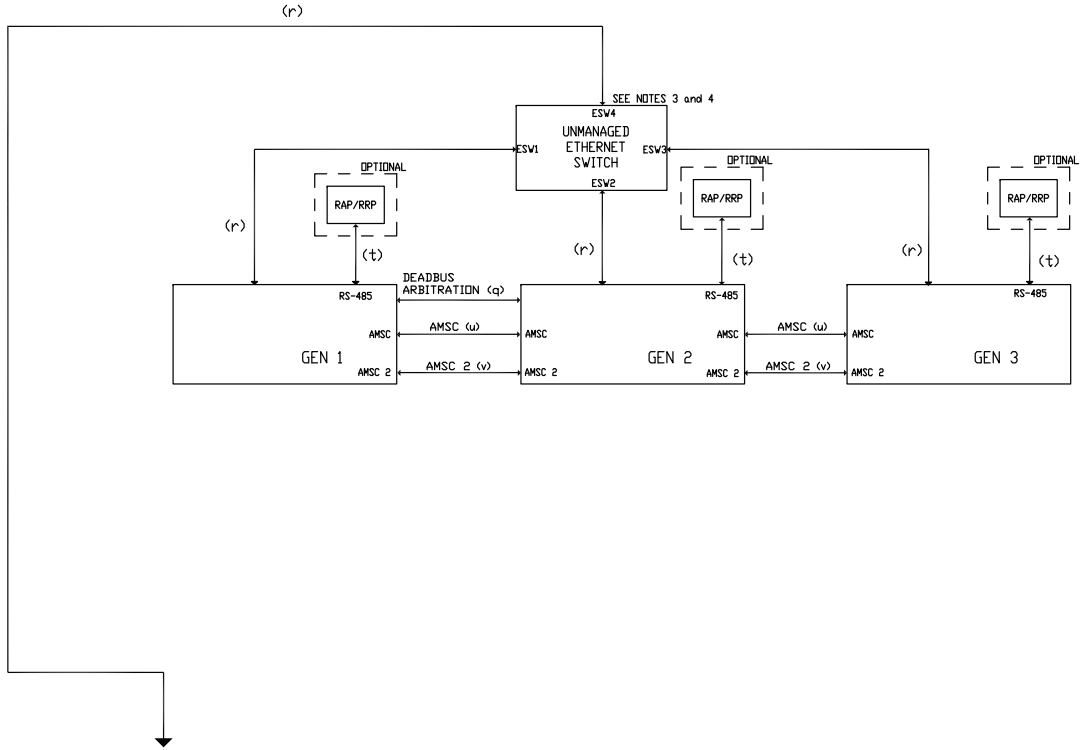
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TITLE
INTERCONNECT DRAWING
G8601

ISSUE DATE: 03/04/24			
SIZE B	CAGE NO N/A	DWG NO A0005636523	REV B
SCALE N/A	WT-KG N/A	SHEET 3 of 7	

INTERCONNECT THREE GENERATOR MPS



NOTES:
1. SHOWING GENERATOR ETHERNET CONNECTIONS ONLY
2. DO NOT CHANGE CONFIGURATION OF THE CONNECTIONS IN ANY WAY
3. UNMANAGED ETHERNET SWITCH NOT SUPPLIED, GENERAC RECOMMENDS ANTAIRA P/N LNX-800AT (8 PORT) OR LNX-500AT (5 PORT) UNMANAGED ETHERNET SWITCH
4. UPS BACKED OR GENERATOR BEST BATTERY POWER SUPPLY REQUIRED

INSTALLATION DRAWING

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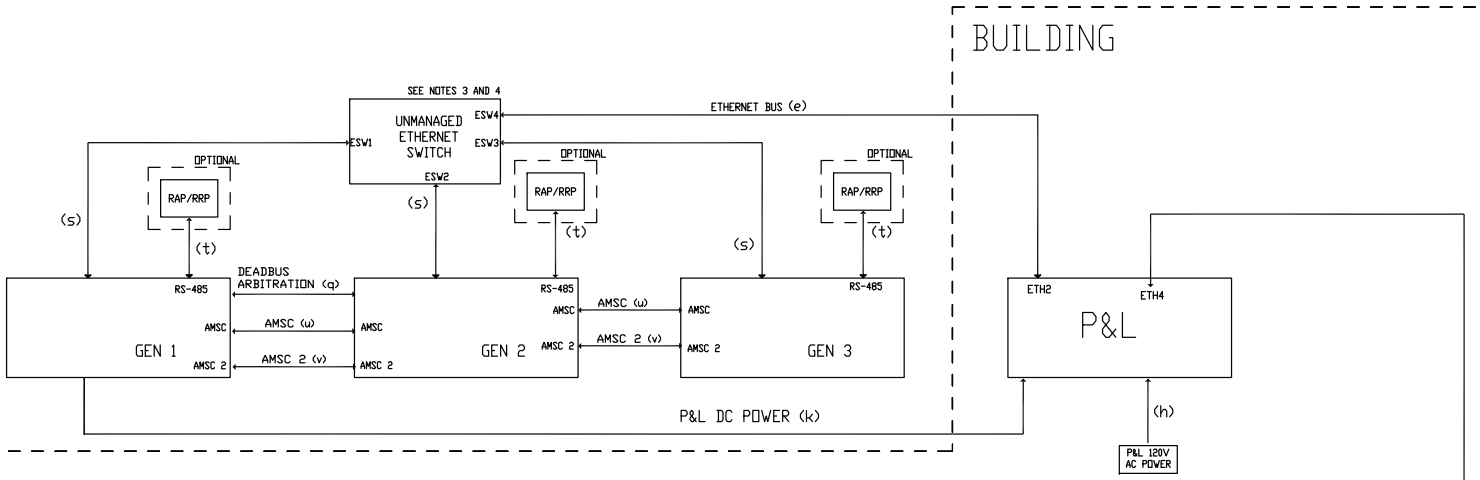
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G8601

ISSUE DATE: 03/04/24

SIZE	CAGE NO	DWG NO	REV
B	N/A	A0005636523	B

SCALE	WT-KG	SHEET
N/A	N/A	4 of 7

INTERCONNECT THREE GENERATOR MPS WITH P&L AND RAP/RRP



NOTES:
1. SHOWING GENERATOR AND P&L ETHERNET CONNECTIONS ONLY
2. DO NOT CHANGE CONFIGURATION OF THE CONNECTIONS IN ANY WAY
3. UNMANAGED ETHERNET SWITCH NOT SUPPLIED, GENERAC RECOMMENDS ANTAIRA P/N LNX-800AT (8 PORT) OR LNX-500AT (5 PORT) UNMANAGED ETHERNET SWITCH
4. UPS BACKED OR GENERATOR BEST BATTERY POWER SUPPLY REQUIRED

GENERAC

TITLE
INTERCONNECT DRAWING
G8601

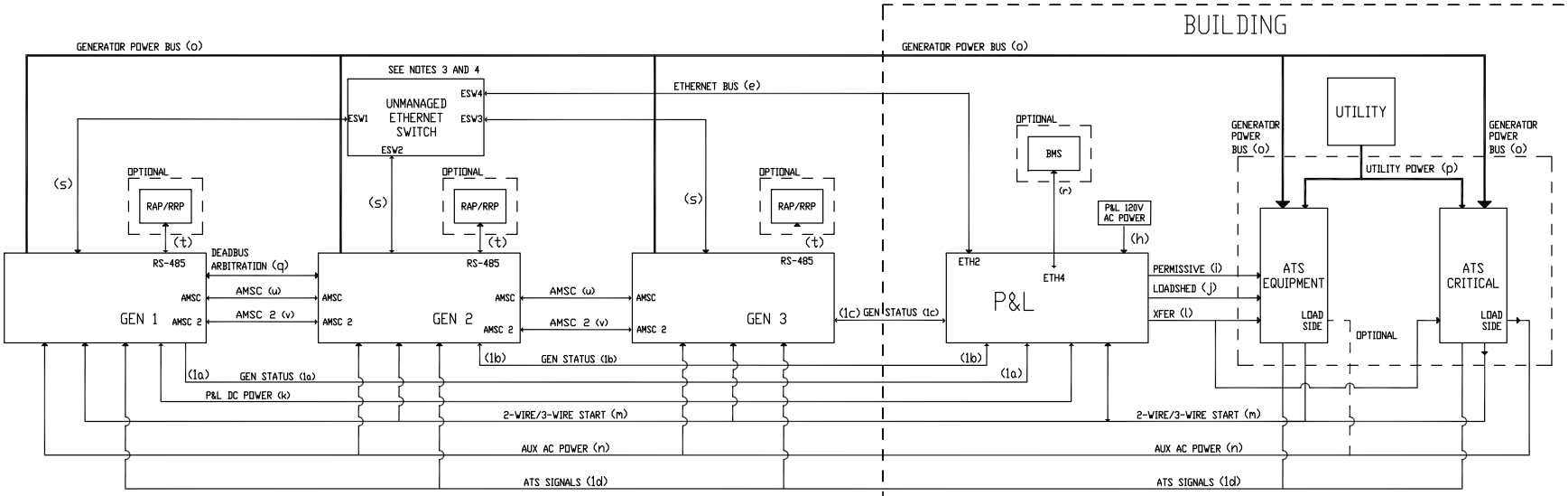
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ISSUE DATE:	03/04/24			
SIZE B	CAGE NO N/A	DWG NO A0005636523		REV B
SCALE N/A	WT-KG N/A	SHEET 5 of 7		

INTERCONNECT DRAWING MPS SYSTEM WITH ATS



NOTES:
1. SHOWING GENERATOR ETHERNET CONNECTIONS ONLY
2. DO NOT CHANGE CONFIGURATION OF THE CONNECTIONS IN ANY WAY
3. UNMANAGED ETHERNET SWITCH NOT SUPPLIED, GENERAC RECOMMENDS ANTAIRA P/N LNX-800AT (8 PORT) OR LNX-500AT (5 PORT) UNMANAGED ETHERNET SWITCH
4. UPS BACKED OR GENERATOR BEST BATTERY POWER SUPPLY REQUIRED

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ISSUE DATE: 03/04/24			
SIZE B	CAGE NO N/A	DWG NO A0005636523	REV B
SCALE N/A	WT-KG N/A	SHEET 6 of 7	

Reference	
Single RAP/RRP	When a RAP/RRP (Remote Annunciator Panel/Remote Relay Panel) is configured as singleRAP/RRP, it receives data from only the configured generator and annunciates alarms and warnings of that generator.
System RAP/RRP	If configured as System RAP/RRP, receives data from every generator and announces alarms and warnings occuring on any of the generators.
P&L	Permissive and Loadshed panel controls the Permissives and Loadsheds of ATS .
Gen	Generator
Ethernet Switch	Used to forward data packets from one ethernet port to the other ethernet port.
ATS Critical	Automatic Transfer Switch used to connect Critical Loads
ATS Equipment	Automatic Transfer Switch used to connect regular non critical Loads
ESWx	Ethernet Switch Port x
ETHx	P&L Ethernet Port x

Reference	Function	Cable	From	To	Class
e	Close loop connecting P&L in controller network	Shielded CAT 5E	ESW4 on Ethernet Switch	ETH2 on P&L	2
h	P&L 120V AC Power	See P&L Manual	Auxillary Power Panel	P&L VAC Power	POWER
i	Up to 6 Permissive relay outputs to ATS	18 AWG,300V AC	P&L Panel	ATS Equipment	2
j	Up to 6 Loadshed relay outputs to ATS	18 AWG,300V AC	P&L Panel	ATS Equipment	2
k	P&L DC Power (Best 24V Battery)	See P&L Manual	Any generator	P&L DC Power	POWER
l	Excercise with load transfer	18 AWG,300V AC	P&L Panel	ATS Equipment	2
m	2-Wire/3-Wire Start	18 AWG,300V AC	ATS Critical/ATS Equipment	All Generators and P&L	2
n	Auxiliary AC Power	Custom cable based on generator auxiliary	ATS Critical/ATS Equipment loadside	All Generators and P&L	POWER
o	Generator power bus connections to ATS Critical & ATS Equipment	Custom cable proportional to ATS specifications	Generator power bus connecting all	ATS Critical and ATS Equipment	POWER
p	Utility power bus connections for ATS	Custom cable proportional to ATS specifications	Utility power bus	ATS Critical and ATS Equipment	POWER
q	Deadbus Arbitration -2 signals. Can be setup for any 2 Gens (optional for MPS only)	18 AWG,300V AC	Gen 1	Gen 2	2
r	Ethernet Bus communication in external network (optional)	Shielded CAT 5E	Any generator	BMS	2
s	Ethernet Bus communication in controller network	Shielded CAT 5E	Any generator	Ethernet Switch	2
t	RS-485 connection configurable as single gen RAP/RRP or System RAP/RRP up to 16	Twisted cable	Any generator	RAP	--
1d	ATS Contractor Position (Utility and Gen) Signal	18 AWG,300V AC	ATS Critical / ATS Equipment	All generators	2
1a	Gen status connected to bus (optional)	18 AWG,300V AC	Gen 1	P&L	2
1b	Gen status connected to bus (optional)	18 AWG,300V AC	Gen 2	P&L	2
1c	Gen status connected to bus (optional)	18 AWG,300V AC	Gen 3	P&L	2
u	AMSC generator to generator communication network (See Note 1)	shielded twisted pair (i.e. Belden 3105A)	Any generator	Any generator	2
v	AMSC 2 generator to generator communications network, redundant (See Note 1)	shielded twisted pair (i.e. Belden 3105A)	Any generator	Any generator	2
w	Up to 5 Loadshed digital outputs to ATS	18 AWG,300V AC	Standalone Generator	ATS Equipment	2
x	Separate Voltage and Speed Bias Analog Inputs (optional)	18 AWG,300V AC	ATS Equipment	Standalone Generator	2

NOTE:
1. Best Practice wire AMSC and AMSC 2 wiring in separate conduits for redundancy.

INSTALLATION DRAWING

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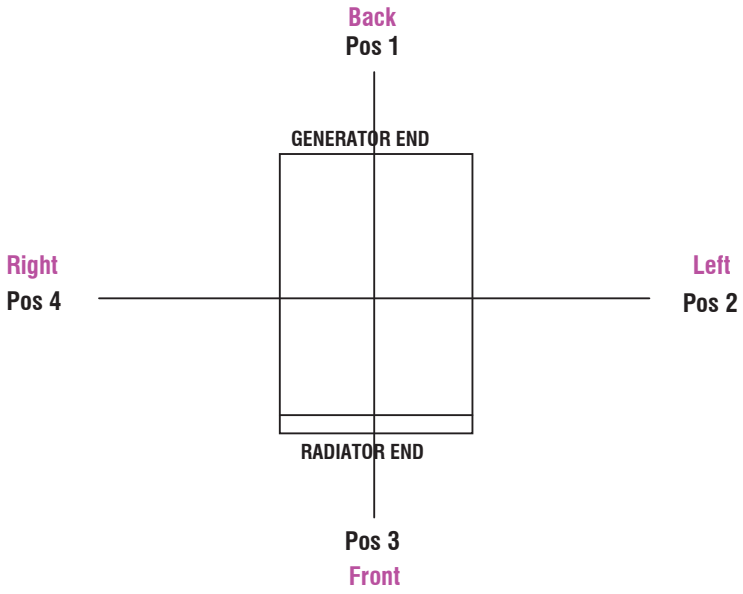
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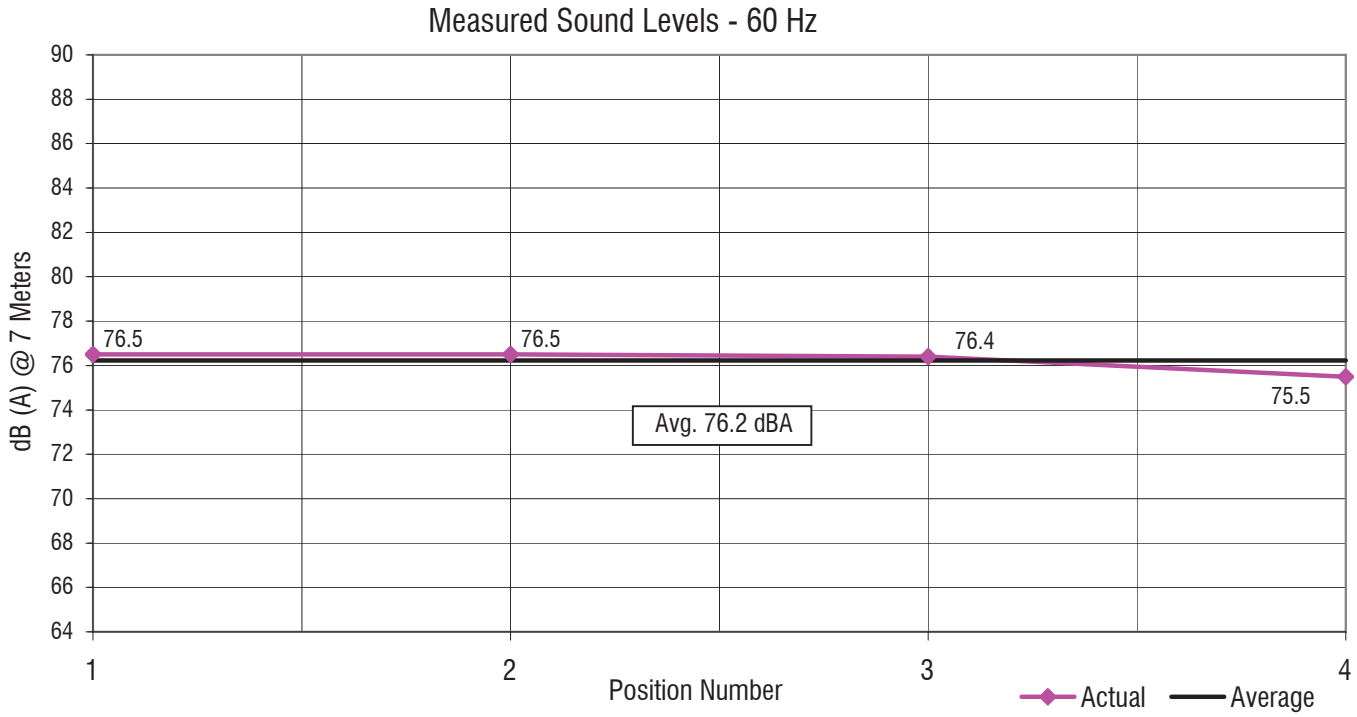
SCALE N/A | WT-KG N/A | SHEET 7 of 7

4

REFERENCE INFORMATION

LEVEL 1 ACOUSTIC ENCLOSURE
SD175 6.7L IVECO





Notes:

1. All positions 23 ft (7M) from side faces of generator set.
2. Generator operating at full load.
3. Test conducted on a 100 foot diameter asphault surface.
4. Non-enclosed sets do not include exhaust sound during testing.

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GENERAC
INDUSTRIAL ENERGY

STATEMENT OF EXHAUST EMISSIONS
2025 FPT Diesel Fueled Generator

The measured emissions values provided here are proprietary to Generac and it's authorized dealers. This information may only be disseminated upon request to regulatory governmental bodies for emissions permitting purposes or to specifying organizations as submittal data when expressly required by project specifications, and shall remain confidential and not open to public viewing. This information is not intended for compilation or sales purposes and may not be used as such, nor may it be reproduced without the expressed written permission of Generac Power Systems, Inc.. The data provided shall not be meant to include information made public by Generac.

Generator Model	kW_e	Engine Disp (L)	Engine Family	Engine Model	Rated Engine Power (BHP)	Fuel Consumption (gal/hr)	Aspiration	Rated RPM	EPA Certificate #	CARB Certificate #	SCAQMD CEP #	Emissions Standard Category	Certification Type
SD035	35	4.5	SFPXL04.5DTD	F4GE9455B*J	79	5.05	Turbocharged/ Aftercooled	1800	SFPXL04.5DTD-004	N/A	N/A	Tier 3	Stationary Emergency CI
SD040	40	4.5	SFPXL04.5DTD	F4GE9455B*J	79	5.05	Turbocharged/ Aftercooled	1800	SFPXL04.5DTD-004	N/A	N/A	Tier 3	Stationary Emergency CI
SD050	50	4.5	SFPXL04.5DTD	F4GE9455B*J	79	5.05	Turbocharged/ Aftercooled	1800	SFPXL04.5DTD-004	N/A	N/A	Tier 3	Stationary Emergency CI
SD060	60	4.5	SFPXL04.5DTD	F4GE9455A*J	93	5.04	Turbocharged/ Aftercooled	1800	SFPXL04.5DTD-004	N/A	N/A	Tier 3	Stationary Emergency CI
SD080	80	4.5	SFPXL06.7DGB	F4GE9485A*J	131	6.84	Turbocharged/ Aftercooled	1800	SFPXL06.7DGB-005	N/A	511714	Tier 3	Stationary Emergency CI
SD100	100	6.7	SFPXL06.7DGB	F4GE9685A*J	198	10.04	Turbocharged/ Aftercooled	1800	SFPXL06.7DGB-005	N/A	511715	Tier 3	Stationary Emergency CI
SD130	130	6.7	SFPXL06.7DGB	F4GE9685A*J	198	10.04	Turbocharged/ Aftercooled	1800	SFPXL06.7DGB-005	N/A	511715	Tier 3	Stationary Emergency CI
SD150 DSE	150	6.7	SFPXL06.7DGS	F4HE9685A*J	279	13.5	Turbocharged/ Aftercooled	1800	SFPXL06.7DGS-006	N/A	511717	Tier 3	Stationary Emergency CI
SD150	150	6.7	SFPXL06.7DGS	F4HE0685F*J	282	13.5	Turbocharged/ Aftercooled	1800	SFPXL06.7DGS-006	N/A	640593	Tier 3	Stationary Emergency CI
SD175 DSE	175	6.7	SFPXL06.7DGS	F4HE0685F*J	282	13.5	Turbocharged/ Aftercooled	1800	SFPXL06.7DGS-006	N/A	640593	Tier 3	Stationary Emergency CI
SD175	175	6.7	SFPXL06.7DGS	F4HE9685A*J	279	13.5	Turbocharged/ Aftercooled	1800	SFPXL06.7DGS-006	N/A	511717	Tier 3	Stationary Emergency CI
SD200	200	8.7	SFPXL08.7TR3	F2CE9685A*E	389	19.1	Turbocharged/ Aftercooled	1800	SFPXL08.7TR3-008	N/A	511712	Tier 3	Stationary Emergency CI
SD230	230	8.7	SFPXL08.7TR3	F2CE9685A*E	389	19.1	Turbocharged/ Aftercooled	1800	SFPXL08.7TR3-008	N/A	511712	Tier 3	Stationary Emergency CI
SD250	250	8.7	SFPXL08.7TR3	F2CE9685A*E	389	19.1	Turbocharged/ Aftercooled	1800	SFPXL08.7TR3-008	N/A	511712	Tier 3	Stationary Emergency CI
SD275	275	10.3	SFPXL10.3TR3	F3AE9685A-E	449	22.1	Turbocharged/ Aftercooled	1800	SFPXL10.3TR3-009	N/A	511713	Tier 3	Stationary Emergency CI
SD/MD300	300	10.3	SFPXL10.3TR3	F3AE9685A-E	449	22.1	Turbocharged/ Aftercooled	1800	SFPXL10.3TR3-009	N/A	511713	Tier 3	Stationary Emergency CI
SD/MD350	350	12.9	SFPXL12.9IGR	F3BE9685A-E	530	27.02	Turbocharged/ Aftercooled	1800	SFPXL12.9IGR-010	N/A	511711	Tier 3	Stationary Emergency CI

Emissions Based on Engine Power of Specific Engine Model
These Values are Actual Composite Weighted Exhaust Emissions Results Over the EPA 5-Mode Test Cycle

Generator Model	CO	NOx + NMHC	PM	Grams/kW-hr Grams/bhp-hr
SD035	1.40	4.3	0.32	Grams/kW-hr
	1.04	3.23	0.24	Grams/bhp-hr
SD040	1.40	4.3	0.32	Grams/kW-hr
	1.0	3.23	0.24	Grams/bhp-hr
SD050	1.40	4.33	0.32	Grams/kW-hr
	1.0	3.2	0.22	Grams/bhp-hr
SD060	1.40	4.3	0.32	Grams/kW-hr
	1.04	4.23	0.24	Grams/bhp-hr
SD080	0.8	3.78	0.16	Grams/kW-hr
	0.6	2.8	0.12	Grams/bhp-hr
SD100	0.8	3.78	0.16	Grams/kW-hr
	0.6	2.8	0.1	Grams/bhp-hr
SD130	0.8	3.78	0.16	Grams/kW-hr
	0.6	2.76	0.12	Grams/bhp-hr
SD150 DSE	1.1	3.71	0.08	Grams/kW-hr
	0.82	2.7	0.1	Grams/bhp-hr
SD150	1.1	3.71	0.08	Grams/kW-hr
	0.89	2.76	0.06	Grams/bhp-hr
SD175 DSE	1.1	3.71	0.08	Grams/kW-hr
	0.8	2.7	0.1	Grams/bhp-hr

STATEMENT OF EXHAUST EMISSIONS
2025 FPT Diesel Fueled Generator

SD175	1.1	3.71	0.08	Grams/kW-hr
	0.8	2.7	0.1	Grams/bhp-hr
SD200	0.5	3.54	0.13	Grams/kW-hr
	0.37	2.61	0.097	Grams/bhp-hr
SD230	0.50	3.4	0.07	Grams/kW-hr
	0.4	2.5	0.05	Grams/bhp-hr
SD250	0.50	3.54	0.13	Grams/kW-hr
	0.37	2.61	0.097	Grams/bhp-hr
SD275	1.3	3.80	0.11	Grams/kW-hr
	0.67	2.76	0.089	Grams/bhp-hr
SD/MD300	1.3	3.80	0.11	Grams/kW-hr
	1.0	2.80	0.1	Grams/bhp-hr
SD/MD350	0.70	3.78	0.03	Grams/kW-hr
	0.515	2.780	0.022	Grams/bhp-hr

These Values are 100% Load Data Exhaust Emissions Results

Generator Model	CO	NOx + NMHC	PM	Grams/kW-hr Grams/bhp-hr
SD035	0.85	4.25	0.29	Grams/kW-hr
	0.63	3.17	0.22	Grams/bhp-hr
SD040	0.85	4.25	0.29	Grams/kW-hr
	0.63	3.17	0.22	Grams/bhp-hr
SD050	0.85	4.25	0.29	Grams/kW-hr
	0.63	3.13	0.21	Grams/bhp-hr
SD060	0.85	4.25	0.29	Grams/kW-hr
	0.63	3.17	0.22	Grams/bhp-hr
SD080	0.31	4.93	0.06	Grams/kW-hr
	0.23	3.67	0.04	Grams/bhp-hr
SD100	0.31	4.93	0.06	Grams/kW-hr
	0.23	3.63	0.04	Grams/bhp-hr
SD130	0.31	4.93	0.06	Grams/kW-hr
	0.23	3.68	0.04	Grams/bhp-hr
SD150 DSE	0.62	5.24	0.05	Grams/kW-hr
	0.46	3.85	0.04	Grams/bhp-hr
SD150	0.62	5.24	0.05	Grams/kW-hr
	0.46	3.91	0.04	Grams/bhp-hr
SD175 DSE	0.62	5.24	0.05	Grams/kW-hr
	0.46	3.85	0.04	Grams/bhp-hr
SD175	0.62	5.24	0.05	Grams/kW-hr
	0.46	3.85	0.04	Grams/bhp-hr
SD200	0.20	4.56	0.02	Grams/kW-hr
	0.14	3.35	0.0147	Grams/bhp-hr
SD230	0.44	4.42	0.01	Grams/kW-hr
	0.33	3.30	0.01	Grams/bhp-hr
SD250	0.18	6.5	0.01	Grams/kW-hr
	0.132	4.78	0.007	Grams/bhp-hr
SD275	0.98	3.3	0.02	Grams/kW-hr
	0.72	2.46	0.01	Grams/bhp-hr
SD/MD300	0.98	3.3	0.02	Grams/kW-hr
	0.72	2.43	0.01	Grams/bhp-hr
SD/MD350	0.6	3.98	0.01	Grams/kW-hr
	0.441	2.927	0.07	Grams/bhp-hr

- The stated values are actual exhaust emission test measurements obtained from an engine representative of the type described above.
- Values based on 8-Mode testing are official data of record as submitted to regulatory agencies for certification purposes. Testing was conducted in accordance with prevailing EPA protocol, which is typically accepted by SCAQMD and other regional authorities.
- No emissions values provided above are to be construed as guarantees of emission levels for any given Generac generator unit.
- Generac Power Systems, Inc. reserves the right to revise this information without prior notice.
- Consult state and local regulatory agencies for specific permitting requirements.
- The emission performance data supplied by the equipment manufacturer is only one element required toward completion of the permitting and installation process. State and local regulations may vary on a case-by-case basis and local agencies must be consulted by the permit application/equipment owner prior to equipment purchase or installation. The data supplied herein by Generac Power Systems Inc. cannot be construed as a guarantee of installability of the generating set.

