



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

January 17, 2023

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

- **STATE OF THE CITY - 5:45 PM**

- **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

The public is allowed to comment on any items that are on the Agenda but not part of a Public Hearing. Public Hearing comments are to be heard during that portion of the meeting. Any comments you would like to make that are not part of the Agenda will be heard under the Citizens/Public Comments at the end of the meeting.

- **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, 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 the Minutes for the Regular City Commission Meeting held December 6, 2022. **(City Clerk Sibbitt)**
2. Approval of Reappointments and One (1) New Appointment to the Citizen Advisory Council for Ocoee Police Department (CACOPD). **(City Clerk Sibbitt)**
3. Approval of Elections Services Contract with the Orange County Supervisor of Elections and Allow them to Open and Run Unquestionable Vote-By-Mail Ballots for the March 2023 General Municipal Election Utilizing the Orange County Canvassing Board Criteria. **(City Clerk Sibbitt)**
4. Approval of Resolution and Bylaws to the Human Relations Diversity Board (HRDB). **(City Attorney Cookson)**
5. Approval of Resolution Relating to City Commission Non-Local Travel Reimbursement Policy. **(City Attorney Cookson)**
6. Approval to Place Bennet Fire Products Co. on the "Single Source" Vendor List for Firefighting Protective Equipment. **(Deputy Fire Chief Van Camp)**

7. Approval for Fire Department to Accept Dickey Foundation Grant. **(Deputy Fire Chief Van Camp)**
8. Approval of Code Enforcement Agreement with Town of Windermere with 5% Adjustment to Cover the City of Ocoee's Costs. **(Acting Support Services Director Gaines)**
9. Approval of an Amendment to the CenturyLink/Lumen Master Service Agreement. **(Acting Support Services Director Gaines)**
10. Approval for Police Department Vehicle Purchase. **(Police Chief Plasencia)**
11. Approval of Traffic Calming Utilizing Existing City of Kissimmee Contract with APEC LLC. **(Public Works Director Krug)**
12. Approval of 2022-2023 Budget Equipment Purchases. **(Public Works Director Krug)**
13. Approval of Stormwater Improvement Projects for 2022-2023 with American In-Line Inspection, Inc. **(Public Works Director Krug)**
14. Approval for Demolition of Structure at 33 Lakeview St. **(Public Works Director Krug)**
15. Approval for Demolition of Old City Hall Building at 150 N. Lakeshore Dr. **(Public Works Director Krug)**
16. Approval to Reject all Bids received for ITB #23-001 Upgrade to Existing Transfer Pump Station and Upgrade to Existing Reuse Pump Station- ARPA Federal Grant Funded Project. **(Procurement Manager Tolbert)**

• **FIRST READING OF ORDINANCE**

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

17. Second Reading of Ordinance for Howard Property, 8708 A. D. Mims Road - Annexation & Rezoning; Project No(s). AX-09-22-27 & RZ-22-09-44. **(Zoning Manager Whitfield)**
18. Second Reading of Ordinance for a Substantial Amendment to the Ocoee Town Shops PUD for a WaWa Gas Station Use; Project No. RZ-22-07-42. **(Development Services Director Rumer)**
19. Second Reading of Ordinance for the Comprehensive Plan Amendment - Adoption of the Five-Year Schedule of Capital Improvements and Update of the Capital Improvements Element, Project No. CPA-2022-004. **(Zoning Manager Whitfield)**

• **PUBLIC HEARING**

20. Ocoee Oaks UMC Communications Tower Special Exception, Project No. 06-22-SE-029. **(Zoning Manager Whitfield)**

• **REGULAR AGENDA**

21. Appointment of Members to the Human Relations Diversity Board (HRDB). **(City Clerk Sibbitt)**
22. Discussion and Direction of Various Items requested by District 1 Commissioner Larry Brinson. **(City Manager Frank)**

- **COMMENTS FROM CITIZENS / PUBLIC**
- **COMMENTS FROM COMMISSIONERS**
- **ADJOURNMENT**

CITY COMMISSION ANNOUNCEMENTS MEETING

(Starting the later of 6:45 pm or 5 minutes following the adjournment of the City Commission Meeting)

During the City Commission Meeting, members of the City Commission are given limited time to make announcements. The purpose of this additional meeting is to give the Mayor and City Commissioners 10 minutes to make additional announcements that were not made as part of the City Commission Meeting. No formal actions on matters will be taken during this meeting. No discussions regarding matters that may come before the City Commission at a future City Commission Meeting should be addressed during this meeting. As the purpose of the meeting is for the sharing of general announcements by members of the City Commission that are City-wide or District-wide, no public discussion/input is requested during this meeting. One or more members of the City Commission may (but are not required to) attend this meeting. In the event the members of the City Commission have no further announcements and/or choose not to attend this meeting, there will be no meeting.

MINUTES
REGULAR CITY COMMISSION MEETING
DECEMBER 6, 2022

CALL TO ORDER - 6:15 PM

Mayor Johnson called the regular session to order at 6:15 PM in the Commission Chambers of City Hall. The invocation was led by **Mayor Johnson**, followed by the Pledge of Allegiance to the Flag led by **Commissioner Wilsen**. **City Clerk Sibbitt** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Brinson, Commissioner Wilsen, Commissioner Firstner, Commissioner Oliver

Also Present: City Manager Frank, City Attorney Cookson, City Clerk Sibbitt

PRESENTATIONS AND PROCLAMATIONS - None

STAFF REPORTS AND AGENDA REVIEW - None

COMMENTS FROM CITIZENS/PUBLIC – 6:17 PM

The following persons addressed the City Commission:

- **Jim Moyer, Ocoee Resident**, Congratulated the Ocoee High School Football team on their accomplishments, thanked Mayor Johnson and Commissioner Oliver for their support, and reminded residents to honor Pearl Harbor.
- **Steve Marbais, Ocoee Resident**, shared an occurrence he had with the Police Department.

CONSENT AGENDA - 6:25 PM

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Item #2-11 with Item #1 being pulled for discussion.

Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 5-0.

- 1. Approval of the Minutes for the Regular City Commission Meeting held November 15, 2022. (City Clerk Sibbitt)**

Commissioner Oliver shared that he mistakenly provided incorrect information at the November 15, 2022, City Commission meeting, and explained at the time he believed Highpoint Church had been paid for the service they provided at the 2022 Unity Festival. He was later informed that was not the case. **City Attorney Cookson** addressed his concerns.

Motion: Move to adopt Consent Agenda Item #1.

Moved by Commissioner Oliver, seconded by Commissioner Wilsen; Motion carried 5-0.

2. Approval of the Second Amendment to Agreement for Purchase and Sale between Wire Development LLC and the City of Ocoee for the Purchase of City-Owned Property at Crown Point. (City Attorney Cookson)

On September 21, 2021, the City Commission directed City Staff to proceed with contract negotiations following Wire Development's unsolicited offer to purchase the city-owned property. On February 17, 2022, the City and Wire Development entered into an Agreement for Purchase and Sale. The Agreement was amended on August 16, 2022, to provide for an extension to the Inspection Period until December 15, 2022. The Buyer has requested an additional ninety-day extension to the Inspection Period so that certain outstanding issues may be addressed including finalization of an Impact Fee Credit Agreement, obtaining emergency access to the property over property owned by Orange County, Florida, and to allow the Buyer time to enter into an agreement with the School Board of Orange County, Florida related to certain roadway improvements on the property.

Approved on Consent. Motion carried 5-0.

3. Approval of a Performance Surety Escrow Agreement and Letter Related to Infrastructure Completion Requirements with Ocoee Village Developers Consortium. (Development Services Director Rumer)

Ocoee Development LLC commenced construction of a mixed use project referred to as Ocoee Village Center and, in connection therewith and with the approval of the City, has installed certain roads, streets, sewers, water systems, drainage works, and/or other improvements under the provisions, conditions, and requirements of the City's Subdivision Regulations. A consortium composed of Kimaya Ocoee Village LLC, Ocoee Village Residential LLC, and DKC Ocoee Village Center SE LLC obtained development rights to acquire certain parcels to complete the development of Ocoee Village Center. Since platting has been requested prior to the issuance of a Certificate of Completion and was approved at the October 18, 2022, City Commission meeting, a surety is required to ensure the completion of certain infrastructure improvements.

Approved on Consent. Motion carried 5-0.

4. Approval to Extend RFQ #1707 Continuing Contract for Transportation Planning Consulting Services for One (1) Year. (Development Services Director Rumer)

The contracts for RFQ #1707 Continuing Contracts for Transportation Planning Services expire this month (12/19/2022); however, there is an optional one-year renewal which would extend the contracts until 12/19/2023. The City Commission can approve a one-year optional renewal. The continuing contracts are with Kimley-Horn and Associates, Inc., and S&ME, Inc.

Approved on Consent. Motion carried 5-0.

5. Approval of Motorcycle Lease Agreement with Teddy Morse's Daytona Harley-Davidson. (Police Chief Plasencia)

The Ocoee Police Department is requesting approval for a sole source procurement for the leasing of two (2) Harley-Davidson Police Motorcycles which have already been budgeted for in this current fiscal year budget. Recent increased enforcement efforts by the Ocoee traffic unit and patrol squads gives evidence that increased enforcement slows down traffic fatalities and injuries, and the traffic fatalities in the City of Ocoee have remained high for a three-year period with the highest rate recorded in 2021 when eight (8) fatalities occurred. In 2019 there were five (5) fatalities, and in 2020, which was a year of reduced traffic volume due to Covid-19, six (6) traffic fatalities still occurred.

Approved on Consent. Motion carried 5-0.

6. Approval to Purchase Motorola Radios. (Police Chief Plasencia)

The Police Department received budget approval to purchase four (4) new portable radios (\$33,600) for new positions in budget year 2022-2023 utilizing Police Impact Funds. The Police Department would like to move forward with both radio purchases, not to exceed the budgeted amount.

Approved on Consent. Motion carried 5-0.

7. Approval to Accept the Victims of Crime Act (VOCA) Grant Agreement. (Police Chief Plasencia)

For the Fiscal Year 2022/2023, the Florida Attorney General's Office, as the pass-through agency for the Victims of Crime Act ("VOCA"), awarded the Police Department a grant to fund a victim witness advocate position. Using previous funding from the VOCA Grant, the Police Department has established a Victim Witness Advocate position. This grant-funded position was anticipated and included in the FY 2022/2023 budget with additional costs being paid for with existing Police Department funding. The acceptance of the VOCA Grant requires the execution of an Agreement between the State of Florida Department of Legal Affairs Office of the Attorney General and Ocoee Police Department.

Approved on Consent. Motion carried 5-0.

8. Approval of Disaster Debris Removal Services with CrowderGulf LLC Cost Proposal RFP #18-002. (Public Works Director Krug)

The City Commission awarded RFP #18-002, Emergency-Disaster Debris Removal Services, to CrowderGulf in 2018. Following hurricane Ian passing over Ocoee, the City activated CrowderGulf's contract on October 3, 2022. The cost estimate of \$626,221.17 to provide the removal services is based on the approved contract.

Approved on Consent. Motion carried 5-0.

9. Approval of Contracted Sidewalk Repairs Utilizing Existing City of Kissimmee Contract with APEC LLC. (Public Works Director Krug)

The City Commission approved funding in the current budget to perform contracted sidewalk repairs. In order to expedite the project, Public Works is requesting Commission authorization to piggy-back on the existing competitively bid City of Kissimmee contract IFB2022-002, Alternative Paving Methods, awarded to APEC LLC, which also includes sidewalk replacement items. APEC is one of the City's continuing contractors for small construction services providers (RFQ 22-005). The cost estimate of \$208,876.14 to provide the sidewalk replacement is based on the competitively bid and awarded City of Kissimmee contract. This award does not exhaust the budget for the sidewalk replacement and additional locations can be added to the work in accordance with the Purchasing manual.

Approved on Consent. Motion carried 5-0.

10. Approval of Florida Central Railroad License Agreement for Railroad Removal. (Public Works Director Krug)

The City Commission approved the Downtown Master Plan in October 2016 and a key element of the Plan is the proposed improvements to West Oakland Avenue between Taylor Street and Bluford Avenue. City Staff have worked with Florida Central Railroad to develop an Agreement to remove their inactive railroad crossing starting on West Oakland preceding south to Kissimmee Avenue. The Agreement with Florida Central Railroad will permit FCEN to remove the rail and to coordinate improvements to the crossing surfaces and approaches with the City. The agreed costs for these improvements total \$166,374.00 and are adequately funded in the Public Works Streets Division Capital Improvements budget. These improvements will be installed in conjunction with the West Oakland Phase 2 construction.

Approved on Consent. Motion carried 5-0.

11. Approval to Demolish Structures at 15 South Kissimmee Avenue and 214 West McKey Street. (Public Works Director Krug)

In 2014, the City Commission authorized the purchase of adjacent properties at 15 S. Kissimmee Avenue and 214 W. McKey Street as a future stormwater component of the Taylor Street/Kissimmee Street project. The proposed stormwater system does not require the utilization of the entire two parcels, and the City has been approached by a buyer for the remaining portion. The sale of this land to the potential buyer is contingent upon the three (3) existing vacant structures being demolished to make way for improved development. The Public Works Department would like to piggyback off of the Seminole County's Term Contract for Demolition Services, Contract ID IFB-603795-20/CAR, utilizing Advanced Demolition as the contractor at a proposed cost of \$33,627.

Approved on Consent. Motion carried 5-0.

FIRST READING OF ORDINANCE - 6:28 PM

12. First Reading of Ordinance for Howard Property, 8708 A. D. Mims Road – Annexation & Rezoning; Project No(s). AX-09-22-27 & RZ-22-09-44. (Second Reading and Public Hearing scheduled for January 17, 2023, Regular Commission Meeting at 6:15 pm or soon thereafter) (Zoning Manager Whitfield)

The property is currently vacant, approximately 2.25 acres and located on the south side of A. D. Mims Road, beginning approximately 160 feet west of Prairie Lake Boulevard. The applicant is proposing to annex into the City and rezone the property to R-1AA (Single Family Dwelling District) in order to develop a single-family subdivision. Under the current Low Density Residential (LDR) Future Land Use Designation, the property would be allowed up to nine (9) dwelling units. Since the proposed requested zoning district is R-1AA, development of the subdivision will be required to comply with the design and development standards established for the conventional R-1AA zoning district. The property is within the boundaries of the City of Ocoee and Orange County Joint Planning Area (JPA) and is designated Low Density Residential on the JPA Future Land Use Map.

a) First Reading of Annexation Ordinance

b) First Reading of Rezoning Ordinance

City Attorney Cookson read the title of the ordinance.

Mayor Johnson announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on January 17, 2023, at 6:15 PM or soon thereafter.

13. First Reading of Ordinance for a Substantial Amendment to the Ocoee Town Shops PUD for a Wawa Gas Station Use; Project No. RZ-22-07-42. (Second Reading and Public Hearing scheduled for January 17, 2023, Regular Commission Meeting at 6:15 pm or soon thereafter) (Development Services Director Rumer)

The subject site is currently undeveloped, approximately 3.39 acres in size, and is located on the northwest corner of Clarke Road and W. Colonial Drive (SR 50). The applicant is proposing to amend the PUD Land Use plan again by reducing the 27,750 SF of retail/restaurant to a 5,636 Wawa Gas Station and 4,600 SF of future development for retail/restaurant. The project's main entrance is an existing left-turn lane on Clarke Road. Water, sanitary sewer, reclaimed water, solid waste, and police & fire protection will be provided by the City.

City Attorney Cookson read the title of the ordinance.

Mayor Johnson announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on January 17, 2023, at 6:15 PM or soon thereafter.

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14. First Reading of Ordinance for the Comprehensive Plan Amendment - Adoption of the Five-Year Schedule of Capital Improvements and Update of the Capital Improvement Element (CPA-2022-004). *(Second Reading and Public Hearing scheduled for January 17, 2023, Regular Commission Meeting at 6:15 pm or soon thereafter)* **(Zoning Manager Whitfield)**

Section 163.3177(3)(a), F.S., requires that each local government Comprehensive Plan contain a Capital Improvements Element (CIE) designed to consider the need for, prioritization and location of public facilities in order to encourage the efficient use of such facilities as development occurs within the city. Capital Improvements Element Policy 1.5 states that the City shall continue, in conjunction with the annual process for the preparation of the operating budget, to prepare/update and adopt a five-year capital improvements program (CIP) in accordance with the timeline and priorities set forth in that Policy as well as Policies 1.1, 1.2 and 1.3. Pursuant to these Policies, the City has reviewed its existing public services and facilities and future needs over the next five (5) years and prepared a five-year capital improvements plan and budget. This ordinance proposes to amend the Capital Improvements Element to incorporate the capacity capital improvements from the adopted Five-Year Schedule of Capital Improvements.

City Attorney Cookson read the title of the ordinance.

Mayor Johnson announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on January 17, 2023, at 6:15 PM or soon thereafter.

SECOND READING OF ORDINANCE – PUBLIC HEARING - None

PUBLIC HEARING - None

REGULAR AGENDA – 6:32 PM

15. Approval of Memorandum of Understanding between Montierre Development, PLLC, and City of Ocoee Regarding a Regional Sports & Entertainment Complex and Mixed Use Development Deal which would Consist of a Number of Baseball Fields & Related Facilities, Hotels, Retail Buildings and Parking Garages. (Development Services Director Rumer)

Montierre Development, PLLC, (Montierre) is seeking commitments from one or more established amateur baseball event and scouting organizations to utilize a Proposed Regional Sports and Entertainment Complex which will consist of 16 Baseball Fields, 9 Batting Cages, Multi-Purpose Fields, Recreation Park and Playground areas, a Splash Pad area and Welcome Center. The Sports and Entertainment Complex will be Anchored by a Mixed Use Center which will consist of a 2 Hotels with 400 Rooms, Seven (7) Retail/Restaurant Buildings, 20k SF ± of Office Space and two (2) Parking Garages with 1,600 parking spaces. In order to make a project of this magnitude work, Montierre will need to accumulate 148 acres ± along Ocoee Apopka Road. Montierre is seeking to combine City owned property more formally identified as the “Rogers Property” located on Ocoee Apopka Road with the adjacent lands known as the Chevron Property which would provide a bulk of the lands needed.

Assistant City Manager Shadrix summarized the project and noted the economic impact this venture would bring to the City. He explained that Staff was seeking approval of the Memorandum of Understanding, which would allow Staff to move forward with Montierre Development. **Development Services Director Rumer** shared that the proposed project falls perfectly in line with the current vision of the Business Character Area that the City is working hard to achieve. He further explained the benefits of the project, and encouraged the Commission’s approval.

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James Douglas, *Montierre Development*, provided a presentation that outlined their vision for the regional sports complex and elaborated on the benefits it would bring to Ocoee.

The floor was opened for each member of the City Commission to ask questions and voice concerns. **Development Services Director Rumer** and **Mr. Douglas** addressed all issues shared. Support for the project was expressed by the City Commission.

Motion: Move to approve the Memorandum of Understanding with Montierre Development, PLLC per staff's recommendation; Moved by Commissioner Firstner, seconded by Commissioner Wilsen; Motion carried unanimously.

Recess 7:14 PM – 7:24 PM

16. Discussion and Direction Regarding an Invoice for the Ocoee Remembrance Events and Unity Festival. (City Manager Frank)

At the November 15th (2022) meeting of the City Commission, the Commission directed after discussion that the Jennifer Yon Agency provide an accounting and receipts from the Ocoee Remembrance/Unity Festival events for their consideration and discussion.

City Manager Frank summarized the request from the City Commission at the last meeting, and shared that information has been provided to them in their agenda packet for consideration. **Jennifer Yon**, *Jennifer Yon Agency*, read aloud the letter that she sent to the City Manager on November 17th.

The floor was opened for each member of the City Commission to ask questions and voice their concerns. **City Manager Frank** addressed all issues shared. **Ms. Yon** addressed any questions related to the event and the invoices submitted.

Motion: Move to satisfy the final invoice of \$19,637.34 to Jennifer Yon Agency and \$7,678.24 to HighPoint Church for the Unity Festival, with funding coming from Contingency and any other funding source authorized by the City Manager; Moved by Commissioner Brinson, seconded by Commissioner Wilsen; Motion carried unanimously.

17. Discussion and Direction Regarding a Resolution to Amend the Bylaws of the Human Relations Diversity Board (HRDB). (City Attorney Cookson)

The Human Relations Diversity Board's mission is to promote understanding, respect, goodwill and equality among citizens and businesses in Ocoee. The City Commission has determined that certain revisions to the Bylaws of the HRDB related to qualifications for membership and procedures for the Board's meetings are in the best interest of the City.

City Attorney Cookson summarized the proposed resolution and explained the changes being presented for consideration. In addition to the proposed changes, he advised a discussion needed to occur to determine the staggering of the terms, which districts would start with an initial two (2) year term, and a determination if members need to reside in Ocoee, or if they can own property in Ocoee.

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Ages Hart, *HRDB Member*, commented on the current status of the HRDB, and the need for a change. He further voiced support for his wife and former HRDB Chair, Lori Hart, for her role on the Board.

Jim Moyer, *Ocoee Resident*, commented on the need for inclusion before diversity, and shared his recommendation for an Ocoee IDEA Board (Inclusion, Diversity, Equality, and Accessibility).

Bill Maxwell, *HRDB Member*, commented on the need for the Diversity Board, asked that input from former members be allowed when establishing the revised Board, and asked the City to provide the Board members with training.

Vivian Lyte-Johnson, *Ocoee Resident*, commented on the Ocoee Music Festival, and shared she is interested in understanding how other advisory boards are handling their events. She voiced her disagreement on the revamping of the HRDB, and agreed training should be offered to members.

The floor was opened for each member of the City Commission to share their concerns and provide feedback. A lengthy discussion ensued on the proposed resolution.

City Attorney Cookson summarized the following decisions, which needed to be incorporated into the proposed resolution:

- The staggering of term limits for the initial appointments, and the Districts which will have an initial two (2) year terms.
- The determination on whether members need to reside in Ocoee, or if they can own property in Ocoee.

Motion: Move to stagger the appointments of the initial HRDB members with Districts 1 and 3 having two (2) year terms and District 2 and 4 having three (3) year terms; Moved by Commissioner Wilsen, seconded by Mayor Johnson;

City Attorney Cookson provided clarification on the staggering of the terms, and addressed questions regarding the term limits.

After the discussion. Motion carried 3-2 with Commissioner Brinson and Commissioner Oliver opposing.

Motion: Move to keep the current language which allows those persons who reside in Ocoee, who own real property in Ocoee, or who are owners of businesses located in Ocoee shall be eligible for membership; Moved by Commissioner Firstner, seconded by Commissioner Oliver; Motion failed 3-2 with Commissioner Brinson, Firstner, and Oliver opposing.

Motion: Move to require members be a resident of Ocoee; Moved by Commissioner Wilsen, seconded by Commissioner Firstner;

Commissioner Brinson asked the City Attorney to provide an explanation on what the previous failed motion meant. **City Attorney Cookson** provided explanation. He further explained the

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current motion on the floor is to limit the membership to residents of Ocoee only. **Commissioner Oliver** provided a suggestion on adding a descendant as a member to the Board. Discussion ensued on the Board membership, and the reason for the establishment of the HRDB.

After the discussion. Motion carried 3-2 with Commissioner Brinson and Oliver opposing.

Commissioner Brinson inquired on how the selection process would be handled. **City Attorney Cookson** and **City Clerk Sibbitt** addressed his question. **A majority consensus of the City Commission was to request the City Clerk to forward board applications received for consideration of appointment to the HRDB to the respective District Commissioner and Mayor so they may be prepared to make board appointments at the January 17th City Commission Meeting.**

Commissioner Wilsen noted that Ethics Training provided mention of who should not be considered for appointments to advisory boards, such as relatives, and asked for that to be added to the board application. **City Attorney Cookson** addressed her concern.

Motion: Move that HRDB members attend annual mandatory diversity training funded by the City. Moved by Commissioner Oliver; Motion died for lack of second.

Motion: Move that all advisory board members attend mandatory diversity training within 12 months of appointment. Moved by Commissioner Brinson, seconded by Commissioner Wilsen; Motion carried unanimously.

Motion: Move to rescind the previous motion; and further move, that all advisory board members attend mandatory ethics training within 12 months of appointment. Moved by Commissioner Brinson, seconded by Commissioner Wilsen; After discussion, rescinded motion was withdrawn.

Motion: Move that HRDB members attend mandatory diversity training within 12 months of appointment, and all advisory board members attend mandatory ethics training within 12 months of appointment. Motion carried 4-1 with Commissioner Firstner opposing.

COMMENTS FROM CITIZENS/PUBLIC – 9:39 PM
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Chris Atkins, *Ocoee Resident*, noted the old teaching “treat others how you want to be treated”, called for accountability when actions are inappropriate, and implored leadership of the City to bring needed change.

Annette Brown, *HRDB Member*, shared that HRDB Chair Hart resigned of her own accord, and explained that when a vote was taken to remove her, it failed, with only one member voting to remove her.

Jim Moyer, *Ocoee Resident*, shared the next City Commission meeting date, and encouraged citizens to remember and honor Martin Luther King, Jr. (MLK).

COMMENTS FROM COMMISSIONERS - 9:44 PM

Commissioner Oliver – Commented on the following:

- 1) Inquired how the MLK Parade would be managed this year. **Mayor Johnson** and **City Manager Frank** addressed his concerns.
- 2) Provided an update on the traffic light at the intersections of Ingram Road and Clarcona Ocoee Road, as well as, McCormick Road and Ocoee Apopka Road.
- 3) Congratulated the Ocoee High School Football team for making it to the State Semifinals, and for their academic standing this school year.
- 4) Provided an update on the Clarke Road widening project.
- 5) Spoke about the increased traffic on the roads due to the Holidays, and encouraged residents to be a little kinder and to practice patience.
- 6) Reminded residents to be mindful of their surroundings as they shop this Holiday.
- 7) Shared a quote by Maya Angelou.
- 8) Wished everyone a wonderful Holiday Season.

Commissioner Firstner – Commented on the following:

- 1) Announced the next City Commission meeting is on January 17, 2023.
- 2) Wished everyone a very Merry Christmas and a Happy New Year.

Commissioner Wilsen – Commented on the following:

- 1) Announced the Jolly Jamboree date, time, and location.
- 2) Reminded residents that toys are collected during Operation Santa, and encouraged residents to donate a new unwrapped toy for a child in need.
- 3) Wished everyone a very Happy Holiday.

Commissioner Brinson – Commented on the following:

- 1) Reminded residents to “get safe and remain safe”, and encouraged them to stay vigilant of their surroundings throughout the Holiday Season. He further encouraged residents not to post out-of-town photos, or comments on social media, which announce to the world that their home is unattended.
- 2) Shared he attended the swearing-in for newly elected and re-elected Orange County officials. Reminded residents that Orange County officials are theirs too, and noted several streets that run through the City are owned and maintained by Orange County.
- 3) Announced that City elections will be held in March and shared that early voting will be available. He offered to provide additional details as they are released.
- 4) Reminded residents about the importance of following the “9 PM Routine”.
- 5) Spoke briefly about Operation Santa, and encouraged residents to participate.
- 6) Provided his contact information so that all residents that desired to sit on the HRDB for District 1 could reach out to him.

City Manager Frank addressed comments made regarding his leadership skills. **Mayor Johnson** thanked him for his comments.

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Mayor Johnson – Commented on the following:

- 1) Announced the December 20th and January 3rd City Commission meetings have been canceled. The next Regular City Commission Meeting will be held on Tuesday, January 17, 2023.
- 2) Announced that in observation of Christmas Day, City Hall will be closed on Friday, December 23rd, and Monday, December 26th. Also, City Hall will be closed on Monday, January 2, 2023, in observance of New Year's Day.
- 3) Provided details about the upcoming local election to be held in March for the following seats: Mayor, District 1, and District 3.
- 4) Announced the Jolly Jamboree program details, date, time, and location.
- 5) Provided information about the multiple ways citizens can donate to the Ocoee Police Department, which helps assist local families in need.
- 6) Expressed gratitude to City Manager Frank.
- 7) Offered to assist Ms. Lyte-Johnson in making a public records request with the City Clerk's Office.

ADJOURNMENT – 10:00 PM

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: January 17, 2023
Item #: 2

Contact Name: Kathy Heard
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of Reappointments and One (1) New Appointment to the Citizen Advisory Council for Ocoee Police Department (CACOPD). (City Clerk Sibbitt)

Background Summary: Members of the Citizen Advisory Council for Ocoee Police Department (CACOPD) serve three-year terms. The Resolution creating the Board allows no more than nine (9) members. Currently, the board has seven (7) members.

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment. The graph below illustrates the current district makeup of the CACOPD.

District	Members
District 1	3
District 2	1
District 3	1
District 4	2

One (1) application has been received by Jason Mellen (District 4) who has shown an interest in being appointed to the CACOPD for a term ending January 2026.

The terms of Members Cory Garone (District 3) and Warren Lewis (District 1) expire in January of 2023. Both Members Garone and Lewis are willing to serve another three-year term if reappointed. In 2022 Members Garone and Lewis both attended three out of four meetings.

Issue:

Should the Honorable Mayor and City Commissioners appoint Mr. Mellen, and reappoint Members Garone and Lewis to the CACOPD Board to serve a three-year term ending January 2026?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners consider appointing Mr. Mellen and reappointing Members Garone and Lewis for a three-year term ending January 2026.

Attachments:

1. CACOPD Board List

2. 2023 Attendance Log
3. Application - Mellen, Jason
4. Application - Garone, Cory_Redacted
5. Application - Lewis, Warren_Redacted

Financial Impacts:

None

Type of Item: Consent

CITIZEN ADVISORY COUNCIL FOR OCOEE POLICE DEPARTMENT

Created by Res. #88-06 on 2/16/88 (Amend by Res. #91-09, 92-07, 96-20, 2003-19, 2006-006, 2010-006 & 2022-02)

3 Year Term

(9 Member Board)

Member	District	Email	Term Expires
1. Cory Garone	3	Cory.garone@gmail.com	January 2023
2. Warren Lewis	1	Walewis051515@gmail.com	January 2023
3. Darryl Braunskill, Sr.	4	Dbraunskill45@gmail.com	January 2025
4. Annette Brown	2	Annettebrown.ocoee@yahoo.com	January 2025
5. Gregory Meeks	1	Gmeeks74@gmail.com Gregory.meeks@24-7intouch.com	January 2024
6. Patrick Holt	1	Patrick.andre.holt@outlook.com	January 2024
7. Jim Moyer	4	Jimmoyer1956@gmail.com	January 2025
8. Vacant			
9. Vacant			

Commissioner Liaison

Commissioner Brinson 407-905-3112 Lbrinson@ocoee.org

Staff Liaison

Saima Plasencia, Police Chief 407-554-7223 Splasencia@ocoee.org

Blake Prince, Sergeant 407-554-7212 Bprince@ocoee.org

Back-Up Staff Liaison (in the absence of Sgt. Prince)

Natalia Ortiz, Officer 407-554-7204 Nortiz@ocoee.org

Recording Clerk

Yazmin Maldonado 407-554-7188 Ymaldonado@ocoee.org

2022

Board Member	District	Term Expires	January	March	May	June	September - No Quorum	Attendance Ratio
Cory Garone	3	Jan. 2023	A	P	P	P	Y	3/4
Warren Lewis	1	Jan. 2023	P	P	A	P	N	3/4

Present - P

Absent - A

RSVP'd a Yes - Y

RSVP'd a No - N

No Response to RSVP - NR



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccd1@ocoe.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Andrew Mellen E-mail Address jasonmellen74@gmail.com

Home Address 2137 new victor rd, ocoee 34761

Phone 817-913-7698 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 4

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Larson Design Group Position Technical Specialist

Business Address 495 n. keller road, suite 100, maitland, 32751

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☒ Yes ☐ No If yes, please describe P&Z, HRDB

State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

	Citizen Advisory Council for Fire Dept. ²		Parks & Recreation Advisory Board ²
☒	Citizen Advisory Council for Police Dept. ²		Planning & Zoning Commission ¹
	Code Enforcement Board ¹		Personnel Board
	General Employees' Retirement Trust Fund Board of Trustees ¹		Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☐ Yes ☒ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☐ Yes ☒ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? [] Yes [x] No

Education: <u>criminal justice\law enforcement degree UNT-PA</u>
Experience: <u>certified law enforcement officer (1999-2001)</u>
Special Knowledge or Skills: <u>trained in Law Enforcement, Certified LEO (expired), knowledgeable with constitutional law, city ordinances, and community interaction</u>
Community/Civic Organizations & Involvement: <u>Community leader, works with OCOEE PD on events</u>
Hobbies or Special Interests: <u>community involvement, and works with local business's and residents through my Jeep Club</u>

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

<u>Race</u>	<u>Gender</u>	<u>Disability</u>
☐ African-American	☒ Male	☐ Physically Disabled
☐ Asian- American	☐ Female	
☐ Hispanic-American		
☐ Native American		
☒ Caucasian		

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Andrew Mellen Date 11/9/22



APPLICATION FOR SERVING ON CITY BOARDS

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All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Cory Garone E-mail Address cory.garone@gmail.com

Home Address [REDACTED]

Phone [REDACTED] City Resident at Least 6 Months? ☒ Yes ☐ No City District # 3

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Upstart Position Senior Manager, Compliance Operations

Business Address San Mateo, CA

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____

State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

	Citizen Advisory Council for Fire Dept. ²		Parks & Recreation Advisory Board ²
x	Citizen Advisory Council for Police Dept. ²		Planning & Zoning Commission ¹
	Code Enforcement Board ¹		Personnel Board
	General Employees' Retirement Trust Fund Board of Trustees ¹		Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☒ Yes ☐ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☒ Yes ☐ No

Education: _____ _____
Experience: _____ _____ _____
Special Knowledge or Skills: _____ _____ _____
Community/Civic Organizations & Involvement: _____ _____
Hobbies or Special Interests: _____ _____

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
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- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

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<u>Race</u>	<u>Gender</u>	<u>Disability</u>
☐ African-American	☒ Male	☐ Physically Disabled
☐ Asian- American	☐ Female	
☐ Hispanic-American		
☐ Native American		
☒ Caucasian		

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature  Date 11/17/22

Cory Garone, J.D.

cory.garone@law.barry.edu · [REDACTED] linkedin.com/in/corygarone

Profile

IT, cybersecurity, and telecom expert focused on legal and regulatory compliance with a demonstrated record of creating and implementing effective solutions. Agile, adaptive, and open to a fast pace evolving environment. Proven leader in contract development, negotiation, and regulatory/legal research. Extensive interactions with state and federal telecom regulatory bodies. Self-starter with vast remote work, management, and onshore/offshore experience. Competent in data breach and privacy laws (e.g., GLBA, CCPA, and GDPR). Excellent collaborator with C-Suite executives on all matters affecting day to day operations. Seeking a career opportunity that allows utilization of legal training and skills, while also making a positive impact to the P&L of any company.

Education

Barry University - Dwayne O. Andreas School of Law

Juris Doctor (J.D.) – Focus on contract, privacy, and administrative laws

2011-2014

Pending Admission (Spring 2023) – The Florida Bar

Competencies

- Bilingual
- Patent, Trademark, & IP
- M&A
- Contract Drafting & Negotiation
- Legal Research & Writing
- Privacy and Data Breach
- IT Certificates: Cybersecurity (ITF+, A+, Network+, Security+, CEH), Ethical Hacking
- MS Office Suite, MS Access, MS Project
- Mac/Windows/iOS/Android Software
- Regulatory Affairs & Compliance
- Telecommunications
- Mortgage/Financial Compliance
- California Consumer Privacy Act, General Data Protection Regulation

Experience

President

CCG Telecom Consulting

2015 – Present

- Legal and regulatory consulting and services for the telecommunications sector focused on compliance and contract drafting/negotiation.

Mortgage/Underwriting/Quality Control Compliance Consultant

Deephaven Mortgage, Sourcepoint, and Digital Risk

2015 - 2022

- Drove daily production and quality to surpass monthly business goals and quality levels +32%.
- Proven knowledge and understanding of compliance and regulatory requirements applicable to consumer lending, mortgage banking, and other mortgage related laws and regulations, including but not limited to federal regulations, laws, and programs (CFPB, TILA, RESPA, ECOA, FDCPA, FCRA, FACTA, FHA/VA, Reverse Mortgages, HELOC, Non-QM, Bankruptcy, U.S. Treasury/Freddie Mac/Fannie Mae modification and refinance programs).
- Mentored large teams (40 people) of underwriters and team leads (interviewed, hired, and trained).
- Decreased personnel onboarding costs by 15% through innovative hiring tracking.
- Coached a large team of quality control and compliance analysts (10 people) focused on procedures following government agency and business-specific requirements.
- Developed and implemented a rigorous quality control program to adhere to bank, federal, and state guidelines which reduced failure rates by +35%.
- Member of the high-potential and P4 programs working with senior leadership as a mentee of the VP of Marketing & Communications. Was chosen through a rigorous assessment process.

Telecom Legal and Regulatory Compliance Director

Inteserra (a FAStek Company)

2017 - 2021

- Tracked rule changes and docket/legislative activity in all fifty states, and provided in-depth, tailored research on regulatory issues.
- Drafted and negotiated contracts for multiple services and clients.
- Created and designed the regulatory and legal content of company publications and services, including Regulatory Briefings (summaries of legislative and regulatory actions) and the Inteserra Regulatory Blog.
- Spearheaded special reports and aided telecom clients in writing and submitting comments to regulatory bodies.
- Frequently interacted with state and federal regulatory agencies, including the FCC resulting in direct regulatory affairs and compliance experience.
- Drafted privacy and security policies and procedures pursuant to HIPAA, GLBA, CCPA, and other statutes.
- Worked with C-Suite executives to implement new best practices which reduced time costs by 15%.
- Counseled HR regarding employee relations, hiring, termination, employee leave, compensation, benefits, employee handbooks, and the development/drafting of new policies and procedures.
- Modernized HR process by researching, selecting, and converting to a brand-new HR management software (Bamboo HR) for the company thereby impacting monthly revenue +10%.

Bar Preparation Consultant

Barry University - Dwayne O. Andreas School of Law

2014 - 2015

- Instructed law students in preparation for the Florida bar exam by grading and providing feedback on essays.
- Chosen for the position after receiving a high passing score on the Florida Bar Exam.

Legal Internships

U.S. Department of Homeland Security and State Attorney's Office, 9th Circuit

2012 - 2013

- Drafted motions and numerous legal memoranda to be filed in immigration and state court, coordinated legal research projects, and produced multiple legal memoranda on those issues.
- Observed and collaborated with staff attorneys on a myriad of immigration cases including asylum hearings, cancellation of removal hearings (legal permanent residents and non-legal permanent residents), master calendar hearings, individual hearings, trials, jury selection, sentencing hearings, motion hearings, and arraignments.
- Served as first and second chair for several different immigration hearings.