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Part No. A0006524151
Rev. F 10/7/25

Certification of Quality

Generac Power Systems certifies that the products we manufacture have been built and tested in accordance with strict internal and external standards for quality. Our quality management system has been registered with the internationally recognized ISO 9001:2008 standard and our products comply with external standards that include, but are not limited to, CSA, NEMA, EGSA, ISO, and UL.

The Generac Quality Management System (GQMS) ensures the highest standards of quality at every level of production, from raw materials to the finished product. This includes receiving inspection, in-process checks, product and process audits, testing, final inspections, and shipping standards.

Tests of our products are performed in accordance with our internal procedures and controlled through the GQMS to ensure accuracy and effectiveness. The testing process and product designs comply with external standards which may include, but are not limited to: ISO 8528-5, ISO 3046, NFPA 99, NFPA 110, BS 5514, SAE J1349, and DIN 6271.

Generac Power Systems has over one million square feet of manufacturing space and over 2000 employees dedicated to designing and manufacturing power generation equipment in our multiple State of Wisconsin, USA factories. All of our installed and mobile generators are built with pride by our skilled American workforce to ensure our customers receive the quality that they expect from Generac.

We are committed to producing quality products for both our internal and external customers. We will continuously improve our processes and diligently measure all aspects of our business.

Daniel Waschow

Vice President of Quality
Generac Power Systems, Inc.
Waukesha, Wisconsin USA

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Installation Reference Guide

GENERAL

The engine-generator set may be installed outdoors, outdoors on a roof structure, inside a detached structure, or in rooms within or attached to a structure. Wherever the location might be, all applicable codes, standards and regulations must be strictly complied with.

SELECTING THE LOCATION

Proper planning for correct location of the engine-generator will make the difference between a good installation and a poor one. When planning the location, consider the following factors:

- The structure on which the engine-generator will rest must be strong enough to provide adequate support.
- The proposed site must be clean, dry and not subject to flooding.
- The location must permit noise and vibration to be effectively isolated. It is recommended that all local codes and regulations on noise ordinance be strictly complied with.
- The site must provide easy access to the engine-generator for maintenance, servicing and repair.
- The location must permit engine exhaust gases to be piped safely away, to an area where people or animals will not be endangered.
- The proposed location must permit sufficient cooling and ventilating air flow, with a minimum of 3-5 feet around the engine-generator.
- The engine-generator must be close to the transfer switch and to connected load circuits, so that wiring and conduit lengths are not excessively long.

GENERATOR VENTILATION

- Locate generator so that clean, cool air is available to the air intake and not blocked by any obstructions.
- The sides and control panel end should have 60 inches of clearance for servicing and efficient cooling air.
- Radiator exhaust air shall be free of restrictions to avoid recirculation through the enclosure or room.

ALL INSTALLATIONS

The engine-generator should be installed in a clean, dry, dust free area, away from corrosive vapors. In addition, the area must allow adequate normal and emergency lighting to be provided. In some installations, a cat walk may be necessary and all switches and breakers in the generator must comply with electrical codes and local codes.

SUPPORTING THE ENGINE-GENERATOR

A CONCRETE BASE:

When designing a concrete base, some guidelines that should be followed are:

- Pad should be calculated by a licensed engineer and meet national and local codes.
- The length and width of the concrete base should exceed the length and width of the engine-generator by a minimum of at least 12 inches (0.305 meters) on all sides.
- The foundation depth should be sufficient to give the concrete base a weight that is equal to the engine-generator set weight.

To calculate the depth of the concrete base, the following formula may be used:

$$\text{Depth of Base} = \frac{W}{150 \times B \times L}$$

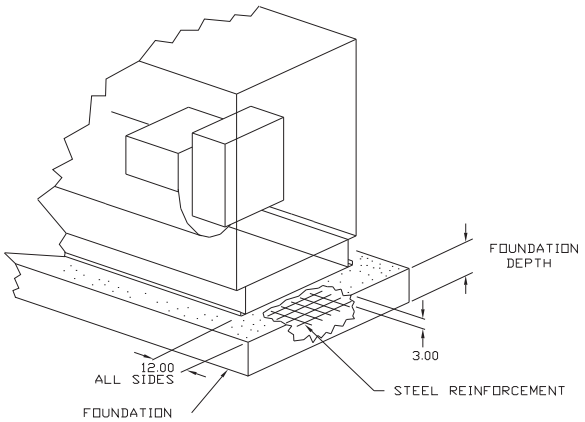
W=Total wet weight of engine-generator set in pounds (kg).
150= Density of the concrete (pounds per cubic foot).
2400= density of concrete (kilograms per cubic foot).
B= Foundation width in feet (meters).
L= Foundation length in feet (meters).

Suggested mixture of concrete (by volume) is 1:2:3 of cement, sand and aggregate with a maximum four inch (100mm) slump with 28 day compression strength of 3000 psi (200MPa).

The concrete base should be reinforced with No. 8 gauge steel wire fabric, or equivalent, horizontally placed on 6 inch (150mm) centers.

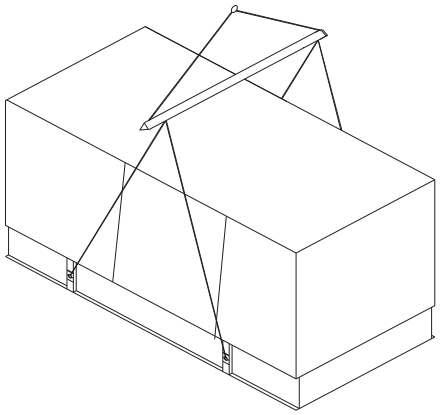
It is important in some applications to isolate the generator pad from attached structures to minimize vibrations.

An alternate reinforcement method is to place No. 6 reinforcing bars on 12 inch (300mm) centers horizontally. Bars should clear foundation surface a minimum of 3 inches (75mm)



OFF-LOADING CONSIDERATIONS

- When offloading equipment with cranes, spreader bars must be used to avoid damage.
- Refer to the provided weights when sizing and unloading equipment.
- For lifting the generator set, lift points are provided on the base frame. Shackles and chains of suitable length and capacity must be used and a spreader bar is required to prevent damaging the set.
- Spreader bar must be wider than the base and enclosure.
- A forklift can be used to lift the generator and make minor adjustments.



NOTE

RECOMMENDED OFF-LOADING METHOD
SPREADER BAR MUST BE WIDER THAN ENCLOSURE

Generac Power Systems 5 Year (5C) Extended Limited Warranty for Industrial Standby Generators

For the period of warranty noted below, which begins upon the successful start-up and/or on-line activation of the unit, Generac Power Systems, Inc. “Generac” warrants that its Generator will be free from defects in material and workmanship for the items and period set forth below. Generac will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection and testing by Generac or an Independent Authorized Service Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be evaluated by the nearest Independent Authorized Service Dealer. Emissions components are excluded from coverage under this extended warranty. Emissions warranty coverage is detailed in a separate emissions warranty.

Warranty Coverage: Warranty coverage period is for Five (5) years or two-thousand (2,000) hours, whichever occurs first.

Warranty Coverage in Year(s) 1-5
Parts, Labor and Limited Travel

Limited Gearbox Coverage:

Year(s): 1-5 Coverage	Year(s): 6-10 Coverage
Limited Parts and Labor	Limited Parts Only

Guidelines:

1. Unit must be registered and proof of purchase available.
2. Any and all warranty repairs and/or concerns must be performed and/or addressed by an Independent Authorized Service Dealer, or branch thereof. Repairs or diagnostics performed by individuals other than Independent Authorized Service Dealers not authorized in writing by Generac will not be covered.
3. This Warranty is transferable between ownership of original install site.
4. Generac supplied engine coolant heaters (block-heaters), heater controls and circulating pumps are only covered during the first year of the warranty provision.
5. Generac may choose to repair, replace or refund a piece of equipment in its sole discretion.
6. Enclosures are warranted against rust for the first year of ownership only. Damage caused after receipt of generator is the responsibility of the owner and is not covered by this warranty. Nicks, scrapes, dents or scratches to the painted enclosure should be repaired promptly by the owner.
7. Warranty only applies to permanently wired and mounted units.
8. Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
9. Proof of performance of all required maintenance must be available.
10. Travel allowance is limited to 300 miles maximum and seven and one half (7.5) hours maximum (per occurrence, whichever is less) round trip from the nearest Independent Authorized Service Dealer. Any additional travel required will not be covered.
11. Engines, driven components and fuel tanks used in Generac’s standby power products system can carry a separate manufacturer’s (OEM) warranty (the “OEM Warranties”), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All warranty claims for defects in material and/or workmanship on Generac product OEM components, may be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Generac shall have no liability under OEM warranties.

The following will NOT be covered by this warranty:

1. Costs of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
2. Damage/failures to the generator caused by accidents, shipping, handling, or improper storage.
3. Damage/failures caused by operation with improper fuels, speeds, loads or installations other than what’s recommended or specified by Generac Power Systems.
4. Damage to the generator due to the use of non-Generac parts and/or equipment, contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oil or coolants/antifreeze.
5. Failures due to normal wear and tear, accident, misuse, abuse, neglect, improper installation, improper sizing, or rodent, reptile, and/or insect infestation.
6. Rental equipment used while warranty repairs are being performed and/or any extraordinary equipment used for removal and/or reinstallation of generator (i.e. cranes, hoists, lifts, et. al.).
7. Planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport deemed not standard by Generac.
8. Products that are modified or altered in a manner not authorized by Generac in writing.
9. Starting batteries, fuses, light bulbs, engine fluids and any related labor.
10. Steel enclosures that rust as a result of improper installation, location in a harsh or salt water environment, or are scratched where the integrity of applied paint is compromised.
11. Units sold, rated or used for "Prime Power", "Trailer Mounted" or "Rental Unit" applications as defined by Generac. Contact an Independent Authorized Service Dealer for definitions.
12. Shipping costs associated with expedited shipping.
13. Additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours.
14. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
15. Failures caused by any act of God or external cause including without limitation, fire, theft, freezing, war, lightning, earthquake, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer’s control.

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, GENERAC MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW, SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED HEREIN. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. GENERAC'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC’S NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

FOR AUSTRALIA ONLY: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
FOR NEW ZEALAND ONLY: Nothing in this warranty statement excludes, restricts or modifies any condition, warranty right or remedy which pursuant to the New Zealand Legislation (Commonwealth or State) including the Fair Trading Practices Act of 1986 or the Consumer Guarantees Act 1993 (“CGA”) applies to this limited warranty and may not be so excluded, restricted or modified. Nothing in this statement is intended to have the effect of contracting out of the provisions of the CGA, except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention. If you acquire goods from Generac Power Systems or any of its authorized resellers and distributors for the purposes of a business, then pursuant to section 43(2) of the CGA, it is agreed that the provisions of the CGA do not apply.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187
Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851

To locate the nearest Independent Authorized Service Dealer and to download schematics, exploded views and parts lists
visit our website: www.generac.com

Part No. 0J4301 Revision M (2/16)

United States Environmental Protection Agency Warranty Statement
(Stationary Emergency Compression-Ignition Generators)

Warranty Rights, Obligations and Coverage

Your emission-related warranty covers only components whose failure would increase an engine's emissions of any regulated pollutant where they are designed, built, and equipped to be free from defects in materials and workmanship under applicable regulations of section 213 of the clean air act. To receive information about how to make an emission-related warranty claim, and how to make arrangements for authorized repairs call **1-800-333-1322** or **www.generac.com**. Emission- related warranty claims may be denied without proof of proper maintenance or use, accidents beyond the control of the manufacturer, or act of God. Proper maintenance is specified in the Owner's Manual. Usage is limited to stationary emergency operations and 100 hours per year for maintenance and readiness testing. The warranty period begins when the engine is placed into service. Warranty periods for compression ignition engines greater than 25 horsepower is five years. This warranty is applicable to compression-ignition generator models; equal to and larger than an SD80 starting 1/1/2011, equal to and larger than an SD35 starting 1/1/2012, and all compression-ignition generator models starting 1/1/2013.

Important Note

This warranty statement explains your rights and obligations under the Emission Control System Warranty, which is provided to you by Generac pursuant to federal law. Note that this warranty shall not apply to any incidental, consequential or indirect damages caused by defects in materials or workmanship or any delay in repair or replacement of the defective part(s). This warranty is in place of all other warranties, expressed or implied. Specifically, Generac makes no other warranties as to the merchantability or fitness for a particular purpose. Any implied warranties which are allowed by law, shall be limited in duration to the terms of the express warranty provided herein. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Department of Environmental Protection

2600 Blair Stone Road♦Tallahassee, Florida 32399-2400

DEP Form: 62-761.900(2)
Form Title: Storage Tank Facility Registration Form
Effective Date: January 2017
Incorporated in Rule 62-761.400, F.A.C.

Storage Tank Facility Registration Form

Review Registration Instructions Before Completing this Form

Submit this completed form for the facility when registration of storage tanks or compression vessels is required by Chapter 376.303, Florida Statutes

Please check all that apply: ☐ New Registration ☐ New Owner ☐ New Tanks
☐ Existing Facility Info Update/Correction ☐ Existing Owner Info Update/Correction ☐ Existing Tank Info Update/Correction

A. FACILITY INFORMATION **County:** _____ **DEP Facility ID:** _____

Facility Name: _____

Facility Address: _____ City: _____ Zip: _____

Facility Contact: _____ Business Phone: _____

Facility Type(s): _____ Financial Responsibility Mechanism (choose): ☐ Insurance ☐ Other

24 Hour Emergency Contact: _____ **Emergency Phone:** _____

B. TANK OWNER INFORMATION: **Identify individual(s) or Business(es) responsible for payment of Registration Fees at the facility location named above**

Company/Individual Name: _____ Ownership Effective Date: _____

Mail Address: _____ STCM Account Number (if known): _____

City, State, Zip: _____

Contact Person: _____

Telephone: _____ Email Address: _____

C. PROPERTY OWNER INFORMATION: **Identify individual(s) or entity that if vested with ownership, dominion or legal or rightful title to the real property**

Company/Individual Name: _____ Ownership Effective Date: _____

Mail Address: _____

City, State, Zip: _____

Contact Person: _____

Telephone: _____ Email Address: _____

D. TANK/VESSEL INFORMATION: Complete one row for each storage tank or compression vessel system located at this facility (see Registration Instructions for **codes)**

	Tank ID	T or V	A or U	Capacity	Installation Date	Content Code	Status	Effective Date	Construction	Piping	Monitoring
1		T	A			G	U		C, M, P, I	N, A	Q, F, R
2											
3											
4											
5											
6											
7											
8											

Certified Contractor (performing UST installation or removal): N/A DBPR License No.: N/A

Facility Registration Certification: To the best of my knowledge and belief, all information submitted on this form is true, accurate and complete.

_____ _____
Signature Date

_____ _____
Printed Name Title

Submit this form to tankregistration@dep.state.fl.us

Florida Department of Environmental Protection

Bob Martinez Center • 2600 Blair Stone Road • Tallahassee, Florida 32399-2400

Division of Waste Management - Storage Tank Facility Registration Form
Registration Instructions and Codes List

Storage tank registration is available online through the DEP Business Portal in lieu of the paper form:

- *DEP Business Portal can be found:* http://www.fldepportal.com/go/submit-registration
- *Instructions on how to navigate the DEP Business Portal can be found on the DEP Registration web page:* http://www.dep.state.fl.us/waste/categories/tanks/pages/registration.htm

Storage Tank Facility Registration Form

In the first outlined section block, identify the types of information being submitted on the registration form. [Forms 62-761.900(2) for USTs and 62-762.901(2) for ASTs. For facilities with both types of tanks, one form may be used]. Check ***New Registration*** when the **location** is being registered for the first time and no Facility Identification number exists. If submitting a revised Registration form, check all other boxes that apply to designate the type(s) of revisions being submitted.

A. Facility Information

County — List the county where the storage tank facility is located.

Facility ID — Include the DEP Facility Identification number whenever possible. Write in "Pending" when submitting a new registration for the first time. Remember: the facility ID number identifies the location, and it does not change even when a facility is transferred to a new owner upon sale of the facility.

Facility Name — Provide the current name of the business establishment operating at the facility location. When registering an abandoned facility, where tanks exist but there is no operational business, identify the location with the property owner's name, as in "Smith Property", if no other facility name is being used.

Facility Address — Include the street number and name. In a rural area with no street number associated with it, provide the parcel ID number along with directions (e.g., 'x' miles N of intersection...). Provide the name and telephone number of a contact person or manager *on location,* where possible.

Facility Type — This information is an explanation or term that most closely describes the operational use of the facility. Select the code(s) that provides the best or most appropriate description of the facility.

1. If the facility is owned by a government entity, select the appropriate type from the following:
   - **F.** Federal Government
   - **G.** State Government
   - **H.** Local or City Government
   - **I.** County Government
   - **N.** Native Tribal Lands

2. If the facility meets the definition of "bulk product facility" - a waterfront location with at least one aboveground tank with a capacity greater than 30,000 gallons which is used for the storage of pollutants ("Pollutants" includes oil of any kind and in any form, gasoline, pesticides, ammonia, chlorine, and derivatives thereof, excluding liquefied petroleum gas"); select the type from:
   - **T.** Coastal bulk product facility - facility, as defined above and located on the Florida coast, may have storage tank systems that store hazardous substances in addition to pollutants. ("Coastline means the line of mean low water along the portion of the coast that is in direct contact with the open sea and the line marking the seaward limit of inland waters, as determined under the Convention on Territorial Seas and the Contiguous Zone, 15 U.S.T. (Pt. 2) 1606.").
   - **S.** Inland waterfront bulk product facility – a facility, as defined above and located on "inland waterways" (lakes, rivers), may have storage tank systems that store hazardous substances in addition to pollutants.

3. When the facility is a "waterfront location", but not a *bulk product facility* as defined above, select the most appropriate type from:
   - **V.** Marine fueling facility - a commercial, recreational, or retail coastal facility that provides fuel to vessels and may store other pollutants and/or hazardous substances on site.

Facility Type continued

W. Waterfront fueling facility - a commercial, recreational, or retail facility located on a non-coastal waterway that provides fuel to vessels and may store other pollutants and/or hazardous substances on site.

4. When the facility is not described as previously stated, select the most appropriate type from:

A. Retail Station - primarily supplies vehicular fuel to automotive customers; may store other regulated substances.

C. Fuel User, Non-retail - primarily stores motor fuel and/or other pollutants or hazardous substances for consumption by facility/owner/operator.

D. Inland Bulk Petroleum Storage - inland facility with no waterfront access, that has multiple active UST and/or AST storage systems used primarily for storage of pollutants intended for distribution. May also store hazardous substances on-site for facility consumption and/or distribution purposes.

E. Industrial Plant - inland facility with no waterfront access; may include power plants and facilities designed for manufacturing and/or chemical processing; may have multiple active UST and/or AST storage systems used for storage of pollutants and/or hazardous substances intended for facility consumption.

J. Collection Station - maintenance or other related facility that acquires and temporarily stores used and/or waste oil prior to recycling and/or disposal.

K. Inland Bulk Chemical Storage - inland facility with no waterfront access, that has multiple active UST and/or AST storage systems and/or compression vessels used for storage of hazardous substances intended for distribution. May also store pollutants on site for facility consumption and/or distribution purposes.

L. Chemical User - facility primarily uses regulated hazardous substance tanks on site; may also store pollutants.

M. Agricultural - facility actively used in production of crops, plants, or livestock.

P. UST Residential (>1100 gallons) - residence with USTs regulated by Federal Environmental Protection Agency.

Z. Other - Identify the type of establishment that you are registering.

Financial Responsibility – The demonstration of financial responsibility shall be made by the owner or operator in accordance with 40 CFR 280, Subpart H. Check box for Insurance or Other (includes all other financial responsibility methods).

24 Hour Emergency Contact - Provide the name and telephone number of the Emergency Contact for this facility.

B. Tank Owner Information

1. Provide the name, address, contact name, telephone number, and email address of the individual(s) and/or business(es) that are responsible for the operation of the storage tanks and for the payment of DEP annual Storage Tank Registration fees. The tank owner will also be associated with the role of Account Owner and will be given a STCM Account Number. The Account Owner is responsible for payment of the annual storage tank registration fees, and will receive the annual storage tank registration placard(s) upon payment.

2. When submitting revisions to owner name or address information, please include their STCM Account Number, when available.

3. Submit a registration form when the tank ownership changes, complete with the date and new account owner's signature.

C. Property Owner Information

1. Provide the name, address, contact name, telephone number, and email address of the individual(s) and/or business(es) that are vested with ownership, dominion or legal or rightful title to the real property.

2. Submit a registration form when the property ownership changes, complete with the date.

D. Tank/Compression Vessel Information - Complete one row in Section D for each storage tank and/or compression vessel system located at the facility. Use the following system description codes where appropriate.

1. **Tank ID** – number the systems sequentially, or provide a unique ID number; do not use symbols (#, %, -, etc.).
2. **Tank or Vessel Indicator** – choose T or V to describe the system type.
3. **Tank Placement** – choose A or U to designate aboveground or underground placement of the system.
4. **Tank Capacity** – enter the storage tank capacity in gallons.
5. **Installation Date** – record the date of installation in 'MM/YY' format; provide a best estimate if unknown.
6. **Tank Content** – record the current content (or last content, if system is closed or out-of-service) from the list below:

A	Leaded Gasoline	K	Kerosene	U	Mineral Acid*
B	Unleaded Gasoline (No Ethanol)	L	Waste Oil	V	Grades 5 & 6 bunker "C" residual oils
D	Vehicular Diesel	M	Fuel Oil: on-site heating only; USTs or ASTs < 30K gals^	W	Petroleum-based additive product
E	Aviation Gasoline	N	Fuel Oil: distribution; or on-site heating - ASTs > 30K gals¥	X	Miscellaneous petroleum-based product
F	Jet Fuel	O	New and Lube Oil	Y	Unknown Substance
G	Diesel Fuel-Emergency Generator	Q	Pesticide	Z	Other Substance (please identify)
H	Diesel Fuel-Generator or Pump	R	Ammonia Compound	7	Biodiesel (B20)
I	Diesel Fuel-Ultra Low Sulfur	S	Chlorine Compound	8	E10 – blend of 10% ethanol/90% gasoline
J	Used Oil	T	Hazardous Substance (CERCLA)	9	E85 – blend of 85% ethanol/15% gasoline

* Mineral Acid = Hydrobromic acid, Hydrochloric acid, Hydrofluoric acid, Phosphoric acid and Sulfuric acid.
^ M = fuel is used solely to heat the facility premises and must be stored in a tank with capacity < 30,000 gallons; exempt from regulation.
¥ N = fuel is distributed as heating fuel, or fuel is used solely to heat the facility premises, but the storage tank capacity exceeds 30,000 gallons.