Police Officer

City of Groveland

2006 - 2011

- Protection of life and property through the enforcement of laws and ordinances.
- Possessed a current Law Enforcement Certificate issue by the Florida Criminal Justice Standards and Training Commission.
- Encompassed good moral character and practiced problem oriented policing philosophy.
- Processed complaints and investigations involving the enforcement of all laws, codes, and violations.

Community Engagement

Chair - Citizens Advisory Council for the Ocoee Police Department

2017 - Present

- Elected Chair January 2018 (re-elected by the board every year since and currently serving)
- Consult with city commissioners on police department and public issues
- Organized 9/11 20th Memorial Event (2021) including police and fire departments



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Name (please print) Warren A. Lewis E-mail Address walewis051515@gmail.com

Home Address [REDACTED]

Phone [REDACTED] City Resident at Least 6 Months? ☒ Yes [] No City District # 223

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Dept. of Justice-INTERPOL Wash. Position Executive Officer-RETIRED

Business Address Washington, DC

US Citizen? ☒ Yes [] No Registered Voter? ☒ Yes [] No City Employee? [] Yes ☒ No Dept. N/A

Presently Serve on Quasi-judicial Board? ☒ Yes [] No If yes, please describe Code Enforcement Board
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

	Citizen Advisory Council for Fire Dept. ²		Parks & Recreation Advisory Board ²
XX	Citizen Advisory Council for Police Dept. ²		Planning & Zoning Commission ¹
	Code Enforcement Board ¹		Personnel Board
	General Employees' Retirement Trust Fund Board of Trustees ¹		Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☒ Yes [] No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes [] No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☒ Yes ☐ No

Education: Biology major; Moravian College, Bethlehem, PA; (no degree); Office of Personnel Management (OPM) Senior Executive Service (SES) Academy (graduate)

Experience: See attached sheet for law enforcement experience

Special Knowledge or Skills: Motorcycle and driver's license

Community/Civic Organizations & Involvement: CACOPD and Code Enforcement Board Member since 2017

Hobbies or Special Interests: Lifetime Member: NOBLE (National Organization of Black Law Enforcement Executives) & NSA (National Sheriffs' Assoc.); Member: IACP (International Assoc. of Chiefs of Police)

ACKNOWLEDGMENT (Check Below):

- ☐ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication. Request F.S. 119.071(4)(d) 2.a
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
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<u>Race</u>	<u>Gender</u>	<u>Disability</u>
☒ African-American	☒ Male	☐ Physically Disabled
☐ Asian- American	☐ Female	
☐ Hispanic-American		
☐ Native American		
☐ Caucasian		

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Warren A. Lior Date 12/04/20

Warren A. Lewis



Law Enforcement positions held and locations of positions since entry on duty in St. Thomas, Virgin Islands (1974) until retirement in Washington, DC (2015).

Department of Justice, Immigration & Naturalization Service (INS)

Special Agent – 6 years, St. Thomas, Virgin Islands
Supervisory Special Agent – 4 years, St. Thomas, Virgin Islands & Washington, DC
Assistant Director, Anti-Smuggling – 2 years, Washington, DC
Deputy Assistant Commissioner, Employer & Labor Relations – 2 years, Wash., DC
Assistant Regional Commissioner, Investigations – 4 years, Dallas, TX
Deputy District Director – 4 years, Houston, TX and Baltimore, MD
District Director – 8 years, Newark, NJ and Washington, DC

Department of Transportation, Federal Aviation Administration (FAA)

Manager, Drug Investigations Support Program – 2 years, Washington, DC

Department of Homeland Security, Immigration & Customs Enforcement (ICE)

Associate Special Agent in Charge – 1 year Washington, DC
National Program Manager (287g Program) – 1 year, Washington, DC

Department of Justice, INTERPOL Washington

Executive Officer – 8 years, Washington, DC



Meeting Date: January 17, 2023
Item #: 3

Contact Name: Kathy Heard
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of Elections Services Contract with the Orange County Supervisor of Elections and Allow them to Open and Run Unquestionable Vote-By-Mail Ballots for the March 2023 General Municipal Election Utilizing the Orange County Canvassing Board Criteria. (City Clerk Sibbitt)

Background Summary:

The Supervisor of Elections Office submitted a contract for the March 14, 2023, General Municipal Election. The 2023 Vote Processing Equipment and Elections Services Contract for Municipal Elections is attached for your consideration.

City staff is requesting approval to allow the Supervisor of Elections to open and run all vote-by-mail ballots through the tabulator on Election Day (March 14th after 9:00 a.m.) that are not questionable. This will save the Canvassing Board a lot of time as that portion will be completed upon their arrival. The Canvassing Board will then only need to accept or reject any vote-by-mail ballots that have issues with them (no signature, signatures do not match, etc.) using the same criteria.

Issue:

Should the Honorable Mayor and City Commissioners approve the Elections Contract and allow the Supervisor of Elections to open and run all vote-by-mail ballots through the tabulator on Election Day (March 14th after 9:00 a.m.) that are not questionable utilizing the Orange County Canvassing Board criteria?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the 2023 Vote Processing Equipment and Elections Services Contract for Municipal Elections to be in effect for the 2023 Election and approve the Supervisor of Elections to open and run all vote-by-mail ballots through the tabulator (March 14th after 9:00 a.m.) that are not questionable utilizing the Orange County Canvassing Board criteria.

Attachments:

1. 2023 Vote Processing Equipment Use Agreement
2. Orange County Canvassing Board Criteria

Financial Impacts:

The cost of the election is adequately funded in the City Clerk Department's Budget.

Type of Item: Consent



**2023 ORANGE COUNTY SUPERVISOR OF ELECTIONS
VOTE PROCESSING EQUIPMENT
USE AGREEMENT AND
ELECTIONS SERVICES CONTRACT
FOR MUNICIPAL ELECTIONS**

This Vote Processing Equipment Use Agreement and Elections Services Contract (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Orange County Supervisor of Elections Office**, (hereinafter referred to as "SOE") and the **City of Ocoee, Orange County, Florida**, (hereinafter referred to as "MUNICIPALITY").

RECITALS:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Orange County, Florida and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, All vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, The Orange County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the city charter or municipal ordinances which may not be addressed or included in this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein SOE and MUNICIPALITY agree as follows:

SECTION 1. Recitals The above recitals are true and correct and incorporated herein.

SECTION 2. Agreement SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on **Tuesday, March 14, 2023** and a Run-off Election, if necessary, to be held on **Tuesday, April 11, 2023** along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

SECTION 3. Operation and Programming Services

DS200 For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for the program and maintenance of one (1) DS200 tabulator and Seventy-Five Dollars and no/100 Cents (\$75.00) for each additional identically programmed tabulator.

For Early Voting, MUNICIPALITY shall pay SOE Seventy-Five Dollars and no/100 Cents (\$75.00) for the program, maintenance, and operation of each DS200 tabulator that is identically programmed and operated as the Early Voting DS200 tabulators.

ADA Equipment For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for the program and maintenance of one (1) ADA Voting machines, including audio files and Seventy-Five Dollars and no/100 Cents (\$75.00) for each additional identically programmed machine.

For Early Voting, MUNICIPALITY shall pay SOE Seventy-Five Dollars and no/100 Cents (\$75.00) for the program, maintenance, and operation of each ADA machine that is identically programmed and operated as the Early Voting ADA machines.

High-Speed Counter For each election, MUNICIPALITY shall pay SOE Two Hundred Dollars and no/100 Cents (\$200.00) for the program, maintenance, and operation of any M650 high-speed ballot counting equipment. Such fee shall include up to four (4) hours of processing time, election set-up and coordination, programming of high-speed ballot counting equipment, and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars and no/100 Cents (\$50.00) per hour.

ePoll Books For each election, MUNICIPALITY shall pay SOE Seventy-Five Dollars and no/100 Cents (\$75.00) for data base set-up and maintenance of each precinct tablet set-up, which includes two (2) ePoll books (check-in tablets) and one (1) Help Desk tablet per precinct. Additional ePoll books will be charged at Seventy-Five Dollars and no/100 Cents (\$75.00) each.

Repairs For any election, all maintenance, repairs, or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent or unauthorized acts by any employee or representative of MUNICIPALITY.

SECTION 4. Additional Early Voting Services for Off-Site Locations for Non-Ballot-on-Demand Method

Tablets For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Three Hundred Seventy-Five Dollars and no/100 Cents (\$375.00) for the program and operation of two (2) check-in stations and Seventy Five Dollars and no/100 Cents (\$75.00) for each additional check-in tablet set-up fee. Such service fee includes the downloading or uploading of any necessary data. These charges are per election.

Printers For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE One Hundred Seventy-Five Dollars and no/100 Cents (\$175.00) for the programming, configuration, and set-up of any connected printer. These charges are per election.

Delivery For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Two Hundred Dollars and no/100 Cents (\$200.00) for the delivery, set-up and/or pick-up of any early voting equipment. These charges are per election.

SECTION 5. Other Election Charges

Supplies For each election, MUNICIPALITY shall pay SOE for consumable precinct supplies at a rate of One Hundred Fifty Dollars and no/100 Cents (\$100.00) for each precinct and each Early Voting site. SOE will arrange pick up of precinct supplies no later than the day after the election. MUNICIPALITY shall also identify and provide a secure place for precinct clerk(s) to return supplies and voted and unvoted ballots on election night.

PAPER PL/PR For each election, MUNICIPALITY shall pay SOE the actual costs incurred to produce, print, and bind Poll Lists/Precinct Registers ("PL/PR"), including any paper or delivery costs. SOE shall have sole discretion in selecting a third-party vendor to perform the requisite printing and binding services.

Communication For each election, MUNICIPALITY shall pay SOE for any actual costs incurred by SOE from a third-party telecommunications provider for the set-up, activation, use and deactivation of any telephone or wireless internet lines which in the SOE's sole discretion are necessitated at any voting site. MUNICIPALITY shall also pay SOE for the cost incurred for paying Poll Workers for use of personal cell phones as needed for Election Day communication. Selection of the third-party telecommunications providers shall be the preference of SOE.

Indexes For any Street Indexes ordered or required, MUNICIPALITY shall pay SOE Nine Dollars and no/100 Cents (\$9.00) as a set-up fee, plus Twenty-Five Cents (\$.25) for each printed page.

Vote-by-Mail Ballots For each election, MUNICIPALITY shall pay SOE One Dollar and Seventy-Five Cents (\$1.75) for each Vote-by-Mail Ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE Ten Cents (\$.10) for each Vote-by-Mail Ballot signature verified. MUNICIPALITY may choose to pay return postage for Vote-by-Mail Ballots at the actual cost incurred.

Early Voting MUNICIPALITY shall reimburse SOE for any overtime hours by SOE staff due to weekend hours for Early Voting locations including any hours accrued by SOE staff at the offices of SOE. SOE may elect to evenly apportion the costs for early voting overtime hours among various municipalities, if appropriate, but in no event shall SOE be obligated to apportion such costs. SOE shall insure that experienced SOE personnel staff each Early Voting site, in accordance with Florida law.

Notices For each election, MUNICIPALITY shall pay SOE Twenty-Five Cents (\$.25) for each Notice of Election that is mailed to each eligible voter, plus actual postage costs.

Fee Schedule For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change.

Other For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

SECTION 6. Term For each election, the terms of this Agreement begins on the Effective Date and concludes when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse, and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in complying with court orders, and providing any public records which the SOE maintains or otherwise controls.

SECTION 7. Applicable Requirements of Florida's Election Code MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions, or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY. To the extent that the SOE is contractually assisting the MUNICIPALITY per this agreement, SOE shall maintain compliance with each of the

statutes, codes, municipal charter provisions, and ordinances referenced above. MUNICIPALITY and SOE agree that the terms of this contract may require modification to allow compliance with any new legislation or rules promulgated by the Division of Elections as a result of any new enactments by the Florida Legislature pertaining to the Florida Election Code.

SECTION 8. Notice and Advertisement of Elections MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter & city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

SECTION 9. Qualifying of Candidates MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay to SOE Ten Cents (\$.10) per name checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions submitted by MUNICIPALITY.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications or eligibility of any candidate for municipal office.

SECTION 10. Printing of Ballots and Ballot Services MUNICIPALITY shall place an order for a sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall provide prompt payment to the third-party printer for the cost of any printed ballots or election materials. MUNICIPALITY shall also pay SOE a per ballot fee for each Vote-by-Mail and Early Voting ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English and Spanish including the name the names of the candidates as they are to appear on the ballot; the name of the Municipality; the name of the election; the title of office and/or referendum title; explanation; and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. MUNICIPALITY will place ballot order with printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to Early Voting locations or to poll clerks. SOE shall also control and limit all access to unvoted ballots while in the possession of SOE.

SECTION 11. Poll Workers SOE will select poll workers from a group of experienced poll workers. SOE will assign back-up poll workers to be available on Election morning. SOE shall provide MUNICIPALITY with a list of poll workers and Adopt-A-Precinct organizations and will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Orange County. Clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions, at minimum the Poll Clerk training. SOE shall distribute all necessary supplies and ballots at poll worker training sessions. MUNICIPALITY shall pay poll workers directly for their services at pay rates previously established by SOE.

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services. MUNICIPALITY will be billed for any overtime charges incurred due to Early Voting. If additional staff through a temporary employment agency is required for Early Voting sites located at the SOE office, SOE will recruit staff through the agency and MUNICIPALITY will be billed directly for the cost incurred.

SECTION 12. Selection of Polling Places and Early Voting Sites SOE shall approve any Polling Place(s) and Early Voting site(s) intended for use as a voting location. SOE shall provide MUNICIPALITY with contact information for any established County polling places. Each location shall meet the necessary ADA requirements. MUNICIPALITY shall conduct an onsite inspection of all polling places, including any early voting locations used other than the office of SOE, and confirm that such locations are accessible to disabled voters. SOE reserves the right to select a suitable alternative if any proposed site fails to meet SOE approval. MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than Thirty-Five (35) Days days prior to the date of the election. MUNICIPALITY shall enter into polling place agreements, if needed, and pay any rental fees or usage fees directly to the polling place.

MUNICIPALITY shall notify SOE in writing if any tables or chairs will be required. Note that each polling place must, as determined by SOE, provide a minimum number of tables and chairs. MUNICIPALITY shall pay any rental fees incurred by SOE for tables and chairs.

SECTION 13. Sample Ballots SOE shall lay out, check, and deliver sample ballot layout to a third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballots and confirm the accuracy of the election date, office, candidate names, polling place and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall reimburse SOE for all costs incurred in producing and mailing sample ballots.

SECTION 14. Vote-by-Mail Ballots MUNICIPALITY shall refer all requests for Vote-by-Mail Ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written directions to the contrary, SOE agrees to accept all requests for Vote-by-Mail Ballots by telephone, mail, or in person. SOE also agrees to mail Vote-by-Mail & overseas ballots as requested by registered voters, receive, and securely store any voted Vote-by-Mail Ballots. SOE will verify the signatures on any returned voted Vote-by-Mail Ballot certificates based on current canvassing criteria and notify voters of any issues that may be susceptible to "cure" as provided by Florida law, and to account for all Vote-by-Mail Ballots.

MUNICIPALITY shall provide adequate staff assistance for the opening and handling of Vote-by-Mail Ballots during the counting process and shall coordinate a date for the opening and counting of such Vote-by-Mail Ballots with SOE.

SECTION 15. Transportation of Elections Equipment and Supplies SOE will be responsible for delivery and pick up of any voting equipment. Either the Friday or Monday prior to Election Day, voting equipment will be delivered by SOE, or a third-party representative of SOE. The Wednesday following Election Day, voting equipment will be picked up by SOE, or a third-party representative of SOE. MUNICIPALITY shall reimburse SOE, for any and all costs incurred for equipment delivery and pickup. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick-up of voting equipment. **MUNICIPALITY IS NOT PERMITTED TO DELIVER ANY ELECTION EQUIPMENT.**

SECTION 16. Location and Storage of Voting Equipment All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled and indoor room or facility. Once the voting equipment is delivered to a voting site or early voting site, no equipment shall be relocated without the prior written approval of SOE.

SECTION 17. Canvassing of Election Results MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct

the canvassing board activities. MUNICIPALITY shall notice and

advertise, as needed, the dates of any canvassing board meetings. SOE shall provide the canvassing board with information and documents necessary to canvass the results of the election.

MUNICIPALITY shall convene the canvassing board to determine which voted Vote-by-Mail Ballots are to be tabulated.

SECTION 18. Audits MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

SECTION 19. Post-Election Records Retention SOE shall process affirmation forms and sort, inventory and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

SECTION 20. Voter History SOE will make arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement; provided however, recording voter history will be completed in a timely manner.

SECTION 21. Other Necessary Costs Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of either any Election, if necessary, that are not specified in this contract shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

A. Recounts – Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. Attorney's Fees and Costs - Actual attorney's fees and costs incurred by SOE for research on any election related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

SECTION 22. Hold Harmless Covenant MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents, and employees against any and all claims, damages, injuries, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents,

or employees, with respect to any election conducted pursuant to this

Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorney's fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that MUNICIPALITY is a Florida municipal corporation and SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by either party for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

SECTION 23. Entirety and Amendments The Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by duly authorized representatives of both SOE and MUNICIPALITY.

SECTION 24. Effective Date. The Effective Date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

Please initial in the appropriate columns	YES	NO
MUNICIPALITY will use current SOE Canvassing Criteria (provided)		

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this Agreement on the dates set forth below.

Signature

Bill Cowles

Name (Printed or Typed)

Orange County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

**Orange County Canvassing Board
2022 Criteria**

Revised: March 2022

Vote-by-Mail	Accept	Reject	Case by Case	CB Review?
No Signature [101.68(2)(c)1], if left uncured		* X		
No signature, with cure affidavit [101.68(4)(b)]	X			
Signature does not match** [101.68(2)(c)1] [98.077(4)(a), 101.65-must match the signature on file upon return of ballot], if left uncured or incomplete cure		* X		
Signature does not match, received completed cure affidavit 101.68(2)(c)1	X			
Signature printed and does not match the signature on file [101.68(2)(c)1] [98.077(4)(a), 101.65], if left uncured/or incomplete cure		* X		
Signature printed does not match, with completed cure affidavit [101.68(4)(b)]	X			
Voter signed envelope for someone else and both voters had a request on file	X			
Certificate envelope has two signatures and both voters requested ballots and both received the same card numbers	X			
Voter sends ballot in blank envelope that does not have the oath [101.64(2)] <i>(Signature)</i>		X	X	
Voted wrong ballot card (voter has moved/party change) [101.045]			X	
Voter deceased or canceled since ballot returned [101.68(2)(c)2]	X			
Late return of vote-by-mail ballot (Except UOCAVA voters) [101.67(2)]		X		
Voted early or at the polls [101.69]		X		
Vote-by-Mail - Cure Affidavit				
Cure Affidavit received with Tier 1 Identification [101.68(3)(a)]	X			
Cure Affidavit received with Tier 2 Identification and the cure signature matches a signature on record. [101.68(3)(b)]	X			
Cure Affidavit received with Tier 2 Identification and the signature on the cure does not match** a signature on record.		* X		
Cure not received prior to 5PM on the 2nd day after the election.		X		
*Provisional Rejection: Per F.S. 101.68(4) until 5pm on the 2nd day after the election, the supervisor shall allow an elector who has returned a vote by mail ballot that does not include the elector's signature or whose signature does not match to submit an affidavit with copy of identification to cure.				
**Beyond reasonable doubt; a finding by the Canvassing Board that an elector's signatures do not match must be by majority vote and beyond a reasonable doubt. [101.68 (2)(c)]				
First time voters who registered by mail - Special Vote by Mail	Accept	Reject	Case by Case	
Voter provides proper identification or indicates exemption [101.6923]	X			
Voter does not provide proper identification or indicate an exemption by 7 pm [101.6923]		X		

**Orange County Canvassing Board
2022 Criteria**

Revised: March 2022

Provisional Ballots [F.S. 101.048]	Accept	Reject	Case by Case	CB Review?
Voter is eligible, signature matches, correct precinct	X			
Voter is eligible but did not have proper ID - Signature matches that on file	X			
Voter given the provisional in error--should have voted a regular ballot	X			
Voter's application was not verified by State, voter furnished additional information prior to 5 p.m. of second day. Voter deemed eligible	X			
Ballot cast in wrong precinct		X		
Voter name not found - not registered to vote		X		
Voter moved into county- Eligible, signature matches, correct precinct [101.045]	X			
Voter moved out of county		X		
Voter was canceled as a Felon or for other reasons		X		
Voter registered after the books closed		X		
Voter's application was not verified by State, voter did not furnish additional identification by 5 p.m. of the second day		X		
Voter's application was incomplete so not eligible to vote		X		
Voter's signature does not match** and voter does not sign "Signature Differs" Affidavit; but signature on Prov matches that on file in the SOE office	X			
Voter's signature does not match ^{101.48} and voter does not sign "Signature Differs" Affidavit; but voter completes the cure affidavit	X			
Voter's signature does not match and does not sign "Signature Differs" Affidavit; but left uncured/incomplete		X		
Voter had been sent a vote by mail ballot, did not surrender it, but vote by mail ballot not received by SOE	X			
Voter's right to vote has been challenged			X	
[PPP or Primary Only] Voter has disputed party affiliation; provisional ballot is the wrong party according to SOE research		X		
Voter has already voted by vote by mail or at an early voting center		X		
Voting hours extended - voter is eligible and in the correct precinct [101.049]	X			
Voting hours extended - voter is eligible and NOT in the correct precinct		X		
Absentees from Overseas Voters (10 days after the election)	Accept	Reject	Case by Case	
No Postmark or date [101.6952 and 1S-2.030]		X		
Dated or postmarked on or by election day [101.6952 and 1S-2.030]	X			
Dated on or before election day but postmarked later or no postmark	X			
Dated and postmarked after election or dated after election with no postmark		X		

**Orange County Canvassing Board
2022 Criteria**

Revised: March 2022

State Write-In Ballot 101.6951	Accept	Reject	Case by Case	
Wait to see if we have requests - have never had one			X	
Special Instances				
Voter submitted a voted sample ballot with clear voter intent, inside of their Certificate Envelope that has a valid signature.	X			
Voters ballot delayed due to staff error.			X	
Voter changed address, sent two ballots; both ballots received, first correct ballot accepted	X			
[PPP or Primary only] Voter changed political affiliation, sent two ballots; both ballots received, first correct ballot accepted	X			
Voter leaves unscanned ballot***	X			
***any races marked with clear voter intent are counted as votes, any unmarked races are counted as undervotes				
Federal Write-In Absentee Ballot [F.S. 101.6952, 102.166]	Accept	Reject	Case by Case	CB Review?
Not a registered voter in the county		X		
Signed the FWAB and the signature verified, no other issues	X			
No date and no postmark - received after election day		X		
Dated or postmarked on election day or earlier	X			
No request received but dated on or before election day and oath is signed.	X			
Challenge of overseas voter based on not meeting definition of [97.021(24)]			X	
Not registered by deadline - all voters		X		
Signature Issue - Refer to Vote by Mail Section				
10-Day Extension for Overseas Voters: A federal write-in absentee ballot may not be canvassed until 7 p.m. on the day of the election. A federal write-in absentee ballot from an overseas voter in a presidential preference primary or general election may not be canvassed until the conclusion of the 10-day period specified in subsection (5). Each federal write-in absentee ballot received by 7 p.m. on the day of the election shall be canvassed pursuant to ss. 101.5614(5) and 101.68, unless the elector's official absentee ballot is received by 7 p.m. on election day. 101.6952 (2)(a) An absent uniformed services voter or an overseas voter who makes timely application for but does not receive an official absentee ballot may use the federal write-in absentee ballot to vote in any federal, state, or local election.				
Date Adopted: 5/11/22		Orange County Canvassing Board		
Steve Jewett, Orange County Judge, Canvass Chair.		County Judge		
		County Commissioner		
		Supervisor of Elections		

Jeanette Mignog
Tina C. Caraballo

Mayra Uribe Mayra Uribe



Meeting Date: January 17, 2023
Item #: 4

Contact Name: Scott Cookson
Contact Number: 407-581-9800

Department Director: Scott Cookson
City Manager: Robert Frank

Subject: Approval of Resolution and Bylaws to the Human Relations Diversity Board (HRDB). (City Attorney Cookson)

Background Summary: The Human Relations Diversity Board's mission is to promote understanding, respect, goodwill and equality among citizens and businesses in Ocoee. The City Commission has determined that certain revisions to the Bylaws of the HRDB related to qualifications for membership and procedures for the Board's meetings are in the best interest of the City.

A draft Resolution amending the Bylaws of the HRDB Board was presented to the City Commission on December 6, 2022. Based on discussion and action by the City Commission, the following changes were made to the initial draft of the Resolution amending the Bylaws of the HRDB Board:

1. All members of the HRDB Board must be residents of Ocoee (The Bylaws no longer allow for non-resident owners of property or non-resident owners of businesses in Ocoee to be members).
2. In order to stagger the terms of the members of the HRDB Board, members initially appointed from District 1 and 3 shall serve for an initial two (2) year term and members appointed from District 2 and 4, along with the member appointed by the Mayor, serve for an initial three (3) year term. After these initial terms, all members will then serve for three (3) year terms.
3. Members are required to attend diversity and ethics training within twelve (12) months of being appointed. The training will be paid for by the City and directed by the City Clerk.

Issue:

Should the Honorable Mayor and the Board of City Commissioners approve the Resolution to amend the Bylaws of the Human Relations Diversity Board?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and Board of City Commissioners approve the Resolution to amend the Bylaws of the Human Relations Diversity Board.

Attachments:

1. Resolution with Bylaws

Financial Impacts:

None

Type of Item: Consent

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY OF OCOEE, FLORIDA,
AMENDING RESOLUTION NO. 2021-002 RELATING TO
THE HUMAN RELATIONS DIVERSITY BOARD BY
PROVIDING FOR A CHANGE IN MEMBERSHIP;
CLARIFYING OTHER REQUIREMENTS; PROVIDING
FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article II, Section C-8.0 of the Charter of the City of Ocoee, Florida, provides that the City of Ocoee has the power to create boards, commissions and committees to advise and assist the City in carrying out municipal functions; and

WHEREAS, the City Commission of the City of Ocoee adopted Resolution 2003-021 on September 16, 2003 creating the Human Relations Diversity Board and adopting its Bylaws; and

WHEREAS, the City Commission subsequently modified Resolution 2003-021 through the action of Resolutions 2004-011, 2010-010, 2013-007, 2015-014, 2016-009 and 2021-002; and

WHEREAS, the City Commission believes it is in the best interest of the city and the Board to amend the Membership and Bylaws of the Human Relations Diversity Board.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA:

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida, Article II, Section C-8.0 of the Charter of the City of Ocoee, Florida and Chapter 166, Florida Statutes.

SECTION 2. Purpose. The language of the enabling legislation and Bylaws contained in Resolution 2021-002 is hereby revised, as shown on **Exhibit "A"** to this Resolution. Deletions from the original content are shown in strikethrough text; additions are shown in underlined text.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution 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 4. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this ___ day of _____, 2023.

Attest:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**ADOPTED THIS ___ DAY OF _____, 2023, UNDER
AGENDA ITEM NO. _____**

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE. APPROVED AS
TO FORM AND LEGALITY THIS ___
DAY OF _____, 2023.**

**SHUFFIELD, LOWMAN & WILSON,
P.A.**

BY: _____
Scott Cookson, City Attorney

EXHIBIT “A”

I. MISSION:

The general mission of the Human Relations Diversity Board (“HRDB”) is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. In no event shall the HRDB by itself possess any decision-making authority or be authorized to bind the City of Ocoee.

II. Objectives:

- A. Foster mutual understanding and **respect** among all persons emphasizing the positive impact that diversity brings to the City of Ocoee;
- B. Facilitate communication between the City Commission and citizen groups, individuals, and businesses;
- C. Assist the City Commission in educating the community through projects devoted to the elimination of prejudice, racial tension, intolerance, or discrimination;
- D. Provide suggestions and encouraging equality of treatment for, and preventing discrimination against, any persons or businesses by Ocoee City government;
- E. Serve as an informational conduit to the community at large; and
- F. Make recommendations to the City Commission and staff on HRDB related matters, as needed.

III. Membership:

- A. The HRDB shall consist of no less than ~~seven (7)~~ five (5) and no more than ~~thirteen (13)~~ seven (7) voting members. The City Commission shall designate one member of the City Commission and the City Manager shall designate one member of staff, both of whom will serve as liaisons (non-voting) members. The duties of the liaisons appointed by the Commission and City Manager are to assist the HRDB in attaining the HRDB objectives and report the HRDB’s progress to the Commission and City Manager periodically - not to provide direction or directives to HRDB members or the HRDB in general unless the City Commission has authorized same. In addition, from time to time, the City Commission may designate one (1) member representing an organization with operations in the City (such as a church or other civic organization) to serve as a liaison (non-voting) member for a term determined by the City Commission. For the initial five (5) voting members, each City Commissioner shall appoint one (1) person from the Commissioner’s district to be an HRDB member. The Mayor shall appoint one (1) person from any district to be an HRDB member. Two (2) additional at-large voting HRDB members will be appointed by the City Commission from a list of interested and eligible persons who have completed the application form for membership on City boards and committees an Application for Serving on City Boards available from the City Clerk, and who are representative of the diversity of the community, including race, sex, age, religion, disability, sexual orientation, and ethnic

group. The two (2) at-large members may be from any district, except that at no time shall both at-large members be from the same district. Members are expected to attend Board meetings and participate in a minimum of one Board-sponsored event per calendar year. Applicants for membership should anticipate that participation will require considerable devotion of personal time. Effective ~~May 2014~~ January 1, 2023, the member appointed from district 1, the member appointed from district 3, and the first of the two (2) at-large members shall serve a two (2) year term and the member appointed from district 2, the member appointed from district 4, the member appointed by the Mayor and the second of the two (2) at-large members shall serve a three (3) year term. Once the terms of an original appointed member expires, subsequent,~~all~~ members shall serve a three (3) year term and may be reappointed, irrespective of the number of terms previously served.~~; however, to ensure that approximately one-third of the authorized membership positions become vacant in any given year, the City Commission may make appointments of one, two, and three years of service.~~ In the event of a vacancy in a member appointed by a City Commissioner, the applicable City Commissioner shall appoint the new member from that Commissioner's district. In the event of a vacancy in a member appointed by the Mayor, the Mayor shall appoint the new member from any district. In the event of a vacancy in an at-large member, the City Commission shall appoint the new member from any district other than the district of any current at-large member. Subsequent at-large members shall meet the same requirements as the initial at-large members. Vacancies shall remain vacant until appointed as provided herein.

B. Only those persons who reside in Ocoee, ~~who own real property in Ocoee, or who are owners of businesses located in Ocoee~~ shall be eligible for membership. Persons who were convicted of a felony or a misdemeanor involving moral turpitude are ineligible.

C. Members of the HRDB shall meet as determined by, and in accordance with, the provisions of the Bylaws for the HRDB and/or at such other times as may be called by the Chair thereof. Notice of each meeting shall be provided to all members of the HRDB within a reasonable time prior to the meeting. All meetings of the HRDB will be open to the public with notice of the place, day, and hour of the meeting posted at Ocoee City Hall at least forty-eight (48) hours in advance of any such meeting.

D. Members shall be subject to the Florida Sunshine Law and Robert's Rules or Order.

E. The members of the HRDB may not vote upon a matter at a meeting unless 50% plus one of the members (a quorum) is present. Liaison members, because they are non-voting, are not to be included in a count of the members for the purpose of determining whether a quorum is present.

F. All members serve at the pleasure of the City Commission and may be removed for cause at any time. In no event will the HRDB have the authority to remove any member. Any member who misses three consecutive regular meetings or five regular meetings in a 12-month period or does not participate in one board-sponsored event shall be deemed to have resigned by the HRDB. Any member submitting a voluntary resignation must do so in writing to the City Clerk.

G. Each member shall attend and complete diversity training and ethics training within twelve (12) months of being appointed. Such training will be paid for by the City and directed by the City Clerk.

IV. Bylaws:

The Bylaws for the HRDB shall be as set forth below, which are attached hereto and incorporated herein by reference.

CITY OF OCOEE HUMAN RELATIONS/DIVERSITY BOARD
BYLAWS

ARTICLE 1

(Name of Organization)

The official name of this organization shall be the City Of Ocoee Human Relations Diversity Board(“HRDB”).

ARTICLE 2

(Purpose and Objectives)

1. Mission. The general mission of the HRDB is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. In no event shall the HRDB by itself possess any decision-making authority or be authorized to bind the City of Ocoee.

2. Objectives. The objectives of the HRDB are:

A. Foster mutual understanding and respect among all persons, emphasizing the positive impact that diversity brings to the City of Ocoee;

B. Facilitate communication between the City Commission and citizen groups, individuals, and businesses;

C. Assist the City Commission in educating the community through projects devoted to eliminating prejudice, racial tension, intolerance, or discrimination;

D. Provide suggestions and encourage equality of treatment for, and prevent discrimination against, any persons or businesses by Ocoee City government;

E. Serve as an informational conduit to the community at large; and

F. Make recommendations to the City Commission and staff on HRDB related matters, as needed.

ARTICLE 3

(Officers)

1. The HRDB shall be governed by three officers: Chair, Chair-Elect, and Past-Chair. The HRDB shall elect from among its members a Chair-Elect and any such other officers and assistant officers as may be deemed necessary by affirmative vote of a majority of the members present at a meeting at which a quorum is present. At the end of his or her term as Chair-Elect, the incumbent shall become Chair and the former Chair shall become the Past-Chair. The City Clerk shall assign a person to serve as recording clerk of the HRDB. Said person ~~need not be~~ is not a member of the HRDB. There is no specific term for this office; the City Clerk may appoint a new person to fulfill this role as the need arises.

2. Elected HRDB officers shall each serve for a term of one (1) year or until their successors are elected. Officers shall not be limited in the number of terms they serve. At each election, the members may vote to retain the current slate of officers in their present positions rather than allow the progression of officers to occur. Vacancies which occur among the officers of the HRDB during the term of service may be filled by the HRDB at its next regular meeting, provided that there is at least one week's notice of the election prior to the meeting; ~~however, no election of a substitute person.~~

ARTICLE 4

(Duties of Officers)

1. Duties of the Chair. The Chair shall in general supervise and control the affairs of the HRDB and perform all other duties incident to the office of Chair. The Chair shall preside at all meetings of the HRDB and shall hold ex-officio membership on all subcommittees. The Chair shall perform all other duties ordinarily pertaining to the office and shall appoint all subcommittees.

2. Duties of the Chair-Elect. The Chair-Elect shall perform the duties of the Chair in the absence of the Chair, chair one or more subcommittees, or undertake additional duties assigned by the Chair.

3. Duties of the Past-Chair. The Past-Chair shall perform the duties of the Chair in the absence of the Chair and Chair-Elect, chair one or more subcommittees, or undertake additional duties assigned by the Chair.

4. Duties of the Recording Clerk. The Recording Clerk shall ~~have the duties normally assigned to such a position~~ ensure that the meetings are recorded and shall have ,~~including~~ the duty of preparing minutes of each motion made and vote taken during each regular or special meeting of the HRDB, preparing correspondence, and making and posting announcements of HRDB and subcommittee meetings.

5. The duties of any office created by the HRDB shall be those assigned in the motion creating the office but cannot conflict with the duties assigned to any office established by these Bylaws.

ARTICLE 5

(Subcommittees)

1. The HRDB may create such subcommittees as may be required to attain its objectives, as set forth in Article 2. Subcommittee Chair shall be selected by the members of each subcommittee.

2. Subcommittee Meetings. Subcommittees may meet with such frequency as they deem appropriate for the assigned task. Notification of all subcommittee meetings shall be provided to all members no less than five (5) days prior to each meeting. All meetings of any subcommittee shall be open to the public with notice of the date, place, and time posted at Ocoee City Hall at least forty-eight (48) hours in advance of any such meeting. Subcommittee meetings shall be conducted in the same manner as a regular meeting but shall be limited to the conduct of business according to the scope of the subcommittee. Subcommittee ~~meeting minutes need not be prepared, but if they are prepared, may be created by any person designated by the Subcommittee Chair~~ meetings need not be recorded or attended by the Recording Clerk.

ARTICLE 6

(HRDB Meetings)

1. Regular Meetings. Regularly scheduled meetings shall be held throughout the year. The frequency and specific calendar shall be determined by consensus at the first meeting of the year and shall include a first meeting date for the following calendar year. Notification of all regular meetings shall be provided to all members no less than seven (7) days prior to each meeting. All meetings of the HRDB shall be open to the public with notice of the date, place, and time posted at Ocoee City Hall at least forty-eight (48) hours in advance of any such meeting. The Recording Clerk shall prepare minutes of each [motion made and vote taken during each](#) regular meeting.

2. Special Meetings. Special meetings may be called by the Chair or the Chair-Elect or by a majority of the HRDB members. Notification of all special meetings shall be posted in the same manner as regular meetings, but with not less than five (5) days prior notice. Special meetings shall be conducted in the same manner as a regular meeting but shall be limited to the conduct of business specifically set forth in the notice. The Recording Clerk shall prepare minutes of each of each [motion made and vote taken during each](#) special meeting.

3. [Meeting Set-Up. Regular meetings shall be held in the Commission Chambers at City Hall, or such other location as determined by the Recording Clerk if the Commission Chambers are unavailable. The Recording Clerk shall sit on the dais or other area with access to recording equipment. Voting members shall sit around a table with the liaison members and members of the public seated in the audience chairs.](#)

ARTICLE 7

(Quorum and Voting)

1. Quorum. For the purpose of conducting the regular business of the organization, 50% plus one of the total of all current members shall constitute a quorum. Liaison members cannot be counted when determining the presence of a quorum.

2. Voting. Voting shall be done by voice vote or by show of hands at the discretion of the Chair. Votes may only be taken at a properly noticed meeting at which a quorum is present. Unless otherwise provided in these Bylaws, the passage of any item shall require a simple majority vote of those in attendance. Each duly qualified member in attendance, including officers, shall be

entitled to one vote. Voting by proxy, absentee ballot, electronic mail, or by telephone shall not be permitted.

ARTICLE 8

(Parliamentary Authority)

The parliamentary procedural rules found in the current edition of Robert's Rules of Order shall govern HRDB meetings and actions in all cases where they are not in conflict with these Bylaws.



Meeting Date: January 17, 2023
Item #: 5

Contact Name: Scott Cookson
Contact Number: 407-581-9800

Department Director: Scott Cookson
City Manager: Robert Frank

Subject: Approval of Resolution Relating to City Commission Non-Local Travel Reimbursement Policy. (City Attorney Cookson)

Background Summary:

During the 2022 budget hearings, the City Commission requested that the City Commission Non-Local Travel Policy be revised to exclude reimbursement of travel expenses by spouse. Attached hereto is a Resolution revising the travel policy.

Issue:

Should the Honorable Mayor and the City Commissioners approve a Resolution to exclude the reimbursement of travel expenses by spouse?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners approve a Resolution to exclude the reimbursement of travel expenses by spouse.

Attachments:

1. Resolution

Financial Impacts:

None

Type of Item: Consent

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY OF OCOEE, FLORIDA,
AMENDING RESOLUTION NO. 2002-21 AS IT
RELATES TO THE CITY COMMISSION NON-LOCAL
TRAVEL POLICY; PROVIDING FOR ELIMINATION
OF REIMBURSEMENT OF TRAVEL EXPENSES FOR
SPOUSES; PROVIDING FOR OTHER UPDATES TO
THE POLICY; PROVIDING FOR SEVERABILITY;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Ocoee desires to amend Resolution No. 2002-21 in order eliminate reimbursement of travel expenses for spouses of the Mayor and City Commissioners and to make other updates to the City Commission Non-Local Travel Policy.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF OCOEE, FLORIDA, AS FOLLOWS:**

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 2. Amendment to Resolution No. 2002-21. Resolution No. 2002-21 is hereby amended by deleting **Exhibit "A"** thereto in its entirety and replacing said exhibit with **Exhibit "A"** to this Resolution. All references in Resolution No. 2002-21 to the City Commission Non-Local Travel Policy shall hereafter refer to **Exhibit "A"** attached to this Resolution. Additions to the City Commission Non-Local Travel Policy are denoted by underlined text and deletions are denoted by strikethrough text in the new **Exhibit "A"** attached hereto.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution 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 4. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

Attest:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**ADOPTED THIS __ DAY OF _____, 2023, UNDER
AGENDA ITEM NO. _____**

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE. APPROVED AS
TO FORM AND LEGALITY THIS __
DAY OF _____, 2023.**

**SHUFFIELD, LOWMAN & WILSON,
P.A.**

BY: _____
Scott Cookson, City Attorney

EXHIBIT "A"

**CITY COMMISSION NON-LOCAL TRAVEL POLICY (AS
AMENDED, BY RESOLUTION NO. 2023-)**

This City Commission Non-Local Travel Policy is adopted for purposes of regulating non-local authorized travel, meals, registration fees, and other expenses which are incurred by the Mayor and City Commissioners for business purposes on behalf of the City. These individuals will be identified throughout this policy as the "traveler".

The City shall pay certain expenses to the traveler in order that the traveler may attend non-local meetings, conferences, seminars, workshops and similar events which serve a public purpose and are considered to be in the best interest of the City.

The need for City travel for which reimbursement may be claimed by the travelers named above on behalf of the City of Ocoee is acknowledged as serving a public purpose and being in the best interests of the City. All such persons are eligible to travel for the conduct of City business or to attend non-local meetings, conferences, seminars, workshops and similar events for the benefit of the City, at City expense, pursuant to proper authorization prescribed in these regulations.

- (1) A Travel Expense Report issued by the Finance Department, which shall be used by all travelers using a City issued credit card or requesting reimbursement for authorized non-local travel expenses, shall be completed. The report will be filed within thirty (30) working days after completing the authorized travel, but in no event later than October 10 of each year for any report related to authorized travel in the previous fiscal year. For the purposes hereof, "authorized travel" or "authorized non-local travel" is non-local travel which has been approved by the City Commission as part of the annual budget and for which funds are available and non-local travel otherwise approved by the City Commission and for which funds are available.
- (2) Non-local transportation expenses will be reimbursable as set forth below. All non-local travel must be by a usually traveled route. If a person travels by an indirect route for his/her own convenience, any extra costs shall be borne by the traveler, and reimbursement for travel expenses shall be based only on such charges as would have been incurred by a usually traveled route. Air travel, if necessary, shall be by upgradeable coach class, when practicable, and a receipt shall be required for all such air travel; provided, however, that the traveler may, at the traveler's expense, upgrade to business or first class in which case the City will reimburse for the cost which would have otherwise been incurred for air travel by upgradeable coach class. Notwithstanding the foregoing, the City will reimburse a traveler for business or first class travel if required by the Americans with Disabilities Act. Travel by private car when a City vehicle is not used will be reimbursed at a rate per mile established by the City. When travel or local transportation

(at non-local functions) is by rental car, all rental car fees and charges are reimbursable when substantiated by receipts. Local travel (at non-local functions) by airport limousine is reimbursable when substantiated by receipts. Taxicabs and parking fees are reimbursable and receipts for such expenses should be obtained whenever possible.

Travelers who are assigned a city vehicle shall be reimbursed for gas only and not mileage; however, a gas receipt must be submitted to receive reimbursement.

- (3) Reimbursement for lodging will be on the basis of actual cost of a single occupancy. Double occupancy rate will be reimbursed if no single room is available ~~or if traveling with the traveler's spouse~~. No reimbursement will be provided for expenses charged for in-room movies or in-room food/beverage bars. An itemized receipt shall be provided for all lodging expenses.
- (4) ~~If a traveler is out of town for longer than one day, the traveler shall be allowed one personal telephone call reimbursed per day providing that the time limit of that call is reasonable. All calls which are related to City business shall be reimbursable to the traveler.~~ Travelers are expected to use their cell phones for all phone calls and not seek reimbursement for personal or business related land-line long-distance phone calls.
- (5) Gratuities (tips) are recognized as a legitimate part of the cost of travel and a proper charge against the City, when such expenses are necessary.
- (6) Registration fees, including meals and other programmed affairs and activities, are reimbursable upon presentation of receipts. Receipts are not required for any activities included in or on the registration form for the event when a City check is issued for direct payment of such fees and charges. Registration fees may include social activities which are part of the program for the event. Expenses for social events and entertainment which are not part of the program shall not be reimbursable except as provided in Section 12 below.
- (7) All travelers will be reimbursed for the actual meals expenses, except for alcoholic beverages which will not be reimbursable. A receipt for meals will be provided whenever possible.
- (8) If a traveler accompanies a city employee or City official who has an authorized City credit card and the credit card holder other than the traveler pays for meals and other expenses with the City credit card, then the traveler shall not be eligible for reimbursement for those expenses paid by the credit card holder other than the traveler. The credit card holder who pays any expenses for a traveler will be reimbursed for such expenses provided the credit card holder lists all such expenses incurred on the Travel Expense Report and the names of the traveler for whom the expense was incurred.
- (9) Any other necessary expense not otherwise provided, incurred for the benefit of the City, together with receipts whenever possible and explanations thereof, should be claimed on an individual basis by completing the necessary travel form and should be signed by the traveler.

- (10) Travelers may obtain travel advances when requested through the Finance Department only for expenses which cannot be charged to the City credit card issued to the traveler. The necessary travel form must accompany the request and must be signed by the traveler. All advances shall be accounted for completion of a Travel Expense Report within thirty (30) working days after completion of the authorized travel, but in no event later than October 10 of each year for advances made in the previous fiscal year.
- (11) ~~The City will reimburse for travel, meals or expenses for the spouse of the traveler when the spouse accompanies the traveler, the event includes activities which may be attended by the traveler's spouse, and the attendance of the traveler's spouse is otherwise in the best interests of the City considering the nature of the event, the role of the traveler with respect to the event and the attendance of other spouses at the event.~~ The City will not reimburse travel, meals or expenses of the spouse of the traveler or other family members of the traveler.
- (12) Entertainment expenses incurred by the traveler which serve a valid public purpose will be reimbursed to the traveler. The Travel Expense Report of the traveler must include the nature of the entertainment, those present, and a brief summary of the business discussed. Receipts must be provided for all entertainment expenses.
- (13) All Travel Expense Reports must be completed as stated above. ~~Expenses associated with travel by a spouse shall be included on the report if the traveler seeks City payment or reimbursement of such expenses.~~
- (14) Any travel by a traveler which is reimbursed under this Non-Local Travel Policy is subject to the availability of budgeted funds for such purpose.
- (15) The travel policy set forth above does not apply to local expenses as described in Section 1 of this Resolution.
- (16) If the traveler has been issued a City credit card, then any such card shall only be used for expenses which are reimbursable under this Non-Local Travel Policy. If the City pays the expenses charged to any such credit card, then the traveler shall not be reimbursed for such charges, but will complete a Travel Expense Report as stated above.
- (17) If the traveler has been issued a City credit card, the Finance Director is directed to deduct from the traveler's next monthly stipend expenses charged to such credit card if any of the following circumstances occur: (a) If the traveler fails to submit a Travel Expense Report within the required timeframe, then all expenses related to the late Travel Expense Report shall be deducted; (b) If the traveler fails to provide required supporting documentation with respect to such expenses, then all such undocumented expenses shall be deducted; or (c) If the traveler charges expenses to the City credit card which are not entitled to reimbursement under the City Commission Non-Local Travel Policy, then all such expenses shall be deducted. If deductions are made pursuant to (a) or (b) as aforesaid, then the traveler may seek reimbursement by filing a Travel Expense Report accompanied by required supporting documentation; provided, however, that the traveler

shall not be entitled to reimbursement if such report and documentation is submitted after October 10 with respect to travel and expenses in the previous fiscal year.

- (18) Prior to making a deduction from a traveler's monthly stipend, the Finance Director shall provide the traveler with at least ten (10) days prior notice of the intent to make such deduction, which notice will include the amount proposed to be deducted along with a copy of the City Credit card bill.
- (19) If the amount to be deducted as provided in Paragraph 17 above exceeds the traveler's monthly stipend, then the remaining amount owed shall be deducted from the next installment payment of the traveler's annual salary.
- ~~(20) The Finance Director shall, on a monthly basis, provide the City Commission with a report regarding any deductions made from a traveler's monthly stipend and/or annual salary.~~



Meeting Date: January 17, 2023
Item #: 6

Contact Name: CJ VanCamp
Contact Number: Ext. 2006

Department Director: Tom Smothers
City Manager: Robert Frank

Subject: Approval to Place Bennet Fire Products Co. on the "Single Source" Vendor List for Firefighting Protective Equipment. (Deputy Fire Chief Van Camp)

Background Summary:

The department currently utilizes Globe firefighting personal protective equipment to outfit its firefighters. Since 2017, the Fire Department (the department) has been utilizing Bennet Fire Products Co. (Bennet) to purchase Globe gear. This personal protective equipment consists of a custom-tailored jacket and pants. Per National Fire Protection Association (NFPA) Standard 1971, which establishes firefighting and protection standards, firefighting personal protective equipment should be custom measured for each firefighter to ensure the best fit and provide the maximum level of protection against fire, extreme heat, and smoke/carcinogens.

Bennet is one of the few authorized regional vendors to sell Globe firefighting gear in the State of Florida. It custom measures and manufactures each jacket and pant set for the firefighter that the gear is being purchased for. It has also provided the department with a lower pricing point for its products by allowing the department to "piggy back" on a contract between Bennet and Lake County (Contract No. 22-730B). This has allowed the department to save money on its purchasing of firefighting personal protective equipment.

Issue:

Should the Honorable Mayor and City Commissioners approve Bennet Fire Products Co. being added to the "single source" vendor list for the purchase of its firefighting personal protective equipment?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the addition of Bennet Fire Products Co. to the "single source" list for firefighting personal protective equipment.

Attachments:

1. Lake County Contract #22-730B

Financial Impacts:

The cost for the purchase of firefighting personnel protective equipment is included in the Fire Department's annual budget. The estimated yearly Ocoee purchases off this contract will be around \$80,000.

Type of Item: Consent



CONTRACT NO. 22-730B

For

Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

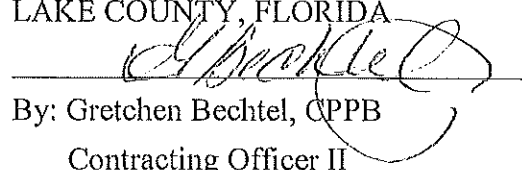
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/26/2022

ADDENDUM NO. #2

22-730

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Bennett Fire Products Company, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Bennett Fire Products Company, Inc.
Street Address: 195 Stockwood Drive, Suite 170
City: Woodstock State and ZIP Code: Georgia 30188
Mailing Address (if different): PO Box 2458
Telephone: 770-402-9910 Fax: N/A
Federal Identification Number / TIN: 58-2143532
DUNS Number: N/A

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

<i>Firm's Name Here</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		<u>www.bennettfireproducts.com</u>		
Warehouse Location(s):		Woodstock, GA		
Contact Information For Emergency/Disaster Services (24/7)				
		Name: Danny Bennett		
		Email: <u>bennettfire@att.net</u>		
		Emergency Phone: 770-402-9910		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
		as of 4/25/22		
Globe Bunker Gear custom	44.00%	10-12 months	yes	<u>www.us.msasafety.com</u>
Cairns Bunker Gear custom	42.00%	10-12 months	yes	<u>www.us.msasafety.com</u>
Globe Accessories	10.00%	30 days	yes	<u>www.us.msasafety.com</u>
Globe Footwear	31.00%	75 days	yes	<u>www.us.msasafety.com</u>
Cairns Helmets custom	25.00%	45 days	yes	<u>www.us.msasafety.com</u>
Cairns Leather Fronts	2.00%	45 days	yes	<u>www.us.msasafety.com</u>
Cairns Helmet Parts	2.00%	30 days	yes	<u>www.us.msasafety.com</u>
PGI Clothing custom	10.00%	3-4 months	yes	<u>www.pgi-inc.com</u>
PGI Hoods and Accessories	2.00%	60 days	yes	<u>www.pgi-inc.com</u>
Firecraft Gloves	5.00%	10 days	yes	<u>www.firecraftsafety.com</u>
Firecraft Gear Bags	2.00%	10 days	yes	<u>www.firecraftsafety.com</u>
Shelby Gloves	5.00%	1-2 months	yes	<u>www.shelbyglove.com</u>
Stanfield Lifeline Hoods	2.00%	1-2 months	yes	<u>www.lifeliners.com</u>
Black Diamond Rubber Boots	5.00%	4-6 months	yes	<u>www.bdboots.com</u>



Meeting Date: January 17, 2023
Item #: 7

Contact Name: CJ VanCamp
Contact Number: Ext. 2006

Department Director: Tom Smothers
City Manager: Robert Frank

Subject: Approval for Fire Department to Accept Dickey Foundation Grant. (Deputy Fire Chief Van Camp)

Background Summary:

The Ocoee Fire Department is seeking approval to accept a 100% funded grant awarded by The Dickey Foundation. The grant is to acquire one (1) Lion SmartDummy Rescue training dummy and three (3) Lion SmartDummy Rescue replacement coveralls.

On October 10, 2022, the department applied for a 100% funded grant for training equipment through The Dickey Foundation. In its grant application proposal, the department requested the purchase of one (1) Lion SmartDummy Rescue training dummy and three (3) additional replacement coveralls (to prevent wear and tear/damage) for a total cost of \$4,258. This equipment will provide the fire department with the ability to conduct critical advanced search and rescue as well as extrication training.

On November 1, 2022, the department was notified that its grant application has been approved for funding through The Dickey Foundation.

Issue:

Should the Honorable Mayor and City Commissioners approve a grant award for the purchase of a training dummy and replacement coveralls from The Dickey Foundation?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the acceptance of the grant award to the Ocoee Fire Department from The Dickey Foundation.

Attachments:

1. Dickey Foundation Grant Application

Financial Impacts:

The purchase of a Lion SmartDummy Rescue training dummy and replacement coveralls will be 100% covered by The Dickey Foundation Grant with no cost to the City of Ocoee.

Type of Item: Consent



TDF Grant Guidelines

1. The Dickey Foundation provides grants to help protect first responders.
2. The Dickey Foundation reviews grant submissions on a quarterly basis.
3. The Dickey Foundation does not sponsor events – luncheons, dinners, galas, auctions, races, tournaments, festivals, school events, etc.
4. The Dickey Foundation does not make grants to individuals.
5. The Dickey Foundation does not provide food donations. If you would like to request a donation from Dickey's Barbecue, please contact your nearest restaurant, which can be found here:
<https://www.dickeys.com/location/search-by-state>
6. If your request is not related to our mission of protecting first responders, we will be unable to respond to your request.

The Dickey Foundation Grant Application

Name and Title: Charles Van Camp, Acting Division Chief

Organization Name: Ocoee Fire Department

Chief's Name: Thomas Smothers, Fire Chief

Project name: Training Program Improvement Opportunities

Address: 563 S. Bluford Ave

Phone: (407) 905 - 3140

Email: cvancamp@ocoee.org

Organization History:

The Ocoee Fire Department is a City fire department which provides emergency services and hazard mitigation in the form of fire suppression, advanced life support, operation and technical-level rescue, and awareness level hazardous materials response. In addition to traditional emergency response services the Ocoee Fire Department also provides fire prevention, public education, disaster preparedness, and emergency management. The Ocoee Fire Department strives to maintain the high level of professionalism and be recognized as a premier organization. Providing high quality training to its firefighters is paramount to achieving this goal.

What type of organization - 501(c)3, government, school, private, etc:

Government

Organizational Structure (Staff, Board, Volunteers):

Sixty-eight (68) Dual Certified Firefighter Paramedics or Firefighter EMTs, two (2) Civilian fire inspectors, and three (3) Administrative Support Staff

Organization's Programs & Services (please include brief descriptions of each):

Fire Suppression & Rescue

As recognized by obtaining a Public Protection Class (PPC) 1 rating by the Insurance Service Office (ISO) in June 2017, the Organization has developed a delivery methodology that strives to align with NFPA 1710 standard, blended with goals to obtain and maintain the ISO PPC 1 rating, and recognizing specific community-based expectations. The current distribution of the Organizations resources are spread throughout (4) community Fire Stations.

Since becoming established as an Advanced Life Support (ALS) provider in 2008, all primary response apparatus maintains the personnel and resources to provide ALS interventions. The Organization's deployment model includes (4) ALS Engines, (2) ALS transport capable ambulance, and (1) EMS Officer. Resources are strategically located throughout the City to provide the fastest response.

Hazardous Materials

All Organization personnel are trained to the hazardous materials awareness level. The Organization maintains an automatic aid agreement with the Orange County Fire Rescue Department (OCFRD) to provide hazardous-materials response. In the event of an incident, the Organization's personnel are dispatched, arrive and assess the situation. If the incident can be mitigated with the knowledge, skills, and abilities of the Organization's personnel, then action is taken. If the event requires technician level skills, then the OCFRD is requested and the Organization personnel move into a supportive role.

Fire Prevention & Public Education

In addition to emergency services the Ocoee Fire Department provides American Heart Association (AHA) CPR courses, a twelve week citizen's public safety academy, smoke detector installation, a youth fire explorer program, along with various other public education requests. Additionally, the Organization has a citizen's advisory board. The advisory board consists of 6-15 citizen volunteers to provide guidance and insight to the fire chief on the needs and wishes of the community.

Emergency Management

The Fire Chief maintains overall responsibility for Organizational Emergency Management. The assignment of Emergency Manager has been delegated to a support officer who is responsible to the Emergency Operations Center (EOC), training, and preparation for all emergency management functions in the city. The Emergency Manager serves as a liaison to external partners including County and State emergency management offices. The EOC is located at Ocoee Fire Station Headquarters. The Emergency Manager is responsible for providing situational updates to the fire chief, city administration, and all city departments when needed.

Type of Request – Equipment, Training Repairs, Other:

Equipment

Organization Budget – Please submit an organizational budget including basic income and expense information:

Personnel Services:	\$6,222,243
Operating Expenses:	\$1,896,405
Capital:	\$48,916

Project Budget – Please submit a Project/Program Budget for this Request:

The budget for this proposal will be \$4,258. The breakdown for the costs associated with this proposal are the following:

One (1) LION SmartDummy Recue:	\$3,168.00
Three (3) LION SmartDummy Replacement Coveralls:	\$885.00
Freight:	\$205.00

Amount Requested:

The total amount requested for this proposal will be \$4,258.00

Please note any matching funds that may be available for this project:

Currently, there are no matching funds available for this proposal.

Description of Program/Project that you are requesting funding for:

The department is requesting funding for the purchase of one (1) LION SmartDummy Rescue and three replaceable overalls. The mannequin will be used to conduct advanced search and rescue and extrication training. It will also be used to assist firefighters with developing their physical fitness by allowing firefighters to drag, lift, and manipulate a heavy and life-like victim as part of their physical fitness regime.

Description of Need:

The Ocoee Fire Department is in need of a specially designed training mannequin to conduct high-quality and realistic training. The importance of top-notch training cannot be emphasized enough. Firefighters conduct high risk activities, such as searching and rescuing a victim during fires, or using the jaws of life to cut out and extricate a victim involved in a car crash. Firefighters need to constantly practice and improve on the skills and techniques that will be used during these types of incidents. Firefighters train constantly in order to provide the highest levels of service to their community.

Conducting training for firefighters require specialized equipment and facilities. Firefighters need to be able to simulate the heavy weight of a victim that needs to be dragged from a smoke or heavy heat environment. They need to be able to practice on extricating a victim from a car and lifting them out and onto a backboard. Historically, fire departments used either training mannequins that were famous for pinching or injuring firefighters due to bad design or even worse, other firefighters who could get dropped or injured while being dragged or extricated.

If this proposal is funded, the department would like to purchase one (1) LION SmartDummy Rescue mannequin and three replaceable overalls. Due to the physical nature of training, the overalls will protect and extend the useful life of the mannequin.

Specific Activities & Timeline:

1-2 months after award of grant – select vendor for the purchase of the equipment

2-4 months after award of the grant – upon receipt and any required inventory of the equipment, the training department will immediately integrate the equipment into its training program.

4-6 months after award of grant – an evaluation of the impact/benefits of the equipment will be conducted by the training department.

6 months after award of grant – the department will ensure all closeout reports associated with the grant are completed and submitted.

Objective or Goals for this Request (How will this grant help to protect first responders):

The goal of this funding proposal is to purchase a training mannequin, which will be used during training evolutions. This mannequin will enhance the training the firefighters receive by providing a realistic and durable “victim” that can be used in search and rescue and auto extrication scenarios. This will provide our firefighters with a more life-like victim that can be dragged, carried, and back boarded. Firefighters can hone their skills with this crush-resistant and rugged mannequin that offers a full range of motion without dangerous pinch points that some mannequins have.

Name of Community/Communities Served by the Request:

The residents, businesses, and visitors of the City of Ocoee will be served by this grant proposal.

How does this project align with the mission of the Dickey Foundation?

The mission of the Dickey’s Foundation is to protect first responders. Funding of this project would directly increase the health and safety of the Ocoee firefighters by providing them with a much needed lifelike mannequin to train with. This mannequin has been specially designed to be lifelike, yet rugged, while increasing firefighter safety due to its design and construction material. The only other way to achieve the realistic feel of a victim for search and rescue and extrication training is to use firefighters, which can be dangerous.

What recognition will The Dickey Foundation receive?

The organization will share the award of the grant on its social media account. It will also be willing to host a press release/social media recognition event with The Dickey Foundation.

Other (Use this space to provide any additional information that you feel would be relevant to this grant request that is not covered in the section above or respond to any other questions an individual grant maker may have)



Meeting Date: January 17, 2023
Item #: 8

Contact Name: Doug Gaines
Contact Number: Ext. 1503

Department Director: Doug Gaines
City Manager: Robert Frank

Subject: Approval of Code Enforcement Agreement with Town of Windermere with 5% Adjustment to Cover the City of Ocoee's Costs. (Acting Support Services Director Gaines)

Background Summary:

The City of Ocoee is willing to continue to provide part-time code enforcement services to the Town of Windermere with a 5% increase to cover the City of Ocoee's increased costs. The City of Ocoee will continue to make available to the Town of Windermere one (1) of the City of Ocoee's Code Enforcement Officers to provide code enforcement services within the Town of Windermere for approximately eight (8) hours a week. It is anticipated that the Code Enforcement Officer will perform the services over two (2) 4-hour segments on non-consecutive days; however, the schedule may change depending upon circumstances. If the Town of Windermere would like to use more than the weekly eight (8) hours per week, the Town will pay an overtime rate of \$57.26/hour. This is dependent upon the workload of the Code Enforcement Officer.

Issue:

The City of Ocoee is requesting to increase the hourly rate by 5% to keep up with the City's costs. This would raise the hourly rate from \$36.35 to \$38.17. The time and a half rate for overtime would be \$57.26.

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the agreement and authorize the Mayor to execute the necessary documents to implement the program. The City can continue to provide these services with no additional personnel hired.

Attachments:

1. Windermere Ocoee Code Enforcement Agreement

Financial Impacts:

The City will continue to receive approximately \$1,000 per month, which covers 20% of all costs associated with Code Enforcement Officer Theresa Rodriguez (salary, benefits, retirement costs) and annual vehicle expenses.

Type of Item: Consent

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Larry Brinson, Sr., District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

January 17, 2023

Mr. Robert Smith
Town Manager
Town of Windermere
614 Main Street, Suite A
Windermere, FL 34786

**Re: 5% Adjustment and Overtime Clause: Agreement for Code Enforcement Services
for the Town of Windermere**

Dear Robert –

The City of Ocoee is willing to continue to provide limited code enforcement services for the Town of Windermere pursuant to the terms of this letter agreement. The only changes are a 5% adjustment to keep up with the City of Ocoee's costs and an overtime clause in section 5.

1. The City of Ocoee will make available to the Town of Windermere one (1) or more of the City of Ocoee's Code Enforcement Officers to provide code enforcement services within the Town of Windermere for approximately eight (8) hours a week. It is anticipated that the Code Enforcement Officer(s) will perform the services over two (2) 4-hour segments on non-consecutive days; however, the schedule may change depending upon circumstances. Additional time for preparation and attendance at Oakland Code Enforcement Board Meetings is also authorized pursuant to this agreement. Adjustments to the hours of service provided can be made by mutual agreement between the City of Ocoee City Manager and the Town of Windermere Town Manager.
2. The parties acknowledge that the Town of Windermere has its own Code Enforcement Board that will hear code enforcement cases within the Town of Windermere and that the City of Ocoee's Code Enforcement Board will not hear code enforcement cases within the Town of Windermere.
3. The Town of Windermere will take whatever steps are necessary to authorize the City of Ocoee's code enforcement personnel to perform the services herein, including, but not limited to, swearing in such personnel for code enforcement purposes.
4. The Code Enforcement Officer(s) will perform the following tasks in providing the code enforcement services for the Town of Windermere: receiving, checking, and/or investigating code enforcement complaints; proactively driving through the Town of Windermere to monitor code compliance; issuing notices or warnings, as necessary; and preparing for and attending

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

Windermere Code Enforcement Board Meetings. The parties acknowledge that the Code Enforcement Officer(s) will utilize City of Ocoee vehicles for the services provided herein, although the Town of Windermere may provide a magnetic sticker for the vehicles with the Town of Windermere logo or information covering the City of Ocoee's.

5. The Town of Windermere will pay to the City of Ocoee **\$38.17/hour** for the work performed by the Code Enforcement Officer(s) for the Town of Windermere. The Town of Windermere will pay for such services within thirty (30) days of receipt of an invoice for the same. The parties acknowledge that the hourly rate set forth above is the sole compensation due for such services and that personnel time, wages, benefits, gas and vehicle maintenance expenses incurred by the City of Ocoee for the Code Enforcement Officer(s) and the provision of the services contemplated are included within the hourly rate. If the Town of Windermere would like to use more than the weekly eight (8) hours per week, the Town will pay an overtime rate of **\$57.26/hour**. This is dependent upon the workload of the Code Enforcement Officer.
6. The Town of Windermere agrees to release, indemnify, defend, and hold harmless the City of Ocoee, its employees, and elected officials, to the extent provided by law, for claims, injuries or damages caused or alleged to be caused by the provision of services set forth herein. Notwithstanding the foregoing, nothing herein shall be construed as a release or requirement to indemnify the City of Ocoee for the gross negligence or willful misconduct of the Code Enforcement Officer(s).
7. This agreement may be terminated by either party with at least seven (7) days' prior notice. In the event of termination, the Town of Windermere shall pay the final invoice within thirty (30) days of receipt of the final invoice.

Please do not hesitate to contact me should you have any questions.

Sincerely,
CITY OF OCOEE

Robert Frank
City Manager

CITY OF OCOEE SIGNATURE PAGE

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

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

SHUFFIELD, LOWMAN & WILSON P.A.

By: _____
City Attorney

APPROVED:

CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

DATE: _____

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



Meeting Date: January 17, 2023
Item #: 9

Contact Name: Doug Gaines
Contact Number: Ext. 1503

Department Director: Doug Gaines
City Manager: Robert Frank

**Subject: Approval of an Amendment to the CenturyLink/Lumen Master Service Agreement.
(Acting Support Services Director Gaines)**

Background Summary:

During the move to the new City Hall, it was discovered by our landline phone vendor, CenturyLink/Lumen, that the City's current contract does not accurately reflect the start of service dates and the products used by the City. Lumen determined that an amendment to the contract was necessary before the correction could occur, because Lumen failed to obtain a price proposal using their standard form. Lumen has requested that the City approve and sign an Amendment to CenturyLink Master Service Agreement, State, Local and Education Government Agencies Version. Once the Amendment is executed, the City will receive credits in the amount of \$17,947.58, plus taxes, fees, and surcharges. The credit includes \$1,070.96 in assessed finance charges that were adjusted off the account. The credit is for the late disconnect of services ETH1000-23985250 and ETH1000-24256423 at the old City Hall.

Issue:

Should the Honorable Mayor and City Commissioners approve the Amendment to CenturyLink Master Service Agreement, State, Local and Education Government Agencies Version so that pricing and products used by the City are accurate and to provide a legally binding agreement with the vendor?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Amendment to CenturyLink Master Service Agreement. Staff additionally recommends that the Mayor and City Manager be authorized to execute and submit any documents needed to implement the amendment.

Attachments:

1. Amendment to the Century Link Lumen Master Service Agreement

Financial Impacts:

The amendment allows the city to receive a credit of \$17,947.58, plus taxes, fees, and surcharges on the first invoice following the amendment approval. The total credit amount includes \$1,070.96 in assessed finance charges which were adjusted off the account.

Type of Item: Consent

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Amendment is between **CenturyLink Communications, LLC d/b/a Lumen Technologies Group** ("Lumen") and **City of Ocoee** ("Customer"). It amends the applicable Master Service Agreement – State, Local and Education Government Agencies Version, as determined by CenturyLink records and as may have been previously amended (the "Agreement"). It is effective on the date the last party signs it (the "Amendment Effective Date"). This Amendment provides the terms and conditions applicable to Customer's purchase of products and services identified in this Amendment ("Services") from CenturyLink. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **January 20, 2023** ("Cutoff Date").

1. Clarifications to Pricing. Due to an unintentional omission of signature on the original order package price quote, this Amendment is being crafted to document and clarify the applicable pricing associated with the Original Contract. Quote # Q-00904144, is attached as Exhibit A, to make that correction and acquire Customer signature. This price clarification is coterminous with the existing agreement term.

2. Current State. The above listed quote does not accurately reflect the City of Ocoee's current inventory status as several upgrades took place after the above quote. For record keeping purposes, the following documents are attached:

- Exhibit B, Quote Q-0122780 for Fiber Plus and IQ SIP.
- Exhibit C, Quote Q-01162830 for upgrades to IQ Managed Data Bundles.
- Exhibit D, Quote Q-01164223 for upgrades to IQ Managed Data Bundles.
- Exhibit E, a summary spreadsheet of transactions purchased outside the self-service portal

Please note, all transactions listed in Section 2 are for informational purposes only and current as of November 1, 2022. Any changes after this date will not be reflected.

3. Coterminous. To standardize the contract cycle, all service terms noted in this Amendment will be placed on the same term and will thus end on the same date, i.e., all services will be coterminous. This date is determined by the date the last service expires, which is documented as 07/29/2026.

4. Billing Change Date. Except for Services provided by CenturyLink affiliate, Level 3 Communications, LLC ("Level 3"), any changes to pricing of Customer's existing Services will be effective on the second full billing cycle following the Amendment Effective Date ("Billing Change Date").

3. Miscellaneous. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter, and if there are any inconsistencies between the two documents, the terms of this Amendment will control. This Amendment may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**CENTURYLINK COMMUNICATIONS, LLC DBA LUMEN
TECHNOLOGIES GROUP**

CITY OF OCOEE

Steve Arneson

Steve Arneson (Jan 9, 2023 11:31 CST)

Authorized Signature

Steve Arneson

Name Typed or Printed

Manager - Offer Management

Title

1/9/2023

Date

Authorized Signature

Name Typed or Printed

Title

Date

FOR INTERNAL CENTURYLINK REFERENCE

Contract ID(s) of Agreement being amended: 1253797

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

Exhibit A - Quote # Q-00904144



Customer Information	Account Information	Prepared By
Name: CITY OF OCOEE Primary Contact: John W Haas Primary Contact Phone: (407) 905-3100 Primary Contact Email: jhaas@ocoe.org Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 1245244 Billing Account: Billing Address: 150 N LAKESHORE DR OCOEE, FL 34761-2223 Contract ID#: 1253797 Agreement Effective Date: 12/23/2019	Name: Patrick Hancock Formally Scott Favor Phone: 334-318-6129 Email: patrick.hancock@centurylink.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ Managed Data Bundle	1	150 N LAKESHORE DR OCOEE FL 34761	IQ Networking Port - Internet	Adtran NV5660 Copper Select 8x5 NBD GIG E 500M 500 Mbps Tiered	60 Months	\$620.00	\$0.00	
Local Access	1	150 N LAKESHORE DR OCOEE FL 34761	ELA Native Single- CoS Low	CenturyLink (CLPA) GIG E 500M	60 Months	\$550.00	\$500.00	\$500.00
IQ Data Bundle	1	646 OCOEE COMMERCE PKWY OCOEE FL 34761	IQ Networking Port - Internet	Adtran NV5660 Copper Select 8x5 NBD GIG E 200M 200 Mbps Tiered	60 Months	\$341.00	\$0.00	
Local Access	1	646 OCOEE COMMERCE PKWY OCOEE FL 34761	ELA Native Single- CoS Low	CenturyLink (CLPA) GIG E 200M	60 Months	\$390.00	\$500.00	\$500.00
IQ Managed Data Bundle	1	150 N LAKESHORE DR OCOEE FL 34761	IQ Networking Port - Private	Adtran NV5660 Copper Select 8x5 NBD Fast E 100M 100 Mbps Flat	60 Months	\$285.00	\$0.00	
Local Access	1	150 N LAKESHORE DR OCOEE FL 34761	ELA Native Single- CoS Medium	CenturyLink (CLPA) Fast E 100M	60 Months	\$381.00	\$500.00	\$500.00
IQ Managed Data Bundle	1	646 OCOEE COMMERCE PKWY OCOEE FL 34761	IQ Networking Port - Private	Adtran NV5660 Copper Select 8x5 NBD Fast E 100M 100 Mbps Flat	60 Months	\$285.00	\$0.00	
Local Access	1	646 OCOEE COMMERCE PKWY OCOEE FL 34761	ELA Native Single- CoS Medium	CenturyLink (CLPA) Fast E 100M	60 Months	\$381.00	\$500.00	\$500.00
IQ Managed Data Bundle	1	301 MAGUIRE ROAD EXT OCOEE FL 34761	IQ Networking Port - Private	Adtran Select 8x5 NBD Fast E 10M 10 Mbps Flat	60 Months	\$160.00	\$0.00	
Local Access	1	301 MAGUIRE ROAD EXT OCOEE FL 34761	ELA Native Single- CoS Medium	CenturyLink (CLPA) Fast E 10M	60 Months	\$220.00	\$500.00	\$500.00



IQ Managed Data Bundle	1	1820 A D MIMS RD OCOEE FL 34761	IQ Networking Port - Private	Adtran NV5660 Copper Select 8x5 NBD Fast E 100M 100 Mbps Flat	60 Months	\$285.00	\$0.00	
Local Access	1	1820 A D MIMS RD OCOEE FL 34761	ELA Native Single- CoS Medium	CenturyLink (CLPA) Fast E 100M	60 Months	\$381.00	\$500.00	\$500.00
IQ Managed Data Bundle	1	1800 A D MIMS RD OCOEE FL 34761	IQ Networking Port - Private	Adtran NV5660 Copper Select 8x5 NBD Fast E 100M 100 Mbps Flat	60 Months	\$285.00	\$0.00	
Local Access	1	1800 A D MIMS RD OCOEE FL 34761	ELA Native Single- CoS Medium	CenturyLink (CLPA) Fast E 100M	60 Months	\$381.00	\$500.00	\$500.00
IQ Managed Data Bundle	1	175 N BLUFORD AVE OCOEE FL 34761	IQ Networking Port - Private	Adtran NV5660 Copper Select 8x5 NBD Fast E 100M 100 Mbps Flat	60 Months	\$285.00	\$0.00	
Local Access	1	175 N BLUFORD AVE OCOEE FL 34761	ELA Native Single- CoS Medium	CenturyLink (CLPA) Fast E 100M	60 Months	\$381.00	\$500.00	\$500.00
IQ Managed Data Bundle	1	563 S BLUFORD AVE OCOEE FL 34761	IQ Networking Port - Private	Adtran Select 8x5 NBD Fast E 10M 10 Mbps Flat	60 Months	\$160.00	\$0.00	
Local Access	1	563 S BLUFORD AVE OCOEE FL 34761	ELA Native Single- CoS Medium	CenturyLink (CLPA) Fast E 10M	60 Months	\$220.00	\$500.00	\$500.00
IQ Managed Data Bundle	1	2515 MAGUIRE RD OCOEE FL 34761	IQ Networking Port - Private	Adtran Select 8x5 NBD Fast E 10M 10 Mbps Flat	60 Months	\$160.00	\$0.00	
Local Access	1	2515 MAGUIRE RD OCOEE FL 34761	ELA Native Single- CoS Medium	CenturyLink (CLPA) Fast E 10M	60 Months	\$220.00	\$500.00	\$500.00
Service Sub Total:						\$6,371.00	\$0.00	

"Terms and Conditions for CenturyLink IQ Managed Data Bundle Offer"

CenturyLink IQ Managed Data Bundle services under: (a) the Managed Data Bundle Offer Attachment ("Attachment") and (b) the CenturyLink IQ Networking, Local Access, Rental CPE, and Network Management Service Exhibits.

CenturyLink IQ Managed Data Bundle is a bundle composed of the following services: (a) CenturyLink IQ Networking (b) Local Access and (c) Rental CPE and (d) Network Management Service. The bundle type appears in the first "IQ Managed Data Bundle" row under the "Service Attributes" column. The details for CenturyLink IQ Networking appear in the first "IQ Managed Data Bundle" row under the "Service Details" column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The details for Rental CPE (CPE type and maintenance type) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The details for Network Management Service (Select or Comprehensive) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The charges for Local Access are NOT included in the IQ Managed Data Bundle Monthly Recurring Charge (MRC). The Local Access charges are listed as a separate line item in the Pricing Table.

If Customer orders Diversity Enhancement or Diversity Backhaul, the Domestic Network Diversity Service Exhibit applies. A copy of the Domestic Network Diversity Service Exhibit is available upon request.

If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request.