** Compartmented tanks – register as a single tank; itemize the size and contents of each compartment. See construction miscellaneous attributes.
** Manifold tanks – register as individual storage tanks; with individual size and content – even though they are "connected".

7. **Status** – record the current status of the system, and the status effective date (or best estimate) in 'MM/YY' format. Update the tank status timely, as necessary for tanks moving between "in service" and "out of service" status.

   A. Properly closed in-place UST filled with sand, concrete or other inert material; AST rendered unusable.

   B. Removed from the site.

   D. Deleted – Data Error – Added to STCM in error; may be a duplicate tank (and/or facility), or tank was registered prior to installation and decided not to have tank installed.

   E. Construction modified – AST constructed as a "mobile tank" or enclosed in a building; no longer retains a "regulated" status.

   M. Moved to New Site – Designation that identifies a tank as removed from a particular facility and reinstalled at a second facility.

   T. Out-of-service tank – Tank system that is designated as out-of-service by the owner or operator.

   U. In-service – Tank system that is NOT designated as out-of-service by the owner or operator.

   V. Temporary out-of-service – Field erected storage tank system that is designated as temporary out-of-service by the owner or operator.

   W. Non-regulated use/process – Exempt from regulation due to how the tank or substance is used; i.e. tank stores diesel used in FLOWTHROUGH process.

   Z. Non-regulated product – Stored in tank; provide status effective date when status relates to a 'change in product' from a regulated substance to a non-regulated substance for a particular storage tank.

8. Construction, Piping, and Monitoring Attributes – Select from the lists below, the codes that best describe the attributes of each storage tank system.

CONSTRUCTION

Primary Construction:	**C** Steel	**X** Concrete
	D Unknown	**Y** Polyethylene
	E Fiberglass	**Z** Other DEP approved protection method
	F Fiberglass-clad steel	
Overfill/Spill:	**A** Ball check valve	**O** Tight fill
	M Spill containment bucket	**P** Level gauges, high-level alarms
	N Flow shut-off	**Q** Other DEP approved protection method
Corrosion Protection	**G** Cathodic protection – sacrificial anode	**H** Cathodic protection – impressed current
Secondary Containment	**I** Double-walled construction: single material (outer tank material same as inner tank material)	
	R Double-walled construction: dual material (outer tank – concrete, approved synthetic material, or tank "jacket")	
	J Synthetic liner in tank excavation	
	K Concrete, synthetic material, and/or off-site clays beneath AST and in containment area	
	S Other DEP approved/registered containment system	
Construction:	**B** Internal Lining	**U** Field Erected
Miscellaneous Attributes	**L** Compartmented	**W** Built on supports

PIPING

Primary Construction	**B** Steel or Galvanized Metal	**X** No piping associated with tank
	C Fiberglass	**Y** Unknown
	N Approved Synthetic Material	**Z** Other DEP approved piping material
Corrosion Protection	**D** External Protective Coating	
	E Cathodically Protected with Sacrificial Anode or Impressed Current	
Secondary Containment	**F** Double-walled construction: single material (outer pipe material same as inner pipe material)	
	M Double-walled construction: dual material (outer pipe approved synthetic material or pipe "jacket")	
	G Synthetic liner or box/trench liner in piping excavation or pipe containment area	
	P Internal Piping: contained within an internal sump riser directly connected to tank and located beneath dispenser	
Piping:	**A** Aboveground – no contact with soil	**K** Dispenser Sumps
Miscellaneous Attributes	**I** Suction Piping System	**L** Bulk Product System
	J Pressurized Piping System	**H** Airport/Seaport Hydrant System
	W Piping over water	

MONITORING

External	**E** Monitoring of UST synthetic liner	**W** Fiber-optics Technologies
	Q Visual Inspection of AST Systems	**Z** Other DEP approved monitoring methods
	8 Manually Sampled Wells	
Internal	**F** Interstitial Space – Double-walled Tank	
	R Interstitial Monitoring of AST Tank Bottom	
Piping Monitoring	**G** Electronic Line Leak Detector with Flow Shutoff	**K** Interstitial Monitoring – Double-walled Piping
	H Mechanical Line Leak Detector	**U** Bulk Product Piping Pressure Test
	J Monitoring of Piping Liner	**6** External Monitoring
Miscellaneous	**I** Not Required – See Rule for Exemptions	**3** Electronic Monitoring of Piping Sumps
	Y Unknown	**4** Visual Inspections of Dispenser Sumps
	1 Continuous Electronic Sensing Equipment	**5** Electronic Monitoring of Dispenser Sumps
	2 Visual Inspections of Piping Sumps	

(January 2017)

E. Certified Contractor and Certification NOT needed for Aboveground Tanks

Record the name and the ***Department of Business and Professional Regulation License Number*** for the ***Certified Contractor*** whenever an underground storage tank has been installed or removed. Do not rely on the contractor to file this form. Storage Tank Registration Forms are required to be submitted by the storage tank system owner.

Please Remember - The Registration Form cannot be processed without the name and signature of the storage tank system owner and the date of the form submittal. Please print the name legibly in case a representative of the storage tank program should need to contact you.

Submit form to tankregistration@dep.state.fl.us

If you have questions, please call a storage tank registration representative at (850) 245-8839 or email tankregistration@dep.state.fl.us ***for assistance. Thank you for your cooperation.***

5

ATS/SWITCHGEAR INFORMATION

TX301 Series Transfer Switch

600 Amps

Service Entrance Rated ·Contactor Type ·Open and Delayed Transition

- Automatic Transfer Switch
- 600A up to 600V VAC, 60 Hz, 100% current rated
- Single or Three Phase
- 2, 3, or 4 Poles
- NEMA 1 or 3R
- Open and Inphase or Open with Delayed Transition
- ETL Listed to UL 1008
- High Withstand and Closing Ratings



Image used for illustration purposes only

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.

cETL Listed

NFPA 70, 99, 110

NEC 700, 701, 702, 708

Description

Generac's patented* contactor type transfer switches are double-throw robust switch construction with inherent interlocks for safe positive transfer between power sources. The contacts are silver composite for long life, resisting pitting or burning. The switches are rated for full load transfers in mission critical, emergency, legally required, and optional power systems.

The microprocessor based controller provides the customers with the flexibility to program a comprehensive group of set points to match the application needs. The controller has two programmable inputs and one programmable output as standard and is available with an optional expansion board for up to four programmable inputs and outputs. The LCD displays real time and historical information with time-stamped events. The integrated plant exerciser can be configured in off, daily, day of week, biweekly, and monthly intervals with user selectable run time. Standard features of the controller include three phase sensing on both sources, phase unbalance, phase reversal, load shed, emergency inhibit, and communications.

*Patent Number: US 11,227,728 B2

TX301 Series Transfer Switch

600 Amps

Service Entrance Rated ·Contactor Type ·Open and Delayed Transition

STANDARD FEATURES

GENERAL

- Small Footprint, Results in Easy Mounting and Installation for Reduced Time and Costs
- Floor Mounted, Wall Secured
- Cable Entry is Top or Bottom
- Double-Throw, Stored Energy Transfer Mechanism
- Can be Electrically Isolated while Energized
- Graphical LCD-Based Display for Programming, System Diagnostics and Help Menu Display Mimic
- Diagram with Source Available and Connected
- Method of Transfer: Open with Inphase Transition
- Mechanically Interlocked to Prevent Connection of Both Sources
- Modbus® RTU
- TXC 100 Controller
- Operating Temperature -4 ° to 158 °F (-20 ° to 70 °C)
- Removable Top and Bottom Plates for Ease of Entry
- Voltage Agnostic*
- High Withstand and Closing Ratings
- Heater Kit Standard on All 3R Enclosures
- Auxiliary Input Includes: Permissive Inputs (24VDC)
- General Alarm Indication
- 2 Year Standard Warranty

VOLTAGE AND FREQUENCY SENSING

- Three Phase Under and Over Voltage Sensing on Normal and Emergency Sources
- Under and Over Frequency Sensing on Normal and Emergency
- Selectable Settings: Single or Three Phase Voltage
- Sensing on Normal and Emergency 60 Hz
- Phase Sequence Sensing for Phase Sensitive Loads

START CIRCUIT

- 2-wire Start
- 3-wire Start from C Contact for Circuit Monitoring

DIGITAL OUTPUTS

- Switch Position Indication (2 Form C)
- Signal Before Transfer (Elevator)
- General Alarm

DIGITAL INPUTS

- Emergency Inhibit (Permissive & Load Shed)
- Go to Emergency
- Manual Generator Retransfer

CONTROLS

- Front Programmable Control Reduces PPE Needs and Arc Flash Hazard
- Built in Battery Backup – Increases Switch Reliability and Reduces Switch Transition Time to Alternate Source
- Battery Backup Able to Power the Controller for up to 60 Minutes in the Event of No Source Availability
- Generator Battery Backup for Controller
- Accessible USB Port for Easy Data Downloads, Firmware Updates without Requiring PPE, Reducing the Risk of Arc Flash
- All Amp Nodes Offered with Delayed Transition
- Heater Programmable through Control for Desired Temperature and Humidity Settings
- Front Accessible Customer Connections
- Time-Stamped Event History Log
- Programmable Exerciser – Daily, Weekly, Biweekly, Monthly

* 480 V 3-Wire Systems and all 600 V systems must be specified at time of ordering for Transformer Kit to be included

AVAILABLE OPTIONS

- Time Delay in Neutral Transition (TDN) or Inphase with a Default to Time Delay in Neutral Transfer
- Remote Annunciator
- 3R Padlockable Cover for Controller (Standard on 3R Enclosure)
- CTs for Integrated Metering
- Heater Option for Temperature and Humidity Control (Standard on 3R Enclosure)
- Expandable Input/Output Board Module Includes: 4 Relay Outputs and 4 Optically Isolated Inputs
- 2 Year Extended Limited Warranty
- 5 Year Basic Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

ENGINEERED OPTIONS

- Transient Voltage Surge Suppressor (TVSS)
- Manual Generator Retransfer Switch
- Go to Emergency Switch

CONVERSION KITS

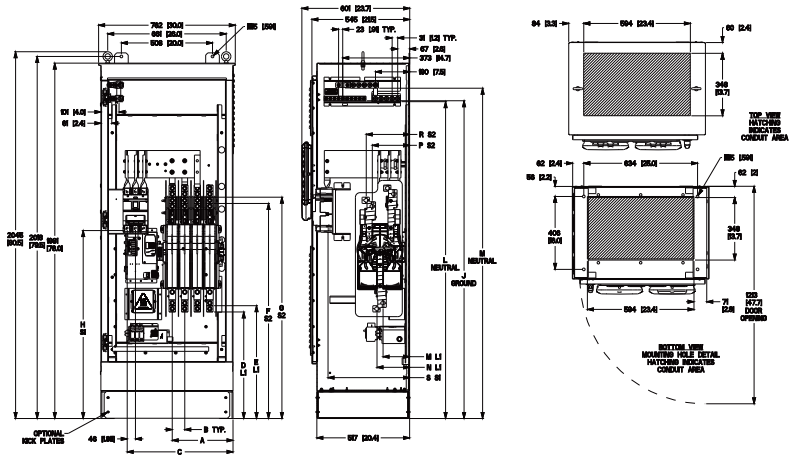
- 480 V Transformer Kit for 3-Wire Systems
- 600 V Transformer Kit

TX301 Series Transfer Switch

600 Amps

Service Entrance Rated ·Contactor Type ·Open and Delayed Transition

UNIT DIMENSIONS*

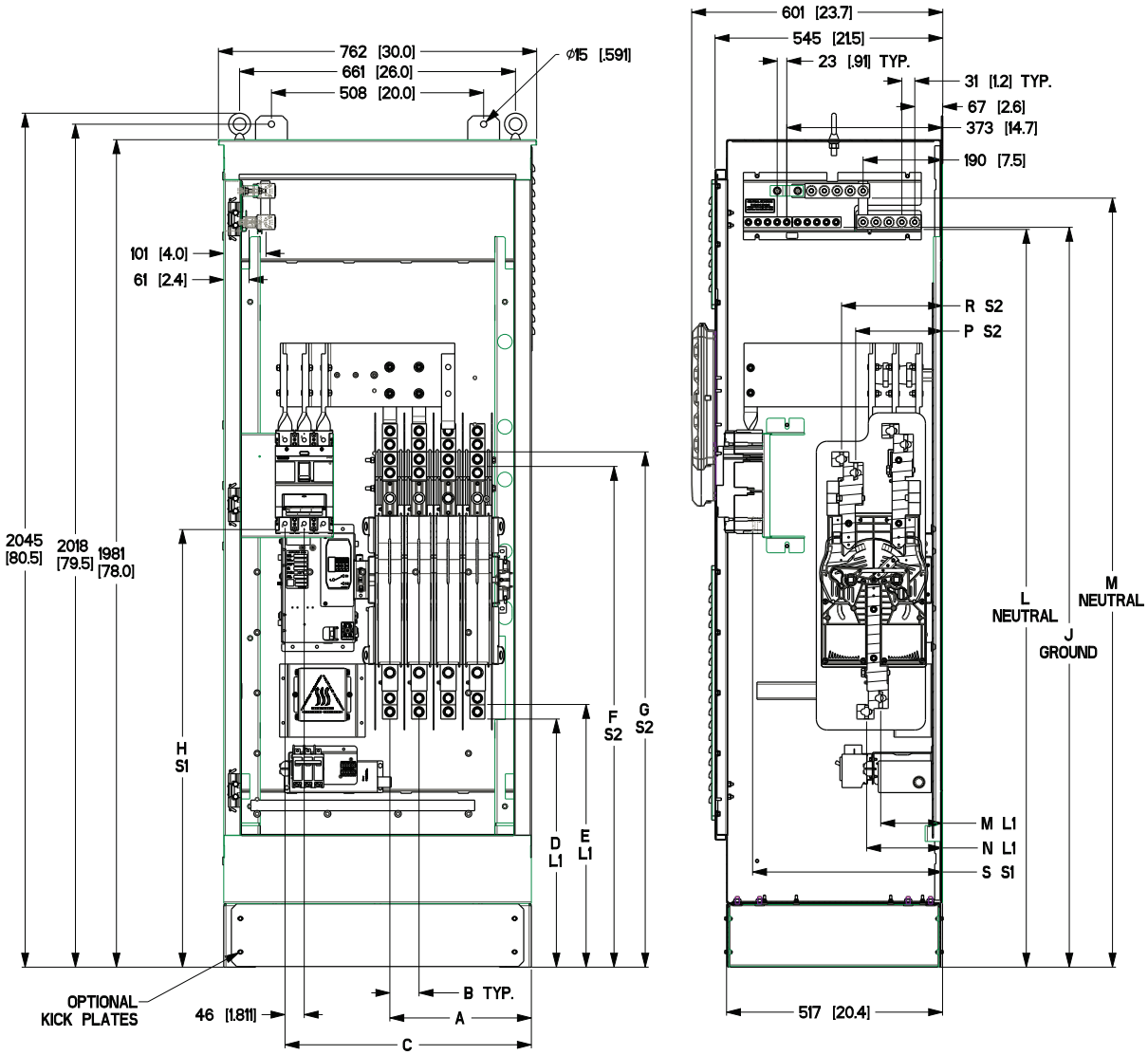


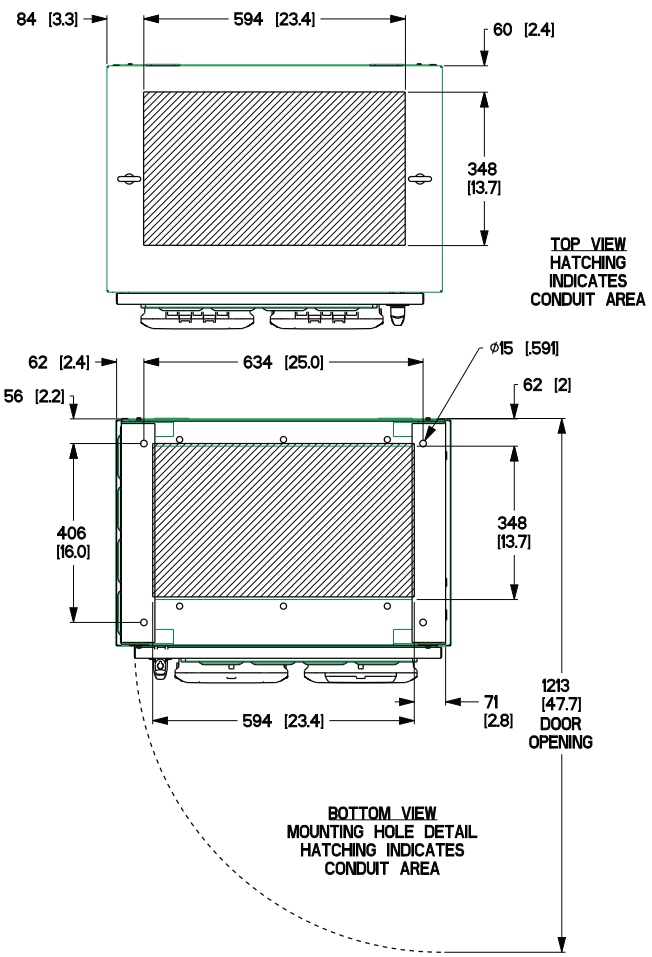
Service Entrance Rated, Contactor Type, Open and Delayed Transition, 600 A, Type 1 and 3R			
Description		**600A 2 & 3 Pole**	**600A 4 Pole**
in (mm)	A (Dim)	13.3 (339)	13.3 (339)
	B (Dim)	2.7 (70)	2.7 (70)
	C (Dim)	23.2 (590)	23.2 (590)
	D (Dim)	23.4 (594)	23.4 (594)
	E (Dim)	24.8 (629)	24.8 (629)
	F (Dim)	47.2 (1199)	47.2 (1199)
	G (Dim)	48.6 (1234)	48.6 (1234)
	H (Dim)	41.3 (1048)	41.3 (1048)
	J (Dim)	69.7 (1771)	69.7 (1771)
	K (Dim)	69.5 (1766)	69.5 (1766)
	L (Dim)	72.5 (1841)	72.5 (1841)
	M (Dim)	5.8 (148)	5.8 (148)
	N (Dim)	7.2 (182)	7.2 (182)
	P (Dim)	8.2 (208)	8.2 (208)
	R (Dim)	9.5 (242)	9.5 (242)
	S (Dim)	17.9 (455)	17.9 (455)
Cu/Al	Normal 75 °C Wire	(2) 600 - 2/0	(2) 600 - 2/0
	Normal Wire Lug Torque lb/in (Nm)	450 (50.8)	450 (50.8)
	Standby/Load Source 75 °C Wire	(2) 750 - 2	(2) 750 - 2
	Standby/Load Wire Lug Torque lb/in (Nm)	620 (50.8)	620 (70)
	Neutral Connection	(8) 600 - 4 or (16) 250 - 1/0	(8) 600 - 4 or (16) 250 - 1/0
	Neutral Wire Lug Torque lb/in (Nm)	375 (31.1)	375 (31.1)
	Ground Connection	(10) 350 - 6	(10) 350 - 6
	Ground Wire Lug Torgue ib/in (Nm)	275 (31.1)	275 (31.1)
lbs (kg)	Weight	2–Pole: 445 (201.8) 3–Pole: 465 (210.9)	485 (220)

UL 1008 Withstand and Closing Ratings		
Ampere Rating	Service Entrance (kA)	Voltage (V)
600	100	Up to 480
600	35	Up to 600

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

Generac Power Systems, Inc. | S45 W29290 HWY. 59 | Waukesha, WI 53189 | generac.com
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Part No. A0002846630
Rev. D 4/9/2025





NORMAL LUGS - WIRE SIZE: (2) 600mcm-2/0 - TORQUE: 450 in-lbs
STANDBY/LOAD LUGS - WIRE SIZE: (2) 750MCM-2AWG - TORQUE: 620 in-lbs
NEUTRAL LUGS - WIRE SIZE: (10) 600MCM-2AWG OR (20) 250MCM-1/0 - TORQUE: 375 in-lbs
GROUND LUGS - WIRE SIZE: (10) 350MCM-6AWG - TORQUE: 275 in-lbs

DESCRIPTION	DIM "A"	DIM "B"	DIM "C"	DIM "D"	DIM "E"	DIM "F"	DIM "G"	DIM "H"	DIM "J"	DIM "K"	DIM "L"	DIM "M"	DIM "N"	DIM "P"	DIM "R"	DIM "S"
600A 3-4 POLE SERVICE ENTRANCE	339 (13.3)	70 (2.8)	590 (23.2)	594 (23.4)	629 (24.8)	1199 (47.2)	1234 48.6)	1048 (41.3)	1771 (69.7)	1766 (69.5)	1841 (72.5)	148 (5.8)	182 (7.2)	208 (8.2)	242 (9.5)	455 (17.9)

SWITCH WEIGHT: NEMA 1 465 lbs, NEMA 3R 467 lbs

DRAWING CREATED FROM PRO/ENGINEER 3D FILE. ECO MODIFICATION TO BE APPLIED TO SOLID MODEL ONLY.

INSTALLATION DRAWING

ELECTRONICALLY APPROVED INSIDE WINDCHILL

GENERAC

TITLE: INSTALLATION DRAWING 600A SERVICE ENTRANCE TYPE 1, 3R

ISSUE DATE:
SIZE: D | CAGE NO: N/A | DWG NO: A0002862886 | REV: C
SCALE: 0.180 | WT: KG9646122152581 | SHEET 1 of 1

CORPORATE OFFICE
4612 Highway Ave
Jacksonville, FL 32254
www.Zabatt.com
(800) 366-1323

Date: December 19, 2025
Salesman: Anthony Bonavire - ZPS
Customer: City of Ocoee
Project Name: City of Ocoee Proposed PD budget
Estimate #: SO174975 Rev: 3 (Sourcewell Contract # 092222-GNR)
**Estimate expires 15 days from issue date*

GENERAC

CBC1257077
EC13013144

WE ARE PLEASED TO OFFER THE FOLLOWING ESTIMATE FOR YOUR PROJECT

Quantity 1 - Generac Industrial generator, consisting of the following features and accessories:
38 - 40 WEEK ESTIMATED LEAD TIME*
***Lead time:**
-Is estimated and subject to change
-Does not include transit time

SD175
Stationary Emergency-Standby rated
175kW Rating
120/208 VAC three phase, 60Hz
Diesel
PMG
Level 1 Acoustic Enclosure, Steel
DSE G8601 Digital Genset Controller
600 amp 100% rated LSI Electronic MLCB
- w/ std factory lugs
- w/ shunt trip & aux contacts

10 Amp Battery Charger
Battery, battery rack & cables
705 gallon UL142 DW sub-base tank (approx. 52 hr runtime @ full load)
- Emergency vent
- FDEP compliant w/C Channel

Coolant Heater
Pad type isolators, loose
21 Light Annunciator – Surface
Flush Mount Annunciator Kit
Remote Emergency Stop Switch, break-glass, shipped loose
Std set of 3 Manuals
UL2200
EPA Certified

Quantity 1 - Automatic Transfer Switch
18 - 20 WEEK ESTIMATED LEAD TIME*
***Lead time:**
-Is estimated and subject to change

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-Does not include transit time

TX Series
Rated at 600 Amp
208 Volt, 3 Phase, 3 Pole
Service Entrance Rated
Auxiliary contacts
Signal before transfer
Programmable exerciser
Strip heater
NEMA 3R Enclosure

ONE LINK COMMERCIAL

Remote monitoring system:
- Email / text alerts for selected alarms
- Cellular connectivity
- Password protected Web Portal featuring real-time status and access to 1 week historical data
- Remote start/stop capability
- Includes parts, labor, programming, and training
-1 Year warranty (from date of install)
-1 Sim card (for cellular monitoring)
-Includes 1 One year of cellular service (recurring fee thereafter)

Note: Hardwired, Ethernet cable from customer network to equipment panel is not included

MISCELLANEOUS

NFPA 110 On-Site Start Up and Testing
2 Hour Resistive Load Bank Test (Performed Onsite)
1 Year Quarterly Maintenance Agreement, consists of (1) Major and (3) Minor visits per year
FOB Origin, full freight allowed to first destination

WARRANTY

Generator: Comprehensive 5-Year Warranty (from date of performing start up)
ATS: Standard 1 Year Warranty (from date of shipment from factory)

THE FOLLOWING IS NOT INCLUDED

Fuel
Concrete Pad
Electrical and Mechanical Installation
Distribution panel and circuit breakers
Not AHCA Compliant

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Jacksonville, FL 32254
www.Zabatt.com
(800) 366-1323

PRICE

$109,967.85 Plus Applicable Sales Tax

Built in discount of 2.5% has been applied to estimate for payments that are remitted as cash, check, EFT or wire transfer.

Due to the uncertainty of costs for our products, based on potential tariffs, this price is an estimate and subject to change.

(see above) Estimated Lead Time*

*Does not include transit time. Lead time is estimated and subject to change.