"Terms and Conditions for CenturyLink IQ Data Bundle Offer"

CenturyLink provides CenturyLink IQ Data Bundle services under: (a) the Data Bundle Offer Attachment ("Attachment") and (b) the CenturyLink IQ Networking, Local Access and Rental CPE Service Exhibits.

CenturyLink IQ Data Bundle is a bundle composed of the following services: (a) CenturyLink IQ Networking (b) Local Access and (c) Rental CPE. The bundle type appears in the first "IQ Data Bundle" row under the "Service Attributes" column. The details for CenturyLink IQ Networking appear in the first "IQ Data Bundle" row under the "Service Details" column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The details for Rental CPE (CPE type and maintenance type) appear in the first "IQ Data Bundle" row under the "Service Attributes" column of the above table. The charges for Local Access are NOT included in the IQ Data Bundle Monthly Recurring Charge (MRC). The Local Access charges are listed as a separate line item in the Pricing Table.

If Customer orders Diversity Enhancement or Diversity Backhaul, the Domestic Network Diversity Service Exhibit applies. A copy of the Domestic Network Diversity Service Exhibit is available upon request.

If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request.

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Hosted VoIP	1	150 N LAKESHORE DR OCOEE FL 34761		Total Seat Band: 151+ Seats	60 Months	\$0.00	\$0.00	
	72		Seat Type : Standard	Polycom VVX 411	60 Months	\$1,296.00	\$0.00	
	3		Seat Type : Receptionist	Polycom VVX 411 w/ 1 Sidecar	60 Months	\$99.00	\$0.00	
	5		Hunt Group(s)		60 Months	\$20.00	\$50.00	
	5		Auto Attendant(s)		60 Months	\$50.00	\$50.00	\$50.00
	3		Seat Type : Conference Room	Polycom SoundStation IP 6000	60 Months	\$66.00	\$0.00	
	1		Anywhere TN(s)		60 Months	\$16.00	\$10.00	\$10.00
Hosted VoIP	1	175 N BLUFORD AVE OCOEE FL 34761		Total Seat Band: 151+ Seats	60 Months	\$0.00	\$0.00	
	19		Seat Type : Standard	Polycom VVX 411	60 Months	\$342.00	\$0.00	
	1		Seat Type : Receptionist	Polycom VVX 411 w/ 1 Sidecar	60 Months	\$33.00	\$0.00	
	1		Seat Type : Conference Room	Polycom SoundStation IP 5000	60 Months	\$22.00	\$0.00	
	1		Hunt Group(s)		60 Months	\$4.00	\$10.00	\$10.00
	1		Auto Attendant(s)		60 Months	\$10.00	\$10.00	\$10.00
Hosted VoIP	1	563 S BLUFORD AVE OCOEE FL 34761		Total Seat Band: 151+ Seats	60 Months	\$0.00	\$0.00	
	26		Seat Type : Standard	Polycom VVX 411	60 Months	\$468.00	\$0.00	
	1		Seat Type : Receptionist	Polycom VVX 411 w/ 1 Sidecar	60 Months	\$33.00	\$0.00	
	1		Seat Type : Conference Room	Polycom SoundStation IP 5000	60 Months	\$22.00	\$0.00	



	1		Hunt Group(s)		60 Months	\$4.00	\$10.00	\$10.00
	1		Auto Attendant(s)		60 Months	\$10.00	\$10.00	\$10.00
Hosted VoIP	1	2515 MAGUIRE RD OCOEE FL 34761		Total Seat Band: 151+ Seats	60 Months	\$0.00	\$0.00	
	7		Seat Type : Standard	Polycom VVX 411	60 Months	\$126.00	\$0.00	
	1		Seat Type : Receptionist	Polycom VVX 411 w/ 1 Sidecar	60 Months	\$33.00	\$0.00	
	1		Auto Attendant(s)		60 Months	\$10.00	\$10.00	\$10.00
	1		Hunt Group(s)		60 Months	\$4.00	\$10.00	\$10.00
Hosted VoIP	1	1800 A D MIMS RD OCOEE FL 34761		Total Seat Band: 151+ Seats	60 Months	\$0.00	\$0.00	
	20		Seat Type : Standard	Polycom VVX 411	60 Months	\$360.00	\$0.00	
	1		Seat Type : Receptionist	Polycom VVX 411 w/ 1 Sidecar	60 Months	\$33.00	\$0.00	
	1		Seat Type : Conference Room	Polycom SoundStation IP 5000	60 Months	\$22.00	\$0.00	
	1		Hunt Group(s)		60 Months	\$4.00	\$10.00	\$10.00
	1		Auto Attendant(s)		60 Months	\$10.00	\$10.00	\$10.00
Hosted VoIP	1	1820 A D MIMS RD OCOEE FL 34761		Total Seat Band: 151+ Seats	60 Months	\$0.00	\$0.00	
	11		Seat Type : Standard	Polycom VVX 411	60 Months	\$198.00	\$0.00	
	1		Seat Type : Receptionist	Polycom VVX 411 w/ 1 Sidecar	60 Months	\$33.00	\$0.00	
	2		Seat Type : Analog	Adtran 908	60 Months	\$98.00	\$0.00	
	1		Hunt Group(s)		60 Months	\$4.00	\$10.00	\$10.00
	1		Auto Attendant(s)		60 Months	\$10.00	\$10.00	\$10.00
Hosted VoIP	1	301 MAGUIRE ROAD EXT OCOEE FL 34761		Total Seat Band: 151+ Seats	60 Months	\$0.00	\$0.00	
	14		Seat Type : Standard	Polycom VVX 411	60 Months	\$252.00	\$0.00	
	1		Seat Type : Receptionist	Polycom VVX 411 w/ 1 Sidecar	60 Months	\$33.00	\$0.00	
	1		Auto Attendant(s)		60 Months	\$10.00	\$10.00	\$10.00
	1		Hunt Group(s)		60 Months	\$4.00	\$10.00	\$10.00
Hosted VoIP	1	646 OCOEE COMMERCE PKWY OCOEE FL 34761		Total Seat Band: 151+ Seats	60 Months	\$0.00	\$0.00	
	38		Seat Type : Standard	Polycom VVX 411	60 Months	\$684.00	\$0.00	
	1		Seat Type : Receptionist	Polycom VVX 411 w/ 1 Sidecar	60 Months	\$33.00	\$0.00	
	1		Seat Type : Analog	Adtran 908	60 Months	\$49.00	\$0.00	
	1		Seat Type : Conference Room	Polycom SoundStation IP 6000	60 Months	\$22.00	\$0.00	
	1		Hunt Group(s)		60 Months	\$4.00	\$10.00	\$10.00
	1		Auto Attendant(s)		60 Months	\$10.00	\$10.00	\$10.00



Service Sub Total:	\$4,541.00	\$0.00
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"Terms and Conditions for CenturyLink Hosted VoIP Service"

Hosted VoIP terms and conditions are located in the CenturyLink Hosted VoIP Service Exhibit.

1. Hosted VoIP Pricing. CenturyLink will charge Customer and Customer will pay the rates set forth in this Order and in the Hosted VoIP Service Rate Sheet located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf>. In the event of a conflict, the following order of precedence will apply in descending order of control: this Order, the Hosted VoIP Service Rate Sheet, and any other pricing documents.

1.1 Seat Pricing. Seat pricing tables are found in the Hosted VoIP Service Rate Sheet. Charges are based on the Initial Term length, and the total number of seats across all locations. Customer will review the seat range pricing before making modifications in the VoIP portal.

1.2 Phone Upgrade Pricing. Pricing for phone upgrades is found in the Hosted VoIP Service Rate Sheet.

1.3 Additional Charges. Please see the Hosted VoIP Service Rate Sheet for additional charges, which includes pricing for additional features such as Hunt Groups, Auto Attendant, Receptionist Web Console, Business Communicator, Voice Mail Seats, Available TNs, white page listings, and directory assistance; the terms and pricing for LD/TF Offer; Upgrade/MACD charges; and other charges. Any reference to "Basic White Page Listing" in the table above is also known as "Basic business white page listing" in the Hosted VoIP Service Rate Sheet.

1.4 MACD. In the event customer chooses to move, add, change or delete a Hosted VoIP Service or a portion of such Service, Customer must access the VoIP portal at <https://centurylink.com/voip> to place orders. Modifications made by Customer in the VoIP portal may impact pricing for Services ordered under this Order.

1.5 911. Service is subject to the 911 Emergency Service Acknowledgment below.

911 EMERGENCY SERVICE ACKNOWLEDGMENTS:

Customer Initials: _____

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A CenturyLink OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$10,912.00	\$0.00

SLED Terms and Conditions Governing This Order

1. "CenturyLink" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a CenturyLink Technologies Group or its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by CenturyLink, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink.

2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and CenturyLink ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable CenturyLink Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and CenturyLink do not have a current Existing Agreement, then the current applicable CenturyLink Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "CenturyLink MSA"), and applicable Service Attachment(s) for the Services described in this Order, will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedule(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard applicable CenturyLink MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.CenturyLink.com/taxes or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.CenturyLink.com/login>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.CenturyLink.com/ancillary-fees. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.

9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of a waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

Exhibit B - Quote # Q-01252780

ICustomer Information	Account Information	Prepared By
Name: CITY OF OCOEE Primary Contact: Al Butler Primary Contact Phone: (407) 905-3100 x1543 Primary Contact Email: abutler@ci.ocoee.fl.us Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 1245244 Billing Account: Billing Address: 150 N LAKESHORE DR OCOEE, FL 34761-2223 Contract ID#: 1253797 (Internal Use Only)	Name: Patrick Hancock Phone: (334) 318-6129 Email: patrick.hancock@lumen.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Fiber+ Internet	1	1 N BLUFORD AVE OCOEE FL 34761		Adtran Netvanta 5680 Pro 1G	36 Months	\$1,170.00	\$99.00	\$99.00
Building Extension	1		Building Extension		36 Months	\$0.00	\$0.00	
	1		Business Essentials - Standard	Includes 10 Licenses	36 Months	\$0.00	\$0.00	
	1		Pro MET 24x7 Professional	Pro 1G 24x7	36 Months	\$40.00	\$0.00	
Service Sub Total:						\$1,210.00	\$0.00	

"Terms and Conditions for Fiber+ Internet Bundle Offer"

Lumen provides Fiber+ Internet services under: (a) the Fiber+ Internet Package Attachment ("Attachment") and (b) the Domestic CenturyLink IQ Networking, Local Access, and Rental CPE Service Exhibits. The Attachment and Service Exhibits applicable to Customers purchasing Fiber+ Internet services for wholesale purposes are found at http://www.centurylink.com/legal/FiberPlus_Wholesale.pdf.

The Fiber+ Internet Package type appears in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The CenturyLink IQ Networking port is an Internet Port. The port bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The Local Access bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The package pricing includes the Local Access MRC and the Rental CPE MRC. Lumen will provide the rental equipment while Customer purchases the Services from Lumen. Lumen may provide equipment from various manufacturers at its discretion. The Rental CPE maintenance is ProMET On-Site Standard (8x5, on-site, next business day) maintenance unless "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table. If "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table, the Rental CPE maintenance is ProMET On-Site Premium (24x7, on-site, 4-hour response) maintenance for that location. There is an additional MRC for ProMET On-Site Premium maintenance. Customer's site must qualify for ProMET On-Site Premium maintenance.

Upgrade/MACD pricing and Other Charges are per the online Rate Sheet located at: http://www.centurylink.com/legal/FiberPlus_offers/FiberPlus_offers_Rate_Sheet_v1.pdf ("Rate Sheet"). These rates may not apply if Service is being purchased for wholesale purposes.

As part of the Service provisioning process, Lumen will identify whether Customer's Local Access functionality is IP Connection as described in the Local Access service-specific terms. If it is, Customer agrees to use the CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection Local Access functionality is used in conjunction with a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (iii) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use NBS with the Private Port or (iv) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted in (i) and (ii) above.

No Resale. Customer warrants: 1) Services are for its own use and 2) it will not resell the Services or extend any Services for a fee to others, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law, unless Service is

purchased for wholesale purposes.

If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request.

Customer is currently eligible to receive the following optional business applications provided by Lumen with the Fiber+ Internet Bundle at no additional charge. Customer will receive a URL and temporary log-in credentials to access Control Center once Customer's order is submitted. Customer will need to sign on and change these credentials within 24 hours. Once Customer's circuit is live, Customer will be able to log in to the Management Console using those Control Center credentials. By signing on and activating the applications, Customer will be accepting the terms and conditions for usage of those applications. These optional business applications are governed by the terms and conditions found at <https://apps.centurylink.com/terms-conditions> and not by this Agreement.

Customer's site must qualify for ProMET® Premium On-Site Maintenance.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	10 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	5GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	10 Licenses at 10GB each
Cloud Fax	20 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional CenturyLink business applications services at the following website:
<https://apps.centurylink.com/login>. Additional charges will apply

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Hosted VoIP	1	1 N BLUFORD AVE OCOEE FL 34761		Total Seat Band: 151+ Seats	36 Months	\$0.00	\$0.00	
	1		Basic White Page Listing		36 Months	\$1.95	\$0.00	
	1		Auto Attendant(s)		36 Months	\$10.00	\$10.00	\$10.00
	1		Seat Type : Analog	Polycom Obi 302	36 Months	\$16.00	\$29.00	\$29.00
	1		Hunt Group(s)		36 Months	\$3.95	\$10.00	\$10.00
	1		Anywhere TN(s)		36 Months	\$16.00	\$10.00	\$10.00
Service Sub Total:						\$47.90	\$0.00	

"Terms and Conditions for CenturyLink Hosted VoIP Service"

Hosted VoIP terms and conditions are located in the CenturyLink Hosted VoIP Service Exhibit.

1. Hosted VoIP Pricing. Lumen will charge Customer and Customer will pay the rates set forth in this Order and in the Hosted VoIP Service Rate Sheet located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf>. In the event of a conflict, the following order of precedence will apply in descending order of control: this Order, the Hosted VoIP Service Rate Sheet, and any other pricing documents.

1.1 Seat Pricing. Seat pricing tables are found in the Hosted VoIP Service Rate Sheet. Charges are based on the Initial Term length, and the total number of seats across all locations. Customer will review the seat range pricing before making modifications in the VoIP portal.

1.2 Phone Upgrade Pricing. Pricing for phone upgrades is found in the Hosted VoIP Service Rate Sheet.

1.3 Additional Charges. Please see the Hosted VoIP Service Rate Sheet for additional charges, which includes pricing for additional features such as Hunt Groups, Auto Attendant, Receptionist Web Console, Business Communicator, Voice Mail Seats, Available TNs, white page listings, and directory assistance; the terms and pricing for LD/TF Offer; Upgrade/MACD charges; and other charges. Any reference to "Basic White Page Listing" in the table above is also known as "Basic business white page listing" in the Hosted VoIP Service Rate Sheet.

1.4 MACD. In the event customer chooses to move, add, change or delete a Hosted VoIP Service or a portion of such Service, Customer must access the VoIP portal at <https://centurylink.com/voip> to place orders. Modifications made by Customer in the VoIP

portal may impact pricing for Services ordered under this Order.
 1.5 911. Service is subject to the 911 Emergency Service Acknowledgment below.

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ Data Bundle	1	1 N BLUFORD AVE OCOEE FL 34761	IQ Networking Port - Private	500 Mbps Tiered Adtran NV5660 SMF Pro GIG E 500M	36 Months	\$800.00	\$0.00	
	1		Pro MET 24x7 Professional	Tiered 500 Mbps Pro 24x7	36 Months	\$0.00	\$0.00	
Local Access	1	1 N BLUFORD AVE OCOEE FL 34761	ELA Native Single- CoS Low	Lumen (LPA) GIG E 500M	36 Months	\$800.00	\$500.00	\$500.00
Service Sub Total:						\$1,600.00	\$0.00	

"Terms and Conditions for CenturyLink IQ Data Bundle Offer"

Lumen provides CenturyLink IQ Data Bundle services under: (a) the Data Bundle Offer Attachment ("Attachment") and (b) the CenturyLink IQ Networking, Local Access and Rental CPE Service Exhibits.

CenturyLink IQ Data Bundle is a bundle composed of the following services: (a) CenturyLink IQ Networking (b) Local Access and (c) Rental CPE. The bundle type appears in the first "IQ Data Bundle" row under the "Service Attributes" column. The details for CenturyLink IQ Networking appear in the first "IQ Data Bundle" row under the "Service Details" column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The details for Rental CPE (CPE type and maintenance type) appear in the first "IQ Data Bundle" row under the "Service Attributes" column of the above table. The charges for Local Access are NOT included in the IQ Data Bundle Monthly Recurring Charge (MRC). The Local Access charges are listed as a separate line item in the Pricing Table.

If Customer orders Diversity Enhancement or Diversity Backhaul, the Domestic Network Diversity Service Exhibit applies. A copy of the Domestic Network Diversity Service Exhibit is available upon request.

If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request.

Customer's site must qualify for ProMET® Premium On-Site Maintenance.

911 EMERGENCY SERVICE ACKNOWLEDGMENTS:

Customer Initials: 

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT

<http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 2,857.90	\$ 0.00

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order, will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedules(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard applicable Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.lumen.com/login>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Customer: CITY OF OCOEE

Authorized Signature

Name Typed or Printed

Title

Date

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

Exhibit C - Quote # Q-01162830

Customer Information	Account Information	Prepared By
Name: CITY OF OCOEE Primary Contact: Al Butler Primary Contact Phone: (407) 905-3100 x1543 Primary Contact Email: abutler@ci.occoee.fl.us Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 1245244 Billing Account: Billing Address: 150 N LAKESHORE DR OCOEE, FL 34761-2223 Contract ID#: 4280445 1253797 (Internal Use Only)	Name: Scott Favor Phone: (321) 256-3671 Email: scott.favor@lumen.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ Managed Data Bundle	1	563 S BLUFORD AVE OCOEE FL 34761	IQ Networking Port - Private	100 Mbps Tiered Adtran NV5660 Copper Select 8x5 NBD Fast E 100M	60 Months	\$285.00	\$0.00	
Local Access	1	563 S BLUFORD AVE OCOEE FL 34761	ELA Native Single- CoS Medium	Lumen (LPA) Fast E 100M	60 Months	\$381.00	\$500.00	\$500.00
IQ Managed Data Bundle	1	301 MAGUIRE ROAD EXT OCOEE FL 34761	IQ Networking Port - Private	50 Mbps Tiered Adtran Select 8x5 NBD Fast E 50M	60 Months	\$200.00	\$0.00	
Local Access	1	301 MAGUIRE ROAD EXT OCOEE FL 34761	ELA Native Single- CoS Medium	Lumen (LPA) Fast E 50M	60 Months	\$300.00	\$500.00	\$500.00
Service Sub Total:						\$1,166.00	\$0.00	

"Terms and Conditions for CenturyLink IQ Managed Data Bundle Offer"

Lumen provides CenturyLink IQ Managed Data Bundle services under: (a) the Managed Data Bundle Offer Attachment ("Attachment") and (b) the CenturyLink IQ Networking, Local Access, Rental CPE, and Network Management Service Exhibits.

CenturyLink IQ Managed Data Bundle is a bundle composed of the following services: (a) CenturyLink IQ Networking (b) Local Access and (c) Rental CPE and (d) Network Management Service. The bundle type appears in the first "IQ Managed Data Bundle" row under the "Service Attributes" column. The details for CenturyLink IQ Networking appear in the first "IQ Managed Data Bundle" row under the "Service Details" column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The details for Rental CPE (CPE type and maintenance type) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The details for Network Management Service (Select or Comprehensive) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The charges for Local Access are NOT included in the IQ Managed Data Bundle Monthly Recurring Charge (MRC). The Local Access charges are listed as a separate line item in the Pricing Table.

If Customer orders Diversity Enhancement or Diversity Backhaul, the Domestic Network Diversity Service Exhibit applies. A copy of the Domestic Network Diversity Service Exhibit is available upon request.

If Customer orders Building Extension Service, the Building Extension Service Schedule applies. A copy of the Building Extension Service Schedule is available upon request.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 1,166.00	\$ 0.00

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen.
2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order, will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedules(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard applicable Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).

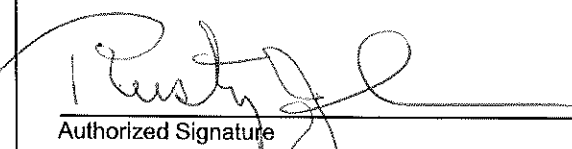
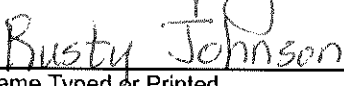
8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

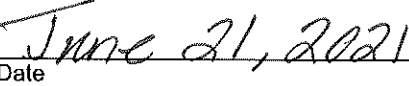
9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s).

despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

Customer: CITY OF OCOEE

Authorized Signature

Name Typed or Printed

Title

Date

Acknowledged


 Steve Arneson (Jun 18, 2021 12:17 CDT)

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

Exhibit D - Quote # Q-01164223

Customer Information	Account Information	Prepared By
Name: CITY OF OCOEE Primary Contact: Al Butler Primary Contact Phone: (407) 905-3100 x1543 Primary Contact Email: abutler@ci.ocoee.fl.us Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 1245244 Billing Account: Billing Address: 150 N LAKESHORE DR OCOEE, FL 34761-2223 Contract ID#: 4263445 1253797 (Internal Use Only)	Name: Scott Favor Phone: (321) 256-3671 Email: scott.favor@lumen.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ Managed Data Bundle	1	150 N LAKESHORE DR OCOEE FL 34761	IQ Networking Port - Private	200 Mbps Tiered Adtran NV5660 Copper Select 8x5 NBD GIG E 200M	60 Months	\$376.00	\$0.00	
Local Access	1	150 N LAKESHORE DR OCOEE FL 34761	ELA Native Single- CoS Medium	Lumen (LPA) GIG E 200M	60 Months	\$390.00	\$500.00	\$500.00
IQ Managed Data Bundle	1	646 OCOEE COMMERCE PKWY OCOEE FL 34761	IQ Networking Port - Private	200 Mbps Tiered Adtran NV5660 Copper Select 8x5 NBD GIG E 200M	60 Months	\$376.00	\$0.00	
Local Access	1	646 OCOEE COMMERCE PKWY OCOEE FL 34761	ELA Native Single- CoS Medium	Lumen (LPA) GIG E 200M	60 Months	\$390.00	\$500.00	\$500.00
Service Sub Total:						\$1,532.00	\$0.00	

"Terms and Conditions for CenturyLink IQ Managed Data Bundle Offer"

Lumen provides CenturyLink IQ Managed Data Bundle services under: (a) the Managed Data Bundle Offer Attachment ("Attachment") and (b) the CenturyLink IQ Networking, Local Access, Rental CPE, and Network Management Service Exhibits.

CenturyLink IQ Managed Data Bundle is a bundle composed of the following services: (a) CenturyLink IQ Networking (b) Local Access and (c) Rental CPE and (d) Network Management Service. The bundle type appears in the first "IQ Managed Data Bundle" row under the "Service Attributes" column. The details for CenturyLink IQ Networking appear in the first "IQ Managed Data Bundle" row under the "Service Details" column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The details for Rental CPE (CPE type and maintenance type) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The details for Network Management Service (Select or Comprehensive) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The charges for Local Access are NOT included in the IQ Managed Data Bundle Monthly Recurring Charge (MRC). The Local Access charges are listed as a separate line item in the Pricing Table.

If Customer orders Diversity Enhancement or Diversity Backhaul, the Domestic Network Diversity Service Exhibit applies. A copy of the Domestic Network Diversity Service Exhibit is available upon request.

If Customer orders Building Extension Service, the Building Extension Service Schedule applies. A copy of the Building Extension Service Schedule is available upon request.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 1,532.00	\$ 0.00

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen.
2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order, will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedule(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard applicable Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).

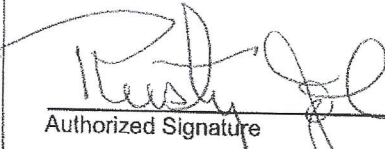
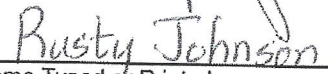
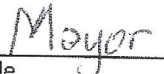
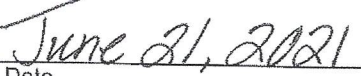
8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s)

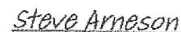
despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

Customer: CITY OF OCOEE	
	
Authorized Signature	
	
Name Typed or Printed	
	
Title	
	
Date	

Acknowledged


 Steve Arneson (Jun 18, 2021 12:17 CDT)

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

Exhibit E – Current State Spreadsheet

City of Ocoee - Current State- EXHIBIT E

Contact: John Haas
IT Operations Manager
1 N Bluford Ave
Ocoee, FL 34761
407-554-7119

BAN:	90165647			
Pramata:	1253797 (MSA)	2221576 (Upgrade)	21769 (Upgrade)	3034727 (New City Hall)
OMR:	R105595 (MSA)	R287349 (Upgrade)	87783 (Upgrade)	R391255 (New City Hall)
Term:	60 Mth	60Mth	60 Mth	36 Mth
Signed:	12/19/2019	6/21/2021	6/21/2021	3/30/2022

Hosted VoIP and Wan Network by Location																			
Location Description			Internet IQ Port/Loop & Fiber+ Internet bundle									Private IQ Port/Loop & IQ Data bunle							
			Circuit ID	Port Circuit Name	Bandwidth	Port Cost	Loop Circuit	Loop Cost	Effective	End	Contract	Circuit ID	Circuit Name	Bandwidth	Direct	Loop	Direct Cost	Effective	End
*Old City Hall	154982335	150 N Lakeshore Dr	ETH1000-23985250	IQ20788959	500 Mbps	\$620.00	LL20788961	\$550.00	2/4/2020	2/4/2025	1253797/R105595	ETH1000-24256423	IQ20788963	200 Mbps	\$376.00	LL20788960	\$390.00	7/30/2021	2221769/R287783
Police HQ	154995360	646 Ocoee Commerce Pkwy										ETH1000-24256451	IQ20788969	200 Mbps	\$376.00	LL20788972	\$390.00	7/30/2021	2221769/R287783
Fire Station 39	154995363	2515 Maguire Rd										ETH100-23985246	IQ20788967	10 Mbps	\$160.00	LL20788966	\$220.00	7/16/2020	1253797/R105595
Fire Station 25	154995364	563 S Bluford Ave										ETH100-23985252	IQ20788970	100 Mbps	\$285.00	LL20788968	\$381.00	6/21/2021	2221576/R287349
Public Works	154995365	301 Maguire Rd										ETH100-23982742	IQ20787397	50 Mbps	\$200.00	LL20787395	\$300.00	6/21/2021	2221576/R287349
Utilities Admin	154995366	1800 A D Mims Rd										ETH100-23982754	IQ20787396	100 Mbps	\$285.00	LL20787394	\$381.00	12/2/2020	1253797/R105595
Beech Rec Center	154995367	1820 A D Mims Rd										ETH100-23982748	IQ20787399	100 Mbps	\$285.00	LL20787400	\$381.00	7/22/2020	1253797/R105595
New City Hall	156844347	1 N BLUFORD AVE										ETH1000-24395375	IQ21246289	500Mbps	\$800.00	LL21246290	\$800.00	6/21/2022	3034727/R391255
New Ciry Hall	156844346	1 N BLUFORD AVE	ETH1000-24395374	IQ21246396	1000 Mbps	N/A	LL21246397	\$1,210.00	6/27/2022	6/27/2027	3034727/R391255								

* Disconnect submitted for these services

Hosted VoIP Services by Location																											
Location Description																									White Pages Listing		
			Standard Seat			Receptionist Seat			Conference Seat			Analog Seat			Auto Attendant			Hunt Group			Available TNs			Anywhere TNs			
Name	Location ID	Address	Quantity	Price	Contract	Quantity	Cost	Contract	Quantity	Cost	Contract	Quantity	Cost	Contract	Quantity	Cost	Contract	Quantity	Cost	Contract	Quantity	Cost	Contract	Quantity	Cost	Contract	
*Old City Hall	154982335	150 N Lakeshore Dr	97	\$1,746.00	1253797/R105595	0	\$0.00	1253797/R105595	1	\$24.00	1253797/R105595	0	\$0.00	1253797/R105595	5	\$50.00	1253797/R105595	1	\$4.00	1253797/R105595	1	\$0.18	1253797/R105595	1	\$16.00	1253797/R105595	\$1.95
Police HQ	154995360	646 Ocoee Commerce Pkwy	44	\$792.00	1253797/R105595	1	\$33.00	1253797/R105595	1	\$24.00	1253797/R105595	1	\$49.00	1253797/R105595	1	\$10.00	1253797/R105595	0	\$0.00	1253797/R105595	8	\$1.26	1253797/R105595	0	\$0.00	1253797/R105595	\$1.95
Fire Station 39	154995363	2515 Maguire Rd	6	\$108.00	1253797/R105595	0	\$0.00	1253797/R105595	0	\$0.00	1253797/R105595	0	\$0.00	1253797/R105595	0	\$0.00	1253797/R105595	0	\$0.00	1253797/R105595	1	\$0.18	1253797/R105595	0	\$0.00	1253797/R105595	\$1.95
Fire Station 25	154995364	563 S Bluford Ave	27	\$486.00	1253797/R105595	0	\$0.00	1253797/R105595	1	\$24.00	1253797/R105595	0	\$0.00	1253797/R105595	1	\$10.00	1253797/R105595	1	\$4.00	1253797/R105595	2	\$0.32	1253797/R105595	0	\$0.00	1253797/R105595	\$1.95
Public Works	154995365	301 Maguire Rd	16	\$288.00	1253797/R105595	0	\$0.00	1253797/R105595	0	\$0.00	1253797/R105595	1	\$49.00	1253797/R105595	0	\$0.00	1253797/R105595	0	\$0.00	1253797/R105595	4	\$0.72	1253797/R105595	1	\$16.00	1253797/R105595	\$1.95
Utilities Admin	154995366	1800 A D Mims Rd	15	\$270.00	1253797/R105595	1	\$33.00	1253797/R105595	1	\$24.00	1253797/R105595	0	\$0.00	1253797/R105595	0	\$0.00	1253797/R105595	0	\$0.00	1253797/R105595	3	\$0.54	1253797/R105595	0	\$0.00	1253797/R105595	\$1.95
Beech Rec Center	154995367	1820 A D Mims Rd	5	\$90.00	1253797/R105595	0	\$0.00	1253797/R105595	0	\$0.00	1253797/R105595	2	\$98.00	1253797/R105595	0	\$0.00	1253797/R105595	0	\$0.00	1253797/R105595	2	\$0.36	1253797/R105595	0	\$0.00	1253797/R105595	\$1.95
New City Hall	156844346	1 N BLUFORD AVE	247	\$4,446.00	3034727/R391255	0	\$0.00	3034727/R391255	0	\$0.00	3034727/R391255	1	\$49.00	3034727/R391255	5	50	3034727/R391255	2	\$8.00	3034727/R391255	0	\$0.00	3034727/R391255	1	\$16.00	3034727/R391255	\$1.95

BAN 90261452
Pramata: 1263173
OMR: R112598

DIA Network by Location (No Action at this time)											
Location Description			Internet IQ Port/LOOP								
			Circuit ID	Port Circuit Name	Bandwidth	Port Cost	Loop Circuit	Loop Cost	Effective	End	Contract
Utilities Admin	155117945	1800 A D MIMS RD	ETH100-24005748	IQ20817600	100 Mbps	\$320.00	LL20817603	\$381.00	4/29/2020		1263173/R112598
Fire Station 25	155136876	563 S BLUFORD AVE	ETH100-24005753	IQ20817602	100 Mbps	\$320.00	LL20817599	\$381.00	3/30/2020		1263173/R112598
Police HQ	155136877	646 OCOEE COMMERCE PKWY	ETH100-24005755	IQ20817601	100 Mbps	\$320.00	LL20817608	\$381.00	5/9/2020		1263173/R112598

R406677 Opp ID# 58334996Pre Signature Request before Customer Signed

Final Audit Report

2023-01-09

Created:	2023-01-09
By:	Patrick Hancock (patrick.hancock@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6uwwwF4Jn5dufJfqT-3yDE1qcXNIBCaF

"R406677 Opp ID# 58334996Pre Signature Request before Customer Signed" History

-  Document created by Patrick Hancock (patrick.hancock@lumen.com)
2023-01-09 - 5:18:43 PM GMT- IP address: 155.70.52.170
-  Document emailed to pomdirectorsignature@centurylink.com for signature
2023-01-09 - 5:20:17 PM GMT
-  Email viewed by pomdirectorsignature@centurylink.com
2023-01-09 - 5:28:37 PM GMT- IP address: 104.47.58.126
-  Signer pomdirectorsignature@centurylink.com entered name at signing as Steve Arneson
2023-01-09 - 5:31:33 PM GMT- IP address: 71.94.96.215
-  Document e-signed by Steve Arneson (pomdirectorsignature@centurylink.com)
Signature Date: 2023-01-09 - 5:31:35 PM GMT - Time Source: server- IP address: 71.94.96.215
-  Agreement completed.
2023-01-09 - 5:31:35 PM GMT



Meeting Date: January 17, 2023
Item #: 10

Contact Name: Chris McKinstry
Contact Number: Ext. 3055

Department Director: Saima Plasencia
City Manager: Robert Frank

Subject: Approval for Police Department Vehicle Purchase. (Police Chief Plasencia)

Background Summary:

In this fiscal year's budget, subsequent to the purchase of the approved number of vehicles, there remains a residual amount of \$88,720.07, which is a combined result of negotiation and modification of originally selected equipment that had better value from the projected approved costs and the current approved budget. The Police Department has a responsibility to maintain a working fleet in a state of operational readiness and has a need for pickup truck-type vehicles. However, due to continuing pandemic-related delays, the Police Department is experiencing long lead times (months, in some cases) in obtaining delivery of already-ordered vehicles. To avoid unnecessary delays, the additional potential purchase would be made from existing dealer inventory and not pre-ordered.

Staff was able to locate two Chevrolet Silverado pickup trucks that would meet the needs of the Police Department from Duval Chevrolet (Florida Sheriffs Association Contract), and Alan Jay Chevrolet (Sourcewell Contract). Both of these vendors have an existing relationship with the City. Staff is seeking authorization from the Commission to acquire two Chevrolet Silverado pickup trucks as described in the attached quotes from in-stock vehicles with the residual from our vehicle budget not to exceed the remaining balance.

Alan Jay Cost: \$37,358

Duval Cost: \$42,066

Total Cost: \$79,424

Issue:

Should the City Commission approve the purchase of the two described in-stock vehicles with the residual from current vehicle budget not to exceed the remaining balance?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the purchase of two described in-stock vehicles with the residual from current vehicle budget not to exceed the remaining balance.

Attachments:

1. Alan Jay Quote
2. Duval Quote

Financial Impacts:

None - Already budgeted (001-521-00-6401) Remaining balance \$88,720.07.

Type of Item: Consent



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	43056-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
12/20/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
12/22/2022

REQUESTING AGENCY	OCOEE POLICE DEPARTMENT			
CONTACT PERSON	CHIEF CHRIS MCKINSTRY	EMAIL	Cmckinstry@ci.ocoee.fl.us	
PHONE	407-554-7192	MOBILE	407-276-0943	FAX 407-905-3164

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	CC10543 1WT	MSRP	\$41,300.00
2023 CHEVY SILVERADO 1500 CREW CAB 2WD 5.5' BED WORK TRUCK 147"WB			

CUSTOMER ID	BASE VEHICLE PRICE	\$35,098.00
BED LENGTH	5.5' BED	

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
G6M	DARK ASH METALLIC	\$0.00
H2G	INTERIOR Jet Black, Vinyl seat trim	\$0.00
L3B MQE	Engine, 2.7L Turbo with Transmission, 8-speed automatic, electronically controlled, also requires the following add options; (310 hp [231 kW] @ 5600 rpm, 348 lb-ft of torque [471 Nm] @ 1500 rpm)(Requires (PEB) WT Value Package, (PCV) WT Convenience Package or (PEF) Work Truck 2.7L Fleet Package, (H1T) or (H0U) Jet Black cloth interior, (C4P) semi-automatic air conditioning, (UE1) OnStar, (KI4) 120-volt power outlet and (KC9) 120-volt bed mounted power outlet. Includes (MQE) 8-speed automatic transmission and (KW5) 220-amp alternator. Included with (PEF) Work Truck 2.7L Fleet Package. Not available with (Z71) Z71 Off-Road Package, (PQA) WT Safety Package, (UD7) Rear Park Assist, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)*GROSS*	\$0.00
JL1	Trailer brake controller, integrated	\$270.00
Z82	Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Included with (PEB) WT Value Package.)	\$390.00
ZLQ	WT Fleet Convenience Package includes (K34) cruise control and (DLF) power mirrors(Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror. Not available with (PCV) WT Convenience Package.)	\$365.00
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$1,025.00
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$245.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.		\$650.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.		\$290.00
WSTP	Windshield strip		\$50.00
NOTE TINT	CUSTOMER REQUESTS TINT TO BE 28%		\$0.00

CONTRACT OPTIONS \$1,235.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

TRADE IN

VEHICLE TOTAL	\$36,123.00
MSRP DISCOUNT	18.2%
ACCESSORY TOTAL	\$1,235.00
CUSTOMER PRICE	\$37,358.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)	QTY	1	\$37,358.00
-----------------------------	-----	---	-------------

Estimated Annual payments for 60 months paid in advance: \$8,366.66

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10543) 2WD Crew Cab 147" Work Truck (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Chevrolet Silverado 1500 (CC10543) 2WD Crew Cab 147" Work TruckMSRP:\$41,300.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Sterling Gray Metallic

Exterior 2:No color has been selected.

Engine, 2.7L Turbo High-Output

Transmission, 8-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CC10543	[Fleet] 2023 Chevrolet Silverado 1500 (CC10543) 2WD Crew Cab 147" Work Truck	\$41,300.00
	OPTIONS	
1WT	Work Truck Preferred Equipment Group	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C5U	GVWR, 6800 lbs. (3084 kg)	\$0.00
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.
FE9	Emissions, Federal requirements	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 16803. Data Updated: Jun 27, 2022 6:50:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10543) 2WD Crew Cab 147" Work Truck (Complete)

GU6	Rear axle, 3.42 ratio	\$0.00
GXD	Sterling Gray Metallic	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, electronic	Inc.
L3B	Engine, 2.7L Turbo High-Output	\$0.00
MQE	Transmission, 8-speed automatic, electronically controlled	\$0.00
QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00
R7N	Not Equipped with Steering Column Lock, see dealer for details	(\$50.00)
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	\$0.00
VK3	License plate kit, front	\$0.00
VQ2	Fleet Processing Option	\$0.00
Z82	Trailer Package	\$395.00
ZLQ	WT Fleet Convenience Package	\$370.00
—	Option/package discount	(\$1,500.00)
SUBTOTAL		\$40,790.00
Adjustments Total		\$0.00
Destination Charge		\$1,795.00
TOTAL PRICE		\$42,585.00

FUEL ECONOMY

Est City:19 (2022) MPG
Est Highway:22 (2022) MPG
Est Highway Cruising Range:528.00 mi

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Durabed, pickup bed

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Data Version: 16803. Data Updated: Jun 27, 2022 6:50:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10543) 2WD Crew Cab 147" Work Truck (Complete)

Mechanical	
	Engine, 2.7L Turbo High-Output (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) 2.7L Turbo engine.)
	Rear axle, 3.42 ratio
	GVWR, 6800 lbs. (3084 kg) (STD) (Requires 2WD model with (L3B) 2.7L Turbo engine or Double Cab or Regular Cab Long Bed 2WD model and (L84) 5.3L EcoTec3 V8 engine.)
	Push Button Start
	Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
	Rear wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included with (L3B) 2.7L Turbo engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
	Tires, 255/70R17 all-season, blackwall (STD)
	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumpers, front, Black (semi-gloss)
	Bumpers, rear, Black (semi-gloss)
	CornerStep, rear bumper
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Headlamps, halogen reflector with halogen Daytime Running Lamps

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 16803. Data Updated: Jun 27, 2022 6:50:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10543) 2WD Crew Cab 147" Work Truck (Complete)

Exterior

IntelliBeam, automatic high beam on/off

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)

Taillamps with incandescent tail, stop and reverse lights

Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, standard

Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)

Tailgate, gate function manual, no EZ Lift

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10543) 2WD Crew Cab 147" Work Truck (Complete)

Interior

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down (Not available with Regular Cab models.)
Door locks, power
Remote Keyless Entry, with 2 transmitters
Power outlet, front auxiliary, 12-volt
USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone manual
Air vents, rear, heating/cooling (Not available on Regular Cab models.)
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control
--

Safety-Interior

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
HD Rear Vision Camera
Lane Keep Assist with Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CC10543) 2WD Crew Cab 147" Work Truck (Complete)

Safety-Interior

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Ocoee Police Department

Prepared for:

Ocoee Police Department
Chief Chris McKinstry
cmckinstry@ocoee.org

Contract Holder

12/20/2022

Duval Chevrolet
Jared Davis
(Work) 904-381-6595
(Mobile) 904-343-4451
jared.davis@duvalmotor.com
5203 Waterside Dr
Jacksonville, FL 32210

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

Pricing through Florida Sheriff's Association 22-VEL30.0 / 22-VEH20.0 contracts. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

\$90

R:

Labor Hours.
Parts Quantity

Code	Equipment	UNIT PRICE	EXTENDED
SPEC 149	Chevrolet Silverado 1500 Crew Cab 1WT 4x4 (CK10543)	\$ 33,894.00	\$ 33,894.00
GAZ/H2G	Summit White exterior / Jet Black vinyl interior	\$ -	\$ -
L84/MHT	5.3L V8 / 10-spd automatic	\$ 1,594.00	\$ 1,594.00
Z83	Complete Trailering Tow Package	\$ 795.00	\$ 795.00
	Incl heavy-duty receiver hitch, draw bar, 2" ball, pin and clip, 7-way plug	\$ -	\$ -
G80	Auto-locking rear differential	\$ 394.00	\$ 394.00
Z71	Z71 Off-road package	\$ 944.00	\$ 944.00
QDV	All-terrain tires 265/70R17 blackwall	\$ 199.00	\$ 199.00
CGN	Spray-in bedliner	\$ 544.00	\$ 544.00
			\$ -
RKE	Additional programmed remote key fob	\$ 365.00	\$ 365.00
WTECH4	Weather Tech floor liners, 4 pc	\$ 346.00	\$ 346.00
TINT	Window tint on front 2 windows, incl strip	\$ 225.00	\$ 225.00
NSO	Non-scheduled option: Reinvoice from stock, difference in contract concession	\$ 2,700.00	\$ 2,700.00
TAG	30-day Temporary Tag	\$ 7.00	\$ 7.00
TTO	Tag and Title processing and handling fee	\$ 48.00	\$ 48.00
	<i>Paperwork processed locally and tag affixed to vehicle prior to delivery</i>		
NOTE			

UNIT COST \$ 42,055.00

TOTAL QUANTITY 1 TOTAL PURCHASE \$ 42,055.00



Meeting Date: January 17, 2023
Item #: 11

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of Traffic Calming Utilizing Existing City of Kissimmee Contract with APEC LLC. (Public Works Director Krug)

Background Summary:

The City Commission approved funding in the current budget for traffic calming. The Commission has discussed traffic calming on Sal St., Rewis St. and Flewelling Ave. Public Works has reviewed the sites and determined a raised cross walk/speed table on Sal St. at the crosswalk for Blue Jay Way would improve the visibility of the student crossing. Public Works has determined a speed table on Rewis St. between Christine Ave. and West Ave. will provide the desired calming approaching the entrance to Central Park. On Flewelling, the desired calming can be achieved by installing two (2) speed tables, one between Orange Ave. and Cardinal St., the second between Jay St. and Malcom Rd. Flewelling is currently scheduled to be resurfaced this fiscal year and the traffic calming will need to take place following project completion in the second quarter of 2023. With traffic calming considered specialized work, Public Works is requesting Commission authorization to piggy-back on the existing competitively bid City of Kissimmee contract IFB2022-002, Alternative Paving Methods, awarded to APEC, LLC, which includes traffic calming items. APEC is one of the City's continuing contractors for small construction services providers (RFQ22-005). The attached cost estimate of \$7,900 to provide the Sal St. raised crosswalk is based on the competitively bid and awarded City of Kissimmee contract. The speed table pricing is based on the width of roadway. The Rewis St. table will be \$6,600 based on the width. This award does not exhaust the budget for traffic calming and additional locations on Flewelling Ave. can be added to the work in accordance with the Purchasing manual. Public Works recommends approval of this proposal.

Issue:

Should the Honorable Mayor and City Commissioners approve traffic calming and utilize an existing City of Kissimmee contract with APEC, LLC?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize a purchase order be issued for traffic calming with APEC, LLC, utilizing the existing competitively bid City of Kissimmee contract IFB2022-002, in the amount of \$14,500.00, and authorize the City Manager and Staff to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Bid Document Kissimmee IFB2022-002
2. IFB2022-002 Alternative Paving Submitted APEC 5-5-2022 12
3. Kissimmee Shortlist IFB2022-002
4. Proposal Budgetary numbers for Sal and Flewelling Ave

Financial Impacts:

The work is adequately funded in the Public Works Streets Division Budget

Type of Item: Consent

*** INVITATION TO BID ***

- I. The CITY OF KISSIMMEE is seeking SEALED BIDS on the following:
Bid Number **IFB2022-002 Alternative Paving Methods**
- II. All bids must be submitted in a SEALED envelope and plainly marked with the bid number on the exterior of the bid envelope, one (1) original, one (1) copy and one (1) electronic copy on CD or Flash Drive.
- III. To be considered bids MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before 2:00PM May 5, 2022.

- IV. All bids shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30PM May 5, 2022.
- V. All bids must be according to specifications and conditions, and on the forms provided herein.
- VI. The Bidder's name and address shall be clearly shown on the exterior of the Sealed Envelope.
- VII. The City of Kissimmee reserves the right to accept and/or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this Bid, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the Bid Abstract should include such request with a self addressed stamped envelope in their bid.



Brandon Durlango
Procurement Manager

General Requirements:

1.1 BID PREPARATION

Submission of a bid in response to this solicitation shall evidence the bidders acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the bids schedule. Each bidder is responsible for the completeness and accuracy of their bid. Bids must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned bids will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the bid. Bidders should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the bid being declared non-responsive.

1.2 SUBMISSION OF BIDS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official timekeeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being bid will be shown on the Bid Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Bid Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the bid, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE BIDS AND WITHDRAWAL OF OFFERS

No bid will be accepted after the published deadline for accepting bids in response to this solicitation. Bids may be withdrawn at any time prior to the official time set for the bid opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official bid opening.

1.7 DISCOUNTS

Bidders may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest bid offered. Any other discounts should be reflected in the unit price bid.

1.8 BID EVALUATION AND AWARD

All bids received will be evaluated based on one or more of the following factor: price; quality of product offered; compliance with specifications; delivery; reputation of the bidder; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible bidder complying with the provisions of the invitation to Bid, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all bids in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the bid which in its judgment, best services the interest of the City of Kissimmee.

Bidders are cautioned that no communication with any City of Kissimmee employees involved in the evaluation process is authorized during the bid evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the bid or proposal. Questions regarding the status of any bid or proposal should be directed to the Purchasing Agent. Bid awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any bid. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor Taxpayer Identification Number Attachment B, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the bidder. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the bidder's request and at the bidder's expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the bid. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished bid packages. However, it shall be the bidder's responsibility to verify with the Purchasing Office before the bid is submitted whether or not addenda have been issued and to obtain such addenda for submission with the bid. Receipt of any addenda issued must be acknowledged on the bid schedule.

1.15 BIDDERS CERTIFICATION

By signature on this bid, bidder certifies or in the case of a joint bid each party certifies that:

- A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this bid.
- B. That the bidder has not divulged or discussed his offer with other bidders.
- C. Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.
- D. No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.

1.16 "NO BID" RESPONSE

Vendors electing to not submit bids in response to this solicitation should complete the attached "Notice to Bidders" form. Failure to return the form may result in your omission from future bid lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Managers, or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;

- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the bid award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor, Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS: The following are special provisions set forth in this bid.

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to debbie.luke@kissimmee.gov or faxed to 407-518-2208 not less than seven (7) days prior to the bid opening date.

Last day for emailed or faxed questions is 4:00PM, April 15, 2022; an addendum will be issued not later than 4:00PM, April 20, 2022 by email.

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all vendors who have received bid packages.

2.3 This bid contains pages 1 - 124. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

2.4 ALTERNATE BIDS WILL NOT BE ACCEPTED:

If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.5 No minor children are permitted to accompany bidders during pre-bid conferences, bid opening or site tour.

2.6 **The City of Kissimmee has a Local Vendor Preference Policy:** When written bids, responses

to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price.

In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 A link to this website is available through the City's Web Page <http://www.kissimmee.gov>, under the Finance Department, Purchasing. Notice of Award, Bids currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Bid response.

2.8 **INDEMNITY:** The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

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

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.9 **INSURANCE PROVISIONS:** The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

A) Workers' Compensation: The Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

B) Comprehensive General Liability: The Contractor will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00.

C) Comprehensive Automobile Liability: The Contractor will provide coverage for all

owned and non-owned vehicles for limits of not less than \$1,000,000.00.

D) Umbrella Liability: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

2.10 BOND REQUIREMENT: This bid requires the following bond:

- A. Performance bond issued by a surety licensed to do business in the state of Florida prior to commencement of work in the amount of \$10,000.

2.11 Employees Information/Criminal History: The successful bidder shall be required to provide an annual comprehensive listing of all employees of the bidder who will be on the premises of the City of Kissimmee. This obligation is continuing in nature and must be updated from time to time by the successful bidder as additional employees are employed by the bidder. This information includes but is not limited to driver's licenses numbers and social security numbers.

A criminal background check on any personnel who may be assigned duties in any space at any City Facility will be obtained by the City of Kissimmee to be kept on file by the City personnel department and will be available to governing agencies upon official written request. Anyone working on the premises of the City without a background check on file will be cause for immediate termination of this contract and forfeiture of all bonds. The cost of this background check is the responsibility of the bidder and will be invoiced by the City of Kissimmee. Anyone found to have any sexual offenses on their criminal background check, including arrests and not limited to convictions, shall be ineligible to work on City of Kissimmee premises.

2.12 LIABILITY: The successful bidder shall act as an independent contractor and not as an employee of the City of Kissimmee. The vendor will be required to indemnify, defend, hold and save harmless City of Kissimmee, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed.

2.13 CONFLICT OF INTEREST: All offers must disclose with their offer the name of any officer, director, or agent, who is also an officer or employee of the City of Kissimmee. Further, all bidders must disclose the name of any City of Kissimmee officer or employee who owns, directly or indirectly, an interest of the bidders firm or any of its branches.

2.14 TERMINATION FOR CONVENIENCE: The City of Kissimmee reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the City of Kissimmee, the vendor shall only provide those services specifically approved or directed by the City of Kissimmee. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Kissimmee shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of vendor.

Upon termination, vendor shall bill the City of Kissimmee for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a professional fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City of Kissimmee. The vendor shall however, be entitled to payment for services commenced and approved by the City of Kissimmee prior to the receipt of notice, or with the express written consent of the City of Kissimmee, prior to the effective date of termination.

2.15 LAWS GOVERNING THIS CONTRACT: Any contractual arrangement between the City of Kissimmee and the vendor shall be consistent with, and be governed by the ordinances or the

City of Kissimmee, laws of the state of Florida both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in the City of Kissimmee.

2.16 MODIFICATIONS: Any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Kissimmee.

2.17 POST AWARD CONFERENCE: The successful bidder will meet with the PW&E project manager within ten (10) days after notification to proceed for the purpose of providing proof of insurance, licensure, and to perform a walk-through of the maintenance sites covered by this contract. Any questions regarding the scope or requirements of this job should be resolved at this meeting prior to commencement of work. A schedule of mowing cycles will be established at this meeting.

2.18 FORM OF CONTRACT: The Contract agreement between the Contractor and the Owner will be furnished by the Owner with any amendments thereto.

2.19 PRICING: The lump price for furnishing all design, labor, and materials to do the work (required by the plans and specifications being provided by the bidder), will be shown on the enclosed "Schedule of Offers" and shall include all costs associated with the project.

2.20 TERM OF CONTRACT: The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

2.21 SPECIAL PROVISIONS: Any offer should be substantially similar to the attached specifications. Any deviations should be clearly identified and explained.

A. Use of Premises: The contractor is responsible for all damages to the City of Kissimmee property and private property near the job site. The contractor will be responsible for restoring, replacing or repairing any damage which occurs during the performance of his work. The contractor is also responsible for the cleanup and removal of all debris, cuttings, accidental or otherwise, which occur as a result of his operations.

B. Supervisions of work: The contractor shall provide a thoroughly competent superintendent who shall oversee the work and be present during all normal maintenance.

2.22 PAYMENTS: Payments to the vendor shall be made only upon submission by the vendor of efficient proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. The vendor shall provide at the post award conference a payment schedule for work phases. Payment to the vendor prior to initiation of the project and receipt by the City of Kissimmee for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. The Contract Coordinator shall sign off on invoices as proof of satisfactory completion.

Bills for the compensation of completed work shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof to the Kissimmee Public Works & Engineering Department, 101 Church St Suite 301, Kissimmee, FL 34741

2.23 PROPOSAL OF PUBLIC DOMAIN: All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors

shall not submit pages marked a proprietary or otherwise restricted.

2.24 **ASSIGNMENT:** Successful Proposer shall not assign his contract with the City of Kissimmee without prior approval of the City of Kissimmee.

2.25 The Contractor warrants that its services under this agreement shall be conducted in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard practices of the specified profession for the relevant geographical area. Any or all portions of the contract may **not** be sub-contracted out by the company awarded the bid.

2.26 **PRE-BID CONFERENCE:** A **NON-MANDATORY** pre-bid conference will be held 10:00AM April 13, 2022 in the Toho Conference Room 1st Floor City Hall, 101 Church St., Kissimmee, FL 34741. **A single addendum addressing questions will be issued after the pre-bid if required.**

2.27 **REFERENCES:** Provide with your bid a minimum of 3 current references for job of equal scope and 2 references from jobs no longer serviced.

3.0 **SPECIFICATIONS:** It is the intent of this solicitation to engage multiple contractors to perform miscellaneous alternative paving methods on an as-needed basis. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding. Under the solicitation process, the stipulations set forth herein are fully binding on the bidder to the extent that you confirm acceptance by your signature on the Respondent's Certification page.

1. Description The CONTRACTOR shall provide all supervision, labor, materials, equipment, machinery, tools, apparatus, transportation, fuel, mileage and incidentals necessary to perform alternate paving methods on an as-needed basis, including, but not limited to milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work and sodding. Please refer to Attachments L, M and N for specific technical specifications and requirements.

2. Safety: The CONTRACTOR shall be responsible for ensuring that all materials and performance of work shall meet all Federal, State and local safety laws currently in effect. The CONTRACTOR shall take all necessary precautions for the safety of their employees and of the general public.

3. Personnel: The CONTRACTOR shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to perform the scope of services of this solicitation. The personnel shall be competent, properly licensed, experienced, and skilled in the services provided by the CONTRACTOR.

4. Task Authorization Process: This section briefly describes the expected process to be used to request work from the awarded CONTRACTORS.

1. The CITY's Project Manager or designee identifies alternate paving methods work that needs to be performed.

2. The CITY'S Project Manager or designee may choose any one of the awarded CONTRACTORS to perform the Work.

a.) The CITY's Project Manager or designee issues a generally worded scope of work to CONTRACTORS outlining the necessary alternate paving methods work requirements for a specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.

- b.) When required by the CITY's Project Manager or designee, CONTRACTORS will attend any Mandatory onsite visits.
- c.) The CONTRACTOR drafts price proposal and submits to CITY for review. This proposal shall include the following:
 - 1.) Brief description of the work to be performed.
 - 2.) Labor and material costs for each of the major elements of work. Total cost of project.
 - 3.) List of sub-contractors.
 - 4.) Signed statement confirming that the CONTRACTOR has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
 - 5.) Number of calendar days required to complete the work after CITY authorization. It is the responsibility of the CONTRACTOR to ensure that he has all of the information necessary to prepare the estimate.
 - 6.) The completed cost proposal shall be signed and dated by the CONTRACTOR and returned to the CITY for review within the specified time period of request. This time period requirement may be revised on a per project basis by the CITY'S Project Manager or designee.
 - 7.) Upon review of all proposals received, the CITY will assign the project by issuing a Task Authorization.
- d.) The CITY'S review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The CITY will only consider change orders in extreme cases.
- e.) Issuance by the CITY of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The CONTRACTOR shall commence on-site work no later than ten (10) working days after receipt of a Purchase Order.
- f.) The CONTRACTOR will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- g.) The CONTRACTOR shall control all work.
- h.) If, in the CITY'S opinion, the CONTRACTOR has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the CITY may select an alternate CONTRACTOR for the work. If the CONTRACTOR has been found, in the CITY'S opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the CITY reserves the right to suspend the CONTRACTOR.
- i.) Upon completion of work in its entirety, and inspection and approval of work has been performed by the CITY'S Project Manager or designee, the CONTRACTOR shall issue an invoice to the CITY'S Project Manager or designee.

5. Changes: Any changes agreed upon between the CITY and the CONTRACTOR shall be documented and a change order issued and signed by both parties.

6. Material Approval:

- a.) All materials and supplies provided by the CONTRACTOR must be approved by the CITY's Project Manager prior to being used.
- b.) All work and materials shall comply with any and all applicable laws, codes, and industry standards, as well as any and all recommendations and requirements of the applicable manufacturer.

c.) The CONTRACTOR must submit all invoices for materials to the CITY with each invoice.

7. Subcontractors: If a subcontractor is needed to complete work, the CONTRACTOR must have approval from the CITY. The CONTRACTOR will be held responsible for holding the subcontractor accountable to the same contract standards set forth in this contract.

8. Permits, Licenses and Fees:

The CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services per project.

9. Hours of Work: No work shall be done between the hours of 7:00 p.m. and 7:00 a.m., or on Saturdays and Sundays or CITY holidays unless the proper and efficient prosecution of the work requires operations during the night or weekend and/or without prior written approval from the CITY'S Project Manager or designee and any other agency having jurisdiction. Written notification for doing the work shall be provided to the CITY'S Project Manager or designee a minimum of 24 hours before starting such items of the work.

10. Vehicle Operator Licenses: The CONTRACTOR shall ensure that all vehicle operators have a valid operator's license for the type vehicle being driven, prior to commencement of work.

11. Clean-Up:

- a.) The CONTRACTOR shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the CITY. Staged materials shall be organized and placed so they do not interfere with access to the property/building.
- b.) At the completion of the services, the CONTRACTOR shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The CONTRACTOR shall not use trash receptacles on the CITY's premises without authorization. If a dumpster is required for removal of material then the contractor must contract with Waste Management who has an exclusive contract with the CITY.
- c.) All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.
- d.) Any hazardous materials shall be disposed of as prescribed by law and the CONTRACTOR shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

12. Warranty:

- a.) The CONTRACTOR shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the CITY, within twenty-four (24) hours after receipt of notification of such faulty labor or workmanship. If the CONTRACTOR fails within twenty-four (24) hours to correct defects, the CITY shall be entitled to have such work remedied and the CONTRACTOR shall be fully liable for all costs and expenses reasonably incurred by the CITY. Payment in full or otherwise does not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the CITY.
- b.) The CONTRACTOR shall conform to all federal, state, and other local government regulations during the performance of the services under the resulting Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the CONTRACTOR. Any person found not in conformance with any laws, statutes, rules, or regulations will not be allowed on the job site. Continued violations by a CONTRACTOR constitute cause for immediate termination of the resulting Agreement.

13. Damages:

- a.) The CONTRACTOR shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the CONTRACTOR shall be the CONTRACTOR's sole responsibility and liability.
- b.) Any materials stored on property shall be the responsibility of the CONTRACTOR for any damaged or stolen materials.
- c.) Any pre-existing damage shall be reported immediately to the CITY Project Manager or his appointed Designee.

14. Penalty: The CONTRACTOR shall conform to all federal, state, and other local government regulations during the performance of the services under the resulting Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the CONTRACTOR. Any person found not in conformance with any laws, statutes, rules, or regulations will not be allowed on the job site. Continued violations by a CONTRACTOR constitute cause for immediate termination of this Agreement.

15. Work Completion Date: The CONTRACTOR shall communicate to the CITY any delays in the completion of the work. A final walk through will be conducted with a City Designee to approve the completed project. If the CONTRACTOR cannot perform the services according to the scope, the CITY reserves the right to select another CONTRACTOR to perform the services.

16. Salvage:

- a.) The CITY reserves the first right of salvage for any and all materials of value from items that are scheduled to be removed as part of any project.
- b.) The CITY will at its sole discretion when in the best interest of the CITY remove any item that it deems useful without incurring additional costs to the project.
- c.) Should the CONTRACTOR desire items for salvage, they must submit the request in writing and include it in the Bid Response. The CITY reserves the right to refuse the request in all or in part.

17. Percentage Mark – up on Material: When applicable, the “percentage mark-up” on materials shall be calculated as a percentage rate.

18. Federal Requirements (when applicable):

CONTRACTOR shall comply with Federal requirements per 2 Code of Federal Regulations (CFR) Part 200, Uniform Guidance, listed in Attachment 'B', and any subsequent revisions and updates.

4.0 ATTACHMENTS

Attachment 'A': Local Vendor Affidavit of Eligibility

Attachment 'B': Federal Requirements

Attachment 'C': Schedule of Unit Prices Bid Form Sheet

Attachment 'D': Bidder's Personnel List

Attachment 'E': Bidder's Equipment List

Attachment 'F': Bidder's Previous Experience

Attachment 'G': No Response Form

Attachment 'H': Identical Tie Bids

Attachment 'I': Special Technical Specifications

Attachment 'J': Standard Specifications

Attachment 'K': Supplemental Specifications

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	_____
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	_____
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	_____
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	_____
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	_____
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	_____
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	_____
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	_____
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	_____
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	_____
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	_____

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

(initial) We do not take exception to Specifications.

(initial) We take exception to Specifications as follows:

(attach additional sheets, if necessary)

COMPANY NAME _____
COMPANY ADDRESS _____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

(typed name/title of signer) EMAIL: _____

TELEPHONE NO.: (____) _____ FAX NO.: (____) _____

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____ 20____, personally appeared

(print name)_____ being an authorized representative of lawful age,
who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company)_____ MEETS ALL CRITERIA AS
REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____ 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public)____ personally known or
____ produced identification. Type of identification produced_____

Attachment B

Federal Requirements (when applicable)

A. 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Contractor shall comply with the Federal requirements per 2 Code of Federal Regulations (CFR) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 CFR. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

B. Federal Equal Opportunity Employer Requirement.

1. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

2. During the performance of this contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

b) 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, or national origin.

c) 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.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, 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.

f) 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, as amended by Executive Order 11375, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs a) through f) in every subcontract or Purchase Order (PO) 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, as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or PO 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.

C. Compliance of Reporting Requirements.

The Contractor hereby acknowledges that the City has the responsibility for providing required reporting, including financial information, program progress, and real property status, in accordance with 2 CFR. § 200.327, 2 CFR. § 200.328, and 2 CFR. § 200.329 on frequencies established by the Federal awarding agency.

D. Access to Records.

The following access to records requirements apply to this contract in respect to federal financial assistance awards:

- (a) The CONTRACTOR agrees to provide the City, the State of Florida, the Federal grantor agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The CONTRACTOR agrees to provide the Federal grantor agency administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

E. Retention of Records.

1. The City shall retain all records related to this project for three (3) years from the date of final expenditure report for projects funded by the FEMA PA program.
2. The Contractor shall retain all records related to this Agreement for three (3) years after termination of this contract.

F. Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each Day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.
4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 3 of this section.

G. Clean Air Act and The Federal Water Pollution Control Act.

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

3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

H. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 CFR. Part 180 and 2 CFR. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR. § 180.995), or its affiliates (defined at 2 CFR. § 180.905) are excluded (defined at 2 CFR. § 180.940) or disqualified (defined at 2 CFR. § 180.935).
2. The Contractor must comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City of Kissimmee. If it is later determined that the Contractor did not comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management (recipient) and the City of Kissimmee (sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Proposer agrees to comply with the requirements of 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (As Amended).

1. Contractors who apply or propose 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.
2. Federal Form 'C.1' titled "44 CFR. Part 18 – Certification Regarding Lobbying" is hereby attached and made a binding part hereof.

J. Procurement of Recovered Materials.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

K. Department of Homeland Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific preapproval from the appropriate Federal agency.

L. Compliance with Federal Law, Regulations and Executive Orders.

This is an acknowledgement that Federal and state financial assistance may be used to fund payment for services provided under this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, as well as policies, procedures and directives of the respective funding Federal grantor agency.

M. No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the contract.

N. Fraud and False or Fraudulent or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

O. Compliance with the “Davis-Bacon Act”:

- (a) In accordance with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as amended), all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act. CONTRACTORS are 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 pay wages not less than once a week.
- (b) The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

P. Compliance with the Copeland “Anti-Kickback Act”:

- (a) The CONTRACTOR hereby agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S. C. 3145), as supplemented by the 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”.
- (b) Each CONTRACTOR or SUBCONTRACTOR are hereby prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (c) 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.
- (d) 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.
- (e) The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

Q. Hatch Act

The CONTRACTOR shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Attachment C

CITY OF KISSIMMEE ALTERNATIVE PAVING METHODS SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$
6	Inlet Protection System	26-50	EA	\$
7	Inlet Protection System	51-100+	EA	\$
8	Floating Turbidity Barrier	1-200	LF	\$
9	Floating Turbidity Barrier	201-500	LF	\$
10	Floating Turbidity Barrier	501-1000+	LF	\$
11	Staked Silt Fence	1-200	LF	\$
12	Staked Silt Fence	201-500	LF	\$
13	Staked Silt Fence	501+	LF	\$
14	Clearing and Grubbing	1	AC	\$
15	Curb and Gutter Removal	1-200	LF	\$
16	Curb and Gutter Removal	201-500	LF	\$
17	Curb and Gutter Removal	501+	LF	\$
18	Miscellaneous Concrete Removal	1-200	SY	\$
19	Existing Pipe Removal	1-200	LF	\$
20	Existing Pipe Removal	201-500	LF	\$
21	Existing Pipe Removal	501+	LF	\$
22	Removal of Existing Pavement	1-200	SY	\$
23	Removal of Existing Pavement	201-500	SY	\$
24	Removal of Existing Pavement	501+	SY	\$
25	Roadway Excavation	1-200	CY	\$
26	Roadway Excavation	201-500	CY	\$
27	Roadway Excavation	501+	CY	\$
28	Swale Grading	1-200	LF	\$
29	Swale Grading	201-500	LF	\$
30	Swale Grading	501+	LF	\$
31	Embankment (Truckload)	1-200	CY	\$
32	Embankment (Truckload)	201-500	CY	\$
33	Embankment (Truckload)	501+	CY	\$
34	Flowable Fill	1-9	CY	\$
35	Flowable Fill	10-18	CY	\$
36	Flowable Fill	19-27+	CY	\$
37	Asphaltic Base Course	1-200	TN	\$
38	Asphaltic Base Course	201-500	TN	\$

39	Asphaltic Base Course	501+	TN	\$
40	Optional Base Group 1	1-200	SY	\$
41	Optional Base Group 1	201-500	SY	\$
42	Optional Base Group 1	501-1000+	SY	\$
43	Optional Base Group 4	1-200	SY	\$
44	Optional Base Group 4	201-500	SY	\$
45	Optional Base Group 4	501-1000+	SY	\$
46	Optional Base Group 6	1-200	SY	\$
47	Optional Base Group 6	201-500	SY	\$
48	Optional Base Group 6	501-1000+	SY	\$
49	Optional Base Group 9	1-200	SY	\$
50	Optional Base Group 9	201-500	SY	\$
51	Optional Base Group 9	501-1000+	SY	\$
52	Optional Base Group 11	1-200	SY	\$
53	Optional Base Group 11	201-500	SY	\$
54	Optional Base Group 11	501-1000+	SY	\$
55	Milling (1")	1-200	SY	\$
56	Milling (1")	201-500	SY	\$
57	Milling (1")	501-1000+	SY	\$
58	Milling (1.5")	1-200	SY	\$
59	Milling (1.5")	201-500	SY	\$
60	Milling (1.5")	501-1000+	SY	\$
61	Milling (2")	1-200	SY	\$
62	Milling (2")	201-500	SY	\$
63	Milling (2")	501-1000+	SY	\$
64	Milling (3")	1-200	SY	\$
65	Milling (3")	201-500	SY	\$
66	Milling (3")	501-1000+	SY	\$
67	Milling (4")	1-200	SY	\$
68	Milling (4")	201-500	SY	\$
69	Milling (4")	501-1000+	SY	\$
70	Milling (5")	1-200	SY	\$
71	Milling (5")	201-500	SY	\$
72	Milling (5")	501-1000+	SY	\$
73	Milling (6")	1-200	SY	\$
74	Milling (6")	201-500	SY	\$
75	Milling (6")	501-1000+	SY	\$
76	Type III Asphaltic Concrete	1-200	TN	\$
77	Type III Asphaltic Concrete	201-500	TN	\$
78	Type III Asphaltic Concrete	501+	TN	\$
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$
81	Asphaltic Concrete Type "S-1"	501+	TN	\$
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$
84	Asphaltic Concrete Type "S-3"	501+	TN	\$
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$

86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$
87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$
91	18" RCP CD - CI	1-200	LF	\$
92	18" RCP CD - CI	201-500	LF	\$
93	18" RCP CD - CI	501+	LF	\$
94	Type "A" Curb	1-25	LF	\$
95	Type "A" Curb	26-50	LF	\$
96	Type "A" Curb	51-100+	LF	\$
97	Type "B" Curb	1-20	LF	\$
98	Type "B" Curb	26-50	LF	\$
99	Type "B" Curb	51-100+	LF	\$
100	Type "D" Curb	1-25	LF	\$
101	Type "D" Curb	26-50	LF	\$
102	Type "D" Curb	51-100+	LF	\$
103	Type "E" Curb	1-25	LF	\$
104	Type "E" Curb	26-50	LF	\$
105	Type "E" Curb	51-100+	LF	\$
106	Type "F" Curb	1-25	LF	\$
107	Type "F" Curb	26-50	LF	\$
108	Type "F" Curb	51-100+	LF	\$
109	Valley Gutter	1-25	LF	\$
110	Valley Gutter	26-50	LF	\$
111	Valley Gutter	51-100+	LF	\$
112	Traffic Separator - (4')	1-25	LF	\$
113	Traffic Separator - (4')	26-50	LF	\$
114	Traffic Separator - (4')	51-100+	LF	\$
115	Traffic Separator - (6')	1-25	LF	\$
116	Traffic Separator - (6')	26-50	LF	\$
117	Traffic Separator - (6')	51-100+	LF	\$
118	Traffic Separator - (width varies)	1-25	SY	\$
119	Traffic Separator - (width varies)	26-50	SY	\$
120	Traffic Separator - (width varies)	51-100+	SY	\$
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$
132	Detectable Warning Surfaces (Inset)	101+	SF	\$

133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$
134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$
136	Sodding (Bahia)	1-200	SY	\$
137	Sodding (Bahia)	201-500	SY	\$
138	Sodding (Bahia)	501+	SY	\$
139	Sodding (Floritam)	1-200	SY	\$
140	Sodding (Floritam)	201-500	SY	\$
141	Sodding (Floritam)	501+	SY	\$
142	Loop Assembly, F&I - Type B	1	AS	\$
Pavement Markings				
143	Install Sign (single post)	1-5	EA	\$
144	Install Sign (single post)	6-15	EA	\$
145	Install Sign (single post)	16-30+	EA	\$
146	Install Sign (multi-post)	1-5	EA	\$
147	Install Sign (multi-post)	6-15	EA	\$
148	Install Sign (multi- post)	16-30+	EA	\$
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$
170	6" Dotted Guide Lines (paint)	1-50	LF	\$
171	6" Dotted Guide Lines (paint)	51-100	LF	\$
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$
173	Directional Arrows (Paint)	1-10	EA	\$
174	Directional Arrows (Paint)	11-50	EA	\$
175	Directional Arrows (Paint)	51+	EA	\$
176	Pavement Messages (Paint)	1-10	EA	\$
177	Pavement Messages (Paint)	11-50	EA	\$
178	Pavement Messages (Paint)	51+	EA	\$

179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$
180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$
203	Directional Arrows / Extru. Thermo.	1	EA	\$
204	Preformed Symbol	1	EA	\$
205	Pavement Messages / Extru. Thermo.	1	EA	\$
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	\$
216	Asphalt Recycling	10,001 - 50,000	SY	\$
217	Asphalt Recycling	50,001+	SY	\$
218	Recycling Agent	1 - 10,000	GAL	\$
219	Recycling Agent	10,001 - 50,000	GAL	\$
220	Recycling Agent	50,001+	GAL	\$
HOT-IN-PLACE (100%) Asphalt Recycling				

221	Base Course HIPR	1 - 10,000	SY	\$
222	Base Course HIPR	10,001 - 50,000	SY	\$
223	Base Course HIPR	50,001+	SY	\$
224	2" Complete HIPR	1 - 10,000	SY	\$
225	2" Complete HIPR	10,001 - 50,000	SY	\$
226	2" Complete HIPR	50,001+	SY	\$
227	Asphalt Recycling Agent	1 - 10,000	SY	\$
228	Asphalt Recycling Agent	10,001 - 50,000	SY	\$
229	Asphalt Recycling Agent	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	\$
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	\$
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	\$
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	\$
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	\$
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	\$
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	\$
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	\$
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	\$
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	\$
S-12	Single Chip Seal -#89 Granite	50,001+	SY	\$
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	\$
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	\$
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	\$
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	\$

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	\$
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	\$
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	\$
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	\$
S-22	Cement for Reclamation	1	TN	\$
S-23	Emulsion for Reclamation	1	Gal	\$
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	\$
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	\$
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-27	Fog Seal	1- 10,000	SY	\$
S-28	Fog Seal	10,001- 50,000	SY	\$
S-29	Fog Seal	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-30	Cape Seal	1- 10,000	SY	\$
S-31	Cape Seal	10,001- 50,000	SY	\$
S-32	Cape Seal	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	\$
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	\$
S-35	In-Place Recycling-Reconstrction	50,000+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-36	Crack Filling/Sealing	1-500	GAL	\$
S-37	Crack Filling/Sealing	501 - 1000	GAL	\$
S-38	Crack Filling/Sealing	1,001+	GAL	\$

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-39	Asphalt Rejuvenator	1-50,000	SY	\$
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	\$
S-41	Asphalt Rejuvenator	100,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-42	Speed Hump W/ Curbing	1-50	FT	\$
S-43	Speed Hump W/ Curbing	51-100	FT	\$
S-44	Speed Hump W/ Curbing	101+	FT	\$
S-45	Speed Hump No Curbing	1-50	FT	\$
S-46	Speed Hump No Curbing	51-100	FT	\$
S-47	Speed Hump No Curbing	101+	FT	\$
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-48	Slurry Seal	1-10,000	SY	\$
S-49	Slurry Seal	10,001 - 50,000	SY	\$
S-50	Slurry Seal	50,001+	SY	\$
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				\$

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: _____

Attachment D

BIDDER'S PERSONNEL LIST

The Bidder shall indicate on this form all personnel currently employed by the Contractor to be utilized in the performance of this Scope of Work.

MANAGER/SUPERINTENDENT: (For each individual listed, indicate the total years employed by bidder & in this field.)

Name	Years Employed	Years in Field
1. _____	_____	_____
EMPLOYEE/WORK CREW:		
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

Attach additional pages if necessary to include all personnel.

Attachment E

BIDDER'S EQUIPMENT LIST

ITEM	MODEL/YEAR	MANUFACTURER
1.		
Owned by Bidder:	OR Leased from:	
2.		
Owned by Bidder:	OR Leased from:	
3.		
Owned by Bidder:	OR Leased from:	
4.		
Owned by Bidder:	OR Leased from:	
5.		
Owned by Bidder:	OR Leased from:	
6.		
Owned by Bidder:	OR Leased from:	
7.		
Owned by Bidder:	OR Leased from:	
8.		
Owned by Bidder:	OR Leased from:	
9.		
Owned by Bidder:	OR Leased from:	
10.		
Owned by Bidder:	OR Leased from:	
11.		
Owned by Bidder:	OR Leased from:	
12.		
Owned by Bidder:	OR Leased from:	

Attach additional pages if necessary to include all equipment

Attachment F

BIDDER'S PREVIOUS EXPERIENCE LIST

The Bidder shall indicate at least five (5) recent Agreements of a non-residential nature, completed or in progress by the Bidder, including, but not limited to, any previous experience similar in size and scope to the Scope of Work indicated in this Invitation to Bid. ***Do not include projects completed or currently underway with the City of Kissimmee.***

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
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Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

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Date of Contract	
Dollar Amount of Contract	\$

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Date of Contract	
Dollar Amount of Contract	\$

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Phone Number / E-mail	
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Dollar Amount of Contract	\$

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Dollar Amount of Contract	\$

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Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Attachment G

NOTICE

IFB2022-002

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

Phone Number: (____) _____

Fax Number: (____) _____

Continue on Vendor List: _____ Yes _____ No
____ Large Business ____ Small Business ____ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time

_____ Suitable, but engaged in other work

_____ Quantity too small

_____ Cannot meet required minimum

_____ Opening date does not allow sufficient time to complete

_____ Equivalent not presently available

_____ Other reasons or remarks: _____

Signature

Attachment H

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

SPECIAL TECHNICAL SPECIFICATIONS

MICRO SURFACING

SECTION 335

MICRO SURFACING

335-1 Description.