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COMPLIANCE REVIEW

Zabatt Power System's estimate to provide the standby generator package meets or exceeds the intent of the specification sections provided with the exception of the following: No engineering specification provided Electrical One-Line Diagram not provided All dimensions are approximate for estimating purposes ONLY *****Request installation drawings***** Zabatt is an equipment supplier. It is the responsibility of the Specifying Engineer, Installing Contractor or End User to ensure that the equipment is selected and installed in accordance with Local and National codes.

CHANGES, CANCELLATIONS & RETURNS

Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).

DELIVERY, SHIPMENTS, & CLAIMS (to include Warranty)

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.

PRICE & MINIMUM BILLING

Price shall be in accordance with rates currently in effect at the time the estimate is received and shall expire on the date described in said estimate. All estimates for services, parts, equipment, and labor will be issued in writing and have a system generated estimate number. Verbal estimates are not valid and should not be accepted. A signed copy of the estimate must be on file before any work can be performed. Signature on said estimate shall serve as the customer's acceptance Zabatt's billing guidelines and rates. Labor prices on estimates are good for a period of (15) fifteen days from the date of issue unless otherwise specified. Parts and equipment prices are subject to change and billed at the current price at the time of purchase unless otherwise specified. All regular service calls and emergency calls within normal hours will be billed for a minimum of one hour of labor and ten miles of travel. All emergency after-hour calls will be billed for a minimum of four hours labor and ten miles of travel.

CREDIT & PAYMENT TERMS

Commercial customers who have not established a credit account with Zabatt must make payment arrangements before goods are delivered or a technician is dispatched. No credit terms will be extended to end-users. We cannot accept payment on site but must have a signed credit card authorization on file in order to perform any service work

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on new accounts. No work will be performed for, or product delivered to, customers who are on credit hold. This hold includes any emergency repairs and warranty work that may be required. Account must be paid in full or alternate means of payment must be coordinated and approved before work is performed or product is delivered. Service Rate Definitions and Conditions are available as a separate document.

AGREEMENT

This agreement consists of, and is limited to, a qualified technician performing scheduled maintenance in accordance with the manufacturer's recommendations. Zabatt, Inc will not be held liable for damages to the equipment or property as a result of equipment failure caused by any of, but not limited to, the following circumstances: improper or unauthorized operation; normal wear and tear or damage due to overloading; vandalism, theft or acts of a third party; acts of nature; failure to perform services due to hazardous conditions and other causes beyond the control of Zabatt Inc.

Signature and acceptance of this estimate constitutes agreement to comply with Zabatt's terms and conditions as attached

Customer: City of Ocoee
Estimate: SO174975 / **Date Issued:** December 19, 2025

_____
Signature of Zabatt Representative
Anthony Bonavire - ZPS
tony.bonavire@zabatt.com

_____
Date

_____
City of Ocoee
Authorized Signature

_____
Printed Name

_____
Date

_____
PO Reference Number

STAFF REPORT

Meeting Date: February 3, 2026
Item #: 8

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Easement with Duke Energy Florida, LLC, for the Ocoee Regional Law Enforcement Training Facility. (Public Works Director Krüg)

Background Summary:
As part of the City's Regional Law Enforcement Training Facility construction, Duke Energy Florida, LLC, requires an Easement to provide and maintain the facility's electrical service feed from the right of way to the electrical meter. Public Works is requesting approval of the attached Easement granting Duke Energy access to provide and maintain electrical service to the facility. The cost to construct the power feed is already incorporated into the project. Public Works recommends approval of the Easement.

Issue:
Should the Honorable Mayor and City Commission approve the Duke Energy Easement for the Regional Law Enforcement Training Facility?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve the Easement with Duke Energy Florida, LLC, for access to provide and maintain electrical service to the Regional Law Enforcement Training Facility.

Attachments:
1. Easement

Financial Impacts:
There is no financial impact to the project for execution of the Easement.

Type of Item: Consent

Prepared by: Duke Energy Florida, LLC
Return To: Duke Energy Florida, LLC
Attn: Chris Pickens
2166 Palmetto Street
Clearwater, FL 33765
Mail Code: CWBAYG

Parcel # 07-22-28-0000-00-003

EASEMENT

State of Florida
County of Orange

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 20____, from **CITY OF OCOEE**, a municipal corporation created by and existing under the laws of the State of Florida ("**Grantor**", whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

Witnesses:

CITY OF OCOEE
a municipal corporation created by and existing under the laws of the State of Florida

_____
(Witness #1)
Printed Name: _____
Address: _____
_____

_____
RUSTY JOHNSON, MAYOR

Grantor(s) Mailing Address:

_____
_____
_____

_____
(Witness #2)
Printed Name: _____
Address: _____
_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by RUSTY JOHNSON, MAYOR of CITY OF OCOEE, a municipal corporation created by and existing under the laws of the State of Florida, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public: _____
Printed/ Typed Name: _____
Commission Expires: _____

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

For Grantee's Internal Use:
Work Order #: 59990989-10

Exhibit A

A PARCEL OF LAND LOCATED IN THE NW 1/4, SECTION 7, T22S, R28E, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF SAID SECTION 7; THENCE N89°43'59"E ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 7, A DISTANCE OF 1334.23 FEET TO A POINT; THENCE LEAVING THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 7, S0°34'47"W A DISTANCE OF 56.81 FEET TO A POINT ON THE WESTERLY LINE OF CROWN POINT WOODS SUBDIVISION AS RECORDED IN PLAT BOOK 15, PAGES 101 THROUGH 103 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID CROWN POINT WOODS SUBDIVISION, S0°34'47"W, A DISTANCE OF 877.79 FEET TO A POINT ON THE NORTHERLY LINE OF CROWN POINT WOODS PHASE II, AS RECORDED IN PLAT BOOK 20, PAGES 115 THROUGH 116; THENCE LEAVING THE WESTERLY LINE OF SAID CROWN POINT WOODS SUBDIVISION, S88°11'44"W ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, A DISTANCE OF 116.75 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, S77°01'17"W, A DISTANCE OF 53.13 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, S57°59'38"W, A DISTANCE OF 59.81 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, N86°54'58"W A DISTANCE OF 275.06 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, S43°21'51"W, A DISTANCE OF 130.94 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, S60°43'51"W A DISTANCE OF 187.04 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN BELTWAY (ALSO KNOWN AS STATE ROAD 429, VARIABLE RIGHT OF WAY); THENCE LEAVING THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, NORTHEASTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, BEING ALSO ALONG A NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 724.72 FEET (SAID CURVE HAVING A RADIUS OF 2714.79 FEET, A DELTA ANGLE OF 15°17'43", AND A CHORD BEARING AND DISTANCE OF N14°41'51"E, 722.57 FEET) TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, S67°30'18"E A DISTANCE OF 20.00 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 449.90 FEET (SAID CURVE HAVING A RADIUS OF 2694.79 FEET, A DELTA ANGLE OF 9°33'57", AND A CHORD BEARING AND DISTANCE OF N27°07'48"E, 449.38 FEET) TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FULLERS CROSS ROAD (100-FOOT RIGHT OF WAY); THENCE LEAVING THE EASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, NORTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID FULLERS CROSS ROAD, BEING ALSO ALONG A NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 35.72 FEET (SAID CURVE HAVING A RADIUS OF 740.29 FEET, A DELTA ANGLE OF 2°45'53", AND A CHORD BEARING AND DISTANCE OF N87°50'25"E, 35.72 FEET) TO A POINT; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID FULLERS CROSS ROAD, N89°12'27"E A DISTANCE OF 313.39 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.2891 ACRES OF LAND MORE OR LESS.

STAFF REPORT

Meeting Date: February 3, 2026
Item #: 9

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Preconstruction Services RFQ #25-009 Construction Manager at Risk with HJ High for the new Ocoee Fire Station #38 Facility. (Public Works Director Krüg)

Background Summary:
On October 21, 2025, City Commission awarded the Construction Manager at Risk (CMAR) contract for construction of the new Ocoee Fire Station #38 Facility to HJ High. The architect, JL2 Architecture has completed the 30% design plan. The next phase in the CMAR process are the Pre-Construction Services. This phase includes design and construction document review and recommendations in collaboration with the design team. HJ High has proposed a price of $63,262.00 for this phase. The City and ZHA have negotiated the pre-construction pricing to be within regional industry standards. Following completion of the design phase, HJ High will submit a Guaranteed Maximum Price and Completion Date to be reviewed by the City and ZHA. The final pricing will be brought to the Commission for approval in the near future. Public Works and ZHA recommend Commission approval of the Pre-Construction Phase pricing.

Issue:
Should the Honorable Mayor and City Commission approve the Pre-Cosntruction Phase pricing with HJ High for the new Ocoee Fire Station #38?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve for the $63,262.00 Pre-Construction Phase pricing with HJ High for new Ocoee Fire Station #38 and authorize City Manager and staff to approve change orders to the contract per the Purchasing Policy as funded in the project.

Attachments:
1. Proposal
2. RFQ 25-009 A201-2017
3. RFQ 25-009 A133-2019

Financial Impacts:
The Pre-Construction Phase pricing for this project is adequately funded under job# P000352 GL 317-522-00-6302.

Type of Item: Consent

October 31, 2025

Ms. Joyce Tolbert
Procurement Manager
City of Ocoee
1 N. Bluford Ave
Ocoee, Fl 34761

Re: New Ocoee Fire Station #38 – RFQ 25-009

Dear Ms. Tolbert,

Thank you for giving us the opportunity to submit this proposal for CMAR Pre-Construction Services with the intent to enter into a negotiated GMP for the **City of Ocoee**, Fire Station #38 project in Ocoee FL. Services provided and fee structures are as follows:

PRE-CONSTRUCTION SERVICES:

- Construction and/or Development Budget Creation and Tracking
  - Planning and Program Design Estimate
    - Division estimates summary level in-house budget
    - Follows programmatic information discussion
  - Schematic Design Estimate (30%)
    - CSI Master Format summary level in-house budget
    - Follows schematic drawings and initial programmatic information discussion
    - Can be used to confirm viability of development pro forma
  - Design Development Drawings Estimate (60%)
    - CSI Master Format detailed level in-house budget with subcontractor estimates.
    - Follows design development drawings and outline specifications
    - Material, fixtures and equipment selections
  - 60% CD Drawings Constructability and Scheduling
  - 100% CD Drawings Guaranteed Maximum Price Proposal (100%)
    - Fully detailed estimate compiled from competitive bids from pre-qualified subcontractors and suppliers
    - Allows for creation of contract price and exhibits such as alternates and allowances
- Scheduling and Planning
  - Schematic / Design Development
    - Provide summary level construction schedule with input from H. J. HIGH Scheduling Manager, General Superintendent and other operations staff as needed
  - Construction Drawings
    - Provide complete fully detailed construction schedule and contract exhibit
  - Phasing and Logistics Plan

        - Provide a phased plan for construction of the project. Plans are to include limits of construction, temporary fencing, staging areas, laydown areas, logistics, and proposed trailer locations.
- Design Document/Constructability Review
    - Provide active feedback to design team and client relating to constructability and impacts to project budget and schedule
    - Provide recommendations relating to code compliance, utility coordination, permitting, and other external stakeholders.
    - Provide Constructability Review Report to include pre-construction RFI's to be incorporated into the documents by the design team prior to completion of construction plans.
- Value Engineering
    - Provided throughout design development (Reports to be provided at 30%, 60%, & 90%)
    - Additional VE recommendations provided once discussed with vendor base once sufficient detail is available
- Bidder Pre-qualification
- Permit Acquisition (Permit fees to be paid by owner)

These services will include:

- The GMP requirements for the project will be established and mutually agreed upon. If the GMP requirements are met, a negotiated GMP contract will be entered between H. J. HIGH and the **City of Ocoee.**
- Coordination with all the consultants including architect, MEP engineer, structural engineer, civil and geotechnical engineers through the design and value engineering stages of the project. Should **City of Ocoee** or the design team request any material or design change that impacts the GMP requirement, H. J. HIGH will provide the cost impact for that change for approval to adjust the GMP.
- Assisting the consultants with design and construction recommendations to make sure you receive the best value for your dollar.
- Establishing and tracking a detailed budget for the project from concept to completion with milestone submissions or otherwise as agreed. Milestone budget updates will be published in a comparative format so that deviations can be isolated and analyzed.

Fee Structure:

- The lump sum cost for Pre-Construction Services is **$63,262.** We have enclosed a breakdown of the scope of work to clearly identify the costs for this proposal.
- Pre-Construction Services will be provided for Eight (8) months or until a Construction Contract
- H. J. HIGH will submit invoices on or about the 15th of each month for payment no later than the 10th of the following month.

Sincerely,

JP

JP Hurd
Public Safety Director

CITY OF OCOEE

CITY OF OCOEE FIRE #38

PRECONSTRUCTION SERVICES ESTIMATE

PHASE CODE	DESCRIPTION	HRS/ QTY	BASE RATE	LABOR AMT	EQUIP AMT	MAT'L AMT	TOTAL	
SCHEMATIC DESIGN THROUGH GMP								
SCHEMATIC DESIGN ESTIMATE								
01-1000	PROJECT EXECUTIVE	4	$110.00	$440.00	$22.00	$11.00	$473	
01-1110	PUBLIC SAFETY DIRECTOR	16	$95.00	$1,520.00	$76.00	$38.00	$1,634	
01-0021	CHIEF ESTIMATOR	4	$112.00	$448.00	$22.40	$11.20	$482	
01-0021	SENIOR ESTIMATOR	40	$90.00	$3,600.00	$180.00	$90.00	$3,870	
01-0022	JUNIOR ESTIMATOR	20	$85.00	$1,700.00	$85.00	$42.50	$1,828	
01-1200	GENERAL SUPERINTENDENT	-	$106.00	$0.00	$0.00	$0.00	$0	
01-0927	PRINTING BID DOCUMENTS	1	$500	$500.00			$500	
01-0946	TRAVEL AND MISC EXPENSES						$0	
							Subtotal:	$ 8,786
60% CD DRAWINGS / DESIGN DEVELOPMENT ESTIMATE								
01-1000	PROJECT EXECUTIVE	8	$110.00	$880.00	$44.00	$22.00	$946	
01-1110	PUBLIC SAFETY DIRECTOR	8	$95.00	$760.00	$38.00	$19.00	$817	
01-0021	CHIEF ESTIMATOR	16	$112.00	$1,792.00	$89.60	$44.80	$1,926	
01-0021	SENIOR ESTIMATOR	30	$90.00	$2,700.00	$135.00	$67.50	$2,903	
01-0022	JUNIOR ESTIMATOR	40	$85.00	$3,400.00	$170.00	$85.00	$3,655	
01-0022	PRECON COORDINATOR	20	$65.00	$1,300.00	$65.00	$32.50	$1,398	
01-1200	GENERAL SUPERINTENDENT	16	$106.00	$1,696.00	$84.80	$42.40	$1,823	
01-0927	PRINTING BID DOCUMENTS	1	$1,500				$1,500	
01-0946	TRAVEL AND MISC EXPENSES						$0	
							Subtotal:	$ 14,968
90% DRAWINGS - CONSTRUCTABILITY & SCHEDULING								
01-1110	PUBLIC SAFETY DIRECTOR	8	$95.00	$760	$38	$19.00	$817	
01-0021	PROJECT MANAGER	32	$90.00	$2,880	$144	$72.00	$3,096	
01-1200	GENERAL SUPERINTENDENT	16	$106.00	$1,696.00	$84.80	$42.40	$1,823	
01-0022	MISC EXPENSES	1	$1,000				$1,000	
							Subtotal:	$ 6,736
100% CD DRAWINGS BIDDING - GMP								
01-1000	PROJECT EXECUTIVE	8	$110.00	$880.00	$44.00	$22.00	$946	
01-1110	PUBLIC SAFETY DIRECTOR	20	$95.00	$1,900.00	$95.00	$47.50	$2,043	
01-0021	CHIEF ESTIMATOR	40	$112.00	$4,480.00	$224.00	$112.00	$4,816	
01-0021	SENIOR ESTIMATOR	60	$90.00	$5,400.00	$270.00	$135.00	$5,805	
01-0022	JUNIOR ESTIMATOR	80	$85.00	$6,800.00	$340.00	$170.00	$7,310	
01-0022	PRECON COORDINATOR	40	$65.00	$2,600.00	$130.00	$65.00	$2,795	
01-1200	GENERAL SUPERINTENDENT	40	$106.00	$4,240.00	$212.00	$106.00	$4,558	
01-0927	PRINTING BID DOCUMENTS	1	$2,500				$2,500	
01-0946	MISC EXPENSES	1	$2,000				$2,000	
							Subtotal :	$ 32,773
	TOTAL PRECONSTRUCTION SERVICES:							$ 63,262

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General Conditions of the Contract for Construction

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

New Ocoee Fire Station #38 Facility
This Project will be a new, approximately 7,500sf, 3-bay fire station located on 2121 N. Lakewood Ave between 2nd Ave and Banyan Blvd., Ocoee, FL 34761. Final square footage and specifications shall be as defined in the Construction Documents.

THE OWNER:
(Name, legal status and address)

City of Ocoee,
1 N. Bluford Ave.
Ocoee, FL 34761
a Florida municipal corporation

THE ARCHITECT:
(Name, legal status and address)

JL2 Architecture
1678 Kingston Rd.
Longwood, FL 32750

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

DRAFT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction (also referred to as the "Agreement). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor of the Contractor except as set forth in Section 5.3 and Section 5.4, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.1.9 Contractor's Knowledge

The terms "knowledge", "recognize", and "discover", their respective derivatives, and similar terms in the Contract Documents as used in reference to the Contractor, shall be interpreted to mean facts and information the Contractor knows or reasonably should know, recognizes or reasonably should recognize, and discovers or reasonably should

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discover in exercising the care, skill, and diligence required by the Contract Documents. The term "reasonably inferable" and similar terms in the Contract shall mean reasonably inferable by a contractor familiar with the Project and exercising the due care, skill, and diligence required of a Contractor by the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that the Contractor is, or should be, aware of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract. Any court having proper jurisdiction over the subject matter and the parties that is called on to interpret or adjudicate the Contract Documents may, upon determining a provision or provisions invalid, illegal, or unenforceable, adjudicate and order the revision of the offending provision(s) in accordance with this Section 1.2.1.1.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Instructions and other information furnished in the Specifications including, without limitation, items in connection with prefabricated or pre-finished items, are not intended to supersede work agreements between employers and employees. Should the Specifications conflict with such work agreements, the work agreements shall be followed, provided such items are provided and finished as specified. If necessary, such Work shall be performed on the Project site, instead of at the shop, by appropriate labor and in accordance with the requirements of the Drawings and Specifications.

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

.1 Whenever a product is specified in accordance with a Federal Specification, and ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor shall present an affidavit from the manufacturer when requested by the Architect or required in the Specifications, certifying the product adheres to and is in compliance with the Project Specifications. When requested by the Architect or specified, support test data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted prior to execution of the Contract or if accepted as a Change in the Work in accordance with Section 3.4.4. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

§ 1.2.4 In cases of discrepancy concerning dimensions, quantities, and locations, the Drawings shall take precedence over the Specifications. Explanatory notes on the Drawings shall take precedence over conflicting drawing indications; large-scale details shall take precedence over scaled measurements.

§ 1.3 Capitalization

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

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§ 1.4 Interpretation

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

§1.4.2 If Drawings and Specifications are not in concurrence regarding quantities or quality, Contractor shall request interpretation from Architect.

§1.4.3 Drawings are generally to scale; however, they should not be scaled to determine dimensions. Symbols are used to indicate connections, fittings, and fastenings included as part of the Work. Diagrammatic indications of piping, ducts, conduit, and other similar items are subject to adjustment to obtain required grading, passage over, under or around obstructions to avoid exposure in finished areas, or unsightly, obstructing conditions. The Contractor shall be responsible for recommending alternate solutions whenever design details affect construction feasibility, costs, or schedules.

§1.4.4 All indications or notations that apply to one of a number of similar situations, materials, or processes shall be deemed to apply to all such situations, materials, or processes, wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§1.4.5 All manufactured articles, materials, and equipment shall be incorporated into the Work in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

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

§ 1.5.1 The Owner shall be deemed the owner of the Architect's and the Architect's consultants' Instruments of Service, including the Drawings and Specifications, and shall have an irrevocable, perpetual license to use such Instruments of Service for any purpose related to the Project, while copyrights remain with the Architect and/or the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish written protocols governing such transmissions prior to any digital transmission, unless such protocols are already provided in the Agreement or the Contract Documents. The Owner shall have the right to specify reasonable security and format requirements for such transmissions.

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

(Paragraphs deleted)

§ 1.7 Confidentiality

§ 1.7.1 The Contractor warrants and represents that the Contractor shall not knowingly, negligently, or recklessly communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with the prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Drawings, Specifications, and other documents which the Contractor is permitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the

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foregoing exceptions merely because it is embraced by more generic information that falls within the scope of one or more of those exceptions. The Contractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

§ 1.7.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, specifications, mock-ups, and any other documents furnished by the Owner or the Architect to the Contractor.

§ 1.7.3 The Contractor shall cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.7.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier termination of this Agreement.

§ 1.7.5 Any and all inventions and discoveries, whether or not patentable, conceived or made by the Contractor as a result of the Contractor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the Owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

§ 1.8 Building Information Models Use and Reliance

Except as set forth in Section 3.1.3.1 of the Agreement, any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, and subject to applicable public records laws and regulations, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence

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as a condition precedent to the commencement or continuation of the Work, or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

(Paragraph deleted)

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated and without penalty or incurring additional costs; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

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

§ 2.6 Extent of Owner Rights

§ 2.6.1 The rights stated in this Contract are cumulative and do not limit any rights of the Owner granted in the Contract Documents, at law, or in equity.

§ 2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such, or as the Construction Manager, in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. When this AIA Document A201–2017 is used in conjunction with A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, the term "Contractor" shall also mean the Construction Manager, and may be used interchangeably herein.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. All proposed changes must be submitted to the Owner and the Architect for review and approval.

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

§ 3.1.4 Direct communication between the Owner and the Contractor that affect the performance or administration of the Contract shall be made or confirmed in writing with copies forwarded to the Architect. For the purposes of this section, direct written communication shall include, without limitation, communication by hand delivery, regular mail, fax, or email.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly and carefully inspected the Contract Documents, the site, and (if any) existing, adjacent, or nearby building(s), become familiar with local conditions (including, without limitation, generally prevailing climatic conditions, anticipated labor supply and costs, availability and cost of materials, tools, and equipment, and similar issues) under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor specifically acknowledges and agrees that it has reviewed the visible site and conditions at the site and the Contract Sum has been based on such information. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site, and Contractor shall defend, indemnify and hold harmless the Owner from any claims arising from site conditions, or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the design information contained in the Contract Documents; however, the Contractor shall promptly report to the Architect and the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

- **.1** The exactness of grades, elevations, dimensions, existing utilities, or locations given on any Drawings issued by the Architect, or work installed by other contractors, is not guaranteed by the Architect, or the Owner.
- **.2** The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, existing utilities, and locations. In all cases of interconnections of the Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner. If upon verification by the Contractor the conditions vary from the information provided by the Architect or the Owner all costs associated with any modifications may be additional costs to the Owner.

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

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

§ 3.2.5 Before ordering any Products, the Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. The Architect and the Owner shall not be responsible for the scaling of the Drawings.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall not proceed with that portion of the Work without further written instructions from the Architect. The Contractor shall have a supervisor on-site at all times that Work is being performed, whether by the Contractor's own personnel or by any of its Subcontractors.

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

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

§ 3.3.4 The Contractor shall prepare weekly construction activity reports stating the work performed each day. Copies of these reports shall be provided weekly to the Architect and Owner. The Contractor must also organize and facilitate a weekly safety meeting for which documentation shall be forwarded to the Owner.

§ 3.3.5 The Contractor shall bear the cost of repairing any water, gas or sewer line, or any telephone, telegraph, data, communications, electric, or other wire or cable broken, damaged, or cut by the Contractor, Subcontractor, or any of their respective workmen that Contractor, any Subcontractor, or any of their respective workmen.

§ 3.3.6 Lot lines and permanent benchmarks have been established as indicated on Drawings. Contractor shall be responsible for the layout of the Project according to Drawings with respect to location on the property and elevation in relation to grade.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the

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consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the following provisions shall apply:

.1 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (v) an affidavit stating that (a) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connections with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

.2 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii)specified products are unavailable through no fault of the Contractor; (iii) subsequent information discloses the inability of specified products to perform properly or to fit in the designated space; (iv) the manufacturer/fabricator refuses to certify or guarantee the performance of the specified product as required; and (v) when in the judgment of the Owner or Architect, a substitution would be substantially in the Owner's best interest, in terms of cost, time or other considerations.

.3 Whether or not any proposed substitution is accepted by the Owner or the Architect, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed solution. This shall only apply if it doesn't meet the conditions for 3.4.2.2.. The architect fees will be reimbursed within the GMP cost of work.

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

§ 3.4.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.

.1 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the work of any particular trade.

.2 In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulations, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

§ 3.4.5 The Contractor shall honor any applicable laws regarding employee minimum wages or minimum ages.

§ 3.4.6 Any materials stored off-site with cost included in requests for payment must be insured at 100 percent of value.

§ 3.4.7 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Specifications. A request for substitution shall be evaluated by the Owner, Architect and Contractor, and the substitution shall be recommended if beneficial to the Project and accepted only if approved in writing by Owner.