Construct a micro surfacing pavement with the type of mixture specified in the Contract Documents. Micro surfacing is a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface.

The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

The mix shall be a quick-traffic system that will be able to accept straight rolling traffic one hour after application.

335-2 Materials.

335-2.1 Emulsified Asphalt:

335-2.1.1 General Requirements:

Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-lh as listed in Table 335-1. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

The Engineer may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it prior to use.

335-2.1.2 Quality Tests:

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-lh, with the following additions:

Table 335-1		
Quality Tests for Emulsified Asphalt		
AASHTO Test No.	Emulsified Asphalt Property	Specification Requirements
AASHTO T 59	Residue after Distillation ⁽¹⁾	62% Minimum
AASHTO T 59	Cement Mixing	Not Required
Quality Tests for Emulsified Asphalt Residue		
AASHTO T 53	Softening Point	135°F (57°C) Minimum

(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.

335-2.1.3 Sampling, Certification, and Verification:

For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the Engineer for testing before use. A pretest number will then be assigned by the Engineer, and the pretest number shall be furnished with all emulsified asphalt delivered to the project.

At any time during application, the Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the Engineer may require the supplier to cease shipment of that pre-tested product. Further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the Engineer.

335-2.2 Aggregate:

335-2.2.1 General:

Use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on the Florida Department of Transportation's website and also meeting the requirements of this specification. The URL for obtaining the list of aggregates is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

335-2.2.2 Aggregate Quality Tests:

In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 335-2.

Table 335-2 Quality Tests for Aggregate		
AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na ₂ SO ₄ or 25% Maximum using MgSO ₄
AASHTO T 96	Abrasion Resistance ⁽¹⁾	30% Maximum

(1) The abrasion test will be performed on the parent aggregate.

335-2.2.3 Gradation Requirements:

When tested in accordance with FM 1-T 027 and FM 1-T 011, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II mixture shown in Table 335-3, Column II.

Table 335-3 Mix Design Gradation Requirements			
Sieve Size	Type II Mix Design Range Percent Passing		Stockpile Tolerance from Mix Design Percent Passing
3/8 inch	100		N/A
No. 4	90 – 100		± 5%
No. 8	65 – 90		± 5%
No. 16	45 – 70		± 5%
No. 30	30 – 50		± 5%
No. 50	18 – 30		± 4%
No. 100	10 – 21		± 3%
No. 200	5 – 15		± 2%

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with FM 1-T 002. If the average of the five gradation tests is within the stockpile tolerances shown in Table 335-3, Column III for all of the sieve sizes, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 335-3, Column III, for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 335-2 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the Engineer for approval prior to production of the mix.

The Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with FM 1-T 002 is not within the gradation tolerances shown in Table 335-3, Column III for any sieve size, cease production until the problem is corrected to the satisfaction of the Engineer.

Screen all stockpiled aggregates at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles.

335-2.3 Mineral Filler:

If mineral filler is utilized in the mix design, use non air-entrained Portland cement or hydrated lime that is free from lumps. The Engineer will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table 335-5.

335-2.4 Water:

Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

335-2.5 Additives:

Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

335-3 Mix Design.

Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design must have an aggregate source used on five (5) similar projects and have been developed using the specific materials to be

used on the project. The mix design shall be developed by an independent, accredited laboratory with no affiliation to the emulsion supplier and is endorsed by the International Slurry Surfacing Association (ISSA) and has experience in designing micro surfacing mixtures.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of two weeks to either conditionally verify or reject the mix design.

Meet the requirements provided in Table 335-4. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed, and the Engineer will no longer allow the use of the mix design. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 335-4		
Mix Design Testing Requirements		
ISSA Test No.	Property	Specification Requirements
ISSA TB-139 ⁽¹⁾	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft ² Maximum
ISSA TB-114	Wet Stripping	90% Minimum
ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	50 g/ft ² Maximum 75 g/ft ² Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum
ISSA TB-113 ⁽¹⁾	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 335-5.

Table 335-5	
Mix Design Component Material Requirements	
Component Materials	Specification Requirements
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade and type used to develop the approved mix design. Any substitutions or alternate supplies must be preapproved by the Engineer. Changes in the aggregate source or emulsion source requires re-validating the mix design and the performance properties. Blending, comingling and otherwise combining materials from two or more sources, grades or types is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

335-4 Equipment.

335-4.1 General:

Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

335-4.2 Mixing Equipment:

Use a machine specifically designed and manufactured to place micro surfacing. Truck mounted and self-loading continuous machines are acceptable. Mix the material with an automatic sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis.

The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls. Four truck mounted machines of 12 cubic yard capacity, or larger, will be required for all projects or roads one half mile or less in length. Self loading continuous machines shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Two self-loading machines may be required on all projects or roads greater than one half mile in length. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the micro surfacing material and shall be equipped with opposite-side driver stations to assist in alignment.

The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

335-4.3 Proportioning Device:

Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

335-4.4 Spreading Equipment:

Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit, and be able to side shift the box to compensate for variations in the pavement geometry.

335-4.4.1 Secondary Strike-off:

Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

335-4.4.2 Rut-filling Equipment:

When required by the Contract Documents, micro surfacing material may be used to fill ruts, utility cuts, depressions in the existing surface, etc. When rutting or deformation is less than ½ inch, a full width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Ruts of 1/2 inch or greater in depth shall be filled independently with a rut-filling box, either five or six feet in width. Ruts that are in excess of 1 1/2 inch in depth may require multiple applications with the rut-filling box to restore the cross-section.

When a rut box is used, emulsified asphalt content may be reduced by 0.5% of the mix design target. Any reduction of emulsified asphalt content must be within the tolerance of the job mix formulation listed in the mix design. Material placed with the rut-filling box shall have a 1/4 inch crown to allow for traffic consolidation. Before placing subsequent lifts, allow all rut-filling material to cure under traffic for at least 24 hours.

335-4.5 Auxiliary Equipment:

Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

335-5 Calibration.

Calibrate each mixing unit to be used in the performance of the work in the presence of the Engineer prior to the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the Engineer. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted. 335-6 Weather Limitations.

Do not apply micro surfacing if either the pavement or air temperature is below 50 F. Do not apply micro surfacing when there is the possibility that the finished product will freeze within 24 hours. Do not apply micro surfacing in the rain or when there is standing water on the pavement. The mixture shall not be applied when weather conditions prevent opening to traffic within a reasonable amount of time, as determined by the Engineer.

335-7 Surface Preparation.

335-7.1 General:

Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be micro surfaced. Provide temporary striping as necessary to comply with Contract Documents. Immediately prior to applying the micro surfacing, clear the surface of all loose material, silt spots, vegetation, and other material that will negatively affect the quality of the micro surfacing, utilizing any standard cleaning method. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying micro surfacing. Protect manholes, valve boxes, drop inlets and other service entrances from the micro surfacing mixture by a suitable method. The Engineer will approve the surface preparation prior to micro surfacing. No loose aggregate, either spilled from the laydown machine or existing on the road, will be permitted.

335-7.2 Tack Coat:

Place a tack coat on all collector roads prior to constructing a micro surfacing course. A tack coat is not required on residential roads or between the leveling (scratch) course and the surface course provided the surface course is placed within 30 days of the leveling (scratch) course. If required, the tack coat should be type SS, type CSS, or the micro surfacing emulsified asphalt. It may consist of one part emulsified asphalt to three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the tack evenly at a rate of 0.05-0.15 gal/yd.

335-8 Application.

335-8.1 General:

Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The micro surfacing shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, bailing, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four

drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10-foot straight edge over the surface.

335-8.2 Rate of Application.

The average application rate shall be in accordance with Table 335-6, unless otherwise specified in the Contract Documents. Full width application rates must be maintained within ± 2 lbs/yd of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro surfacing at the edge of the pavement shall be 1/4 inch.

Table 335-6 Application Rates			
AGGREGATE TYPE	LOCATION	APPLICATION RATE⁽¹⁾	
Type II	Collectors, Local Roads, and Airport Runways	Single Application: 20-24 lbs/yd ²	Double Application (two lifts): Bottom: 14-18 lbs/yd ² Top: 16-20 lbs/yd ² Total: 30-34 lbs/yd ²
	Scratch or Leveling Course	As Required --- 12 lb/yd ² (minimum)	

(1) Application rates are based upon the weight of dry aggregate in the mixture.

335-8.3 Joints:

Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible.

Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation drop-off.

Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference between the micro surfacing and the adjacent pavement does not exceed 1/4 inch.

335-8.4 Mix Stability:

Produce a micro surfacing mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying micro surfacing material under any circumstances.

335-8.5 Handwork:

Utilize hand squeegees to provide complete and uniform coverage of micro surfaced areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand worked prior to mix placement, if necessary. Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

335-8.6 Lines:

Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

335-8.7 Cleanup:

Remove micro surfacing mixture from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the Engineer. On a daily basis, remove any debris resulting from the performance of the work.

335-8.8 Post Sweeping:

If required by the Engineer, broom the surface of any loose material within 48 hours after the completion of the micro surfacing. If directed by the Engineer, perform this operation again approximately seven to ten days after completion of the micro surfacing as needed. Additionally, clean the surface, as necessary, prior to application of the final pavement markings.

335-9 Quality Assurance.

335-9.1 Material Monitoring:

Provide a computerized material monitoring system with integrated material control devices that are readily accessible and positioned so the amount of each material used can be determined at any time. Ensure the computer system is functional at the beginning of work and during each calibration. Provide a back-up electronic materials counter that is capable of recording running count totals for each material being monitored. Equip the mixer with a radar ground measuring device. The computer system shall have the capability to record, display and print the following information:

1. Individual sensor counts for emulsion, aggregate, cement, water, and additive.
2. Aggregate, emulsion, and cement output in pounds per minute.
3. Ground travel distance.
4. Spread rate in pounds per square yard.
5. Percentages of emulsion, cement, water, and additive.
6. Cumulative totals of aggregate, emulsion, cement, water, and Additive.
7. Scale factor for all materials.

335-9.2 Sampling and Testing:

The Engineer shall obtain one sample of micro-surfacing mixture each day of production. The Engineer shall test each sample in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of the sample. Evaporate all water from the sample prior to testing. Determine the deviation of the test results for each sample from the mix design target values. Compare the deviation from the mix design to the mixture control tolerances shown in Table 335-7.

Table 335-7	
Aggregate and Emulsified Asphalt - Acceptance Limits	
Aggregate	Tolerance from Mix Design Target Values
Percent Passing No. 4 Sieve	± 6 percent
Percent Passing No. 8 Sieve	± 7 percent
Percent Passing No. 50 Sieve	± 6 percent
Percent Passing No. 200 Sieve	± 3.0 percent
Emulsified Asphalt	
Residual Asphalt Content of Mixture	± 0.6 percent

335-9.3 Application Rate:

Control the application rate for micro surfacing on a lot basis to within the "Total" range specified in 335-6. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for micro surfacing application rates placed in excess of the "Total" specified range. The unit price for each deficient lot will be reduced by ten percent for each lb/sq yd rate less than the "Total" specified range. For application rates outside the "Total" specified range, stop production of the mixture and make adjustments to correct the problem to the satisfaction of the Engineer prior to resuming production. Accept a pay reduction for deficient lot production or overlay the deficient area at full plan width and depth at no additional cost.

335-9.4 Experience:

All contractors and their subcontractors shall be FDOT prequalified in the work classes of flexible paving and hot plant-mixed bitum courses. Bidders must submit with the bid a minimum of five (5) Micro-surfacing project references from a City or County in the State of Florida, that have been completed within the past three years. Bidders are required to submit detailed information: indicating the project date, number of square yards treated in each and phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The contractor shall have in their possession, in the State of Florida at the time of bidding, four (4) micro-surface truck mounted machines and two (2) self loading machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

335-10 Basis of Payment.

335-10.1 General:

The micro surfacing shall be paid for at the Contract unit price per square yard, completed and accepted. Such price and payment shall be full compensation for performing all micro surfacing work included in this section, and shall include the cost of all materials, including the cost of the emulsified asphalt and aggregate. Crack sealing, if required, shall be paid for under the appropriate pay item.

Warranty:

The Contractor shall provide the City or County upon final acceptance of the micro surfacing work, a warranty period of three (3) years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, bleeding, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the City or County. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personal to respond to any warranty issues within 24 hours. The Contractor can be called to preform work or warranty work at any time of the year as needed by the City or County. The Contractor must have a full-time presence with an office, experienced personal and the proper equipment in Florida to respond 365 days a year.

ASPHALTIC SURFACE TREATMENT (CHIP SEAL) SPECIFICATIONS

The work specified in this section consists of furnishing and applying a single, double or triple application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the City and in substantial conformance with the limits established by the owner.

Description: Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

Materials:

Aggregates: Crushed granite conforming to FDOT specifications section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

All aggregate, #89, #78 and #67 shall be treated prior to application with Emulsified Asphalt Grade CSS-1H at the rate of .4% to .8% residual asphalt. All aggregate, clean broken stone, shall be pre-coated with an asphaltic material prior to the oil and chip process. All of the stone shall have 100% total coverage. A pugmill shall be used to pre-coat the stone. Stone having less than 100% total coverage shall not be used. The emulsified asphalt grade CSS-1H shall coat the entire surface of all of the aggregate. The pre-coating process is to take place at a location that is approved by the City. The City shall approve the pre-coated aggregate before the seal coat process begins.

All costs for the pre-coating and placement of aggregate shall be included in the cost of the items surface treatment CRS-2P and asphaltic pre-coated cover material, clean broken stone. Payment shall not be made for the surface treatment/pre-coated cover material, clean broken stone unless a representative of the City is present to observe the pre-coating process.

Liquid bituminous material for surface treatment: CRS-2P liquid bituminous material conforming to AASHTO M 316-99. When CRS-2P is specified apply the following modifications:

- a.) Distill the CRS-2P at 400°F for 20 min. and
- b.) Provide Polymer-Modified Cationic Emulsified Asphalt, CRS-2P produced by using polymer modified base asphalt only. The emulsion shall be pumpable and suitable for application through a distributor truck.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Venezuelan Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by the City. The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

Cationic Asphalt Emulsion

Material Designation		
Test on Emulsion:	Minimum	Maximum
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	100	400
Demulsibility, 35ml, 0.8 percent DSS, %	70	-
Sieve Test, %	-	0.1
Storage Stability	-	1
Residue by Distillation, 350°F max, %	65	---
Oil distillate, % by volume of emulsion	---	0.5
Residue Test, ASTM D 244 Low Temp	Minimum	Maximum
Penetration, 77°F, 100gr, 5 sec	70	150
Elastic Recovery, ASTM D 6084, method B, 77°F, 5 cm/min, %	50	-
Softening Point, °F	125	-
Solubility in Trichloroethylene, %	97.0	-

Material Samples:

The City will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The City will require the Contractor to provide sample containers and a local Independent testing laboratory with no affiliation to the emulsion supplier for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The City reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

Equipment

Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that as been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to twenty-four (24) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard.

Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet. Two distributor trucks will be required on all projects.

Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 24 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

Rollers:

The contractor shall use one, ten (10) ton steel wheeled roller and two, eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi.

The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

Self-Propelled Rotary Power Broom:

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

Experience:

All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant-mixed bitum courses. Bidders must submit with the bid a minimum of five (5) Chip Seal project references from a City or County in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. The Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The Contractor shall have in their possession, in the State of Florida at the time of bidding, two (2) or more aggregate spreaders and two (2) distributors as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction

Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

Weather and Seasonal limitations:

The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Preparation of Surface:

The chip seal material shall be placed on a firm unyielding prepared roadway. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate and other debris.

Application of bituminous material:

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- Single Chip Seal: Application of the liquid bituminous material shall be applied at a rate of .40 - .45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.
- Double Chip Seal: The second application of liquid bituminous material shall be applied at a rate of .40 - .42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.
- Triple Chip Seal: The third application of liquid bituminous material shall be applied at a rate of .35 - .38 gallons per square yard depending upon the size of the first two layers of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first and second applications of surface treatment.

Application of cover Aggregate:

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 25 - 30 lbs square yard depending upon the type of road base and/or the size of the existing aggregate that is being resurfaced.

Rolling:

Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller.

Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material. Eliminate the steel drum when rolling the second application of cover aggregate. Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

Sweeping:

After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed. Following second application again broom loose aggregate from the road bed prior to the application of the fog seal. If temperatures exceed 85 degrees, it may be necessary to wait 24 hours before sweeping the first application of chip seal.

Fog Seal:

Upon direction from the engineer, fog seal is to be applied as a separate pay item. When surface treatment has set, a fog seal is to be applied at a rate of .1 to .15 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water. If sanding is needed, the fog seal shall be lightly sanded at a rate of plus or minus two (2) pounds per square yard by means of a mechanical spreader.

General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall have on site an M.O.T. person with no less than an Intermediate

certification and submit an M.O.T plan indicating all facets of traffic control for the project area. The M.O.T. plan must be approved in writing by the City prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Chip Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to Chip Seal, it shall be measured separately as listed in the Technical Provision for Fog Seal. The prime contractor must perform at least 51% or more of the project that includes Chip Seal.

Basis of Payment:

The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Chip Seal (Single application), Chip Seal (Double application) or Chip Seal (Triple application) as listed in the Bid Form. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Chip Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the City, Fog Seal shall be applied and paid separately as listed in the Technical Provision for Fog Seal.

Cape Seal will be the combined price per SY of a Single Chip Seal and a Double Micro-surface.

Cape Seal Applications:

For Cape Seal applications a Single Chip Seal with #89 stone (treated with CSS-1H) aggregate will be applied to the roadway. After sweeping the single chip seal in 24 to 48 hours a double micro-surface 30-34 lbs/SY will be applied in two lifts. (See Micro-surfacing Specifications and warranty)

FULL DEPTH RECLAMATION WITH ASPHALT EMULSION SPECIFICATIONS

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material and emulsified asphalt and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives if called for in the Special Conditions or design mix formula. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer. Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

Materials:

RAP: Materials must meet all requirements specified in the 2010 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

Additional Base Materials: Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

Asphalt Emulsion: When asphalt emulsion treatment is specified, asphalt emulsion, type CSS- 1h or CMS-2h mod., meeting the requirements of ASTM D2397-98, shall be utilized.

Portland Cement: When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. If cement is added with emulsion no more than 4% shall be used on the project.

Water: The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

Soil: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

Equipment:

Road Reclaimer: Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture. The reclaiming machine shall mix the emulsified asphalt additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

Motor Grader: Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

Rollers: Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

Additional equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

Cement Delivery Equipment: A calibrated screw-type distributor shall be used with a curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Full Depth Reclamation (with emulsion stabilization) project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction:

Layout: The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the engineer.

Weather and Seasonal limitations: The base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

Mix Design: Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of asphalt emulsion or foamed asphalt needed to produce a finished base course with a mix design target of 300 PSI and a final in place base compressive strength of 200 to 400 PSI. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of asphalt emulsion or foamed asphalt required in the mix. Test specimens containing various amounts of asphalt emulsion or foamed asphalt are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of either is to be determined. Actual application quantities for the additives will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the engineer. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

Mix Design Performance Criteria		
<i>100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:</i>		
Property	Criteria	Purpose
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	1,250 lb min.	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 - Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage
* Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.		
**Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath		

Widening: When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor. The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris. After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

Additional Material: When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

Pulverization: The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2"	98 - 100
1-1/2"	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation. The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day's work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day's work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project. After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

Compaction: Commence rolling with self propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed. Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat. The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922. Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained. At the end of each day's production, a transverse construction

joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

Finishing: Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompact to the required density. Correct all irregularities greater than 1" over ten feet to the satisfaction of the engineer.

Protection and Curing: After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed. At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material is applied. The curing material shall be maintained and re-applied as needed by the Contractor during the 7-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work. When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

Thickness: The average thickness of the base constructed during one day shall be within ½ inch (12 mm) of the thickness required, except that the thickness of any one point may be within ¾ inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

Sampling and Testing:

<u>Control Testing for Full Depth Reclamation Field Sampling and Testing</u>			
Type of Test	Method	Frequency	Size and Location
RAP and Soil Cement Base Gradation	ASTM D-136	Each 3000 SY (not less than once per day)	20 lb min sampled from hopper
Moisture Density Relationship of Soil Cement Mixtures	ASTM D-558	Each 1000 SY (not less than once per day)	33 lb min sampled from pulverized base
Compressive Strength of Molded Soil Cement Cylinders	ASTM D-1633	Each 3000 SY (not less than once per day)	33 lb min sampled from pulverized and mixed base
In-place Field Density	ASTM D-2922	Each 250 SY (not less than once per day)	Random locations after spreading and compacting

specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the City's option, cores may be taken by the engineer in the finished product to further ensure base thickness meets requirements. All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site. Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. An item necessary for Full Depth Reclamation with Asphalt Emulsion, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat... Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

Basis of Payment:

The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Full Depth Reclamation (Pulverization), the per Gallon price for Asphalt Emulsion, the per Cubic Yard price for Excavation and the per TON price for General Use Optional Base Material. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Asphalt Emulsion, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

RAP / Milling Placement Specifications

1. Mobilize a crusher to crush millings to 1/2" minus
2. Load & haul crushed millings to the attached locations
3. Prior to placement of the crushed RAP the existing roads shall be clipped and any low areas (pot holes included) shall be filled and rolled with a standard rolling pattern.
4. The crushed Rap must have the proper amount of moisture to allow for compaction/ be placed by a self propelled Paving Machine with a standard 10' main screed, be able to hold an 18' roadway from edge to edge, and will be compacted to a standard rolling pattern according to the 2000 Standard DOT Spec. Book
5. Spread rate of the application of crushed RAP of will be placed at 250 lbs per SY
6. After accepted, it will have to be Primed & Sanded at an application rate not less than 0.10 Gal/Per SY, unless a lower rate is directed by LCDOT.
7. Dress the edges at any drop offs and positive Drainage
8. Driveway tie ends shall not exceed more than 1" at concrete or Paved drives

FOG SEAL SPECIFICATIONS

The work specified in this section consists of furnishing and applying fog seal on existing roads at application rates described here-in.

Description: Fog seals are a method of adding asphalt to an existing pavement surface to improve sealing or waterproofing, prevent further stone loss by holding aggregate in place, or simply improve the surface appearance. Generally, fog seal is a light spray application of diluted asphalt emulsion used primarily to seal an existing asphalt surface to reduce raveling and enrich dry and weathered surfaces. However, inappropriate use can result in slick pavements and tracking of excess material.

Materials:

The emulsion types recommended for fog seals may be cationic (i.e., a positive surface charge on the asphalt particles), or anionic (i.e., a negative surface charge on the asphalt particles). The primary types used are CSS-1h and SS-1h. In some circumstances, CQS-1h (and LMCQS-1h) will give a faster set.

Liquid emulsified bituminous material for dilution: CSS-1h liquid bituminous material conforming to the requirements of AASHTO MI 208 or SS-1h conforming to the requirements of AASHTO M 140 (except as modified herein) shall be utilized. The contractor shall certify the liquid bituminous material meets the aforementioned specifications.

The asphalt emulsion may contain up to 43% water prior to dilution. Original emulsion water and dilution water shall be limited to and not exceed for any reason 50% by volume. Therefore, residual asphalt shall equal 50% (+1%, -0%).

Dilution Water and Emulsion Water: Water introduced into the asphalt must be potable and free from detectable solids or incompatible soluble salts (hard water).

Material Samples:

The City will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The City will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The City reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

Equipment

Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .03 to .22 gallons per square yard with nozzles adjusted to allow minimum overlap of 3x. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents.

Distributors shall be equipped with an asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices shall be the responsibility of the Contractor.

Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Fog Seal project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction

Layout:

The Contractor will be responsible for the layout of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

Weather and Seasonal limitations:

The fog seal shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 59°F, and no more than 140°F. If unexpected rain occurs prior to the emulsion breaking, the area shall be re-fogged at no cost to the City. Further, the contractor's traffic control and project monitoring shall continue until the

surface is either free of emulsion or the emulsion applied has broke and the resultant surface is not slippery or dangerous to vehicular travel.

Preparation of Surface:

The contractor will be responsible for blowing or sweeping the road immediately ahead of the fog seal operation to make sure the road is free of loose aggregate and other debris. The surface shall be clean and dry prior to the application.

Application of bituminous material:

The emulsion shall be diluted no more than 24 hours before its intended use to avoid settlement of the diluted emulsion. Water shall be introduced into the emulsion. Introducing emulsion into water is not permitted. The emulsion shall be circulated using a centrifugal or other suitable pump to ensure uniformity as needed.

Properly calibrated distributor trucks with 4 to 5 mm (1/8" to 3/16") opening spray nozzles shall be used to apply the emulsion. The emulsion may be heated to 122°F maximum, or may be applied at ambient temperatures conforming to the requirements of this technical provision. The emulsion shall be sprayed at a rate as directed in the field by the City. Application will be determined dependent upon the surface conditions.

Tight Surface (low absorbance and relatively smooth) - .09-.14 gal/sy

Open Surface (relatively porous and absorbent with open voids) - .18-.22 gal/sy

Exceptions: When fog seal is required as a subsequent treatment to chip seal, OGCM, or other method described in this contract, materials, equipment and application shall be as described in this technical provision and as amended in the technical provision appropriate to the work the fog seal is subsequent to. If discrepancies occur, the City shall determine the appropriate specification.

Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh fog seal until material is sufficiently broke such that tire pickup does not occur. The Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area.

The MOT plan must be approved in writing by the City prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Fog Seal, and not specifically listed in another item in the Bid Form, shall be included in this item.

Basis of Payment:

The quantities to be paid for under this Technical Provision shall be included in the per square yard price for Fog Seal. There will be a bid item for "Tight Surfaces" (.09-. 14 gal/sy) and a separate bid item for "Open Surfaces" (.18-.22 gal/sy) as listed in the Bid Form. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Fog Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

CAPE SEAL SPECIFICATIONS

Description:

The work specified in this section consists of furnishing and applying a single application of polymer modified bituminous surface treatment followed by a mixture of polymer-modified emulsified asphalt, mineral aggregate,

mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface, established by the City and in substantial conformance with the limits established by the owner. This two-step process is called a Cape Seal.

Materials

Aggregates: for the first coat, surface treatment crushed granite conforming to FDOT specifications section 901, table 1 for #89 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner.

Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

All aggregate, #89 shall be treated prior to application with Emulsified Asphalt Grade CSS-1H at the rate of .4% to .8% residual asphalt. All aggregate, clean broken stone, shall be pre-coated with an asphaltic material prior to the oil and chip process. All of the stone shall have 100% total coverage. A pugmill shall be used to pre-coat the stone. Stone having less than 100% total coverage shall not be used. The emulsified asphalt grade CSS-1H shall coat the entire surface of all of the aggregate. The pre-coating process is to take place at a location that is approved by the City. The City shall approve the pre-coated aggregate before the seal coat process begins. All costs for the pre-coating and placement of aggregate shall be included in the cost of the item Cape Seal.

Payment shall not be made for the Cape Seal unless a representative of the City is present to observe the pre-coating process.

Aggregates: for the final coat, use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on the Florida Department of Transportation's website and also meeting the requirements of this specification. The URL for obtaining the list of aggregates is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf> In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 62-1.

Table 62-1 Quality Tests for Aggregate		
AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na ₂ SO ₄ or 25% Maximum using MgSO ₄
AASHTO T 96	Abrasion Resistance ⁽¹⁾	30% Maximum

(1) The abrasion test will be performed on the parent aggregate.

Gradation Requirements:

When tested in accordance with FM 1-T 027 and FM 1-T 011, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II mixture shown in Table 62-2, Column II.

Table 62-2 Mix Design Gradation Requirements			
Sieve Size	Type II Mix Design Range Percent Passing		Stockpile Tolerance from Mix Design Percent Passing
3/8 inch	100		N/A
No. 4	90 – 100		± 5%
No. 8	65 – 90		± 5%
No. 16	45 – 70		± 5%
No. 30	30 – 50		± 5%
No. 50	18 – 30		± 4%
No. 100	10 – 21		± 3%
No. 200	5 – 15		± 2%

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with FM 1-T 002.

If the average of the five gradation tests is within the stockpile tolerances shown in Table 62-2, Column III for all of the sieve sizes, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 62-2, Column III, for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 62-1 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the Engineer for approval prior to production of the mix.

The Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with FM 1-T 002 is not within the gradation tolerances shown in Table 62-2, Column III for any sieve size, cease production until the problem is corrected to the satisfaction of the Engineer.

Screen all stockpiled aggregates at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles.

Mineral Filler:

If mineral filler is utilized in the mix design, use non air-entrained Portland cement or hydrated lime that is free from lumps. The Engineer will accept the mineral filter by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table 62-4.

Water:

Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

Additives:

Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

Mix Design:

Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design must have an aggregate source used on five (5) similar projects and have been developed using the specific materials to be used on the project. The mix design shall be developed by an independent, accredited laboratory with no affiliation to the emulsion supplier and is endorsed by the International Slurry Surfacing Association (ISSA) and has experience in designing such mixtures.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of two weeks to either conditionally verify or reject the mix design. Meet the requirements provided in Table 62-3. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed, and the Engineer will no longer allow the use of the mix design. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 62-3 Mix Design Testing Requirements		
ISSA Test No.	Property	Specification Requirements
ISSA TB-139 ⁽¹⁾	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft ² Maximum
ISSA TB-114	Wet Stripping	90% Minimum
ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	50 g/ft ² Maximum 75 g/ft ² Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum
ISSA TB-113 ⁽¹⁾	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 62-4.

Table 62-4 Mix Design Component Material Requirements	
Component Materials	Specification Requirements
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade and type used to develop the approved mix design. Any substitutions or alternate supplies must be preapproved by the Engineer. Changes in the aggregate source or emulsion source requires re-validating the mix design and the performance properties. Blending, comingling and otherwise combining materials from two or more sources, grades or types is strictly prohibited.

Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

Liquid bituminous material for the first coat: CRS-2P liquid bituminous material conforming to AASHTO M 316-99. When CRS-2P is specified apply the following modifications:

a.) Distill the CRS-2P at 400°F for 20 min. and

b.) Provide Polymer-Modified Cationic Emulsified Asphalt, CRS-2P produced by using polymer modified base asphalt only. The emulsion shall be pumpable and suitable for application through a distributor truck. The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from an Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by the City. The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

Cationic Asphalt Emulsion		
Material Designation		
Test on Emulsion:	Minimum	Maximum
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	100	400
Demulsibility, 35ml, 0.8 percent DSS, %	70	-
Sieve Test, %	-	0.1
Storage Stability	-	1
Residue by Distillation, 350°F max, %	65	---
Oil distillate, % by volume of emulsion	---	0.5
Residue Test, ASTM D 244 Low Temp	Minimum	Maximum
Penetration, 77°F, 100gr, 5 sec	70	150
Elastic Recovery, ASTM D 6084, method B, 77°F, 5 cm/min, %	50	-
Softening Point, °F	125	-
Solubility in Trichloroethylene, %	97.0	-

Liquid bituminous material for the final coat: Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1 h as listed in Table 62-5. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

The Engineer may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it prior to use.

Quality Tests:

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the following additions:

Table 62-5		
Quality Tests for Emulsified Asphalt		
AASHTO Test No.	Emulsified Asphalt Property	Specification Requirements
AASHTO T 59	Residue after Distillation ⁽¹⁾	62% Minimum
AASHTO T 59	Cement Mixing	Not Required
Quality Tests for Emulsified Asphalt Residue		
AASHTO T 53	Softening Point	135°F (57°C) Minimum

(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.

Sampling, Certification, and Verification:

For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the Engineer for testing before use. A pretest number will then be assigned by the Engineer, and the pretest number shall be furnished with all emulsified asphalt delivered to the project.

At any time during application, the Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the Engineer may require the supplier to cease shipment of that pre-tested product. Further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the Engineer.

Material Samples:

The City will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The City will require the Contractor to provide sample containers and a local Independent testing laboratory with no affiliation to the emulsion supplier for the analyzing of emulsion. The City will be responsible for the cost of the testing. The City reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

Equipment:

Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to twenty-four (24) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard.

Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet. Two distributor trucks will be required on all projects.

Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 24 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

Rollers:

The contractor shall use three, eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure

varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

Sweepers:

A minimum of 2 vacuum sweepers shall be used on this project. In rural areas a self-propelled rotary broom can be used. It shall be equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. In residential areas a vacuum street sweeper must be used, and all excess aggregate shall be swept within 24 to 48 hours after the first application of the Cape Seal has been applied.

Mixing Equipment:

Truck mounted, and self-loading continuous machines are acceptable. Mix the material with an automatic-sequenced, self-propelled mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls. Four truck mounted machines of 12 cubic yard capacity, or larger, will be required for all projects or roads one half mile or less in length.

Self-loading continuous machines shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Two self-loading machines shall be required on all projects or roads greater than one half mile in length. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the material and shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

Proportioning Device:

Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

Spreading Equipment:

Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved, and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit and be able to side shift the box to compensate for variations in the pavement geometry.

Secondary Strike-off:

Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

Auxiliary Equipment:

Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

Calibration:

Calibrate each mixing unit to be used in the performance of the work in the presence of the Engineer prior to the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed.

Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the Engineer. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

Experience:

All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant-mixed bitum courses. Bidders must submit with the bid a minimum of five (5) Cape Seal project references from a City or County in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. The Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The Contractor shall have in their possession, in the State of Florida at the time of bidding, two (2) or more aggregate spreaders, two (2) distributors, four (4) truck mounted machines and two (2) self loading machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction

Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

Weather and Seasonal limitations:

The cape seal treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Preparation of Surface:

The cape seal material shall be placed on a firm unyielding prepared roadway. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate and other debris. Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be cape sealed. Provide temporary striping as necessary to comply with Contract Documents. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying cape seal. Protect manholes, valve boxes, drop inlets and other service entrances from the cape seal mixture by a suitable method. The Engineer will approve the surface preparation prior to cape seal. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted on the final application.

Application of bituminous material:

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- Single Chip Seal: Application of the liquid bituminous material shall be applied at a rate of .32 -.38 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.

Application of cover Aggregate:

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 22 - 28 lbs square yard depending upon the type of road that is being resurfaced.

Rolling:

Immediately following the first application of the cover material, roll the entire surface with pneumatic rollers. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material and as far as it is practicable and consistent with the setting of the liquid bituminous material.

Sweeping:

After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material within 24 to 48 hours after the first application, before the final lift is applied.

Application of final lift:

Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The material shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, bailing, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd² area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10-foot straight edge over the surface.

Rate of Application:

The average application rate shall be in accordance with Table 62-6, unless otherwise specified in the Contract Documents. Full width application rates must be maintained within ± 2 lbs/yd² of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture.

The maximum thickness of any single layer of micro surfacing at the edge of the pavement shall be 1/4 inch.

Table 62-6 Final Application Rates			
AGGREGATE TYPE	LOCATION	APPLICATION RATE⁽¹⁾	
Type II	Collectors, Local Roads, and Airport Runways	Single Application: 26-30 lbs/yd ²	

(1) Application rates are based upon the weight of dry aggregate in the mixture.

Joints:

Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible.

Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation drop-off.

Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference does not exceed 1/4 inch.

Mix Stability:

Produce a mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying material under any circumstances.

Handwork:

Utilize hand squeegees to provide complete and uniform coverage of cape sealed areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand worked prior to mix placement, if necessary. Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

Lines:

Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

Cleanup:

Remove cape seal material from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the Engineer. On a daily basis, remove any debris resulting from the performance of the work.

Quality Assurance

Material Monitoring:

Provide a computerized material monitoring system with integrated material control devices that are readily accessible and positioned so the amount of each material used can be determined at any time. Ensure the computer system is functional at the beginning of work and during each calibration. Provide a back-up electronic materials counter that is capable of recording running count totals for each material being monitored. Equip the mixer with a radar ground measuring device. The computer system shall have the capability to record, display and print the following information:

1. Individual sensor counts for emulsion, aggregate, cement, water, and additive.
2. Aggregate, emulsion, and cement output in pounds per minute.
3. Ground travel distance.
4. Spread rate in pounds per square yard.
5. Percentages of emulsion, cement, water, and additive.
6. Cumulative totals of aggregate, emulsion, cement, water, and additive.
7. Scale factor for all materials.

Sampling and Testing:

The Engineer shall obtain one sample of micro-surfacing mixture each day of production. The Engineer shall test each sample in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of the sample. Evaporate all water from the sample prior to testing. Determine the deviation of the test results for each sample from the mix design target values. Compare the deviation from the mix design to the mixture control tolerances shown in Table 62-7.

Table 62-7	
Aggregate and Emulsified Asphalt - Acceptance Limits	
Aggregate	Tolerance from Mix Design Target Values
Percent Passing No. 4 Sieve	± 6 percent
Percent Passing No. 8 Sieve	± 7 percent
Percent Passing No. 50 Sieve	± 6 percent
Percent Passing No. 200 Sieve	± 3.0 percent
Emulsified Asphalt	
Residual Asphalt Content of Mixture	± 0.6 percent

Application Rate:

Control the application rate for micro surfacing on a lot basis to within the "Total" range specified in 62-6. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for application rates placed in excess of the "Total" specified range. The unit price for each deficient lot will be reduced by ten percent for each lb/sq yd rate less than the "Total" specified range.

For application rates outside the "Total" specified range, stop production of the mixture and make adjustments to correct the problem to the satisfaction of the Engineer prior to resuming production. Accept a pay reduction for deficient lot production or overlay the deficient area at full plan width and depth at no additional cost.

Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall have on site an M.O.T. person with no less than an Intermediate certification and submit an M.O.T. plan indicating all facets of traffic control for the project area. The M.O.T. plan must be approved in writing by the City prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Cape Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. The prime contractor must perform at least 51% or more of the project that includes Cape Seal.

Basis of Payment:

The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Cape Seal as listed in the Bid Form. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Cape Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the City.

Warranty:

The Contractor shall provide the City upon final acceptance of the Cape Seal work, a warranty period of three (3) years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the City. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personal to respond to any warranty issues within 24 hours. The Contractor can be called to preform work or warranty work at any time of the year as needed by the City. The

Contractor must have a full-time presence with an office, experienced personal and the proper equipment in Florida to respond 365 days a year.

IN-PLACE RECYCLING-RECONSTRUCTION WITH ASPHALT EMULSION

AND CEMENT BLEND SPECIFICATION

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material, emulsified asphalt, Portland cement and other additives per the mix design. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion, cement, and additives if called for in the Special Conditions or design mix formula. The process, which results in a stabilized base course, shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer. Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

Materials:

RAP: Materials must meet all requirements specified in the 2017 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

Additional Base Materials: Additional base materials may be needed to meet the mix design parameter for adjusting grade elevations, as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such. Section 285, Table 285-1 FDOT.

Asphalt Emulsion: When the mix design calls for stabilization with asphalt emulsion, utilize CSS- 1h or CMS-2h, meeting the requirements of AASHTO M 208-01 (2009) and approved by the State Materials Office prior to use. Foamed Asphalt: If the mix design calls for stabilization with foamed asphalt utilize an asphalt binder meeting the requirements of Section 916 FDOT and listed on the FDOT Department's Approved Products List.

Portland Cement: When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. When cement is added with the emulsion no more than 2.5% shall be used on the project, unless approved by the Engineer.

Water: The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

Soil: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds and deleterious materials.

Equipment:

Road Reclaimer: Shall be originally designed for pavement reclaiming of a size equal to or larger than a Wirtgen WR 2401 with comparable specifications including but not limited to: horsepower, rotor size, and injection system. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 20 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture.

The reclaiming machine shall mix the emulsified asphalt and cement additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

Milling Machine:

A 10 foot and a 12 foot mill, self-propelled, bi-directional, down-cutting, lateral/horizontal mixing, cold milling machine capable of pulverizing the existing asphalt (and base material as needed to a maximum depth of 14

inches) in a single pass to the depth shown on the plans will be required. The machine shall have automatic depth controls to maintain the cutting depth to within % in (6 mm) of that shown on the plans and shall have a positive means for controlling cross slope elevations. A 30 foot non-contact averaging beam must be used on the mill. The use of a heating device to soften the pavement will not be permitted. Up-cutting machines shall not be permitted. Machines that only provide vertical mixing will not be permitted.

The milling machine must be equipped with a liquid metering device capable of adjusting the flow of asphalt emulsion to compensate for any variation in the speed of the machine. The metering device shall deliver the amount of asphalt emulsion to within 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

Bituminous Paver:

A self-propelled high density paver having tamper bar compaction, electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the reclaimed base mixture in one smooth continuous pass to the specified section and according to the plans. A 30 foot non-contact averaging beam must be used on the bituminous paver. To reduce material segregation, the bituminous paver must utilize a hopper insert.

Motor Grader:

Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

Rollers:

Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 28 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers. Additional equipment; Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

Cement Delivery Equipment:

Ensure cement is spread uniformly and accurately during the recycling process with an Integrated binder spreader system, capable of spreading in various widths by opening or closing panels and micro processor-controlled metering cells for precise metering of the cement. The spreader shall be mounted on the Road Reclaimer, have digital and automated controls and be dust free. Minimize the amount of airborne cement dust to the satisfaction of the Engineer and in accordance with OSHA regulations.

A cement spreader can only be used if milling machines are required. The cement spreader shall be equipped with a bag house and curtains with the capable of spreading 25 tons at one time before being reloaded. Cement will not be allowed to be spread with spreader bars from a tanker.

Experience:

All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant-mixed bituminous courses. Bidders must submit with the bid a minimum of five (5) In-Place Recycling-Reconstruction (with emulsion and cement blend stabilization) project references from a City or County in the State of Florida, that have been completed within the past two years. Minimum experience requirement must be met by the Prime Bidder and not the proposed subcontractor for this project. Bidders are required to submit detailed information: indicating the project date, number of square yards treated in each and

phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The contractor shall have in their possession at the time of bidding, three (3) or more Road Reclaimers and two (2) or more Milling Machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction:

Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the reclaimed roadway elevation, template and cross slope are as previously planned after the final wearing surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work.

Weather and Seasonal limitations: The base shall not be mixed or placed while the atmospheric temperature is below 40 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

Mix Design: Prior to construction, obtain an adequate number of core samples to develop the mix design(s). Representative samples of the asphalt pavement material, underlying base material, and virgin materials, where applicable, shall be supplied to an independent, nationally accredited laboratory with no partnership with the emulsion supplier, for testing to determine the proportions of asphalt emulsion and cement needed to produce a mix design meeting the requirements of Table 198-1. The optimum binder content shall be the binder content that results in the highest wet tensile strength while also having 70% retained tensile strength compared to the dry strength and additionally has a minimum 3500 pounds Marshall stability. Cement shall be used at a minimum dosage rate of 1% and at a maximum dosage rate of 2.5% by dry weight of reclaimed material. Cement amounts greater than 2.5% will only be allowed if approved by the engineer. The mix design shall be signed and sealed by a professional engineer and submitted to the Engineer prior to use for approval.

Table 198-1 Mix Design Criteria		
Test	Test Method Number	Criteria
Gradation of reclaimed material	AASHTO T 27-11	Report
Determination of optimum binder content		
Compaction effort at optimum fluids content. Marshall Compactor; 50 blows/side or Superpave Gyratory Compactor, 100 mm diameter specimens, 30 gyrations. Density determination.	Asphalt Institute MS 14, Appendix F. ASTM D6926-10 AASHTO T 312-12 FM 1-T 166	Report
Marshall stability Cure at 60°C to constant weight. Test at 40°C.	ASTM D6927-06	3500 lbs. minimum stability
Resistance of compacted bituminous mixture to moisture induced damage. 55 to 75% vacuum saturation, water bath at 25°C for 23 hours, last hour in water bath at 40°C.	AASHTO T 283-07 (2011)	70% minimum retained tensile strength

Widening:

When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Reclaimed existing roadway parent materials or approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the recycler, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

Additional Material: When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

Pulverization:

The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

Table 198-2

SIEVE SIZE	PERCENT PASSING
2"	98 - 100
1-1/2"	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day's work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day's work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

Compaction:

Commence rolling with self propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 94 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with AASHTO T-180. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling.

Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained. At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid.

Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

Finishing: Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than V-i' over ten feet to the satisfaction of the engineer.

Protection and Curing:

After the base course has been finished as specified herein, it shall be protected against drying for a period of 2 to 3 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy or a sacrificial HMA paving 4.75 mix as per Dev 337 on collector & arterial roads with over 10,000 ADT. Both are incidental and will be included in the In-Place Recycling price. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

If performed, micro fracturing will be performed within 48 to 72 hours after the chemical add mixtures have been introduced into the reclaimed base. At the time the prime coat or 4.75 mix is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to promote adhesion of the bituminous material. To prevent equipment from marring or damaging the completed work, protect finished portions of base used by equipment.

Do not allow traffic on the reclaimed base until it is assured the reclaimed base surface will not distort, shove, or ravel under the anticipated vehicular loading.

Thickness:

The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

Sampling and Testing

Quality Control:

Perform the following quality control tests at the prescribed frequency. Randomly determine sample locations in accordance with ASTM D 3665-12 or equivalent. Reclaimed material gradation: Determine the percent passing the following sieve sizes: 3 inches and 2 inches. Obtain a sample at a frequency of one sample per 5,000 SY. Meet the requirements of Table 198-2. If the requirements of Table 198-2 are not met, adjust the pulverization operation so that the resultant material will meet specification requirements or to the satisfaction of the Engineer. Moisture/density relationship of reclaimed base: Establish a wet/dry density relationship for density specification compliance by obtaining a sample at a frequency of once per 5000 square yards for Modified Proctor (AASHTO T-180) determination. Determine the moisture content in accordance with AASHTO T 110-03 (2011), AASHTO T 265-1 2, or ASTM D 4643-08.

In-place field density:

Perform one nuclear density test per 1000 square yards. The dry field density (i.e. corrected gauge wet density) of the compacted mixture shall average at least 96.0 percent of the maximum laboratory dry density as determined by modified proctor. No individual density test shall be lower than 94.0 percent of the maximum laboratory dry density. If one density test is below 94.0 percent or two consecutive density tests are below 96.0 percent of the maximum laboratory dry density, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

Marshall stability:

Perform Marshall stability testing twice per day or once per day if less than 1500 square yards is reclaimed. Meet the requirements of Table 198-1. If the Marshall stability does not meet the requirements of Table 198-1, cease production and resolve the issue to the satisfaction of the Engineer before resuming production. Retained tensile strength: Perform retained tensile strength testing twice per day or once per day if less than 1500 square yards is

reclaimed. Meet the requirements of Table 1 98-1. If the retained tensile strength does not meet the requirements of Table 198-1, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

Depth of mixing:

Determine the depth of mixing at least once per 250 square yards. Meet the requirements of Thickness.

Cross slope measurement: Meet the requirements of Table 330-4 FDOT 2017. Additional sampling and testing may be required if significant changes in the characteristics of the reclaimed material are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when there is considerable variability in the field test results. All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for In-Place Recycling-Reconstruction with Asphalt Emulsion and Cement, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, sacrificial 4.75 mix, prime coat, sanding prime coat... Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

Basis of Payment:

The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for In-Place Recycling-Reconstruction, (Pulverization), the per Gallon price for Asphalt Emulsion, the per ton price for Portland Cement, the per Cubic Yard price for Excavation and the per TON price for General Use Optional Base Material. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to In-Place Recycling-Reconstruction with Asphalt Emulsion and Cement, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Warranty:

The Contractor shall provide the City or County upon final acceptance of the In-Place Recycling- Reconstruction with Asphalt Emulsion and Cement work, a warranty period of three years (36 months) which shall include all materials and workmanship. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personal to respond to any warranty issues within 24 hours. The Contractor can be called to preform work or warranty work at any time of the year as needed by the City or County. The Contractor must have a full-time presence with an office, experienced personal and the proper equipment in Florida to respond 365 days a year.

TECHNICAL REQUIREMENTS

Section 1. CRACK FILLING/SEALING

1.1 Description

All cracks within the specified area that are one quarter (1/4) inch or greater shall be properly prepared and sealed. Crack filling material must cure for a minimum of 30 days prior to application of the micro surfacing or asphalt concrete.

1.2 References

All reference standards and specifications shall be the current issue or latest revision at the first date offender advertisement. These specifications herein are in addition to the following standards, specifications or publications listed below:

- ASTM D-5329: Standard Test Method for Sealants and Fillers, Hot-Applied, For Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements.

- ASTM D3 6: Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
- ASTM D3111: Standard Test Method for Flexibility Determination of Hot-Melt Adhesives by Mandrel Bend Test Method.
- ASTM DII 3: Standard Test Method for Ductility of Bituminous Materials
- ASTM D-2669: Standard Test Method for Apparent Viscosity of Petroleum Waxes Compounded with Additives (Hot Melts)
- ASTM D4: Standard Test Method for Bitumen Content
- ASTM D6690: Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

1.3 Experience

All contractors and their subcontractors shall be FDOT prequalified in the work classes of flexible paving and hot plant-mixed bitum courses. Bidders must submit with the bid a minimum of five (5) Crack Seal project references from a City or County in the State of Florida, that have been completed within the past three years. Bidders are required to submit detailed information:

indicating the project date, number of square yards treated in each and phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The contractor shall have in their possession, in the State of Florida at the time of bidding, three (3) or more crack seal machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personal to respond to any warranty issues within 24 hours. The Contractor can be called to perform work or warranty work at any time of the year as needed by the City or County. The Contractor must have a fulltime presence with an office, experienced personal and the proper equipment in Florida to respond 365 days a year.

1.4 Submittals

- a) The CONTRACTOR shall submit to the Project Manager the specifications sheets along with the manufacturer's suggested installation procedures of the type of crack seal that is to be used.
- b) A log sheet shall be maintained during the crack seal operations. The original of this log sheet shall be supplied to the Project Manager. A minimum of the following information shall be recorded:
 1. Date, time and amount added to the melter. The lot number from each box added shall be also recorded.
 2. Road name, date, time application process starts, amount installed, time application process ends.
 3. Weather conditions.
- c) The CONTRACTOR shall supply the Project Manager with tickets and the corresponding actual lot numbers removed from the boxes, showing the amount of gallons used for each road.
- d) A log of all herbicides, if any, shall be kept and a copy shall be supplied to the Project Manager within one (1) week of spraying. This log shall include the type of material, mixture rate, application rate, location, date, and time of application.

1.5 Materials

- a) Crack Seal: Crack sealer product shall be Crafcro PolyFlex Type 3, product # 34521 or equivalent. It shall be an asphalt based product designed to be used to fill cracks and joints in asphalt. It shall have the ability to seal out water.
- b) Blotting Material: If required the blotting material shall be an aggregate such as cement dust, Crafcro Detack or equivalent, or other cover aggregate approved by the Project Manager.

1.6 Equipment

- a) Crack Sealant Application Equipment: Equipment used to install the sealant into the cracks shall be as specified by the manufacturer and shall have the ability to fill cracks with two wands at the same time and maintain the proper temperature of the sealant throughout the sealing process.

This heating unit shall be a jacketed double boiler melter and shall be equipped with an agitation system. The applicator hose's shall have a recirculation system or be equipped with a temperature controlled heating system. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.

b) Compressor: The compressor shall be 75 C.F.M. capacity, or more, to ensure an adequate supply of air to effectively clean the joints. Any pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

c) Hot Compressed Air Equipment: A hot compressed air lance shall be used to clean, dry and pre-heat cracks prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.

d) Crack Cleaning Equipment: Cleaning of excess debris shall be done by means of power sweepers, hand brooms, or air brooms.

1.7 Work Methods

a) Weather: No sealant shall be installed unless the ambient and pavement temperature are 40° and rising. There shall be no fog and no chance of rain. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues. If rain or fog delays the sealing operation, the cracks shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the crack by rain. The cracks shall be completely dry before the seal treatment can resume. The Contractor may use the Hot Compressed Air Lance method of cleaning and drying the cracks with the approval of the Project Manager. Care shall be taken to not overheat the existing asphaltic concrete surface if this method is used.

b) Surface Preparation: Prior to starting any application process the CONTRACTOR shall be responsible for removing any existing dirt and vegetation that is on the asphalt.

c) Crack Cleaning: All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, incompressible, and organic material. When vegetation exists in the cracks and joints, it shall be removed by either using propane torch or treated with an herbicide that sterilizes the soil. The method of removal is subject to the approval of the Project Manager. If an herbicide is used it shall be applied according to the manufacturer's specifications and shall be applied ahead of the operations so that the weed is totally browned. The applicator of the herbicide shall have the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Manager upon request. A log of all herbicides shall be kept as specified in the section 1.4 Submittals and a copy shall be supplied to the Project Manager. All cracks are to be clean and are sufficiently dry before any crack sealing material is applied. All cracks shall be blown clean by high pressure air. All old material and other debris removed from the cracks shall be removed from the pavement surface immediately. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues.

d) Sealant Heating: The temperature of the sealant shall be heated and maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, within the temperature range recommended by the manufacturer for application. Care shall be taken to insure that the sealant is not heated above the manufacturer's recommended maximum temperature or for longer than the recommended application life. The Project Manager shall have the right to reject the product if it is determined that this has occurred.

e) Sealant Application: The sealant shall be applied in the crack or joint reservoir uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The sealant shall be installed so that it is recessed approximately one eighth (1/8) inch below the pavement surface to prevent tracking. Sealant shall be applied to slightly overfill the reservoir and then struck off using a "V" shaped squeegee. The remaining squeegee material shall be flush with the pavement surface. In no case shall the width of excess material on the pavement surface exceed (4) inches. At no time shall the sealant be in excess of one sixtieth (1/16) inch above the adjacent surface and shall extend no more than one and a half (1.5) inches from the crack edges. Each wand shall have removable heads so that variable width discs from two (2) to four (4) inches may be installed at the Project Managers request.

f) Blotting Application: When traffic requires immediate use of the roadway, a blotting material shall be broadcast or sprayed over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spilled sealer shall be removed by the CONTRACTOR using approved methods.

- During the period of construction and the warranty period the CONTRACTOR shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the Crack Sealing including but not limited to, motor vehicles or pedestrians. The CONTRACTOR shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the CITY from all such claims. Claims not handled by the CONTRACTOR or their representative in the proper manner, will be settled by the CITY. The CITY shall recover all costs from the CONTRACTOR. The CONTRACTOR shall be responsible for any claims of tracking as part of this specification. If there is a claim the CONTRACTOR shall be responsible for:

- 1) Applying more blotting material as necessary.

- 2) Address the tracked material by either removing or repairing the object that was affected.

1.8 Method of Measurement.

The measurement shall be made in amount of gallons of crack seal applied to the road, and shall be supported by the submittals as outlined in Section 1.4 Submittals, paragraph b. The amount of crack sealer shall be reported and invoiced for each road.

1.9 Basis of Payment.

Crack Sealing shall be based on a price per gallon. The unit price as shown on the Bid Sheet "Sealing" or "Routing and Sealing" shall be all inclusive to include cleaning, sealing, FDOT traffic control, mobilization and any other incidentals required to provide the CITY with a final product that will meet the specifications as described in the crack sealing section. All invoices shall contain the purchase order number, invoice date, itemized work detail including the amount of product applied to each road, date of service specific to each location, appropriate retention, person to contact and their phone number for billing questions and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate CITY representative.

2.0 Deficiencies and Repairs

- a) Where the sealant subsides in the crack by more than 1/8 inch below the adjacent pavement surface, except where the pavement will be immediately overlaid, the surface of the sealant shall be cleaned and topped up.

- b) The sealant shall be removed, the routed crack rerouted at the Project Manager's discretion, and resealed if any of the following occur:

- i) the sealant contains imbedded foreign material other than dusting material;

- ii) the sealant contains entrapped air bubbles;

- iii) the sealant has de-bonded or pulled away from the crack; or

- iv) the sealant has been excessively heated.

STANDARD SPECIFICATIONS FOR ASPHALT SURFACE PRESERVATION WITH A MALTENE BASED ASPHALT REJUVENATING AGENT

ASPHALT REJUVENATING AGENT

I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

II. Material Specifications:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS

Tests	Test Method		Requirements	
	ASTM	AASHTO Min.	Max.	
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W ¹	D-244 (Mod.)	T-59 (Mod)	60	65
Miscibility Test ²	D-244 (Mod.)	T-59 (Mod)	No Coagulation	
Sieve Test, %W ³	D-244 (Mod.)	T-59 (Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁴	GB	GB	-	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6

$$\frac{PC + A_1^5}{S + A_2}$$

PC/S Ratio ⁵	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S ⁵	D-2006-70	-	21	28

¹ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Test procedure is attached.

⁵ Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins
A₂ = Second Acidaffins, S = Saturated Hydrocarbons

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON ASPHALT REJUVENATING AGENT

A. SCOPE

This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

B. APPARATUS

- 1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.
- 2) Graduated cylinder, 1,000 ml, or greater
- 3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer
- 4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy
- 5) Suction bulb for use with pipette
- 6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)

C. CALIBRATION OF SPECTROPHOTOMETER

- 1) Calibrate spectrophotometer as follows: (a) Set wavelength at 580 mu, (b) Allow spectrophotometer to wann-up thirty minutes, (c) Zero percent light transmittance (%LT) scale,

(d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full, (e) Place tube in spectrophotometer and set %LT scale at 100, and (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

D. PROCEDURE

- 1) Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
- 2) Place 2,000 ml tap water in container.
- 3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
- 4) Using suction bulb, blow emulsion into container.
- 5) Rinse pipette by sucking in diluted emulsion solution and blowing out.
- 6) Clean pipette with soap or solvent and water. Rinse with acetone.
- 7) Stir diluted emulsion thoroughly.
- 8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
- 9) Calibrate spectrophotometer.
- 10) Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
- 11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.
- 12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

III. Material Performance:

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by a minimum of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent(20%)as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eights inch (3/8//) of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water. The rejuvenating agent shall have a record of at least five years of satisfactory service as a petroleum maltene based emulsion asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by petroleum maltene fraction replacement method, increase the phase angle and provide an in-depth seal. Reclamite®, a Tricor Refiners/LLC product manufactured by D&D Emulsion, Inc., Mansfield, Ohio, is a product of know quality and accepted performance.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and phase angle. Prior testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, prior testing data shall be submitted to indicate said product performance as heretofore described over a minimum testing period of three years to insure reasonable life expectancy.

RECLAMITE®, a product of Tricor Refining,LLC is a product of known quality and accepted performance.

IV. Applicator Experience:

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square

yards treated in each and the name and phone number of the government official in charge of each project. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

V. PRODUCT STANDARDS AND ALTERNATES:

The product "Reclamite"® for the asphalt rejuvenating agent, a Tricor Refiners LLC product manufactured by D & D Emulsions, Inc. Mansfield, Ohio is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed. Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

- (a) List the proposed alternate on the BID SHEET form giving the product name and price.
- (b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the agencies requirements for the standard item for which the alternate is offered.
- (c) Submit a current Safety Data Sheet for the alternate materials. The agency will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the agency prior to award of a contract.
- (d) Furnish all required test data and use documentation as heretofore required. If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications. Should the ALTERNATE offered be found unacceptable by the agency based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

VI. APPLICATION TEMPERATURE/WEATHER LIMITATIONS:

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

VII. HANDLING OF ASPHALT REJUVENATING AGENT:

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader.

The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

VIII. RESIDENT NOTIFICATION:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions.

The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

IX. APPLICATING EQUIPMENT:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of

surface at readily determined and controlled rates from 0.04 to 0.08 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying rock dust, or other aggregate when required and approved by the Engineer, shall be equipped with a spreader that allows the rock dust to be uniformly distributed onto the pavement. The spreader shall be able to apply ½ pound to 3 pounds of rock dust or other aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the rock dust or other aggregate onto driveways or tree lawns. The rock dust or other aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet rock dust shall be rejected from the job site. Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

X. APPLICATION OF REJUVENATING AGENT:

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application. Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint area of the pavement shall be treated in both application passes of the distributor truck. Before spreading the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.08 gallons per square yard, or as approved by the Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the

Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed. After the rejuvenating emulsion has penetrate and when surface conditions require a light coating of dry rock dust, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The rock dust or other approved aggregate shall be swept and removed from the streets and properly disposed of at the Contractor's expense within 24 hours of application. The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

XI. STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer the hand cleaning is not sufficient than a self-propelled street sweeper shall be used. All rock dust or other approved material used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent. If, in the opinion of the Engineer, additional rock dust is required said material shall be applied by the contractor. Said rock dust shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of rock dust.

XII. TRAFFIC CONTROL:

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated.

Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic. When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

XIII. METHOD OF MEASUREMENT:

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

XIV. BASIS FOR PAYMENT:

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

Asphalt rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials; equipment, labor and incidentals to complete the work as specified and required.

Polymer Modified Standard Slurry Seal Polymer modified slurry seal is used in the same applications as a standard slurry seal however polymer slurry seal has higher binder cohesion that leads to improvements in resistance to raveling/ especially in cul-de-sacs. Polymer modified slurry seals are more abrasion resistant and can be laid at higher application rates without bleeding or deformation. For airport application suitable variations are made including rolling.

1.01 SCOPE

Slurry Seal shall consist of mixing asphalt emulsion/ aggregate/ and water and spreading the mixture on a surface or pavement where shown on the plans/ as specified in these specifications and the special provisions/ and as directed by the Engineer.

1.02 EXPERIENCE

All contractors and their subcontractors shall be FDOT prequalified in the work classes of flexible paving and hot plant-mixed bitum courses. Bidders must submit with the bid a minimum of five (5) Polymer Modified Slurry Seal or Micro-surfacing project references from a City or County in the State of Florida that have been completed within the past three years. Bidders are required to submit detailed information: indicating the project date/ number of square yards treated in each and phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The contractor shall have in their possession/ in the State of Florida at the time of bidding/ four (4) or more slurry seal machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

2.01 MATERIALS

The materials for slurry/seal immediately prior to mixing shall conform to the following requirements:

2.02 (a) POLYMER MODIFIED ASPHALT EMULSION

Emulsified asphalt shall provide a quick- traffic latex modified cationic type CSS emulsion with natural or synthetic latex conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CSS-1H,

Property	Minimum	Maximum
Viscosity, Saybolt Furol @ 25° C, Sec.	20.0	90.0
Particle Charge	Positive	---
Sieve Test	---	0.1
Distillation:	---	---
Oil distillate, by volume, %	---	0.5
Residue from Distillation, %	62.0	---
Penetration, 25°C, 100g, 5 sec.	40.0	100.0
Ductility, 77° F, 50 mm/ sec.	70.0	---

plus the following:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T53	D36	Softening Point	135 °F (57 °C) Min.
T59	D244	Residue after Distillation	62% Minimum
T49	2397	Penetration at 77° F (25° C)	40 – 90*
	2170	Kinematic Viscosity @ 275° F (135° C)	650 cSt/sec. Minimum °F

It shall pass all applicable storage and settlement tests. The cement mixing test shall be waived for this emulsion. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process.

The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion supplier. In general, a one percent (1%) minimum to three (3%) maximum polymer solids/ based on asphalt weight/ is considered the standard.

The five-day (5) settlement test may be waived/ provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment/ or the stored material has had additional emulsion blended into it prior to use.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design. For the first load of emulsified asphalt produced for the project/ the supplier shall submit a sample to the owning agency's designated laboratory for testing. At any time during application/ the owner / buying agency may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements/ the owner may require the supplier to cease shipment of that protested emulsified asphalt product. Further shipment of that protested emulsified asphalt product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier as necessary to the satisfaction of the owning agency.

2.02 (b) WATER

Water shall be potable/ free of harmful soluble salts and shall be of such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work.

2.02 (c) AGGREGATE

The mineral aggregate used shall be of the type and grade specified for the particular use of the Slurry. The aggregate shall be a manufactured crushed stone such as granite, slag/ limestone, chat/ or other high-quality aggregate/ or combination thereof. The material shall be free from vegetable matter and other deleterious substances. The percentage composition by weight of the aggregate shall conform to the following grading:

Type II

Sieve Sizes	Percentage Passing
3/8"(9.5- mm)	100
No. 4(4.75- mm)	90-100
No. 8(2.36- mm)	65-90
No. 16(1.18- mm)	40-70
No. 30(600- um)	25-50
No. 200 (75- um)	5-15
Approximate application rate (Pounds/Square Yard)	22-26 Single App. 30-34 Double App.

The aggregate shall also conform to the following quality requirements:

Test	Test Method	Requirement
Sand Equivalent	ASTM D2419	65 Min.
Soundness	ASTM C88	15% Maximum using NA2 SO4 or 25% Maximum using MgSO4
Abrasion Resistance*	ASTM C131	30% maximum after 500 revolutions
* Abrasion Resistance is to be performed on the parent aggregate before crushing.		

2.02 (d) MINERAL FILLER

The mineral filler shall be either Portland Cement or other approved mineral filters/ if required. Portland Cement if used/ shall be commercially available Type 1-11 and shall be free of lumps and clods.

2.03 MIX DESIGN

At least 7 working days before slurry seal placement commences/ the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project. The percentage of asphalt emulsion proposed in the mix design shall be within the percentage range specified in Section 2.04 "Proportioning."

The tests and mix design shall be performed by an independent, accredited laboratory with no affiliation to the emulsion supplier and capable of performing the applicable International Slurry Seal Association (ISSA) tests. The proposed slurry seal mixture shall conform to the requirements specified when tested in accordance with the following tests:

Test	ISSA Test Method	Requirement
Slurry Seal Consistency, cm	T106	3 max.
Wet Stripping	T114	Pass
Compatibility	T115	Pass (a)
Cohesion Test, kg - cm within 1 hour	T139	20 min. (b)
Wet Track Abrasion, g/sq..ft.	T100	75 max.
(a). Mixing test must pass at the maximum expected air temperature at the project site during application.		
(b). Using project source aggregate asphalt emulsion and set-control agents if used.		

The laboratory report shall be signed by the laboratory that performed the tests and mix design and shall show the results of the tests on individual materials/ comparing the test results to those required by the specifications. The report shall clearly show the proportions of aggregate, filter (as determined from the tests, minimum and maximum)/ water (minimum and maximum), asphalt solids content based on the dry weight of aggregate and set-control agent usage. Previous laboratory reports covering the same materials may be accepted provided they are made during the same calendar year.

2.04 PROPORTIONING

Asphalt emulsion shall be added at a rate determined by the mix design and in the range of the table above. A job mix design shall be submitted by the Contractor for approval by the Engineer that conforms to the specification limits/ and that is suitable for the traffic/ climate conditions, curing conditions and final use. This will include recommended application rate of slurry to suit the job conditions.

The Slurry Seal mixture shall be proportioned by the operation of a single start/stop switch or lever which automatically sequences the introduction of aggregate/ emulsified asphalt, admixtures/ if used/ and water to the pug mill.

Calibrated flow meters shall be provided to measure both the addition of water and liquid additives to the pug mill. If necessary for workability/ a retarding agent/ that will not adversely affect the seal, may be used.

Water/ and retarder if used, shall be added to ensure proper workability and (a) permit uncontrolled traffic on the slurry seal no more than three (3) hours after placement without the occurrence of bleeding, raveling, separation or other distress; and (b) prevent development of bleeding, raveling/ separation or other distress within fifteen (15) days after placing the slurry seal.

2.05 MIXING AND SPREADING EQUIPMENT

The Slurry Seal shall be mixed in a self-propelled mixing machine equipped with a continuous flow pug mill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and

additives to a double shafted, multi-blade pug mill mixer capable of minimum speeds of 200 revolutions per minute.

A minimum of four operational mixing machines of 12 cubic yard capacity/ or larger/ shall be maintained on the project. The mixed slurry seal retention time in the pug mill shall be less than three seconds. No retention of mixed slurry seal shall be allowed within the pug mill by gate shut-off or other mechanical means. Any machines with pugmill retention or shut-off gates shall have them removed prior to being used on this project. The mixing machine shall have sufficient storage capacity of aggregate/ emulsified asphalt/ and water to maintain an adequate supply to the proportioning controls.

The mixing machine shall be equipped with hydraulic controls for proportioning the material by volume to the mix. Each material control device shall be calibrated, properly marked/ preset and lockable at the direction of the Engineer. The mixing machine shall be equipped with a water pressure system and nozzle type spray bars to provide a water spray immediately ahead of the spreader box.

The mixing machine shall be equipped with an approved fines feeder that provides a uniform, positive, accurately metered, pre-determined amount of a mineral filler, if used, at the same time and location that the aggregate is fed.

The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the following requirements:

The slurry shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the slurry at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the applications of the slurry seal.

Slurry mixture/ to be spread in areas which cannot be reached with the machine spreader box shall be surfaced using hand squeegees to provide uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from hand work. The same type of finish as applied by the spreader box shall be required.

2.06 PLACING

The slurry seal shall not be placed if either the pavement or the air temperature is below 55 degrees F (13C) and falling/ but may be applied when both the air and pavement temperature is 45 degrees F (7C) or above and rising. The mixture shall not be applied if high relative humidity prolongs the curing beyond a reasonable time. Before placing the slurry seal/ the pavement surface shall be cleaned by sweeping/ flushing or other means necessary to remove all loose particles of paving/ all dirt and all other extraneous material.

Forty-eight (48) hours prior to the slurry seal operations/ the contractor shall notify all residents, businesses and agencies with an approved written notice detailing the streets and limits of work to be done along, with the hours of work.

Immediately before commencing the slurry seal operations/ all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and paper or plastic. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same work day.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the existing surface and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of the vehicles.

For the purpose of this project, the construction zone is defined to include all stockpile staging areas and travel routes to/from streets where the slurry seal is to be applied.

All traffic control shall be in accordance with the FDOT Roadway Design Standards/ most current edition and TP-102 (MOT). All associated devices shall be checked daily or more frequently as needed throughout the project for compliance. Where adjustments or corrections are needed, prompt revisions shall be made.

Any deviations shall not be made without prior written approval from the project engineer.

2.07 MEASUREMENT

Slurry seal will be measured and paid for by the square yard for the actual surface areas covered.

2.08 PAYMENT

The contract price paid per square yard for slurry seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in the furnishing and placing of the slurry seal complete in place/ including cleaning the surface and protecting the slurry seal until it has set, all as shown on the plans, as specified in these specifications and as directed by the Engineer.

HOT- in PLACE SPECIFICATIONS

PART I

1.1 GENERAL

The Contractor shall furnish all labor, material, consumables, tools and equipment necessary to perform all operations for "hot-in-place" recycling of street asphalt, addition of a rejuvenating agent, and subsequent resurfacing of the street, at selected streets within the City of Kissimmee, on an as-needed basis. The list of street names and surfaces selected for application will be provided by the City after the bid award. Asphaltic concrete used to complete this work shall conform to the applicable Technical Specifications sections, unless otherwise modified herein. The quality of workmanship and materials used in restoration shall produce a surface equal to or better than the condition before the Work began.

1.2 SCOPE OF WORK

The essential portions of the proposed Work for the Project are summarized as follows: The Work consists of street cleaning and a single pass, single machine process of heating, scarifying, and reworking existing pavement, adding a recycling agent, redistributing the processed materials and placing an asphalt concrete surface course overlay of Type S-III asphalt concrete, at a rate of 110 pounds per square yard. Surface adjustment of manhole rings, as requested by the City, will be required. Striping, Markings and Restoration of vehicle detector loops will also be required. The estimated quantities and Contract Pay Items are listed in the Invitation for Bid.

1.3 ESTIMATED QUANTITIES

The estimated quantities listed in the bid for the various Contract Pay Items shall be used for the purposes of comparing bids. Certain estimated quantities listed are greater than the quantities required to complete the Work. The greater quantities and quantities of work items not shown may be for contingent work; compensation for contingent work will be made if required and approved by the Engineer. The City reserves the right to vary the estimated quantities or to delete the Work and the corresponding Contract Pay Items from the Contract. The Contractor will be compensated for work actually performed as indicated in the Specifications or as authorized by the Engineer, all in accordance with the unit prices and lump sum prices contained in the bid. The bidder shall quote in the bid a unit or lump sum price for which he will perform the work for each bid item.

1.4 SAFEGUARDING SURVEY MARKS

The Contractor shall safeguard all existing property monuments, benchmarks, and other survey marks adjacent to and within the Project limits, and shall bear the cost of reestablishing them if disturbed or destroyed.

1.5 INSPECTION AUTHORITY

The Engineer has ultimate responsibility for contract administration and inspection for this bid. The Engineer may assign field inspection responsibilities to a Design Professional and/or City Inspector. Each step of construction is subject to approval by the Engineer prior to proceeding with a subsequent step. During the progress of the Work and up to the date of the final acceptance, the Contractor shall, at all times, afford representatives of the City, the City, the State, the Department of Environmental Protection, the Department of Labor, or any other agency with jurisdiction, every reasonable, safe, and proper facility for observation of the Work done or being done at the site,

and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

1.6 QUALIFICATIONS

The bidder shall have a minimum of three years experience in applying the product proposed for use in this specification. He must submit with his bid a list of five similar projects on which he worked. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the official in charge of each project.

1.7 SUBMITTALS

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in the asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency.

The Contractor shall submit shop drawings, and samples where specified for the following materials:

Equipment
Asphaltic Concrete Type S-III
Recycling Agent

The Contractor shall submit to the City in writing the proposed asphalt design mixes and sufficient samples for study and testing.

1.8 WARRANTY

The Contractor shall provide workmanship and labor warranty for a period of at least 12 months from the date of application. The material warranty shall be as offered by the manufacturer.

1.9 DELIVERY AND STORAGE

Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work to complete the Work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the Work of any related contractor. The Contractor shall provide space for storage of materials and equipment.

1.10 WORK SCHEDULE AND PROGRESS SCHEDULE

Normal working hours are 7:00 AM to 7:00 PM, Monday through Friday. Work on holidays, weekends, and evenings will be done if determined by the Engineer. The Contractor shall schedule his work so as to maintain at least a one-way traffic and shall provide effective dust control at all times. Two lane traffic shall be maintained whenever possible. No interruption of access to property shall be made unless prior arrangements acceptable to the occupant or owner of the property have been made by the Contractor in writing. Contractor shall prepare and submit to the Engineer a Progress Schedule showing the order in which the Contractor proposes to carry out the Work, the start dates and the completion dates of the salient features of the Work. It shall clearly depict the order, inter-dependence, and duration of each activity.

Any changes to the Progress Schedule shall be in writing, and shall be cleared by the Engineer in advance. If the Engineer orders a phase of construction to be stopped due to the Contractor's neglect to adhere to the sequence of operations or any other nonconformance of specifications, as outlined herein, the Stop Work Order shall not constitute a basis for an extension of time.

PART 11 MATERIALS AND EQUIPMENT

2.0 GENERAL

- A. All materials, appliances, and types of construction shall be in accordance with the F.D.O.T. Standard Specifications for Road and Bridge Construction, 2000 edition, and shall, in no event, be less than that necessary to conform to the requirements of any applicable State, County, Federal, laws, ordinances, and codes.
- B. All materials and equipment to be incorporated into the Work shall be new, unused and correctly designed. They shall be of standard first grade quality, produced by expert workmen, and be intended for the use for which they are offered. Materials or equipment which, in the opinion of the Engineer, are inferior or of a lower grade than indicated, specified, or required, will not be accepted.
- C. For detailed specifications for Type S-III Asphaltic material, and Asphaltic Concrete Pavement, the Contractor shall consult F.D.O.T. Standard Specifications for Road and Bridge Construction, 2000 edition.
- D. Only "Asbestos-Free" materials shall be incorporated into the Work, unless the Technical Specifications specifically call for otherwise. Material suspected of being Regulated Asbestos Containing Material (RACM), includes but is not limited to: thermal and acoustic insulation, joint compound, mastic, adhesive, vinyl floor tile and sheeting, ceiling tile, plaster, wall board, roofing felt, and shingle. Shop drawings for material or equipment suspected of being RACM shall list all contents, shall be noted "Asbestos-Free," and shall be screened by the Contractor prior to submittal to confirm that it is "Asbestos-Free." All materials delivered to the Project site shall have been approved through the shop drawing procedure and shall be in their original labeled and unopened containers.
- E. In the event that asbestos-containing material installed by the Contractor is discovered either during construction, following completion of construction, or following acceptance of the Contract Work by the City and closeout of the Contract, it will be the responsibility of the Contractor to pay all costs incurred to remove and replace those materials, including repair or replacement of all adjacent materials which are affected by the abatement process.

2.1 EQUIPMENT

- A. The machine used to recycle the existing pavement shall be designed and built for this specific purpose. The machine shall be capable of heating by infrared heat, scarifying to a minimum of one-inch depth, applying a recycling agent, reworking and redistribution of the existing asphalt concrete surface course (minimum ten-foot width), and a concurrent application of the final surface course of Type III material in a single machine operation. The machine shall have the capability of maintaining a recycled mat temperature of 225 degrees F throughout the repaving operation, including application of the final course.
- B. The machine shall also be capable of reworking the material around manholes and other obstacles. The machine shall be equipped to add the recycling agent and mix the pavement material evenly, and shall be equipped with a leveling blade and screed for regrading the existing asphalt concrete surface course. The screed shall be a heated vibratory screed equipped with crown controls and be capable of adjustment to redistribute the existing asphalt concrete surface course in order to produce the desired longitudinal grade and transverse cross section.
- C. The machine shall be on the site in operating condition sufficiently in advance of beginning of the surface-recycling project to allow full evaluation. As required by the Engineer, the Contractor shall demonstrate that the machine he proposes to use will achieve the results specified.