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§ 3.5 Warranty

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

§ 3.5.2 Unless differing time periods are set forth otherwise in the Specifications more burdensome to Contractor, the Contractor shall furnish a written warranty covering the Work constructed or installed hereunder for the repair or replacement of any defective material or faulty workmanship, without cost to the Owner, from the date of acceptance by the Owner and the Architect for the time periods and in the areas of the Work as indicated below. Acceptance will be considered the date of Substantial Completion.

.1 General Work: One (1) year.

.2 Special Warranties: as described in various specification sections and are available from the manufacture / supplier.

.3 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner and in the name of subsidiaries of the Owner listed in the Contract Documents as additional insured, third-party beneficiaries, or as owners of the real property and improvements that are the subject of the Agreement and Work, or shall be transferable to the Owner or the aforementioned subsidiaries, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 The Contractor shall secure, pay for, and, within 5 business days of receipt, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including any building permits, right-of-way permits, and any other permit necessary to commence construction. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility unless identified in Contractor's Qualifications and Assumptions in the GMP Amendment to be the responsibility of others.

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.4.1 The Contractor warrants to Owner that it has carefully examined the surface of the site and has made sufficient review of provided geotechnical report(s) and surveys, if applicable. The Contractor further acknowledges that all Contract Documents have been read and carefully considered by the Contractor, who understands them.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, and other expenses contemplated for stated allowance amounts shall be included in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2, and shall be accompanied by a detailed breakdown of labor, materials, subcontractor costs, and profits in the same manner as required for a Change Order, including such other information that the Owner may request to allow the Owner to verify the reasonableness of the costs to be expended.
- **.4** All items identified as an allowance in any proposed quotation, proposal, estimate, GMP Proposal, or other similar document submitted by the Contractor to the Owner ("Contractor Notice of Allowance") represent a budget established to pay for Work with an undefined or insufficiently defined scope. The Contractor acknowledges and agrees that the allowances are not only an estimated amount that is representative of the Contractor's understanding of the Work to be performed, but the Contractor also covenants to use commercially reasonable efforts to complete the Work representing the allowance without exceeding the amount of the allowance.
- **.5** when any item is to be identified as an allowance by the Contractor in a Contractor Notice of Allowance, the Contractor agrees to include within that Contractor Notice of Allowance:
  - **.a** a detailed narrative description of why an allowance is required, including identification of where and what further scope definition and clarification is needed;
  - **.b** an explanation with specific identification of what efforts have been made or will be made by the Contractor to resolve any incomplete pricing or scope information needed with the Architect, through and with coordination by the Contractor with the Owner, or, if applicable, with the governmental authority or public entity having jurisdiction; and
  - **.c** the identification of a specific number of calendar days, not to exceed one hundred fifty (150) unless approved by the Owner in writing in advance, approval of which will not be unreasonably withheld, after the date of submission of the Contractor Notice of Allowance that the allowance will be removed and will be converted and priced as a Cost of Work item and copy of same submitted to the Owner.
- **.6** Contractor agrees that not less than sixty (60) days after the commencement date of the Work of the Project, and during each thirty (30) day period thereafter until each allowance is converted and priced as a Cost of the Work, and approved by the Owner, the Contractor shall compile, prepare, and furnish to the Owner a comprehensive written status report updating each Contractor Notice of Allowance, which shall include the most current information for each allowance either not yet priced as a Cost of Work item or identified as an allowance in the General Requirements, as set forth in Section 3.8.2.5 above.

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

§ 3.9 Superintendent

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

§ 3.9.2 Unless otherwise agreed in writing, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 30 days of receipt of the information, the Architect or the Owner may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect or the Owner to provide notice within the 30-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, if and when the GMP proposal submitted by the Contractor is approved by the Owner, but not later than the time the GMP Amendment approved by the Owner is executed and is annexed to the Contract Documents where applicable, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. In addition to the requirements herein, the schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The schedule shall be related to the entire Project, to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time, ten (10) days to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.10.4 The construction schedules shall be in a detailed precedence-style critical path management (CPM) format satisfactory to the Owner, and as described in this Section 3.10, that shall set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents. All construction schedules must be compatible with Primavera project planner software, version 6.0 or later, or as otherwise directed in writing by the Owner. It is the Contractor's responsibility to ascertain the software compatibility with the Owner. The Contractor understands and agrees that upon request by the Owner, the Contractor shall promptly, in not less than five (5) days, disclose and produce to the Owner all electronic data files in native format created by the Contractor using scheduling software for the Project so the Owner may evaluate the overall schedule, including, but not limited to evaluating any Contractor's as-planned versus as-built schedule, evaluating any impacts or delays to the Project, and for other related uses as determined by the Owner. The Contractor will monitor the progress of the Work for conformance with the requirements of the construction schedule and will promptly advise the Owner of any delays or potential delays. The construction schedule will be updated as set forth in Section 3.10 or upon the request of the Owner or the Architect in progress reports. If a progress report indicates any delays, the Contractor will be required to propose and submit a recovery schedule to correct the delay within 5 business days, at no additional cost to the Owner. The recovery schedule must include specific actions and timeline commitments to bring the project back on schedule. No progress report will constitute an adjustment in the Contract Time or Contract Sum unless the adjustment is agreed to by the Owner and is authorized pursuant to a Change Order. It is expressly agreed that the

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"float" contained in the Project schedule shall be managed, and all decisions regarding its usage shall be made solely by the Contractor. Such decisions shall be made based on what is best for the overall Project, and to the mutual benefit of all parties, including the Owner, Architect, Subcontractors, and Contractor. The float in the schedule does not belong to the Contractor's Subcontractors. It is expressly agreed that subcontractors shall have no right to make claims for time extensions or additional general conditions costs for changes in interim dates and sequences that do not extend the final completion date referenced in the subcontract. In recognition of the scope and complexity of the Project, it is to be reasonably anticipated that actual dates and sequences for construction may vary slightly from the planned schedule. No claims for such immaterial changes will be considered.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that, at all times, the Work is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.4 Without limitation of any other provision of the Contract Documents, the Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of (i) any areas and buildings adjacent to the site of the Work and (ii) the building in the event of partial occupancy, as more specifically described in Paragraph 9.9. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

§ 3.18.3 The Contractor's indemnity obligations under Section 3.18 and its subsections will also include all fines, penalties, damages, liability, costs, expenses (including reasonable attorneys' fees) and any punitive damages arising out of or in connection with any violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of the Work by the Contractor, Subcontractor, or any person or entity for whom either is responsible, means, methods, procedures, techniques, or sequences of execution or performance of the Work, and failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.4 The Contractor will indemnify and hold harmless all the Indemnitees from and against any costs and

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expenses, including reasonable attorneys' fees, incurred by any of the Indemnitees in enforcing the Contractor's defense, indemnity, and hold harmless obligations under this Contract.

§ 3.18.5 Neither final payment by the Owner nor acceptance of the Project shall constitute a waiver of the foregoing indemnities and, notwithstanding any provision herein to the contrary, the foregoing indemnities shall survive the termination of the Agreement for any reason whatsoever.

§ 3.18.6 To the fullest extent permitted by law, there is no limit on indemnification to the extent that the claim, damage, loss, or expense: 1) is caused by the negligent or intentional acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, and; 2) is not caused in whole or in part by a party indemnified hereunder. If Section 725.06, Florida Statutes is deemed to require a monetary limit for any claim, damage, loss, or expense caused in part by a party indemnified hereunder, then the per occurrence monetary limit on Contractor's duty to indemnify the Owner under this Section 3.18 shall be an amount equal to the per occurrence limit of Contractor's CGL coverage, regardless of whether or not coverage is available, and the Contractor and the Owner expressly agree that this monetary limit bears a reasonable commercial relationship to this Agreement. The Contractor agrees that this monetary limit on the extent of indemnification shall be considered as part of the specifications for the Project. However, the Contractor shall not be required to indemnify the Owner for that proportion of such loss, cost, expense, or damage ultimately adjudicated as having arisen from the negligent or intentional acts or omissions of the Owner, its employees, officers, or directors in connection with the Agreement or Project.

§ 3.18.7 The duty to defend under this Section is separate and independent from the duty to indemnify, and the duty to defend the Owner exists regardless of any ultimate liability of the Contractor or any Indemnitee. The duty to defend arises immediately upon presentation of a claim by any party that, under its broadest interpretation, alleges that a claim, damage, loss, or expense was caused in whole or in part by a negligent or intentional act or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, and written notice of such claim being provided to the Contractor. The Contractor's obligations to indemnify or defend under this Section will survive the expiration or earlier termination of this Agreement unless and until it is determined by a final judgment that an action against the Indemnified Party or Parties for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

§ 3.18.8 If any word, clause, or provision of this Section is determined not to comply with Section 725.06, Florida Statutes, including any amendments thereto, said word, clause, or provision shall be stricken and the remaining words, clauses, and provisions shall remain in full force and effect. It is the intent of the parties that this Section fully complies with Section 725.06, Florida Statutes, including any amendments thereto, in all respects.

§ 3.18.9 The Contractor shall indemnify, defend, and hold harmless the Owner from and against all claims or rights of lien or encumbrance upon or against the Owner's property, the Work, the Project, or any payments for which the Owner may be obligated to pay under this Agreement as a result of the Contractor's or Subcontractor's furnishing of the Work, including without limitation, labor, supplies, materials, or equipment to the Project unless such liens are the result of the Owner's failure to remit payments properly due under the Agreement. Nothing herein shall limit the Contractor's obligations under Section 9.3.3.1.

§ 3.18.10 Indemnification hereunder is in addition to and not in lieu of any common law indemnification to which the Indemnitee is entitled.

§ 3.18.11 The Contractor's obligations pursuant to this Section 3.18 shall survive completion of the Work and/or termination of the Agreement.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. Any reference in the Contract Documents to the Architect's taking action or rendering a decision within a "reasonable time" is understood to mean no more than ten (10) working days, unless otherwise agreed to in writing by the Owner.

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

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. In no event shall the Architect have authority to order or approve changes in the Work involving adjustments to the Contract Sum or Contract Time without the prior written approval of the Owner. Any such changes made without the Owner's prior written approval shall be void and non-binding on the Owner.

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. Nothing herein shall otherwise preclude the Owner from communicating directly with subcontractors or suppliers for any purpose related to the Project, including but not limited to confirming payments, verifying work quality, or discussing scheduling, provided that the Owner shall contemporaneously notify the Contractor of any such communications. The Contract Documents may specify other communication protocols. The Owner Representative and Architect will use the Contractor's Online Project Management Software, "Procore" for administration of the project.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review within fourteen (14) calendar days of submission . Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith. The liability of the Architect to the Owner shall be governed by the separate professional services agreement between Architect and Owner, but in no event shall such agreement limit the Architect's obligations to the Owner under this Agreement. The Contractor agrees that the Contractor is not a third-party beneficiary to the professional services agreement between the Architect and the Owner. The Contractor agrees that the Architect is not an employee of the Owner and understands that the Architect represents the Owner in the Architect's capacity.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor, as defined in Section 6.1.1, performing under a separate contract or agreement with the Owner for scopes not involved in the Project.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract and before awarding Subcontracts, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. The notification shall include a complete description of the scope of work such person or entity has bid to perform. Within 14 (fourteen calendar) days of receipt of the information, the Owner or Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. The Owner may object to any proposed subcontractor for any reason in its sole discretion. Failure of the Architect or Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.2.5 Provided the Contractor has fully complied with the requirements of this Section 5.2 and other related provisions of this Agreement, the Contractor shall provide to the Architect and Owner through electronic data storage via "cloud storage" at such location of which the Contractor will notify the Owner in writing, or through the Owner's specified system, if applicable, a list of all subcontracts awarded, a copy of the executed subcontract agreement, and a summary for each subcontract agreement for each person or entity which the Contractor awarded a portion of Contractor's Scope of Work, the dollar amount of the subcontract, and a summary and explanation of any variance between that amount and the dollar amount set forth in the applicable GMP Amendment and prior Schedule of Values for the same Scope of Work.

§ 5.3 Subcontractual Relations

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

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§ 5.3.2 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

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

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

§ 5.4.2 Each subcontract will specifically provide that Owner is only responsible to Subcontractor for those obligations of the Contractor that accrue after the Owner's exercise of any rights under the assignment provided. However, upon such assignment, the Owner will only be liable for any unpaid subcontract balance due a Subcontractor by the Contractor to the extent the Owner has not paid the Contractor for such Work performed and such Work has been properly completed in accordance with the Contract Documents.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.1.5 Notwithstanding anything contained herein to the contrary, Owner has the right to perform construction related to the Project with Owner's own forces as long as the construction by Owner does not affect the critical path of the Project.

§ 6.1.6 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. The Contractor's acceptance of an assignment of a contract is contingent upon Contractor's review and acceptance of the assignees qualifications and the assignee executing Contractor's standard form of agreement. All warranty and correction of the Work obligations

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under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

§ 6.4 Assignments of Contracts

§ 6.4.1 Owner reserves the right to assign to Contractor contracts separately negotiated with other Contractors performing Work on this Project and its appurtenances. Cost for such assignments shall be added to Contract Sum by a Change Order. Owner will pay Contractor a fee for handling, coordination, and administration of the Work provided in assigned contracts in accordance with Article 7. Changes in the Work and associated modifications. The Contractor's acceptance of an assignment of a contract is contingent upon Contractor's review and acceptance of the assignees qualifications and the assignee executing Contractor's standard form of agreement.

§ 6.4.2 Contractor agrees to accept assignments of contracts provided in Section 6.4.1 above and to administer and coordinate the Work there under in same manner as if Contractor was original contracting party, but Contractor will not be required to accept assignment of contracts from parties for whom Contractor makes a reasonable objection.

§ 6.4.3 Contractor agrees prior to commencement of Work under assigned contracts to modify the private or public Payment and Performance Bond, as applicable, under Contractor's original Contract to conform to adjusted Contract amount, including administration fee, as shown on said Change Order, covering modification provided for therein.

§ 6.4.4 Contractor further agrees to obtain modifications to insurance policies required in Contractor's original Contract to specifically include the Work provided for in said assigned contracts.

§ 6.4.5 Certification of modification to bonds and insurance policies acceptable to Owner shall be submitted to Owner through Architect prior to commencing Work under assigned contracts.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Section 7.3 and Section 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work or Owner, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect, and having no legal effect until so signed, stating their agreement upon all of the following:

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

§ 7.2.2 An agreement on any Change Order will be considered a final settlement as to all Contractor Claims of any kind or character relating directly or indirectly to the change in the Work that is the subject of the Change Order.

§ 7.2.3 Contractor and Owner agree to use the Change Order form, AIA Document G701–2017.

§ 7.3 Construction Change Directives

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

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

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

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

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

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.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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§ 8.1.3 The actual date of Substantial Completion of the Project is the date certified by the Architect in accordance with Section 9.8 or agreed to in writing between Owner and Contractor.

§ 8.1.4 Except where specifically indicated as "working day" in Contract Documents, the term "day" shall mean "calendar day".

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement or any modifications or amendments thereto, the Contractor warrants that the Contractor has accounted for and anticipated foreseeable delays and that the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by the act or neglect of the Owner, or of an employee of the Owner, or by a separate contractor or design professional employed under contract with the Owner; or by changes ordered in the Work by Owner; or by labor disputes, fire, unavoidable casualties, worldwide pandemic identified by the WHO and CDC (together with the additional requirement that such worldwide pandemic was, in fact, the cause of prevention of performance by Contractor that directly resulted in such delay), the results of which could not reasonably be avoided or mitigated, or other similar causes not reasonably foreseeable and beyond the Contractor's control despite the exercise of due care, or by other causes that the Owner determines in its reasonable discretion may justify delay, then, subject to Section 8.3.3 and other provisions of this Article 8 and this Agreement, the Contract Time shall be extended by Change Order provided such delay will prevent the Contractor from achieving Substantial Completion and/or Final Completion of the Project within the Contract Time. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been reasonably anticipated, by the Contractor, or if reasonably anticipated, could not have been mitigated by the Contractor using reasonable commercial efforts, and, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day. The Owner shall not unreasonably withhold approval of a Change Order requesting additional time due to delay when (a) the delay was reasonably unforeseeable at the time of the execution of the Contract, (b) the delay was not caused by the Contractor or its subcontractors or suppliers, and (c) the delay affected the Project's critical path.

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

§ 8.3.3 Contractor's only remedy for (i) delay in commencement, prosecution, or completion of the Work, provided such delay will prevent the Contractor from achieving Substantial Completion and/or Final Completion of the Project within the Contract Time; (ii) hindrance or obstruction in the performance of the Work; (iii) loss of productivity; or (iv) other similar claims (collectively referred to as "Delays" or "Delay") shall be a time extension, unless caused by the will misconduct or gross negligence of the Owner or anyone under Owner's direct control, which in such event may constitute a compensable delay for which Contractor, subject to Contractor submitting a timely written fully documented Claim to Owner, may be entitled to receive the following compensation as its sole remedy.

.1 Either extended General Conditions of Contractor for the Owner approved extension of Contract Time (a commensurate per diem increase in its General Conditions, based upon the dollar amount of the original GMP for General Conditions approved by Owner) or the Owner approved Stipulated General Conditions, if a prior audit was performed and approved by Owner divided by the original number of days of Contract Time (as may have been adjusted by Change Order) and reasonable fully documented out of pocket costs and expenses of the General Conditions of Contractor's affected subcontractors or suppliers which were directly impacted by all or a portion of the Delay.

.2 A per diem increase in General Requirements of Contractor (time related only) based upon the dollar amount of the original General Requirements approved by Owner (time related only), divided by the

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original number of days of Contract Time (as may have been adjusted by Change Order) and the reasonable fully documented out of pocket costs and expenses of the General Requirements of Contractor's affected subcontractors or suppliers which were directly impacted by all or a portion of the Delay.

.3 Contractor shall include within documentation furnished by the Contractor to Owner an "as-planned" construction schedule and an "as-built" construction schedule and all schedule updates, together with a comprehensive schedule analysis demonstrating that the effect of the Delay extended the date of Substantial Completion of the Project and, such additional information and documentation as Owner may reasonably request.

.4 Notwithstanding anything to the contrary herein, a delay shall not be compensable for any period where there was a concurrent critical path delay caused by the concurrent actions or omissions of Contractor and Owner, including anyone directly or indirectly under their control. For the avoidance of doubt, Contractor shall be entitled to an equitable adjustment in the Contract Time, but not Contract Sum, for concurrent delay.

.5 Contractor shall not be entitled to compensation for any Force Majeure Events, except as set forth in Section 3.2.4 of this Agreement.

Other than extended General Conditions and General Requirements (time related only), as described in the preceding sections, neither Contractor, nor any subcontractor or material supplier of Contractor at any tier, shall be entitled to any compensation or recovery of any damages in connection with any Delays, including, without limitation, consequential damages, loss of opportunity costs, impact damages, loss of productivity, home office overhead, or other similar remuneration or for additional non-time related General Requirements. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as hindering the Contractor's performance of the Work to the extent that the exercise of such rights does not impact the critical path.

§ 8.3.4 If the Contractor submits a schedule or progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to the contractually required Substantial Completion date, Contractor shall provide separate written notice to Owner advising Owner of same at least ninety (90) days prior to the earlier proposed Substantial Completion date, otherwise no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

§ 8.3.5 The Owner may, at its sole discretion and for any reason, direct the Contractor to accelerate the schedule of performance of Work by providing overtime, extra shifts, Saturday, Sunday and/or holiday work and /or by having all or any subcontractors or sub-subcontractors designated by the Owner provide overtime, extra shifts, or additional crews to meet any of the schedule milestones. Any acceleration program by the Contractor shall only include the critical path and/or near critical path Work. To the extent such acceleration is required due to Contractor's negligence or failure to timely or properly progress the Work in order to meet the schedule, or failure to obtain an extension of the Substantial Completion date as required herein, Contractor shall not be compensated for costs associated with a said direction to accelerate, but will be compensated proportionately to the extent of and if such acceleration is due to other causes outside the control of the Contractor and its subcontractors and suppliers as provided in this Agreement.

§ 8.3.6 Delays and/or price escalations due to delays caused by tardy or non-approved shop drawings submittals, tardy material ordering or shipment, or any other delays caused by the Contractor, a supplier, a Subcontractor, or sub-subcontractor, or anyone directly or indirectly under contract with any of them, shall not be deemed a valid cause for excusable delay and shall not be accepted as a basis for a Claim for price escalation or extension of time, as the scheduling, control and risk associated with a supplier and a Subcontractor failure to provide materials on-time and on-budget is part of the Contractor's responsibility under this Agreement.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

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§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 The form of Application for Payment shall be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet, in the latest edition forms, submitted in quadruplicate.

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

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

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

- **.1** The aggregate cost of materials stored off site shall not exceed one dollar ($1.00) at any time without written approval of the Owner.
- **.2** Title to such materials will be vested in Owner, as evidenced by documentation satisfactory in form and substance to Owner and Owner's Construction Lender, if any, including, but not limited to, recorded financing statements, UCC filings, and UCC searches.
- **.3** With each Application for payment, Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor agrees that it will be responsible for obtaining adequate insurance for the Owner for materials stored off the Project site in an amount not less than the total value thereof, unless covered by the Builder's Risk insurance established for the Project.
- **.4** The consent of the surety will be obtained to the extent required before the payment for any materials stored off the Project site.
- **.5** Representatives of the Owner and the Lender (if any) shall have the right to make inspections of the storage areas at any time during normal business hours.
- **.6** Such material shall be (1) protected from diversion, destruction, theft, and damage to the satisfaction of Owner and the Lender (if any), (2) specifically marked for use on the Project, and (3) separated from other materials at the storage facility.

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

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concurrently with the final advance, and which shall be conditional releases through the period relating to the current Application for Payment.

§ 9.3.3.1 Notwithstanding the foregoing, if any mechanics' liens or other claims shall be filed or maintained against the Owner's buildings or improvements or real estate appurtenant thereto, for or on account of any Work or in furtherance of the erection, construction, or completion of the Work contracted for herein, then it shall be the obligation of the Contractor, within seven (7) days of receipt of written notice of the lien or other claim, to make provision satisfactory to Owner for the satisfaction, discharge or bonding of such liens or claims, including furnishing a bond to indemnify against such liens or claims. Notwithstanding the foregoing, if a lien is filed as the result of the Owner's failure to remit payment properly due pursuant to the Contract, then Contractor's duties under this Section 9.3.3.1 shall not apply.

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

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

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§ 9.5.3 Notwithstanding any certification or withholding thereof by the Architect, the Owner with notice to the Contractor, for any such reasons as set forth above may elect to also withhold such amounts from amounts due or to become due to the Contractor. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment or the Owner withholds payment under Sections 9.5.1.3 or 9.5.2 above, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon fourteen additional days' written notice to the Owner and Architect, stop the Work until payment of the

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amount owing has been received, provided that such stoppage shall not occur if Owner disputes the payment in good faith. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up (but not including demobilization or remobilization unless and until a payment dispute continues for a period of sixty (60) days from the date when payment was due after receipt by Owner of the aforesaid notice), plus interest as provided for in the Contract Documents, provided further that Contractor has otherwise complied with all conditions precedent to payments, including, but not limited to, the furnishing of required lien and bond waivers and release of claims and Final Payment Affidavit.

§ 9.7.2 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment will be made promptly upon demand by Owner. If Contractor fails to promptly make any payment owed to Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner has an absolute right to offset such amount against the Contract Sum. Owner may also, in its sole discretion, elect either to (1) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (2) issue a written notice to Contractor reducing Contract Sum by an amount equal to that which Owner is owed.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all applicable certificates of occupancy and any other applicable permits, approvals, licenses, and other documents from any governmental authority having the necessary jurisdiction for the beneficial occupancy of the Project.

§ 9.8.2 The Architect shall make site visits to determine interim Dates of Substantial Completion of the Project. Any fees that the Owner incurs for additional site visits of the Architect for determination of Substantial Completion after the Project has failed to properly meet the date of Substantial Completion will be at the expense of the Contractor and reimbursable to the Owner. The Owner shall deduct the amount of the Architect's compensation for re-inspection services from the final payment. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The operation and maintenance data shall have been submitted and approved, system demonstrations shall have been performed, and a certificate of occupancy shall have been issued before final Substantial Completion can be achieved.

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use

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may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) submission by the Contractor to the Architect and the Owner of as-built drawings, (6) submission by the Contractor to the Owner of a complete list of Subcontractors and principal vendors on the Project, including addresses and telephone numbers, (7) submission by the Contractor to the Owner of an indexed, loose leaf binder of complete installation, operation and maintenance manuals, including all manufacturers' literature, of equipment and materials used in the Work, (8) submission by the Contractor to the Owner, in an indexed, loose leaf binder, of all inspection reports, permits, and temporary and final certificates of occupancy and licenses necessary for the occupancy of the project, (9) any and all other items required pursuant to the Contract Documents (10) all requirements of Section 7.2 of the Agreement (Labor Costs), (11) the Contractor's final lien waiver, together with final lien waivers for all subcontractors, (12) documentation of all warranties, including but not limited to manufacturers' warranties, specific Subcontractor warranties, and any special warranties, with all such warranties being assignable to the Owner, such as manufacturers' warranties or specific Subcontractor warranties, and (13) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract

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Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from, but not limited to,

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** any obligations of the Contractor pursuant to the Contract Documents surviving completion of the Work and final payment, including without limitation, with respect to indemnification or insurance, or any claims arising thereunder; or
- **.5** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to Project and improvements in the adjacent property. Any damage by the Contractor, or anyone for whom the Contractor is responsible, to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor will also give the Owner and Architect reasonable advance notice of the Contractor's intent to use or store hazardous materials and engage in unusual activities. Pursuant to Section 3.18, the Contractor agrees to indemnify the Owner for any claims brought against the Owner resulting from the Contractor's storage or use of hazardous materials.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the

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extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and reasonably protect the Work, as necessary, from injury.

§ 10.2.10 The Contractor will promptly report in writing to the Owner all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage. The Contractor's written report will give full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor also agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or

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death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit, and other similar employee benefit acts that apply to the Work to be performed, including private entities performing Work at the site and exempt from coverage on account of the number of employees or occupation, which entities shall maintain voluntary compensation coverage at same limits specified for mandatory coverage for the duration of Project;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees, or person or entities excluded by statute from requirements of Section 11.1.1.1 but required by Contract Documents to provide insurance required by that section;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than three (3) years after final payment; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 for bodily injury or destruction of tangible property (other than the Work itself).

§ 11.1.2 The Contractor's insurance shall meet and comply with all requirements set forth in Section 14.3 of the Agreement and shall be subject to Owner's review and approval. The insurance required by Section 11.1.1 and any Supplemental Conditions to the Contract shall be written by one or more responsible carriers reasonably acceptable to the Owner for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any

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coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Copies of certificates of insurance and declarations pages of the policies referenced therein (including any endorsements to such policies) acceptable to the Owner shall be filed with the Owner within three (3) days prior to commencement of the Work and prior to bringing any equipment or personnel onto the site of the Work or the Project site, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and declarations required by this Section 11.1 shall confirm that the policies contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Except for the Worker's Compensation, Employer's Liability Insurance, and Professional Liability policies, Owner and Owner's Project lender(s), if any, shall be listed as an additional insured with a waiver of subrogation under the insurance policies referenced in Sections 11.1.1 (except for the insurance under Section 11.1.1.1) and any Supplemental Conditions to the Contract.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, Owner's Project lender(s) as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner and Owner's Project lender(s) as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 In no event shall any failure of the Owner to receive certified copies or certificates of policies required under Paragraph 11.1 or to demand receipt of such certified copies or certificates before to Contractor's commencement of Work be construed as a waiver by the Owner or Architect of Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

§ 11.1.6 When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy.

§ 11.1.7 The general aggregate limit under the Contractor's commercial liability insurance shall, by endorsement, apply to this Project separately.

§ 11.1.8 The Contractor shall cause each Subcontractor to (i) procure insurance meeting or exceeding the same requirements applicable to Contractor under this Agreement and (ii) name the Indemnitees as additional insureds under the Subcontractor's commercial general liability policy. The additional insured endorsement included on the Subcontractor's commercial general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

§ 11.1.9 Premiums and Assessments: Companies issuing the insurance policies shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor except the deductibles related to Builders Risk, if any.

§ 11.1.10 Primary Coverage: The coverage provided herein shall be primary and noncontributory with any other insurance maintained by the Owner, or any other additional insured, for its benefit; including self insurance.

§ 11.1.11 The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and approved by the Owner. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor. All insurance must be written by

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companies approved to do business in the State of Florida by the State Board of Insurance.

The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor agrees that only the required insurance coverage identified in this Agreement as it pertains to the Contractor will be reimbursed by the Owner. The Owner shall be named as an additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.12 Limits on Types of Insurance Costs Paid by Owner. No insurance, bond, or subcontractor default insurance costs or coverages shall be reimbursed by Owner, charged to Owner, or paid by Owner aside from those specifically required by the Contract Documents unless in an estimate, GMP, etc.) and prior written approval for the same has been furnished by Owner in advance. For any coverages, bonds or insurance not required and not so approved, any such costs shall be at Contractor's sole expense should Contractor elect to maintain such insurance, bond, subcontractor default, or coverages. The Contractor shall include subcontractor bonds costs for subcontracts above one hundred thousand dollars ($100,000) and subcontractor insurance costs as apart of the cost work, not to exceed 2 million dollars per occurrence.

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

§ 11.1.14 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance, provided that nothing in this Agreement shall require Owner to purchase or maintain any specific type or amount of insurance.

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

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

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be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such

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Work is in accordance with the Contract Documents, costs of uncovering, repair, and replacement shall by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs, and the cost of correction, shall be at the Contractor's expense unless the condition was caused by the Owner or a Separate Contractor, in which event the Owner shall be responsible for payment of such costs, without prejudice to the Owner's rights to seek reimbursement from the Separate Contractor where appropriate.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion, the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 During the time between the date of Substantial Completion to the expiration of one year thereafter, or such longer period as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents that will not extend beyond the applicable statute of limitations or statute of repose under Florida law, for any Work that is found to be defective repair shall be commenced by the Contractor at his own expense within ten days after written notice has been given to him by the Owner, and the Contractor shall prosecute the Work with continued diligence to completion. If the Contractor does not continuously and diligently prosecute the Work to completion, the Owner may, after 5 days written notice, make the necessary repairs and charge the cost of same to the Contractor without giving any notice to Surety. In the case of an emergency brought about by defective Work of the Contractor, the Owner may proceed immediately to make the necessary repairs and charge the cost of same to the Contractor and/or Surety without giving any notice to the Contractor and/or Surety, and, by agreement of the parties, without causing spoliation of evidence arguments given the emergency nature. This obligation shall survive termination of the Contract. Notwithstanding the foregoing, in the event any of the Work which has been performed by Subcontractors is found to be not in accordance with the requirements of the Contract Documents ("Subcontractor's Defective Work"), and the Subcontractor's Defective Work is covered by a warranty given by the Subcontractor, which warranty is still in effect at the time the Owner discovers such Subcontractor's Defective Work, then the Owner agrees, provided that Contractor's warranty period has expired, that (i) Contractor shall not be liable for such Subcontractor's Defective Work, and (ii) to pursue the correction of such work by enforcing the terms of the subcontract warranty relating thereto directly with the Subcontractor responsible therefore. The Contractor agrees to execute such documents as may be necessary to ensure that any warranty given by any Subcontractor performing any Subcontractor's Defective Work will inure to the benefit of the Owner. All supporting costs for warranty work beyond what is covered by the direct manufacturer or workmanship warranties shall be at Contractor's expense unless otherwise agreed to in writing by Owner.

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

§ 12.2.2.3 Upon completion of any Work under or pursuant to Paragraph 12.2, the one-year correction period in connection with the Work requiring correction will be renewed and recommenced. The obligations under Paragraph 12.2 cover any repairs and replacement of any part of the Work or other property that is damaged by the defective Work. The parties understand and agree that the warranty period shall not be renewed or recommenced with respect to any improvements that were not the subject of any repair or replacement.

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

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

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

§ 12.2.6 Owner shall have the right to operate equipment until defects are corrected and warranties are met and shall also have the right to operate rejected equipment until it is replaced and without charge for depreciation, use, or wear.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Florida. Venue for any legal action shall be in Orange County, Florida.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded and (2) tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the cost to the Contractor.

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

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of 1% per annum or, if lower, the maximum rate allowed by Florida law.

§ 13.6 Written Notice

§ 13.6.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.6.2 Proposals, approvals, instructions, requests, claims, demands, and other notices shall be made in writing or email communication.

§ 13.7 General Provisions

§ 13.7.1 Each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is prohibited by law or is found to be invalid under any law, only such provision or portion thereof will not be effective, without any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provisions, which are deemed severable.

§ 13.8 Equal Opportunity

§ 13.8.1 Contractor shall maintain policies of employment as follows:

§ 13.8.1.1 Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of non-discrimination.

§ 13.8.1.2 Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§ 13.9 No Oral Waiver

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The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by the Owner and shall not relieve the Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

§ 13.10 Notice Regarding Liens

§ 13.10.1 The Contractor shall provide all notices required or permitted by the laws of the state in which the Project is located for the protection of the Owner from liens and claims of lien if permitted or required by applicable law. The Contractor shall be responsible for filing in the appropriate court or other governmental office records all such notices as required or permitted by the laws of the state in which the Project is located.

§ 13.10.2 The Contractor shall provide the Owner with copies of all notices received by the Contractor from subcontractors, sub-subcontractors, and/or suppliers to the Contractor.

§ 13.11 Venue/Attorneys' Fees

The sole and exclusive venue for any suit or action arising out of or relating to this Contract shall be in the appropriate court situated in the Florida county in which the Project is physically located. Further, in the event of any suit arising out of or relating to this Contract, each party shall bear its own attorneys' fees and costs unless otherwise required by Florida law. As used herein, the term "attorneys' fees and costs" shall include, without limitation, fees for legal counsel, paralegal expenses and fees, expert witness fees (including for any such expert witness, travel, food, and lodging expenses, if reasonably necessary), and other reasonable fees or expenses billed to the party or incurred on the party's behalf in connection with any such proceeding, whether any such court proceedings are in state, federal, or bankruptcy court. **Further, the parties expressly waive all rights to trial by jury in any litigation involving the project or this contract.**

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents unless such non-payment is the subject of a claim under dispute and is being resolved as provided in the Agreement or the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon thirty (30) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment only for Work properly executed and approved by Owner, without any additional overhead, profit or other costs on the portion of the Work so executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under

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contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause by providing the Contractor with written notice of termination for convenience which notice may direct the Contractor as to any of the items outlined in Section 14.4.2.

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

- **.1** Unless the notice directs otherwise, immediately discontinue the Work on that date and to the extent specified in the notice;
- **.2** Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued;
- **.3** Cancel, or if so directed by the Owner, transfer or assign to the Owner all or any of the commitments and agreements made by the Contractor to the project;
- **.4** Assign or promptly make every reasonable effort to procure cancellation upon terms satisfactory to the Owner of all orders and subcontracts and shall thereafter do only such Work as may be necessary to

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preserve and protect work already in progress and to protect materials, plants and equipment on the site or in transit thereto; and

.5 Take actions necessary or that the Owner may direct, for the protection and preservation of the Work.

§ 14.4.3 Upon such termination, the Contractor's sole remedy shall be payment for Work properly performed and approved by Owner prior to the effective date of termination. No additional costs, overhead, profit, demobilization costs or other expenses shall be recoverable unless specifically pre-approved in writing by Owner. The Contractor hereby waives all other claims for payment and damages, including, but not limited to, anticipated profits. The Owner will be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) agreed upon claims that the Owner has against the Contractor under the Contract (or otherwise Owner reserves any and all legal rights to such claims), and (iii) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum..

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

(Paragraphs deleted)

§ 15.1.2 Intentionally Deleted

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor must be initiated by written notice or email notice to the other party, with a copy sent to the Architect, even though the dispute process in this Agreement has excluded the Architect serving as the Initial Decision Maker. Claims by Contractor shall be initiated within 10 days after the occurrence of the event giving rise to such claim or within 10 days after the Contractor first recognizes the condition giving rise to the claim, whichever is earlier. Failure to provide notice within this timeframe shall constitute an absolute waiver of the claim; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall cooperate with the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a claim. Claims may also be reserved in writing with the time limits set forth in Section 15.1.3. If a claim is reserved, the Resolution of Claims and Disputes procedures described in Section 15.1.3 shall not commence until a written notice from the claimant is received by the other party. Any notice of claim or reservation of claim must clearly identify the alleged cause and the nature of the claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the claim.

(Paragraph deleted)

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will review Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

(Paragraph deleted)

§ 15.1.5 Claims for Additional Cost

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

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§ 15.1.6 Claims for Additional Time

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

.1 Claims for extension of time shall be stated in number of whole or half calendar days. The actual dates on which the delay(s) occurred and the critical path activities on the schedule affected by the delay must be stated. Said request shall specifically detail the extension of the critical path of the Project caused by the events which underlie the time extension request and must include substantiating documentation, correspondence, notices, and any other data which provides proof of the events which are the basis for the Claim. Any claim not including said data shall be deemed waived and will be rejected by the Owner until such time as Contractor provides such data in accordance with the contract documents.

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

.1 Anticipated Normal Weather Days: The time stipulated in the Contract Agreement for completion of the work includes the number of five (5) calendar days, for anticipated delays due to normal weather conditions. No time extensions for delays due to weather will be allowed until and unless such delays exceed the time included for normal weather delays. In case of claims for extension of time because of adverse weather conditions, such extension of time shall be granted only because such adverse weather conditions prevented the execution of critical path work on normal working days.

.2 A weather table reflecting meteorological data from the closest International Airport to the Project or other reliable meteorological data will be used to determine Contract time extension due to adverse weather conditions. For the purposes of this Contract "adverse weather conditions" will be interpreted as the number of days in excess of the normal on which rainfall exceeds one inch.

.3 Weather days adjustments must be presented and addressed at the monthly meetings between Owner and Contractor.

.4 There will be no Weather days adjustments for a Project with interior renovation Work only.

§ 15.1.7 Waiver of Claims for Consequential Damages

Except to the extent covered by the valid and collectible insurance required respectively to be carried by Contractor or Owner under Article 11, the Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

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

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

§ 15.2 Initial Decision

§ 15.2.1 Intentionally Deleted

§ 15.2.2 Intentionally Deleted

§ 15.2.3 Intentionally Deleted

§ 15.2.4 Intentionally Deleted

§ 15.2.5 Intentionally Deleted

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

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

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

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

§ 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by a qualified mediator mutually agreed upon by the parties or, failing such agreement, by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 Intentionally Deleted

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

§ 15.4 Litigation

§ 15.4.1 Any Claim subject to, but not resolved by, mediation shall be subject to litigation unless the parties mutually agree otherwise, all legal proceedings shall be filed solely in a court of competent jurisdiction located in Orange County, Florida, and the parties hereby consent to such venue and jurisdiction.

§ 15.4.1.1 Intentionally Deleted

§ 15.4.2 Intentionally Deleted

§ 15.4.3 The Contractor and the Owner shall not be obligated to resolve by arbitration any Claim or dispute related to the Contract. Any reference herein to arbitration in connection with such Claims or disputes is hereby deemed void. However, the parties may, but are not obligated to, mutually agree in writing to submit any Claim or dispute to binding arbitration, upon such terms as may be set forth in writing and agreed to by the parties. In the absence of such a written agreement, neither party shall be obligated to submit any Claim or dispute to arbitration.

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AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

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

City of Ocoee, a Florida municipal corporation
1 N. Bluford Ave.
Ocoee, FL 34761

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

H.J. High Construction Company, a Florida corporation
1015 W. Amelia St.
Orlando, FL 32805

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

RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility
This Project will be a new, approximately 7,500 sf, 3-bay fire station located on 2121 N. Lakewood Ave between 2nd Ave and Banyan Blvd., Ocoee, FL 32703. The work will include site development of a 3.2-acre site and will include modification of an adjacent existing stormwater pond.

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

JL2 Architecture
1678 Kingston Rd.
Longwood, FL 32750

The Owner and Construction Manager agree as follows.

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The City of Ocoee Fire Station #38 shall be a new approximately 7,500 sf 3-bay fire station.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The existing site footprint is approximately 3.2 acres with other required site development features such as public parking and staff parking, aprons for fire vehicles and modification of an existing stormwater pond.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)
The Project budget shall not exceed $5,000,000 with a Construction budget not to exceed $4,500,000, unless specifically authorized in writing by the Owner.

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design Phase	To be determined within 30 days of contract execution
Design Development Phase	TBD
Construction Documents Phase	TBD
Owner Review & Comment 14 Days per Phase	TBD
Design Phases Subtotal:	TDB
Bidding / GMP Coordination	TBD
Construction Administration Phase	TDB
Total Days	TDB

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

List in number of days as in the item above

.4 Other milestone dates:

Final Punch and Closeout shall be completed within 60 days from Substantial Completion. Failure to complete within this timeframe may result in liquidated damages as specified in the Contract Documents.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Steve Krug, Public Works Director

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1 N. Bluford Ave.
Ocoee, FL 34761
SKrug@ocoee.org
407-905-3170

AND

Owner's Representative
ZHA Incorporated
2290 Lucien Way, Suite 300
Maitland, FL 32751
407-422-7487

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

JL2 Architecture
1678 Kingston Rd.
Longwood, FL 32750

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:
TBD

.2 Civil Engineer:
TBD

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

TBD

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)
o
Johnnie Lohrum
JL2 Architecture
1678 Kingston Rd.
Longwood, FL 32750

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

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(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule and the Construction Manager's services. Any adjustment to the Construction Manager's compensation must be approved in writing by the Owner. The Owner may adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior written notice to the other party. Any replacement Construction Manager representative must be approved in writing by the Owner.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. In the event of inconsistencies, the order of precedence shall be:

1. This Agreement
2. The GMP Amendment
3. Change Orders
4. The General Conditions (A201-2017)
5. Specifications
6. Drawings
7. RFQ #25-009 including all addendums, if any
8. Construction Manager's response to RFQ #25-009
9. All written proposals from Construction Manager
10. Other referenced Documents

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and acknowledges its fiduciary duty to the Owner and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with this Agreement. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise the highest standard of care and professional skill in performing its Preconstruction Services. The Owner shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.1.3.3 If building information modeling is to be used on the Project, the Construction Manager and Owner will establish building information modeling and digital data protocols for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and update monthly, or more frequently if requested by Owner, a Project schedule for the Architect's review and the Owner's acceptance. The Project schedule shall identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

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§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's review and approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner and Construction Manager, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's review and approval. The Construction Manager shall inform the Owner in writing within three business days in the event that the estimate of the Cost of the Work exceeds or is likely to exceed the latest approved Project budget, and make detailed recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager shall work with the Owner to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and make recommendations regarding constructability and schedules, for the Owner's review and approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

§ 3.1.12.1 The Construction Manager shall prepare, for the Owner's review and acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on commercially reasonable terms and conditions, with reasonable input from the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.12.2 Construction Manager will participate in the Owner Direct Purchase savings program. The city may elect to purchase Project goods directly from providers to realize sales tax savings, as permitted by Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative code. Any such election shall be limited to purchases for goods which are valued at $10,000.00 or greater.

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§ 3.1.13 Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Agreement, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services
Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document
(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal
§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Drawings and Specifications are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The "Construction Contingency" shall be identified and carried as a separate line item which shall be included in the Guaranteed Maximum Price for the Cost of the Work.

.1 Construction Contingency: The "Construction Contingency for this project shall be x percent (x) of the Cost of the Work will be determined at the GMP.

The Construction Contingency is permitted to be used by Construction Manager for compensation to Construction Manager, its subcontractors and material suppliers, for minor errors, omissions, conflicts, or inconsistencies that may exist within the Contract Documents, variances between subcontractor bids and budgeted amounts, or other additional costs directly related to the scope of Work that may arise during the Project that are not subject to a Change Order under this Agreement. The Construction Contingency shall not be used for:

(1) compensation to Construction Manager, or its subcontractors and material suppliers, for concealed conditions, Project additions, enhancements, scope changes or allowance adjustments, which shall be subject to Change Order in accordance with the terms of the Agreement;
(2) general conditions/general requirements, personal injury claims, third party property damage claims, or for any other third party claims not directly related to the scope of Work;
(3) for any use which would be or may be covered under any other contingency fund; or

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(4) for any cost overruns for any portion of the Work that is self-performed by Construction Manager (and it shall not be unreasonable for the Owner to deny use of the Construction Contingency for such purpose); and
(5) for repairs, adjustments, or re-work necessitated by or resulting from negligence by subcontractors, material suppliers, or others under Construction Manager's control (not including Builder's Risk Claims).
(6) To increase or supplement staff as necessary to effectively manage the project
(7) Buy out of work not included in the previously awarded bid package
(8) To improve or accelerate the progress of the work.
(9) For modifications of the work resulting from an unknown ambiguity (not an error or omission) in the Contract Documents.
(10) To adjust reimbursable general conditions in excess of the budget, provided such excess costs were not caused by Construction Manager's failure to properly manage the Project.

Construction Manager's use of the first twenty-five percent (25%) of the Construction Contingency shall not require Owner's prior consent but shall require written notice to Owner of the amount and description of the use regardless of the line item amount at least 72 hours before such use. Construction Manager's use of the second fifty percent (50%) of the Construction Contingency for each individual line amount over $50,000 (or a lower amount if directed by the Owner in writing) shall require Owner's prior consent. With respect to the Construction Manager's use of both the first 50% of the Construction Contingency and the second 50% of the Construction Contingency, at the time of the use of such Construction Contingency, such use shall be a permitted use as defined in this Article 3.2.4.

§ 3.2.5 The Construction Manager shall meet with the Owner to review the Guaranteed Maximum Price proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The

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written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner through a real-time online project management system, a detailed daily log containing a record for each day of weather conditions, portions of the Work in progress, number of workers on site by trade, identification of equipment on site, materials delivered, problems that might affect progress of the work, accidents, injuries, safety violations, and other information required by the Owner. These logs shall be preserved as project records for a minimum of 5 years after substantial completion.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner, and shall provide this information in its monthly reports to the Owner, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has budgeted for and appropriated funds to fulfill the Owner's obligations under the Contract, subject to annual appropriation requirements applicable to Florida municipalities. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions and furnish information within reasonable timeframes consistent with the Project schedule and the Owner's internal approval processes. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Preconstruction Services will total Sixty-three Thousand Two Hundred Sixty-two Dollars and no Cents ($63,262.00):

Schematic Design through GMP

• Design Constructability & Scheduling	$ 6,736.00
• Schematic Design Estimate	$ 8,786.00
• Design Development Estimate	$14,968.00
• Guaranteed Maximum Price Proposal	$32,773.00
Total for Preconstruction Services	$63,262.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Individual or Position	Rate
Project Executive	$110.00
Project Manager	$90.00
Chief Estimator	$112.00
Senior Estimator	$90.00
General Superintendent	$106.00
Scheduling Services	$
Junior Estimator	$85.00
Precon Coordinator	$65.00
Project Administrator	$0
Public Safety Director	$95.00

§ 5.1.2.1 Billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 Prior to issuance of a GMP Amendment, and except as may be set forth in a Preconstruction Amendment or Change Order signed by Owner, Construction Manager shall not incur any costs for, and Owner shall not be liable for, any compensation or associated costs other than the lump sum compensation for Preconstruction Phase services performed by Construction Manager identified in this Article 5, and those costs and compensation (if any) provided for and identified in Section 5.1.2 above, and any other costs and compensation specifically identified in Article 5.3 below (if any) which are specifically recommended, detailed and priced, and then approved in writing by Owner.

§ 5.2 Payments

§ 5.2.1 Provided that the Construction Manager has provided services in accordance with the time frames and deliverables described in Section 5.3 below, payments for services shall be made monthly in proportion to services performed. Monthly payment is not due until services and deliverables are current.

§ 5.2.2 Payments are due and payable within thirty (30) days after the Owner's receipt and approval of the Construction Manager's properly documented invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

% Interest shall be in accordance with the Florida Prompt Payment Act.

§ 5.3 Program Review and Construction Manager Recommendations

The Construction Manager shall perform the services described in this Article constituting the Preconstruction Phase Services. Except as may be specifically provided in Article 5.1.3, the Construction Manager acknowledges and agrees that any compensation due Construction Manager for any Preconstruction Phase Services required in this Article 5.3 is included in the lump sum Preconstruction Phase Services fee in Article 5.1. The parties acknowledge the Construction Phase may commence before the Preconstruction Phase Services are completed, and to a certain extent, both phases may proceed concurrently.

§ 5.3.1 Preliminary Evaluation. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

§ 5.3.2 Consultation. The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

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§ 5.3.3 Contract Logistics and Other Terms. The Construction Manager shall review the design proposed for the Project (including with the Architect where reasonably necessary) to determine and evaluate whether phased construction, and/or separate or early release contracts for separate scopes or portions of the Work (including obtaining competitive bids therefore), or long-lead procurement materials, are necessary, appropriate, or will reasonably benefit the Project. Construction Manager shall take into consideration the schedule, anticipated time to complete, construction market conditions, fabrication and delivery times, storage availability, availability of labor and materials, community relations, and other significant factors Construction Manager knows and reasonably anticipates. Based on its evaluations, Construction Manager shall make recommendations to the Owner for any of the Project or contractual logistics that it determines is or are appropriate and, after input from Owner is solicited, Construction Manager shall develop a more detailed recommendation and proposed plan(s) with input from necessary parties including the Owner and Architect. Construction Manager shall not procure or order long-lead materials, or begin prosecuting the foregoing matters/recommendations, and Owner shall not be responsible therefore, unless and until approved in a signed writing by Owner (with copy to Architect). Construction Manager will keep Owner and Architect informed of the progress and status of any of the foregoing which Construction Manager has been authorized to implement at the Construction phase, including with respect to any changes to the recommendations previously proposed by Construction Manager. Owner may elect to procure subject materials by direct purchase for tax savings.

§ 5.3.4 Review Reports. Within 15 – 30 days, after receiving the plans and specifications, based on phase of the design, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph 5.3.1, 5.3.2, and 5.3.3. Promptly after completion of the review, Construction Manager shall submit to the Owner, with copies to the Architect, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as Construction Manager may deem appropriate, and all actions taken by the Architect with respect to same, including any comments Construction Manager may deem to be appropriate with respect to separating the work into separate contracts, and any alternative materials recommendations.

§ 5.4 Constructability/Schedule

The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's Architect and/or professional consultants. While Construction Manager shall not assume the Architect's design responsibilities, Construction Manager has a duty to promptly notify Owner and Architect in writing of any known or reasonably discoverable violations of applicable laws, statutes, ordinances, and Building Codes in the drawings and specifications. However, if the Construction Manager recognizes that portions of the drawings and specifications are at variance therewith, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 5.4.1 Constructability. With each subsequent issuance of design progression documents, the Construction Manager will provide written comments and meet with the Architect to discuss proposed modifications to the drawings and specifications to improve the efficiency and constructability of the design without assuming any architectural or engineering responsibility.

§ 5.4.2 Schedule. The Construction Manager will develop the schedule for the project the optimizes construction duration and anticipated costs based on market conditions and availability of materials and labor resources.

§ 5.5 Stimulation of Bidder Interest

§ 5.5.1 The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; Construction Manager shall analyze as necessary these conditions to (1) determine and report on availability, quality, and qualification of labor, material, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

§ 5.5.2 The Construction Manager shall submit to the Owner a written "Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. Third party analysis is not required. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect a list of potential bidders. The Construction Manager shall carry out an active program stimulating interest of qualified contractors, subcontractors, and suppliers in bidding or proposing on the Work and familiarizing them with the requirements of the Project. The Construction Manager shall specifically stimulate bidder interest in the local marketplace and identify and encourage bidding competition. Any Work that Construction Manager proposes to self-perform must

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have competitive bids from no fewer than three (3) qualified subcontractors, at least two (2) of which shall be local subcontractors. If Construction Manager cannot obtain such bids after documented good faith efforts, Construction Manager must provide detailed written justification for Owner's review and approval at least 30 days before such work is scheduled to begin. Owner reserves the right to reject Construction Manager's self-performance proposal and require additional bidding efforts.

§ 5.5.3 The Construction Manager shall carry out an active program of stimulating interest of qualified contractors/subcontractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manager's Fee shall be a percentage of the Cost of the Work that will be established during the preparation of the GMP Amendment.

§ 6.1.3 For increases in a Subcontractor's cost of its portion of the Work resulting from a change in the Work, the party actually performing the changed portions shall be limited to a maximum mark-up of 7.5% of its actual costs of material, labor, and equipment costs. All such costs and mark-ups must be fully documented and subject to Owner's audit rights. Additionally, if the changed portion of the Work is performed by a sub-subcontractor, the subcontractor shall be limited to a mark-up of 5% of the actual costs passed through to the Construction Manager from said sub-subcontractor. The total cumulative mark-up on all changes in the Work shall not exceed 15% in total, excluding Construction Manager's Fee. The following items shall be considered part of and included in the markup for overhead and profit and subject to the above limitations for purposes of what is charged to Owner, and shall not be separately charged:

.1 Costs of trucks, automobiles, and other vehicles, including the costs to operate them, hand tools, small tools, power tools, craft-specific tools, consumable tool supplies, consumable supplies, and similar items.

.2 Costs of safety programs, safety supplies, warranty, and similar items and costs of quality assurance and quality control; or Costs of office equipment and supplies, electronic equipment, computer hardware and software and use thereof, information systems, management systems, subscriptions, website maintenance, e-mail services, web-based project management and other computer, internet, and web-related costs.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 For any construction work that the Construction Manager elects to undertake with its own forces, after written approval from the Owner, the Construction Manager shall be paid:

.1 A lump sum amount based on the written authorization of the Owner following the receipt of competitive bids for such work unless the requirement for competitive bids is waived by the Owner.

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

The Construction Manager understands that if Substantial Completion is not attained within the Contract time, as modified by this Agreement, the Owner may suffer damages that are difficult to determine and accurately specify. The Construction Manager agrees that if Substantial Completion is not attained within the Contract Time, the Construction Manager shall pay to the Owner a specific amount established during the preparation of the GMP Amendment as liquidated damages and not as a penalty for each day that Substantial Completion extends beyond the Contract Time. The liquidated damages provided for in this Section shall be in addition to, not in lieu of, any actual damages incurred by the Owner due to Construction Manager's willful misconduct or gross negligence in failing to achieve Substantial Completion within the Contract Time.

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

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§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner, and Construction Manager shall remain fully responsible for completing the Work in accordance with the Contract Documents, regardless of such excess costs.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Agreement, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work, provided that Construction Manager demonstrates such changes directly impact the critical path of the Project Schedule and submits a detailed time impact analysis within 14 days of the change.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 GMP for General Conditions. The Guaranteed Maximum Price for General Conditions (sometimes referred to as GMP for General Conditions), which will be completed after the Construction/Project Schedule for the Project has been agreed upon and adopted in the GMP Amendment, will define those costs that are to be included as a part of the Guaranteed Maximum Price for General Conditions. The costs associated with the Guaranteed Maximum Price for General Conditions shall be considered as a Cost of the Work, as defined in Article 7.1 but shall be reported on a separate line item for the Guaranteed Maximum Price for General Conditions with each monthly application for payment. The Guaranteed Maximum Price for General Conditions for the Project, as identified in the Guaranteed Maximum Price for General Conditions, will be a lump sum agreed upon amount. Should the lump sum amount be exceeded, with the exception of added costs resulting from approved time extensions and/or changes in the Work in accordance with an Owner-approved Change Order, the additional cost shall be at the expense of the Construction Manager. For administrative convenience purposes, the Guaranteed Maximum Price for General Conditions shall be paid monthly, the amount of which shall be determined by taking the Guaranteed Maximum Price for General Conditions divided by the

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number of months between the commencement date of Work and substantial completion of Work as set forth in the current construction schedule approved by Owner for the Project (as may be adjusted and reconciled by change orders adjusting the Contract Time).

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Any overtime costs will properly reflect actual labor costs and actual labor burden. The labor burden on overtime labor should be reduced to reflect only the burden items applicable to overtime (i.e., FICA, worker's compensation insurance).

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval, which shall be paid in accordance with the wage rate schedule attached as Exhibit 'C'. The wages or salaries of the Construction Manager's supervisory and administrative personnel will be included in the Guaranteed Maximum Price for General Conditions.

Salaries or wages of Construction Manager's personnel such as Senior Estimator, Senior Project Manager, Estimator, etc., for time spent in the home office working on the Project, but only for that portion of their time required for the Work. These salaries shall be included in the Guaranteed Maximum Price for General Conditions.

Salaries of the Construction Manager's secretarial and accounting personnel stationed at the Construction Manager's principal office or offices other than the site office, in executing the clerical portion of the Work or performing data processing tasks, but only for that portion of their time required for the Work. These salaries shall be included in the Guaranteed Maximum Price for General Conditions.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

See Exhibit C, Construction Manager's Wage Rates

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Payments under this section will not be made for any overtime hours charged by any such subcontractor without the Owner's prior written approval. If the Owner's prior written approval is not obtained, such overtime payments will be at the Construction Manager's sole expense and shall not be included in the Cost of the Work or count against the Guaranteed Maximum Price. Planned overtime that does not increase the GMP, but is required to make the Project site safe, secure, or complete contracted work will be budgeted and approved in the GMP. Unplanned overtime or overtime within Change Orders will require Owner approval. Any overtime costs will properly reflect actual labor costs and actual labor burden. The labor burden on overtime labor should be reduced to reflect only the burden items applicable to overtime (i.e. FICA, worker's compensation insurance).

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

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§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be in keeping with regional industry standards.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds that can be directly attributed to this Agreement.

.1 Premiums for all insurance required of the Construction Manager by the Agreement will be reimbursed at the fixed rate of (TBD)% of the Cost of the Work, and costs or charges for Commercial General Liability Insurance, Payment & Performance Bonds, subcontractor payment and performance bonds, and Construction Contingency shall not be included in the Cost of Work to which the aforementioned percentage is applied to. This rate includes all costs of the Project's insurance requirements by Construction Manager, including, but not limited to, premiums, deductibles, reserves, administration, and brokerage fees. If the percentage is agreed to and included in this Agreement then the rate shall not be subject to audit, but the proper application of the rate to the final Cost of the Work will be subject to verification and potential adjustment. As part of the Construction Manager's Guarantee Maximum Price proposal, the Construction Manager shall provide documentation that the fixed rate of insurance premium reimbursement reasonably and accurately reflects the overall insurance premium attributable to the cost of insuring the Work. For insurance that is part of the Construction Manager's master programs and not specific to the Project, the Construction Manager shall verify that it is using its standard corporate rates.

.2 Premiums for the Construction Manager's Payment and Performance Bonds shall initially be reimbursed at their verifiable initial charge at the beginning of the Project based on a value of the Cost of the Work less the amount of estimated value of Owner Direct Purchased Materials, less sales tax and as more specifically set forth in the GMP Amendment. Said premiums shall be payable in full upon presenting a valid pay application including a paid invoice as supporting documentation after commencing the Construction Phase of the Project, and shall be reconciled to the actual, final cost (including accounting for any changes in actual Owner Direct Purchased Materials amounts) at the time of final payment.

.3 It is the Construction Manager's policy to bond any subcontract in excess of $100,000 and an option to bond subcontracts below that value after an evaluation of the risk. Payment and Performance Bonds for subcontracts are a cost of the work and will be included in the GMP Proposal.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

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§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager or from Construction Manager's negligence or breach of contract, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior written approval, which shall not be unreasonably withheld. Such costs shall be capped at $50,000 in aggregate unless otherwise agreed in writing.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 In the event of documented material price increases exceeding 10% from the date of the GMP Amendment due to market fluctuations, supply chain disruptions, shortages, tariffs, or trade restrictions on imported materials, the Construction Manager may request an equitable adjustment to the Contract Sum through a Change Order. Any such request must be made within 14 days of the Construction Manager becoming aware of the price increase and must include supporting invoices and documentation from at least three suppliers demonstrating the price escalation. The Owner shall have sole discretion to approve or deny such requests.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or

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failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments (excluding costs included in Section 7.6.12 above), paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Sections 7.1 to 7.7;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

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ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then a Change Order shall be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.1.2 Responsibility for Subcontractors and Suppliers. The Contractor shall be responsible for the performance of all Subcontractors, Sub-subcontractors, and material and material/equipment suppliers. Unless otherwise set forth in the Agreement, including as outlined in Article 8 of A201–2017 and Article 3.2.4 of this Agreement, the Contractor shall not be entitled to claims for additional time or an increase in the Contract Sum due to the performance or non-performance of a Subcontractor, Sub-subcontractor, material supplier, or material/equipment supplier.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

§ 10.1 The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of five years after final payment, or for such longer period as may be required by Florida law. The Owner's right to audit shall survive any termination of this Contract.

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

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

§ 10.2.2 Upon request from the City's custodian of public records, provide 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.

§ 10.2.3 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 Contractor does not transfer the records to City.

§ 10.2.4 Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public

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record to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

§ 10.2.5 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.

§ 10.2.6 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@OCOEE.ORG, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives and approves the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values. For the avoidance of doubt, it is understood that any savings in one line item may be utilized to offset cost overruns in another line item, with the exception of Allowances, General Requirements, the GMP for General Conditions, and any other specific line items designated by Owner in writing, provided that all Construction Phase Work is completed within the GMP.

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§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

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

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

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

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

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

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

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

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

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

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

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

Five percent (5%)

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

General Conditions, Fee, Insurance and Bond Costs

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

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Portions of the retained amount may be released for subcontracted work that has been completed, verified, and with prior written approval by the Owner, in accordance with Contract Documents, prior to substantial completion. Total retainage shall not be less than 5% until Substantial Completion is achieved and all required documentation, warranties, and close-out documents have been received and approved by Owner.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

In accordance with Florida Statute §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.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, and the Construction Manager has demonstrated diligent efforts to complete the Work, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017, provided that such additional amounts shall not exceed the actual documented costs incurred by the Construction Manager due to the delay.

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

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts shall be no less than that held by Owner on the prime contract. The Construction Manager shall execute subcontracts in accordance with those agreements and provide copies of all subcontracts to Owner upon request.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager for payment purposes, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will

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either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

Final Payment - Within 20 business days after the single list of items is created in accordance with Florida Statute §218.735 as indicated in 11.1.8.3, 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.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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

Prime Rate as published by the Wall Street Journal plus 2% % Annual, not to exceed maximum rate allowed by Florida law.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017.

§ 12.1.2
(Paragraphs deleted)
Intentionally omitted.

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§ 12.2 Binding Dispute Resolution

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

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction, either in Orange County Circuit Courts or the Orlando Middle District Federal Court with Florida law applying

[ ] Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Construction Manager and Owner agree will be retained by the Owner and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental

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agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Agreement may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Agreement for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Construction Manager and Owner agree will be retained by the Owner and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager actual documented costs incurred up to the date of termination, plus reasonable demobilization costs, as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

.1 Sum the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
.3 Subtract the aggregate of previous payments made by the Owner.

*Not applicable to Preconstruction Phase Services.

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document

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A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

§ 14.2 Successors and Assigns

§ 14.2.1 The Construction Manager binds itself, its partners, successors, assigns and legal representatives to all covenants, agreements, and obligations contained in the Contract Documents. The Construction Manager shall not assign the Agreement as a whole without written consent of the Owner. Any attempted assignment without such consent shall be void. The Owner may freely assign this Agreement to any governmental entity or authority.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to any governmental entity, authority, or lender providing construction financing for the Project. The Construction Manager shall execute all consents required to facilitate any such assignment within five (5) business days of request.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Ch. 440, Florida Statutes.

§ 14.3.1.1 Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.

§ 14.3.1.2 Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

§ 14.3.1.3 Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:

§ 14.3.1.4 Automobile Bodily Injury Liability & Property Damage Liability

- $1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered automobiles will be covered via symbol 1
- Liability coverage will include hired & non-owned automobile liability
- Include Waiver of Subrogation in favor of The City of Ocoee

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§ 14.3.1.5 Comprehensive General Liability (Occurrence Form)

- $2,000,000 GENERAL AGGREGATE
- $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
- $1,000,000 PER OCCURRENCE
- $1,000,000 PERSONAL & ADVERTISING INJURY
- Include Waiver of Subrogation in favor of the City of Ocoee

§ 14.3.1.6

(Paragraphs deleted)

Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.

(Table deleted)

§ 14.3.1.7 Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

§ 14.3.1.8 Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**

- $1,000,000 PER OCCURRENCE
- $2,000,000 AGGREGATE

§ 14.3.1.9 Commercial Umbrella

- $5,000,000

§ 14.3.1.10 Builders Risk

- To be determined at GMP

§ 14.3.1.11 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars ($5,000,000) per claim and Five Million Dollars ($5,000,000) annual aggregate. Coverage shall be maintained for a period of not less than five (5) years following completion of the Project. The deductible shall not exceed $100,000 without prior written approval from the City.

§ 14.3.1.12 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Excess / Umbrella Liability	Use of an Excess/Umbrella policy shall be acceptable if the level of protection provided by the policy is equal to or more comprehensive than the primary general liability policy.
Builder's Risk	Quote and limits to be provided at Construction Phase GMP Coverage shall equal 100% of the completed value of the structure, including all materials and equipment to be incorporated into the Work, whether stored on-site or off-site. Coverage shall be on a replacement cost basis with no coinsurance penalty provisions.

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§ 14.3.1.13 Additional Insured Obligations. The Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner, its officers, employees, and agents as additional insureds for claims arising out of or relating to the Construction Manager's work, operations, or presence at the project site, including but not limited to claims caused in whole or in part by the Construction Manager's acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.14 The Construction Manager shall provide certificates of insurance and complete copies of all insurance policies, including all endorsements, to the Owner that evidence compliance with the requirements in this Section 14.3.1. Certificates and policies shall be provided at least 30 days prior to commencement of work and upon each renewal thereafter.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth above, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents. A133–2019 Exhibit B and any other insurance requirements will be added to the Contract with the Guaranteed Maximum Price Amendment.

§ 14.3.2.1 The Construction Manager shall provide bonds on the forms provided by Owner in Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below, provided that any notice of claim, dispute, termination, or material breach must also be delivered in hard copy to the Owner's designated representative via certified mail or overnight courier:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement, together with the documents incorporated by reference herein, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict between the terms of this Agreement and any incorporated documents, this Agreement shall control. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (as modified by the parties)

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed and as modified by the parties

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds (as modified by the parties)

Exhibit B-1 Performance Bond
Exhibit B-2 Statutory Payment Bond

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction (as modified by the parties)

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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User Notes: (1733900365)

(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

Exhibit #1 Certificate of Insurance and Builder's Risk Insurance
Exhibit #2 City's Change Order Form
Exhibit C, Construction Manager's Wage Rates, as referenced in Section 7.2.2 above
Exhibit D, Truth-in-Negotiation Certificate
Exhibit E, Construction Manager's Personnel During Pre-Construction/Design Phases
Exhibit F, Construction Manager's Personnel During Construction Phase
Exhibit G, Certificate of Substantial Completion
Exhibit H, Application and Certification for Payment Form
Exhibit I, Final Payment Request Checklist
Exhibit J, Construction Manager's Affidavit of Contract Completion
Exhibit K, Contract Drawings & Specifications, authored by JL2 Architecture
Exhibit L, Clarifications, Assumptions, Exclusions and Allowances
Exhibit M, Schedule of Values

The Terms and Conditions of RFP #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility, including all addenda, are incorporated into this agreement by reference.
The Construction Manager's Response to RFP #25-009 is incorporated into this agreement by reference.
The Construction Manager's Pre-Construction Services Proposal including Construction Manager's Compensation, prior to execution of the GMP Amendment.

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User Notes: (1733900365)

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

OWNER: CITY OF OCOEE, FLORIDA

OWNER *(Signature)*

Honorable Mayor, Rusty Johnson

Date:

(Row deleted)

ATTEST:

BY: _____

Melanie Sibbitt, City Clerk

Date:

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this _____ day of _____ 2026.

FISHBACK DOMINICK

BY: _____

Richard S. Geller, Esq., City Attorney

CONSTRUCTION MANAGER: H.J. HIGH CONSTRUCTION COMPANY

CONSTRUCTION MANAGER *(Signature)*

Robert High,President

Date:

ATTEST:

BY: _____

_____

(Printed name and title)

Date:

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on _____, 2026, UNDER AGENDA
ITEM _____.

DRAFT

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User Notes: (1733900365)

STAFF REPORT

Meeting Date: February 3, 2026
Item #: 10

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Name Change and Assignment to Eurofins Drinking Water and Wastewater Southeast LLC from Eurofins Environment Testing Southeast LLC for Laboratory Services. (Utilities Director Bolling)

Background Summary:
Eurofins Environment Testing Southeast, LLC provides laboratory services for the City's wastewater permit compliance requirements. On January 1, 2026, Eurofins Environment Testing Southeast, LLC, through a corporate restructuring, changed its name to Eurofins Drinking Water and Wastewater Southeast, LLC.

Eurofins Drinking Water and Wastewater Southeast, LLC wishes to assume the Eurofins Environmental Testing Southeast, LLC agreement with the City of Ocoee, with no changes being made to the obligations, duties, liabilities, and commitments established in the original agreement.

Issue:
Should the Honorable Mayor and City Commission approve the assignment with Eurofins Drinking Water and Wastewater Southeast LLC, formerly Eurofins Environment Testing Southeast, LLC?

Recommendations:
Staff recommends approval of the assignment with Eurofins Drinking Water and Wastewater Southeast, LLC formerly Eurofins Environment Testing Southeast, LLC.

Attachments:
1. Eurofins Name Change Notification

Financial Impacts:
There is no financial impact to the budget with approval of the Assignment.

Type of Item: Consent

Dear Valued Customer,

Effective January 1st of 2026, Eurofins Environment Testing Southeast, LLC will undergo a corporate restructuring to improve service to our clients within the U.S. As a part of this restructuring, the Orlando laboratory will separate from Eurofins Environment Testing Southeast, LLC and become **Eurofins Drinking Water and Wastewater Southeast, LLC**.

Additionally, multiple Eurofins Environment Testing satellite locations will also be included in the transition, effective January 1, 2026. Set forth below is a chart summarizing the new structure of all Eurofins locations incorporated in the transition.

Eurofins Lab Location	Current Legal Entity	New Updated Legal Entity
Orlando, FL	Eurofins Environment Testing Southeast, LLC	**Eurofins Drinking Water and Wastewater Southeast, LLC**
Mobile, AL		
Tallahassee, FL		
Jacksonville, FL		
Ft. Lauderdale, FL		
Madison, FL		
Columbia, SC		
Raleigh, NC		
Marathon, FL		
Port St. Lucie, FL		
Tampa, FL		
Savannah, GA		
Delray Beach, FL		

All laboratories will continue to do business as an important part of the Eurofins Environment Testing group of companies.

All management and key personnel, facilities, equipment, service capabilities, Quality Assurance Plans, and Standard Operating Procedures previously provided or maintained by the laboratory will remain intact.

As part of this transition, all contracts and payment information related to these locations must be updated and assigned to the new legal entity noted above.

Please see the W-9 reflecting the new legal name, and the new federal tax identification number in addition to updated banking information.

Please make sure any invoices received prior to January 1st are paid to the old legal entity bank and any invoices generated by these laboratories on or

after January 1st are paid to the new legal entity bank as noted above. We appreciate your cooperation on this change.

Feel free to contact your Project Manager if there are any questions or concerns you may need us to address to make this process as seamless as possible.

Regards,

Matthew Foti, Ph.D.

President

Eurofins Drinking Water and Wastewater Southeast, LLC

Testing Services | All Locations | Contact Us

STAFF REPORT

Meeting Date: February 3, 2026
Item #: 11

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Second Reading of Annexation Ordinance 2277 Fullers Cross Rd - Barragan Property; Project No. AX-07-25-07. (Planner I Belizaire)

Background Summary: The First Reading of the Ordinance was held on January 6, 2026.

Owner/ Applicant: The property owner/applicant is Paul Pabla and is represented by Jim Hall.

Site Location: The property is in Commission District 1, located in the northwest corner of the Fullers Cross Road and North Lakewood Avenue intersection.

Property Size and Parcel Identification Number: The property contains approximately 5.09 acres and is assigned parcel ID # 06-22-28-0000-00-032.

Existing Site Conditions: The table below summarizes the existing site conditions of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Overlay/ Unique Features
Low Density Residential (5 units per acre)	County A-1	Wooded vacant land	Interchange Village Character Area of SR 429 Overlay District

The property is surrounded by the following: jurisdictions, Future Land Use Map (FLUM) designations, zoning districts, and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Uses
North	Orange County	Low Density Residential	County A-1	Single family residential
South	Orange County	Low Density Residential	County A-1	Single family residential

East	City of Ocoee	High Density Residential	City PUD-HD	Stormwater facility and townhomes
West	Orange County	Low Density Residential	County A-1	Single family residential

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on the subject property.

Proposed FLUM Designation	**Proposed Zoning District**	**Proposed Use**	**Proposed Development Standards**
N/A (Site remains LDR)	N/A (Site retains County A-1 until applicant seeks rezoning to City district)	None at this time	Standards will be determined at time of rezoning

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, and non-circuitous territory, provided that it does not create an enclave. The subject property is bordered on the east by the City's jurisdictional limits and, as such, is contiguous to the City and does not create an enclave. Instead, it furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation is consistent with the Future Land Use Map within and terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: Annexation of the subject property is consistent with the City's goal to eliminate or reduce existing enclaves.

Access: The property is bordered by Fullers Cross Road on the south and North Lakewood Avenue on the east, and access will continue to be available via these roadways.

Utilities: City water and sewer treatment capacities are available at the respective treatment plans. Capacity is reserved during the building permit application following payment of water and sewer capital fees.

Currently, the nearest connection point for water service is the City's 12-inch water main adjacent to the south and east property line. The nearest connection point for sewer service is the City's cleanout located at the northeast corner of the property. If the single cleanout is insufficient, a gravity sewer will need to be extended from the City's manhole located in the same area. The developer shall bear the cost of all sewer extensions and any required up-sizing of lift stations and/or force mains due to any additional demand generated by the project. Furthermore, when the site plan is submitted, a completed Ocoee Utilities Design Checklist, which has been provided to the applicant/property owner, will be required.

Transportation: No issues are anticipated as the property is currently vacant, and this annexation does not include a proposed development program at this time.

Stormwater: N/A

Schools: N/A

Public Safety: Emergency services, including police and fire, are available to serve the property. The fire flow requirements will be determined at a later time once a fire safety inspection is completed.

An Annexation Feasibility & Public Facilities Analysis Report (attached) was completed for this property.

Issue:
Should the Honorable Mayor and City Commission approve an Annexation for the Barragan Property located at 2277 Fullers Cross Road, assigned parcel ID # 06-22-28-0000-00-032?

Recommendations:
Development Review Committee (DRC) Recommendation:
The DRC considered this annexation request at its December 2, 2025, meeting, and identifying no issues, made a unanimous recommendation of approval.

Planning and Zoning Commission (PZC):
The PZC considered this annexation request at its December 9, 2025, public hearing, and identifying no issues, made a unanimous recommendation of approval with no conditions of approval.

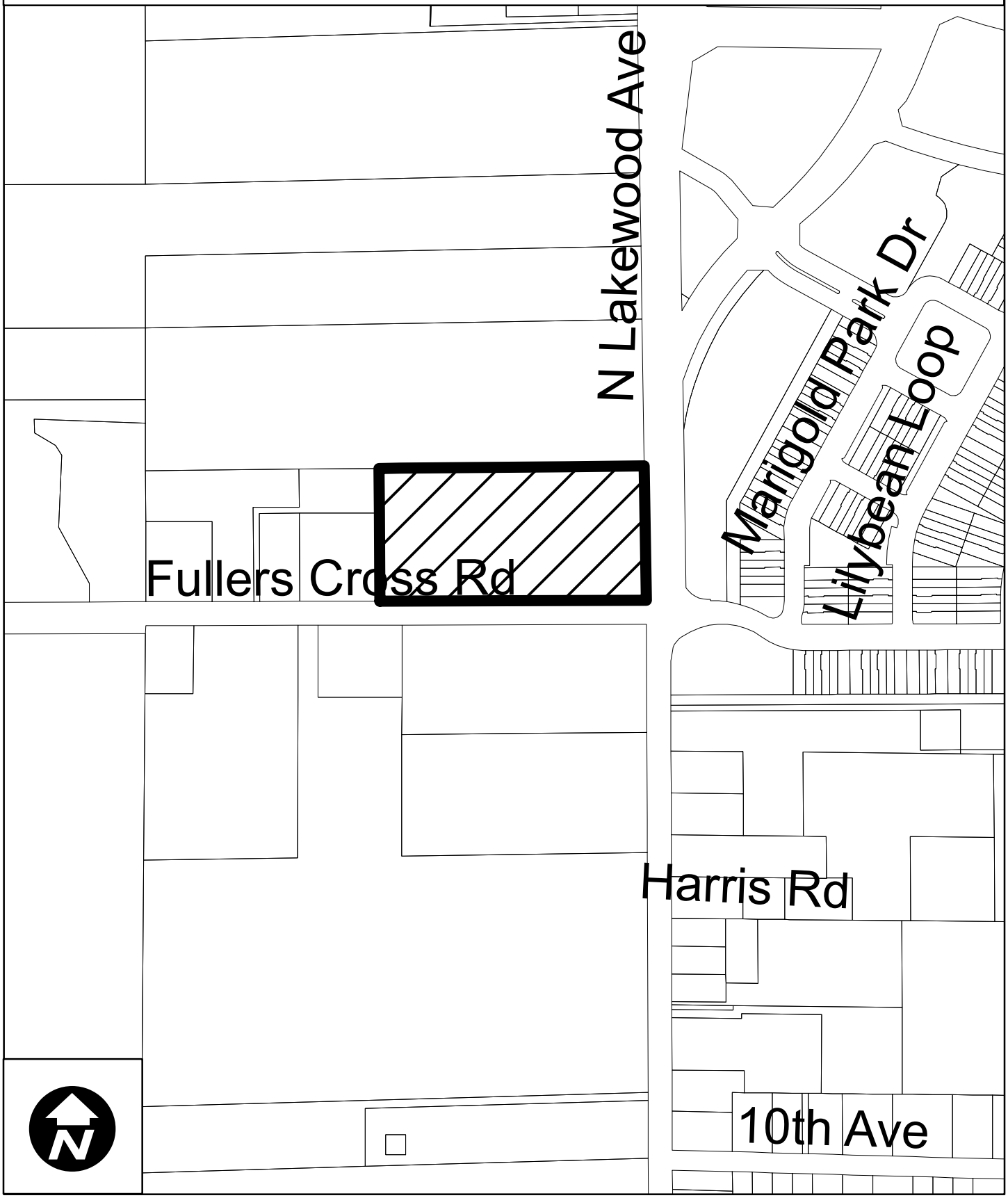
Staff Recommendation:
Staff recommends that the Honorable Mayor and City Commission approve the proposed annexation for the Barragan Property located at 2277 Fullers Cross Road, assigned parcel ID # 06-22-28-0000-00-032.

Attachments:
1. 2277 Fullers Cross Road Location Map
2. 2277 Fullers Cross Road Aerial Map
3. 2277 Fullers Cross Road FLU Map
4. 2277 Fullers Cross Road Zoning Map
5. Annexation Feasibility Report_2277 Fullers Cross Rd - Barragan Property Annexation
6. Annexation Ordinance - 2277 Fullers Cross Rd -Barragan Property
7. Advertisement

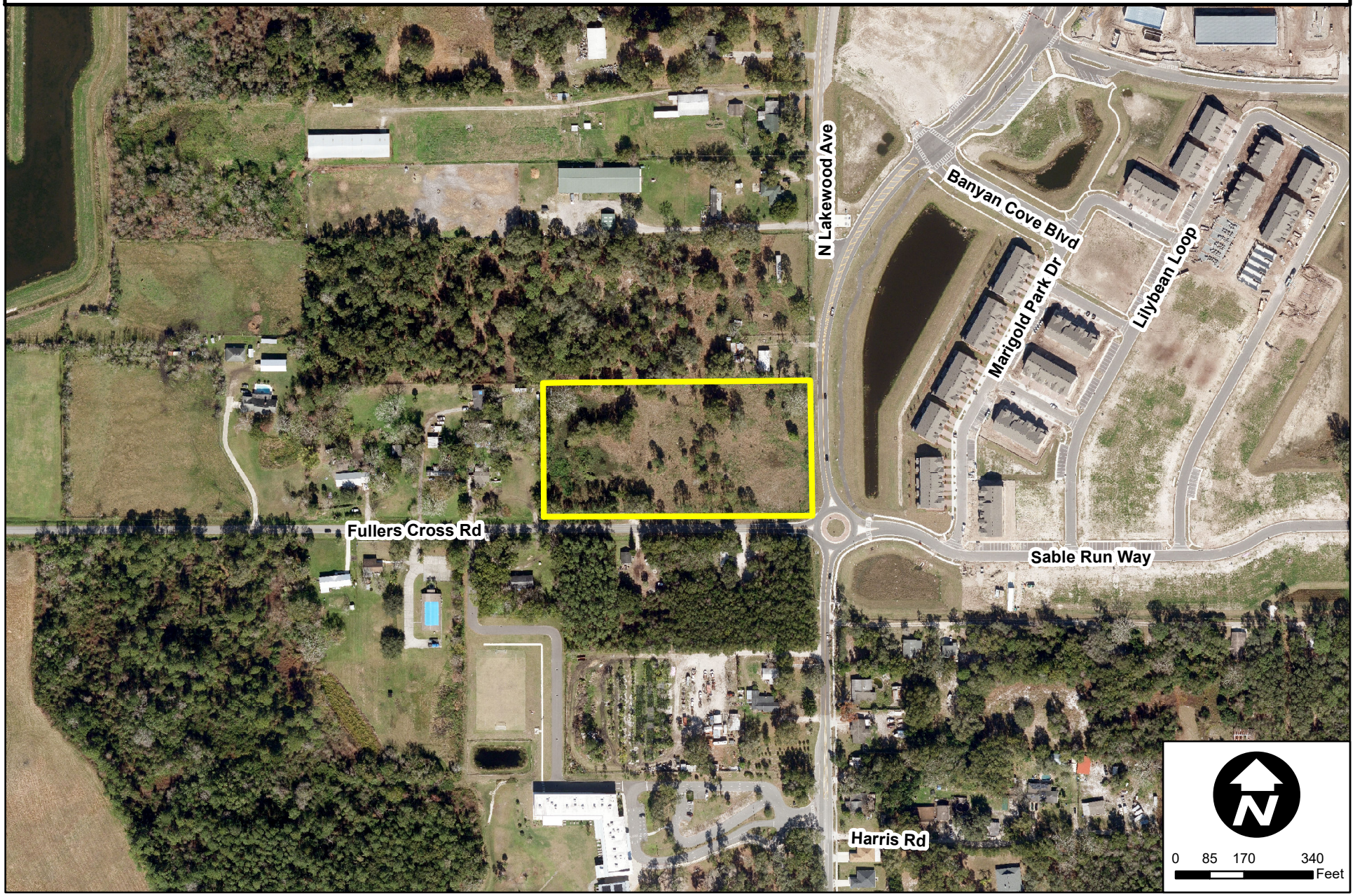
Financial Impacts:
N/A

Type of Item: Second Reading Public Hearing

2277 Fullers Cross Road
Location Map



2277 Fullers Cross Road
Aerial Photography

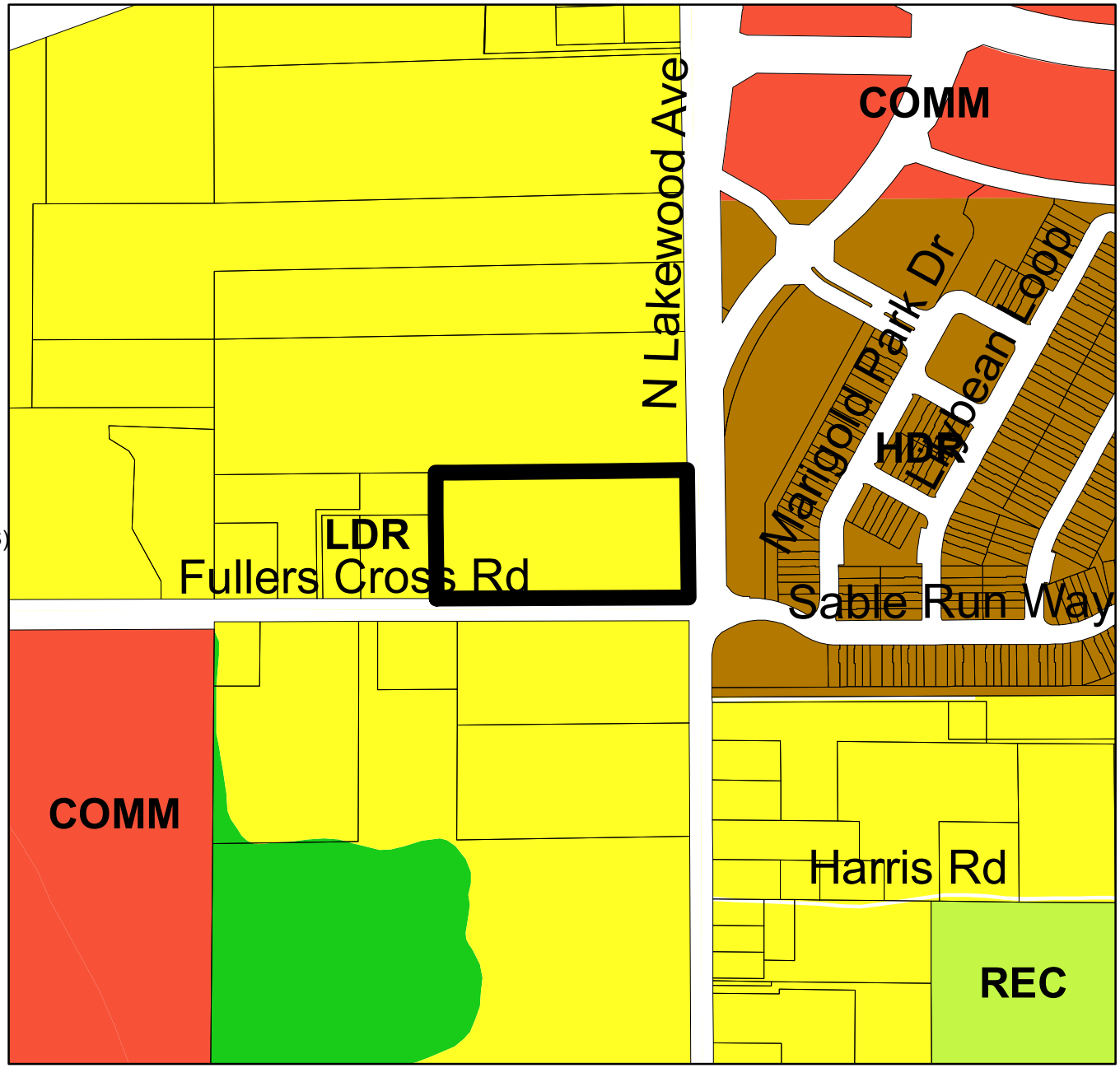


2277 Fullers Cross Road
Surrounding Future Land Use Map

Development Services
Department

0 100 200 400
Feet

Created: December 2025



Subject Property

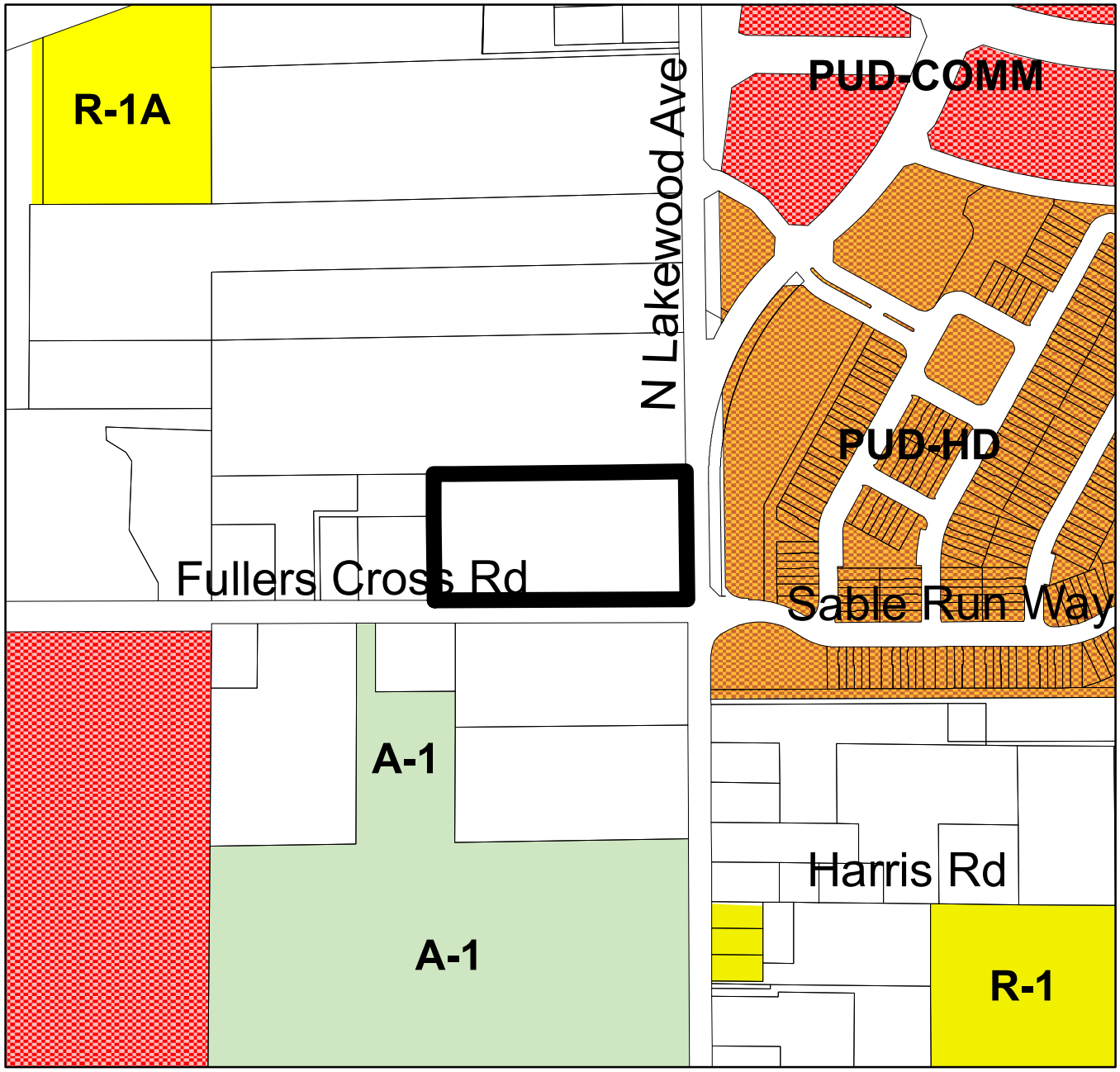
Future Land Use Classification:
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space (REC)
- Public Facilities/Institutional (INST)

2277 Fullers Cross Road
Surrounding Zoning Map

Development Services Department

0 100 200 400 Feet

Created: December 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

CITY OF OCOEE
ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-07-25-07 (SAGE # 2025-0032)
APPLICANT NAME: Jim Hall, applicant, representing Paul Pabla, property owner
PROJECT NAME: 2277 FULLERS CROSS ROAD - BARRAGAN PROPERTY ANNEXATION

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT	Anoch Whitfield, Zoning Manager
A. Applicant/Owner	
1. Owner (if different from Applicant)**:**	Paul Pabla

B. Property Location	
1. General Location:	The property is located in the northwest corner of the Fullers Cross Road and North Lakewood Avenue intersection.
2. Parcel Identification Number:	06-22-28-0000-00-032
3. Street Addresses:	To be determined
4. Size of Parcels:	5.09 acres

C. Use Characteristics	
1. Existing Use:	Wooded vacant parcel
2. Proposed use:	No proposed use submitted to the City at this time
3. Density / Intensity:	N/A
4. Projected Population:	N/A

D. Zoning and Land Use	
1. Orange County Future Land Use:	Low Density Residential per JPA FLUM
2. Orange County Zoning:	A-1
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	None at this time. Site will retain County A-1 until rezoning from County district to City district occurs
E. Consistency	
1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT	
1. Estimated Response Time:	Average 5 minutes
2. Distance to Property:	
3. Fire Flow Requirements:	1,000 gallons per minute

III. POLICE DEPARTMENT	
1. Police Patrol Zone / Grid / Area:	1
2. Estimated Response Time:	4 mins
3. Distance to Property:	4 miles
3. Average Travel Time	11 mins

IV. ECONOMIC VALUE	Anoch Whitfield, Deputy Director
1. Property Appraiser Market Value:	$ 267,225
2. Property Appraiser Taxable Value	$ 239,830
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. BUILDING DEPARTMENT	
1. Within the 100-year Flood Plain:	No

VI. UTILITIES	TJ Tomlinson, Engineering Manager
A. Potable Water	
1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	No
4. Location and Size of Nearest Water Main:	To Be Determined

B. Sanitary Sewer	
1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	Yes
4. Location and Size of Nearest Force Main:	To Be Determined
5. Annexation Agreement Needed:	

C. Other	
1. Utility Easement Needed:	Yes
2. Private Lift Station Needed:	Yes or as determined by Utilities Department
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Anoch Whitfield, Deputy Director
1. Paved Access:	Yes
2. ROW Dedication:	To be determined
3. Traffic Study:	Not required at this time for annexation
4. Traffic Analysis Zone:	

VIII. PRELIMINARY CONCURRENCY EVALUATION	
A. Transportation:	Full traffic impact analysis will be required prior to any land use amendment, rezoning, or development.
B. Parks / Recreation:	Not applicable at this time
C. Water / Sewer:	Water and sewer capacity available at facilities.
D. Stormwater:	To be provided on site at time of development
E. Solid Waste:	At this time, adequate solid waste capacity exists.
F. Impact Fees:	TBD at time of building permit

IX. SITE SPECIFIC ISSUES All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS Anoch Whitfield, Zoning Manager

The property will be bordered by the City Limits on the east side upon the annexation; therefore, the annexation of this property will further reduce the existing enclaves within the City limits. No part of the area to be annexed is included within the boundary of another municipality, and the property being annexed will be developed for urban purposes. Therefore, this annexation is consistent with Section 171.043(1) & (2), Florida Statutes.

ORDINANCE NO. 2026-
(Annexation Ordinance for 2277 Fullers Cross Road –
Barragan Property)

TAX PARCEL ID: 06-22-28-0000-00-032

CASE NO. AX-07-25-07: 2277 Fullers Cross Road – Barragan Property Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 5.09 ACRES LOCATED AT 2277 FULLERS CROSS ROAD IN THE NORTHWEST CORNER OF THE FULLERS CROSS ROAD AND NORTH LAKEWOOD AVENUE INTERSECTION, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE ENVISION 2045 OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the "Ocoee City Commission") to annex approximately 5.09 acres of property (the "Subject Property"), as more particularly described in **Exhibit "A"** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Subject Property is located within the Interchange Village Character Area of the SR 429 Overlay District and, as such, shall be subject to the design and development standards and guidelines within the Interchange Village Character Area Design Plan, in addition to the objectives and policies of the Envision 2045 Comprehensive Plan; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 1-10, Article I, and Section 5-9, Article V, Land Development Code of the City of Ocoee (the "Code"); and

WHEREAS, on December 9, 2025, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Envision 2045 Ocoee Comprehensive Plan, to comply with all applicable requirements of the

Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT "B"** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Envision 2045 Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Envision 2045 Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. 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 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2026.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Victoria Parks, Acting City Clerk

_____
Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2026
READ SECOND TIME AND ADOPTED
_____, 2026, UNDER AGENDA
ITEM NO. ____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF_____, 2026

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

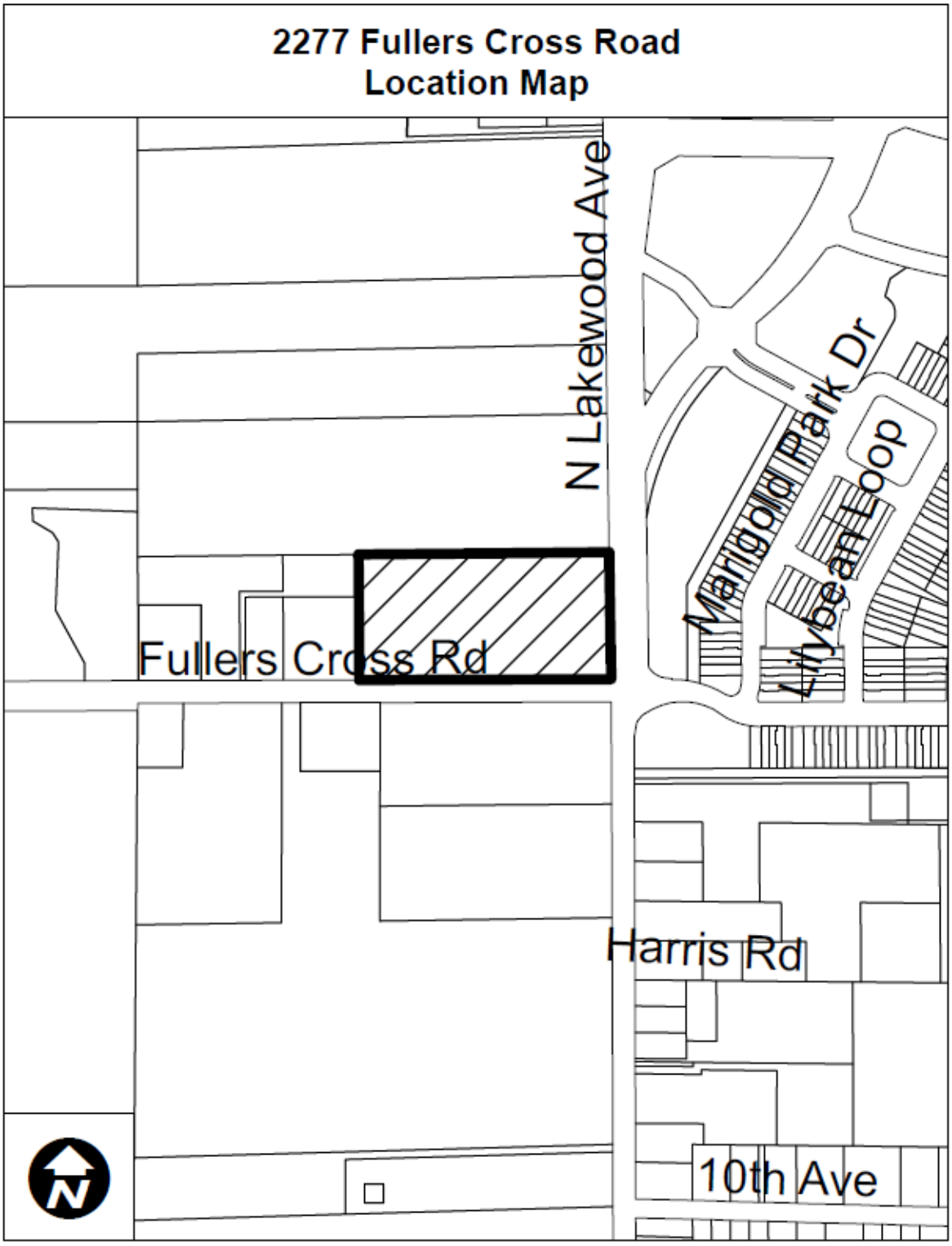
LEGAL DESCRIPTION

PARCEL ID NO.: 06-22-28-0000-00-032

E1/2 OF S1/4 OF SE1/4 OF SE1/4 & E 55 FT OF W1/2 OF S1/4 OF SE1/4 OF SE1/4 OF SEC 06-22-28

EXHIBIT "B"

LOCATION MAP

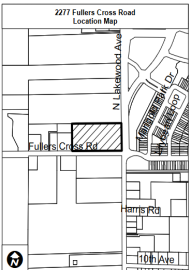


CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE 2277 FULLERS CROSS RD. - BARRAGAN PROPERTY ANNEXATION
CASE NUMBER: AX-07-25-07

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10A(1), and Article V, Section 5-9 of the City of Ocoee Land Development Code, that on **TUESDAY, FEBRUARY 3, 2026, 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, located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Annexation for 2277 Fullers Cross Road - Barragan Property. The property is assigned Parcel ID #06-22-28-0000-00-032 and consists of approximately 5.09 acres. The property is located in the northwest corner of the Fullers Cross Road and North Lakewood Avenue intersection. The applicant is seeking annexation into the City in order to connect to City water services.

If the applicant's request is approved, the annexation would incorporate the property into the City of Ocoee.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 5.09 ACRES LOCATED AT 2277 FULLERS CROSS ROAD IN THE NORTHWEST CORNER OF THE FULLERS CROSS ROAD AND NORTH LAKEWOOD AVENUE INTERSECTION, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE ENVISION 2045 OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.



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.

January 22, 2026 26-00273W

STAFF REPORT

Meeting Date: February 3, 2026
Item #: 12

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Code Enforcement Foreclosure and Policy Recommendations. (Police Chief Ogburn)

Background Summary:
Ocoee Police Chief Vincent Ogburn will give a presentation on the City's Code Enforcement Foreclosure and Policy Recommendations covering the following items and request City Commission approval/direction:
• Present a strengthened foreclosure framework
• Recommend fine thresholds and timelines
• Establish Foreclosure/Cost Recovery Fund
• Alignment with regional agencies
• Improved fairness and cost recovery

Issue:

Recommendations:

Attachments:
None

Financial Impacts:
There are no additional financial impacts to the City of Ocoee.

Type of Item: Regular