2.2 ASPHALTIC CONCRETE PAVEMENT

Unless otherwise specified elsewhere, all asphalt concrete shall be Type S-III mix as specified in the F.D.O.T. Standard Specifications for Road and Bridge Construction, 2000 Edition. Asphalt concrete shall be placed and compacted to provide a minimum thickness as specified on the Plans. Samples of the material shall meet the quality requirements as specified in ASTM D979, to determine conformance to the approved design mix. Construction material and workmanship shall conform to the applicable requirements of DOT-SSRBC sections 320, 330, 331 and 332.

2.3 TYPE S-III ASPHALT CONCRETE

Type S-III asphalt concrete shall be used for an alternate for the final surface (no friction course specified), and, as the final layer of structural course only. The composition and physical test properties for Type S-III are described below.

Minimum Marshall Stability (lbs) 1 500

Flow (.01 in.) in % 8-14
 Minimum VMA in % 15
 Air Voids in % 3-7
 Minimum Effective Asphalt Content 5.5
 Percent by weight total aggregate passing sieves -See Section 331 (FDOT 2000)
 Asphalt Cement Viscosity Grade AC-20 -See Section 916-1
 Mineral Filter -See Section 917-1 , 917-2
 Course Aggregate, Stone, Slag or Crushed Grave -See Section 901
 Fine Aggregate -See Section 902
 The aggregate shall be clean and shall not contain any deleterious substances.
 Course or fine aggregate containing any appreciable amount of phosphate shall not be used.

2.4 RECYCLING AGENT

A. General

The recycling agent, or restorative agent, shall be an emulsified asphalt recycling agent as approved by the City. These specifications establish the requirements and uses for recycling agents used in the repaving of asphaltic surfaced streets. Recycling agents are used to restore the plasticity to existing asphaltic paving. Either the agent is used independently an emulsified agent is used in conjunction with cationic emulsified asphalt.

B. Use of agent without addition of emulsified asphalt tightly or equal:

Flash Point, CCC, Degrees C	195 Min. Viscosity, mPa Sec
100 Degrees C	15-22
60 Degrees C	90-180
38 Degrees C	500-1500
Refractive Index	1.5460 Min.
Four Point, Degrees C	+27 Max.
Specific Gravity, 15.6 Degrees C	980-1.040
Analine Point, Degrees C	48 Max.
Molecular Analysis, Clay Gel, %	
Polar Compounds	8 Min.
Aromatics	65 Max.
Saturates	27 Max.
Asphaltenes	.2 Max

Note: mPa Sec = Centipoise

C. Use of agent in conjunction with Cationic emulsified asphalt AE300R or equal:

D. Sampling and Testing:

The Contractor shall submit samples of the recycling agents along with samples of existing pavement to a competent laboratory, which will select a formulation suited for the Project, and determine the rate of application for the recycling agent that will provide the desired viscosity in the recycled pavement. The Engineer reserves the right to make changes in the recycling agent formulation and rate of application at any time throughout the construction duration.

PART III EXECUTION

3.1 HOT-IN-PLACE ASPHALTIC RECYCLING

A. The existing pavement shall be removed to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross slope of % inch per foot. Minimum removal depth shall be 1 inch, or as directed by the Engineer.

B. Prior to recycling, the pavement shall be cleaned by the Contractor so as to be reasonably free from sand, dirt and other deleterious substances that would affect the quality of the recycled mix.

C. The entire width of pavement surface being processed in a single pass shall be uniformly heated in such a manner as to soften the existing pavement to the extent that it can be scarified in a manner that will result in a layer of uniformly loosened material without appreciable ridges of undistributed material which will provide

sufficient scarified material to allow the pavement surface to be restored to the shape specified. Spot leveling may be necessary as directed by the Engineer.

D. An approved recycling agent shall be applied to the scarified material, which then shall be distributed evenly over the width being processed so as to produce a uniform cross section. The exact amount of recycling agent will be determined by a competent laboratory and will generally range between 0.008 and 0.15 gallon per square yard as directed by the City.

E. Asphaltic Concrete used shall be Type S-III.

3.2 ADJUSTMENT OF EXISTING MANHOLE COVERS AND VALVE BOXES

The Contractor shall make vertical adjustments to existing manhole covers and valve boxes within or adjacent to all proposed construction. Covers and valve boxes shall be adjusted to elevations compatible to proposed roadway or parkway grades. The manhole covers and valve boxes, if needed, shall be supplied by the Contractor.

3.3 STREET RESURFACING WORK

A. The Contractor shall clean, to the satisfaction of the City, existing surfaces to be resurfaced and shall maintain said clean surfaces until completion of resurfacing work. Prior to the Contractor's sweeping-cleaning operations, the City, if given a minimum of 48 hours notice by the Contractor, will schedule to scrape and pull the curb line where there are heavy accumulations of dirt and/or debris. The Contractor shall furnish and apply the tack coat prior to placing of the asphaltic concrete.

B. Where it becomes necessary, the Contractor will adjust manhole rings, as directed by the City. Manhole rings will be adjusted by the use of adjustment rings supplied by the Contractor. All such work shall be accomplished as ordered by the City.

C. At streets intersected by streets being resurfaced, resurfacing shall be feathered along the radius of all returns, so as to maintain the drainage pattern of the intersection, or at the direction of the Engineer.

3.4 FINISHED SURFACE

The finished surface shall have a reasonable uniform texture and shall be within $\frac{1}{8}$ inch of a true profile grade and shall have no deviation in excess of $\frac{1}{8}$ inch from a straight edge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above state tolerance may be accepted without correction if the Engineer determines that they were caused by pre-existing condition, which could not have reasonably been corrected. Any unsuitable texture or profile, as determined by the Engineer, shall be corrected by the Contractor at no additional compensation.

3.5 STRIPING AND MARKING SPECIFICATIONS

Consult the manual on Uniform Traffic Control Devices (MUTCD).

3.6 WORK IN PRIVATE PROPERTY AND RESIDENT NOTIFICATION

A. The Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

B. In the event that, in the opinion of the Contractor, obtaining a temporary construction easement outside the limits of the public right-of-way, of City owned property, or of the easements obtained by the City is necessary or desirable, it shall be the sole responsibility of the Contractor to obtain such easement from the owner of the property. If such easement is obtained by the Contractor it shall contain provisions to hold the City harmless from any operations of the Contractor within the easement limits. The Contractor shall not conduct construction operations on private property outside the limits of the public right-of-way, of City-owned property, or of the easements obtained by the City unless a copy of the Temporary Construction Easement Agreement is filed with the Engineer.

C. Upon completion of Work in easements, the Contractor shall restore the property, including all fences or other structures disturbed by his operations, as nearly as possible to the condition in which he found it. No material shall be used or removed from private property without the approval of the Engineer.

3.7 TRAFFIC CONTROL

A. The work consists of maintaining traffic within the limits of the Project for the duration of the construction period, including any temporary suspensions of the Work. It shall include the construction and maintenance of any necessary detour facilities; the providing of necessary facilities for access to residences, businesses, etc., along the Project; the furnishing, installing, and maintaining of traffic control and safety devices during construction; the control of dust; and any other special requirements for safe and expeditious movement of traffic as may be called for on the Plans.

B. The term, "traffic control" shall include all of such facilities, devices, and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance; all as specified.

C. The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

D. If for any reason, permanent traffic lines cannot be placed due to incomplete work, it shall be the Contractor's responsibility to place temporary traffic stripes prior to completing the day's operations.

E. When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt-rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

F. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The Contractor shall notify the police and fire departments as to the streets that are to be treated each day.

G. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

3.8 UTILITIES

Prior to construction, the Contractor shall familiarize himself with the location of all existing utilities and facilities within the project sites, and work in close co-operation with the utility company, so as not to disturb, destroy or otherwise harm any existing infrastructure.

3.9 DAMAGES

Access to the work sites shall be over public streets and highways. Any damage to existing pavement surface and base or other surface improvements outside the Contract Pay Limits, that are attributable to the Contractor's activities, shall be restored to like-new condition by the Contractor at his own expense.

3.10 METHOD OF MEASUREMENT, BASIS OF PAYMENT

A. Mobilization:

The cost of required insurance, consideration for indemnification to the City and the Engineer, and any other pre-construction expenses necessary for the start of the Work, excluding the cost of construction materials, shall be included in the various unit prices bid. No separate payment will be made.

B. Traffic Control:

The Scope of Work consists of maintaining traffic for the duration of the construction period, including any temporary suspensions of the work details of which are mentioned in Section 3.11. Payment for traffic control shall be included in the various unit prices bid. No separate payment will be made.

C. Hot In-Place Asphalt Recycling: Payment under this Pay Item provides for all costs for hot in-place asphalt recycling existing asphaltic concrete roadway, including but not limited to: cleaning the surface, scarifying, mixing the recycling agent, mixing the concrete and redistributing the final mixture, rolling and compacting the placed mixture, and any temporary traffic control markings as required by the Engineer. The price quoted shall be on a per square yard basis.

D. Asphaltic Concrete Type S-I 11:

Payment under this Pay Item provides for all costs for furnishing and placing Type S-III asphaltic concrete for mixing into the recycled material, including but not limited to trucking to job site and placing in mixer. The price quoted shall be on a per ton basis.

E. Recycling Agent:

Payment under this Pay Item provides for all costs for furnishing the recycling agent to be mixed into the scarified material at a rate of .008 to 0.15 gallon per square yard, including but not limited to delivery to the job site and adding to the mix. The price quoted shall be on a per gallon basis.

F. Bid Items:

PAY ITEM	PAY UNIT
Hot In-Place Asphalt Recycling	SY
Recycling Agent	GAL
Furnish and Place S-III Asphalt	TON

City or County of Florida

Single Machine

Hot-In-Place Asphalt Recycling Special Conditions

3.1 DESCRIPTION OF WORK

This work consists of rehabilitating the surface layer of the existing asphalt roadway to a depth of 1 inch and placing a layer of new Hot Mix Asphaltic Concrete (HMAC) material over the rehabilitated surface. This will be accomplished with a specially designated machine in a simultaneous process of heating, scarifying, applying an asphalt rejuvenating agent (emulsifier), thoroughly re-mixing, reshaping the existing surface, and an application of the final overlay. The new HMAC placed over the rejuvenated layer of existing asphalt shall be in compliance with the lines, grades, thickness, and typical cross section, established by the Director of Public Works or Designee. NOTE: The machine that heats, scarifies, rejuvenates, and remixes the materials must also lay the recycled asphalt material, as well as the new HMAC material. The Director of Public Works or his Designee will provide the list of streets for this application after the bid is awarded as required. Additional pre-heaters may be required to achieve the specified depth, as directed by the Director of Public Works or Designee.

3.2 MATERIAL

- a) Asphalt Rejuvenating Agent (Emulsifier) The Director of Public Works or Designee will approve the asphalt-rejuvenating agent. The recycling agent used to restore the plasticity of the existing asphalt pavement shall be an emulsified agent. The rejuvenating agent shall meet the minimum requirements of FDOT Specifications. A manufacturer's certification shall be submitted for the recycling agent.
- b) Hot Mix Asphaltic Concrete: The Contractor will provide and deliver the F.D.O.T.-Type Hot mix asphalt concrete specified in the bid schedule.

3.3 JOB CONDITIONS

- a) Weather limitations for this work shall be a minimum of 50 degrees F and rising.
- b) Normal working hours is 8 a.m. to 5 p.m. Monday through Friday. Work on holidays, weekends, will only be done if approved by the Director of Public Works or Designee.
- c) Prior to the hot-in-place operation, the pavement shall be cleaned so as to be reasonably free from sand, dirt, and other deleterious substances that would affect the quality of the recycled mix. NOTE: No separate charge shall be made for this requirement.
- d) The Contractor shall be responsible for protecting the areas adjacent to the work.

3.4 EQUIPMENT

- a) All tools, equipment, and machinery shall be maintained in satisfactory working condition and shall be subject to the approval of the Director of Public Works or Designee.
- b) Repaving machine:
- 1) The machine: Shall be an approved, self-contained, self-propelled, automated unit that heats, scarifies (or mills), automatically applies recycling agent at a uniform rate (determined by the Director of Public Works or Designee), thoroughly mixes, redistributes, and levels the existing asphalt to the specified depth, and lays the new HMAC material overlay. The new HMAC must be laid within 30 seconds after the scarification begins to

ensure a hot monolithic bond with the recycled asphalt pavement. The machine shall also be capable of reworking the material around manholes and other obstacles; the machine shall be capable of adding and mixing the recycling agent evenly and shall be equipped with a leveling blade and screed for re-grading of the existing asphaltic concrete surface.

2) Pre-heater: This unit shall be hooded to prevent damage to adjacent property; including trees, shrubs, and landscaping. The heating hood shall be capable of heating the pavement surface to a minimum temperature of 225 degrees F, not to exceed 325 degrees F. This will allow for scarification to the required depth without breaking the aggregate particles or charring the pavement surface.

3) Scarifying and Milling: Units shall be automatically controlled units in order to control the depth of penetration and to clear utility manholes and other obstructions. The Director of Public Works or Designee shall direct the depth of scarification. NOTE: Scarifying depth may vary in range from 3/4 inch to 1 inch.

4) Recycling Agent Applicator: This System shall be automatically controlled; the recycling agent must be applied to the scarifying material at a uniform rate (determined by the Director of Public Works or Designee.) The application rate shall be synchronized with the machine's forward speed to maintain a tolerance within 5% of the specified rate.

5) Receiving Hopper and Conveying System: The machine shall consist of a hopper and conveyor system to collect and transport the new HMA to the finishing unit without segregation of the new material.

6) Recycling Unit: The machine shall consist of a system that mixes and redistributes and levels the scarified material over the width being processed to produce a uniform cross section of recycled material. The recycling screed shall be heated to have crown control, and be capable of redistributing the recycled material to the desired longitudinal grade and transverse cross section.

7) Finishing unit: The machine shall have an automatic controlled screed to produce a surface conforming to the surface thickness as required by the Director of Public Works or Designee.

The thickness of the surface course lift shall not exceed 2 inches. This unit shall be capable of applying the new HMA to a uniform longitudinal profile and cross slope of 1/4 inch per foot. The finishing screed must be heated and capable of electronically controlling the cross slope, and applying the new HMA to produce a uniform surface and texture.

8) Rollers: Rolling equipment shall be of sufficient type and weight to compact the new HMA and the recycled material to the required density as determined by the Director of Public Works or Designee. Sufficient number of rollers shall be furnished to keep up with the operation. All rolling should be completed before the temperature of the new HMA drops below 190 F.

3.5 TRAFFIC CONTROL

a) Temporary pavement markings shall be the responsibility of the Contractor. This may be either foil back traffic tape, or temporary reflective tabs.

b) Maintenance of Traffic: Suitable methods shall be used by the Contractor to protect the new asphalt surface from all types of vehicular traffic without damage. Opening the new roadway to traffic does not constitute acceptance of work. All work shall conform to the FDOT "Maintenance of Traffic" specifications.

c) The contractor will maintain at least one-way traffic and shall provide effective traffic control at all times. Two-lane traffic shall be maintained wherever possible.

d) No interruption of access to property shall be made unless prior arrangements acceptable to the owner of the affected property have been made and approved by the Director of Public Works or Designee.

e) Submit to the Director of Public Works or Designee for approval a Traffic Control Plan signed by a State of Florida Advance Trained Traffic Control Supervisor.

f) The Contractor shall have, at all times of operation, a Certified Traffic Control Supervisor on site.

3.6 EXECUTIONS

Hold a pre-construction meeting prior to construction, and not later than seven days before start of operation. The Director of Public Works or Designee shall be notified at least 48 hours prior to commencement of any paving operation.

a) The heating unit shall produce sufficient heat to soften the pavement uniformly without burning or charring the existing asphalt pavement.

b) The process shall produce a welded, longitudinal joint, and the standing edge of the adjoining asphalt pavement shall fully heat to a width of at least 2 inches beyond the width to be scarified and recycled.

c) Immediately following heating of the pavement, the existing surface shall be scarified (milled) to the specified depth. The machine shall have the capability of maintaining a recycled mat with a minimum temperature of 190 degrees F and a maximum temperature of 225 degrees F. throughout the repaving operation.

d) Due to the varying locations and properties of the existing asphalt paving, the following adjustments shall be made if required and directed by the Director of Public Works or Designee.

1) Depth of scarification may be varied.

2) Application rate for the recycling agent may vary and must be uniformly mixed. Note: Payment for the item recycling agent will be the unit price per gallon used.

3) Contractor to provide sufficient testing to ascertain correct application rate of the emulsified agent.

e) Cleanup- The Contractor will keep the work site free from accumulation of waste material; rubbish and debris from and about the work site, as well as all construction equipment, machinery, surplus materials, and will leave the site clean.

f) The Contractor will restore to their original condition those portions of the work site, such as staging and stockpile areas, not designed for alteration as contained in the Delivery Order. This will include returning the area to the proper grade and slope as well as replacing sod, if so required by the Director of Public Works or Designee.

3.7 QUALITY CONTROL

The Director of Public Works has the option of when and where tests may be taken to check if the surface is in compliance with thickness, smoothness, etc., and meets requirements of the specifications as directed by the Director of Public Works and as outlined in Section 334 FDOT. Contractor will assign a Quality Control Supervisor of the project. This person will work in conjunction with the City/County Quality Control Inspector.

3.8 METHOD of MEASUREMENT

a) The accepted quantities of asphalt pavement surface recycled will be measured and paid by the square yard. Pay item, Hot-In-Place Recycling-Square Yard unit price.

b) Asphalt recycling emulsion agent will be measured by the gallon used in place as determined by the Contractor and their predetermined Mix Design, and Director of Public Works or Designee, and the job supervisor. Pay item, Recycling Emulsion – Pre Gallon.

c) Basis of payment for the work will be made on the unit price bid per ton of asphaltic concrete per the price in the bid. The basis of measurement shall be tonnage slips accepted by the Inspector at the job site for material placed and accepted.

3.09 MATERIAL SAFETY DATA

The contractor shall submit a Material Safety Data Sheet in accordance with the requirements of 29 CFR 1910.1200(g) for all hazardous material identified and listed in the contractor's bid. Data shall be submitted whether or not the contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet before the use of any hazardous material shall result in termination of the contract with the contractor for default.

3.10 CONTRACTOR INSPECTION REQUIREMENTS

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies, material, equipment, or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturer parts.

Performance of inspection or testing by the City/County shall not relieve the Contractor of this responsibility nor waive any rights of the City/County to reject or otherwise obtain relief in relation to non-conforming supplies, material, equipment, or services.

3.11 DELIVERY of EXCESS QUANTITIES

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the City/County receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. Quantities in excess will, at the option of the City, either be rejected and returned at the Contractor's expense, or retained and paid for by the City/County at the contract unit price.

3.12 GENERAL

All edge milling work herein specified shall be performed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction most recent edition at the time of bid submittal and this specification. Where there is conflict between this specification and FDOT's specifications, this specification shall overrule. All references in FDOT's specifications to the Engineer shall mean the City/County Director of Public Works or his/her Designee, herein after referenced to as the Director. The decision of the Director of Public Works shall be final on all items.

3.13 EQUIPMENT

- a) In general, the Contractor may perform the work using equipment, tools, machinery, etc. of their own choosing. However, all equipment to be used in the construction of the project shall be subject to approval or disapproval by the Director or designee.
- b) The equipment used in the cold plane milling operation shall be a machine capable of maintaining a depth of cut and cross slope across the entire pavement surface to the desired uniformity and texture as specified by the Director. The equipment shall be capable of accurately and automatically establishing profile grades along each edge of the machine (within + or- 1/8 inch) by automatic controls referencing from the existing pavement. The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation. To prevent infiltration of milled material into the storm sewer system, the sweeping operation shall be performed immediately after the milling operation.
- c) Jobsite storage of equipment shall be the responsibility of the Contractor.

3.14 CONSTRUCTION METHODS

a) Edge Milling

- 1) The pavement surface shall be removed to the depth, width, grade, and cross section as directed by the Director of Public Works or Designee, which will restore the pavement surface to a uniform longitudinal profile and cross section. Additional work at intersections may be needed to obtain smooth transitions.
- 2) In general, the work to be done shall be removal of existing asphalt pavement to a depth of (3/4) to one (1) inch below gutter elevation. However, in no case shall asphalt pavement be removed within one-half (1/2) inch of the base, unless approved by the Director. If the base is exposed, asphalt will be placed immediately over exposed areas. All asphalt above and in the gutter is to be removed by methods which will not damage concrete curb and gutter.
- 3) The City/County will not be liable and will accept no responsibility for damage by hidden unexposed manholes or other utility appurtenances done to the milling machine or any other equipment of the Contractor.
- 4) The Contractor shall construct transitions at all streets, driveway intersections, intersections and alleys (that have a transition greater than 1"), as directed by the Designee. The transitions shall be from a straight-line projection of the toe of the curb of the street being milled to a distance not to exceed one hundred (100) feet.
- 5) The Contractor shall edge mill on either or both sides of the street with a width of approximately six and one half (6 Vz) feet, (single pass).
- 6) The milled material shall remain the property of the City/County.
- 7) The newly edge milled surface shall be properly cleaned; the Hot-In-Place asphalt recycling to follow the milling operation, or as directed by the Director of Public Works or Designee.

3.16 MEASUREMENT of WORK COMPLETED

- a) Asphalt edge milling shall be measured in square yards and in (0-1) inches of depth.

3.15 BASIS OF PAYMENT ASPHALTIC CONCRETE

The quantity of asphalt being purchased hereunder is a rough approximation only and the total quantity of work to be included in the contract may vary widely depending upon the work that will be authorized by the City/County during the period covered by the proposed contract. The basis of measurement shall be tonnage slips accepted by the Inspector at the job site for material placed and accepted. Asphalt installed in excess of required thickness shall be removed and reinstalled at Contractor's expense. Basis of payment for the work will be made on the unit price bid per ton of asphaltic concrete per the price in the bid. The bid price for the asphalt mix shall include the cost of liquid asphalt. There will be no separate payment for the bituminous material in the asphalt mix. Should it become necessary to increase the percentage of asphalt to satisfy the job mix formula (e.g., the minimum

effective asphalt content) or other requirements of the specifications, no additional compensation will be made. The bid price per ton for asphalt in the proposal shall remain in effect for one year.

Attachment J

STANDARD SPECIFICATIONS

The Standard Specifications comprise Divisions I and II as noted below:

1. Division I - Construction Details
2. Division II - Materials refer to the July 2021 (or most recently published version), edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Attachment K

SUPPLEMENTAL SPECIFICATIONS

DIVISION I-GENERAL REQUIREMENTS AND COVENANTS

RESERVED

DIVISION II-CONSTRUCTION DETAILS

SECTION 102 - MAINTENANCE OF TRAFFIC (FLDOT 10/27/2017)

Article 102-4: Delete Article 102-4 in its entirety and substitute the following:

The Contractor shall submit a complete Traffic Control Plan (TCP) to the Engineer for review and approval at the preconstruction meeting. Prepare the TCP in conformance with and in the form prescribed in the current version of the FDOT Plans Preparation Manual, FDOT Design Standards

- Index 600 series and the MUTCD. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the TCP, and notify the Department in writing of any such potential impacts to utilities. The TCP shall be signed and sealed by a professional engineer duly registered in the State of Florida.

Engineer's approval of the TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those depicted in the original Contract Documents, and which effect a change in utility work different from that shown in the utility plans, joint project agreements, interlocal agreements or utility

The City reserves the right to reject any Traffic Control Plan. Obtain the Engineer's written approval before beginning work using a TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP without proper documentation on an emergency basis.

Pedestrian and/or bicycle traffic must be safely and continuously maintained through, or around, work zones on highway or streets where pedestrian and bicyclists were permitted at the start of the project. The Contractor shall submit a plan for approval signed and sealed by a professional engineer duly licensed in the State of Florida for the safe passage of pedestrian and bicycle traffic prior to closure of any existing pedestrian facility. Facilities constructed to specifically provide access for pedestrians in or around work zones must be consistent with the current PROWAG. The plan shall detail the rerouting of users, duration of closure and proposed construction methods for any temporary facility. Payment for this work shall be included in price bid for Pay Item 102-1a - Maintenance of Pedestrian and Bicycle Traffic.

All costs for maintenance of traffic including preparation of Traffic Control Plan shall be included in the price bids for Pay Item 102-1 - Maintenance of Traffic, except as expressly provided for in other pay items in the contract.

SECTION 331 - TYPES ASPHALT CONCRETE, QUALITY ASSURANCE AND ACCEPTANCE PROCEDURES (LCDOT REV 12/06/2017)

Section 331: The following Section shall be added in its entirety:

331-1 Description.

331-1.1 General: Construct a Type S Asphalt Concrete course (using the Quality Assurance acceptance system) using the type of mixture specified in the Contract, or when offered as alternates, as selected. If offered as alternates, meet the layer thickness criteria specified in 331- 1.2. Type S mixes are identified as Type S-1, Type S-11, or Type S-111. The composition and physical test properties for all mixes including Type S Asphalt Concrete are shown in Tables 331-1 and 331-2. This Section establishes Acceptance Procedures for materials and work performed under Sections 290, 320, 330, 331, 334, and 337 of the July 2017 edition of the FDOT Standard Specifications for Road and Bridge Construction.

Where Type S Asphalt Concrete is specified in the Contract, if approved by the Engineer, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of Section 334 may be selected as an alternate at no additional cost to the Department. The equivalent mixes are as follows:

Type S-1. Type SP-12.5

Type S-11 Type SP-19.0

Type S-111 Type SP-9.5

Meet the requirements for the plant and equipment specified in Section 320. Meet the general construction requirements specified in Section 330.

Table 331-1 Bituminous Concrete Mixtures								
Type	Total Aggregate Passing Sieves ¹							
	3/4 inch	1/2 inch	3/8 inch	No.4	No.10	No.40	No. 80	No.200
S-1 ⁵	100	88-98	75-93	47-75	31-53	19-35	7-21	2-6
S-II ²	83-98	71-87	62-78	47-63	33-49	19-35	9-18	2-6
S-III ⁵		100	88-98	60-90	40-70	20-45	10-30	2-6
FC-3 ⁵		100	88-98	60-90	40-70	20-45	10-30	2-6

¹ In inches or sieves.

² 100% passing 1/4 inch sieve and 94 to 100% passing 1/2 inch sieve.

³ 100% passing 1/2 inch sieve.

⁴ The Engineer may increase the design range for the No. 10 sieve for lightweight aggregates.

⁵ The Engineer may retain up to 1% on the maximum sieve size.

Table 331-2 Marshall Design Properties for Bituminous Concrete Mixes						
Mix Type	Minimum Marshall Stability (Obs.)	Flow** (0.01 in.)	Minimum VMA(%)	Air Voids (%)	Minimum Effective Asphalt Content (%)	VFA Voids Filled with Asphalt(%)
S-I	1,500*	8-13	14.5	4-5	***	65-75
S-II	1,500*	8-13	13.5	4-5	***	65-75
S-III	1,500*	8-13	15.5	4-6	***	65-75
FC-3	1,500	8-13	15.5	4-6	***	65-75
*The minimum Marshall Stability for Type S mixes used on limited access facilities (Interstate, Turnpike, and Expressways) shall be 1,800 lbs. **The maximum Flow value during production shall not exceed one point more than shown in the Table. ***The ratio of the percentage by weight of total aggregate passing the No. 200 sieve to the effective asphalt content expressed as a percentage by weight of total mix shall be in the range of 0.6 to 1.2.						

The Engineer will accept the work on a LOT to LOT basis in accordance with the applicable requirements of Sections 5 and 6. The size of the LOT will be as specified in 331-6 for the bituminous mixture produced at the plant and as stipulated in 331-7 for the material placed on the roadway.

331-1.2 Layer Thicknesses:

331-1.2.1 Structural Layers: The allowable layer thicknesses for Type S Asphalt Concrete mixtures used in structural and overbuild applications is as follows:

Type S-III 3/4 to 1-1/4 inches

Type S-I.....1-1/4 to 2-1/2 inches

Type S-II 2 to 2-3/4 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on Type S mixtures when used as a structural course:

Type S-III- Limited to the final (top) structural layer, one layer only.

Type S-I- May not be used in the first layer of courses over 3-1/2 inches thick, nor in the first layer of courses over 2-3/4 inches thick on limited access facilities.

Type S-II - May not be used in the final (top) structural layer.

331-1.2.2 Additional Requirements: The following requirements also apply to Type S Asphaltic Concrete mixtures:

1. A minimum 1-1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. All overbuild layers shall be Type S asphalt concrete. Use the minimum and maximum layer thicknesses as specified in 331-1.2.1 unless shown differently in the plans.

4. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans. Other variations from these thicknesses shall be approved by the Engineer.

331-1 Materials

331-2.1 General Requirements: Meet the material requirements specified in Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent. 916-1, 916-2

Mineral Filler.....917-1, 917-2

Coarse Aggregate, Stone, Slag or Crushed Gravel..... Section 901

Fine Aggregate Section 902

Asphalt concrete mixes containing crushed gravel as coarse aggregate component must show no potential for stripping during laboratory testing for mix design verification. Crushed Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable specifications.

331-2.2 Specific Requirements:

331-2.2.1 Condition of Aggregate: Use clean aggregate containing no deleterious substances. Do not use coarse or fine aggregate which contains more than 0.5% of phosphate.

331-2.2.2 Fine Aggregate and Mineral Filler: In laboratory tests, and for the purpose of proportioning the paving mixture, consider all material passing the No. 10 sieve and retained on the No. 200 sieve as fine aggregate, and the material passing the No. 200 sieve as mineral filler.

331-2.2.3 Screenings: Do not use any screenings in the combination of aggregates containing more than 15% of material passing the No. 200 sieve. When two screenings are blended to produce, the screening component of the aggregate one of such screenings may contain up to 18% of material passing the No. 200 sieve, as long as the combination of the two does not contain over 15% material passing the No. 200 sieve. Screenings may be washed to meet these requirements.

331-2.2.4 Use of Reclaimed Asphalt Pavement (RAP): Subject to certain requirements, Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture RAP may be used as a component material of the bituminous mixture subject to the following:

1. Assume responsibility for the design of asphalt mixes which incorporate RAP as a component part.
2. Do not allow RAP to exceed 60% by weight of total aggregates for Asphalt Base Courses nor more than 50% by weight of total aggregates for Structural and Leveling Courses. Do not use RAP in Friction Courses.
3. Mount a grizzly or grid with openings of a sufficient size to prevent clogging of the cold feed over the RAP cold bin. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture. If oversized RAP material appears in the completed recycled mix, cease plant operations and take appropriate corrective action.
4. Ensure that the RAP material as stockpiled is reasonably uniform in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
5. Ensure that the RAP has a minimum average asphalt content of 4% by weight of total mix.

The Department reserves the right to sample the stockpile in order that this requirement is met. When material milled from the project is used as a component of the asphalt mixture and a Composition of Existing Pavement is known, use the following procedures for obtaining representative samples for the mix design:

1. Cut ten 6-inch cores in area(s) approved by the Engineer. Fill the core holes immediately prior to opening to traffic.
2. Representative samples may also be obtained by milling the existing pavement to the full depth shown on the plans for pavement removal for a length of approximately 200 feet. Immediately replace the pavement removed with the specified mix in the Contract.
3. Submit a request in writing to the Engineer for any variance from the above outlined methods of obtaining samples for mix designs. When the RAP to be used as a component in a mix design is stockpiled from a previous DOT project and the Composition of Existing Pavement is known, design the mix and submit to the Department for verification.

When the composition of stockpiled RAP to be used as a component in a mix design is not known, design the mix as follows:

1. Submit a bag of RAP, composed of samples from several locations in the stockpile(s), to the Department at least four weeks prior to the planned start of mix design. The Engineer will run viscosities on the reclaimed asphalt pavement and furnish the information to the Contractor.
2. Run a minimum of six extraction gradation analyses of the RAP. Take the samples at random locations around the stockpile(s).
3. Request the Engineer to make a visual inspection of the stockpile(s) of RAP. Based on visual inspection, the Engineer will determine the suitability of the stockpiled materials.
4. When the proposed mix design is submitted to the Department for verification, submit the data from the extraction gradation analyses required above.

331-2.2.5 Binder for Mixes with RAP: Use a PG 67-22 where RAP is less than 20% by weight of total aggregate; use a PG 64-22 where RAP is 20% or greater but less than 30% by weight of total aggregate; use appropriate recycle agent where RAP is 30% or greater. The Engineer reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to request reasonable changes during the production based on the requirements of 331-4.4.4.

331-2.2.6 Use of Recycled Crushed Glass: Recycled crushed glass maybe used as a component of the bituminous mixture subject to the following:

1. Consider the recycled crushed glass a local material and meet all requirements specified in 902-6.
2. The percentage of recycled crushed glass in any bituminous mixture does not exceed 15% of the total aggregate weight.
3. The asphalt binder used with mixtures containing recycled crushed glass contains 0.5% anti-stripping agent from an approved source. The addition of the specified amount of anti-stripping agent must be certified by the supplier.

4. Test bituminous mixtures containing recycled crushed glass in accordance with AASHTO T•283 as part of the mix design approval. The minimum tensile strength ratio must not be less than 80%. An increase in the amount of anti- stripping agent maybe necessary in order to meet this requirement.
5. Recycled crushed glass must not be used in friction course mixtures nor in structural course mixtures which are to be used as the final wearing course.

331-1 Permissible Variation for the Coarse Aggregate.

Size and uniformly grade or combine the aggregate or aggregates shipped to the job in such proportions that the resulting mixture meets the grading requirements of the mix design.

331-2 General Composition of Mixture.

331-4.1 General: Use a bituminous mixture composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and bituminous material. Ensure that not more than 20% by weight of the total aggregate used is silica sand or local materials as defined in Section 902. Consider the silica sand and local materials contained in any RAP material, if used in the mix, in this limitation. Size, grade and combine the several aggregate fractions in such proportions that the resulting mixture meets the grading and physical properties of the verified mix design.

RAP meeting the requirements of 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates, subject to all applicable specification requirements being met.

331-4.2 Grading Requirements: In all cases, use a mix design within the design ranges specified in Table 331-1.

331-4.3 Mix Design:

331-4.3.1 General: Prior to the production of any asphalt paving mixture, submit a mix design and representative samples of all component materials to the Department at least two weeks before the scheduled start of production. The Engineer will verify the mix design before use. Send a copy of the proposed mix design to the Engineer at the same time. (Open-graded mixes will be designed by the Engineer). Furnish the following information:

1. The specific project on which the mixture will be used.
2. The source and description of the materials to be used.
3. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use.
4. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly No. 200) should be accounted for and identified for the applicable sieves.
5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%. For structural mixes (S-1, S-11 and S-111) establish the optimum asphalt content at a level corresponding to minimum of 4.5% air voids. For FC-3 mixes, establish optimum asphalt content at a level corresponding to a minimum of 5.0% air voids.
6. A single temperature at which the mixture is intended to be discharged from the plant.
7. The laboratory density of the asphalt mixture for all mixes except Open-Graded Friction Courses.
8. Evidence that the completed mixture will meet all specified physical requirements.
9. The name of the individual responsible for the Quality Control of the mixture during production

331-4.3.2 Revision of Mix Design: Submit all requests for revisions to approved mix designs, along with supporting documentation, in writing to the Engineer. In order to expedite the revision process, a verbal revision request or discussion of the possibility of a revision request maybe made, but must be followed up with a written request. The verified mix design will remain in effect until a change is authorized by the Engineer. In no case will the effective date of the revision be established earlier than the date of the first communication with the Engineer regarding the revision. Provide a new mix design for any change in source of aggregate.

331-4.3.3 Resistance to Plastic Flow: Include with the submitted mix design test data showing that the material as produced will meet the requirements specified in Table 331- 2 when tested in accordance with FM 1-T 245. Further, determine the bulk specific gravity of the laboratory compacted bituminous mixture in accordance with FM 1-T 166. Determine the percent of unfilled voids and the percent of aggregate voids filled with asphalt using the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Determine maximum specific gravity of the bituminous mixture by FM 1-T 209.

331-4.3.4 Revocation of Mix Design: The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer will no longer allow the use of the mix design.

331-4.4 Contractor's Quality Control:

331-4.4.1 Personnel: In accordance with the requirements of 331-8 provide the necessary quality control personnel. Ensure that the Quality Control Technician is certified by the CTQP process and possesses a valid certificate of qualification. When it becomes evident to the Department that the Quality Control Technician cannot perform as required by the position, the Department will revoke the certification and require replacement with a certified technician.

331-4.4.2 Extraction Gradation Analysis: Sample the bituminous mixture at the plant in accordance with FM 1-T 168. Determine the percent bitumen content of the mixture in accordance with FM 5-563, and determine the percent passing the standard sieves in accordance with FM 1-T 030. In the event the calibration factor for the mix exceeds 0.50%, conduct the extraction and gradation analysis in accordance with FM 5-544 and FM 5-545, respectively. Show all test results to the nearest 0.01. Carry all calculations to the nearest 0.001 and rounded to the nearest 0.01, in accordance with the Department's rules of rounding.

Run a minimum of one extraction gradation analysis of the mixture for each day's or part of a day's production and immediately following any change in the production process. Take the quality control sample of mixture for the extraction gradation analysis each day as soon as the plant operations have stabilized. Obtain the results in a timely manner (no later than the end of the day) so that adjustments can be made if necessary.

On initial use of a Type S or FC-3 mix design at a particular plant, as a minimum, run an additional extraction gradation analysis if more than 500 tons of mixture are produced on the first day of production. Extraction gradation analysis will not be required on the days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons. Use the target gradation and asphalt content as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 331-4.3.2.

If the percentage of bitumen deviates from the optimum asphalt content by more than 0.55% or the percentage passing any sieve falls outside the limits shown in Table 331-3, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt content by more than 0.55% or exceeds the limits as shown in Table 331-3 for any sieve, stop the plant operations until the problem has been corrected. In addition, if the results of two consecutive tests show an amount greater than 99.0% passing the 1/2 inch sieve for Type S-1, an amount greater than 99.0% passing the 3/4 inch sieve for Type S-II, or an amount greater than 99.0% passing the 3/8 inch sieve for FC-3, stop the plant operation until the problem has been corrected.

Maintain control charts showing the results of the extraction gradation analysis (bitumen content and sieve analysis).

Table331-3	
Sieve Size	Percent
1 inch	7
3/4 inch	7

1/2 inch	7
3/8 inch	7
No.4	7
No. 10	5.5
No.40	4.5
No.80	3
No.200	2

331-4.4.3 Plant Calibration: At or before the start of mix production, perform a wash gradation on a set of hot bin samples for batch or continuous mix plants or belt cut for drum mix plants to verify calibration of the plant. When approved by the Engineer, extraction gradation analysis of the mix may be used to verify calibration of the plant. This extraction gradation analysis may also be used to fulfill the quality control requirements for the first day's production.

331-4.4.4 Viscosity of Asphalt in Mixes Containing RAP: When RAP is a component material, the viscosity of the asphalt material in the bituminous mixture, determined by the Engineer in accordance with ASTM D 2171, shall be 6,000 ± 2000 poises. This determination will be made on samples obtained by the Department on a random basis at a frequency of approximately one per 2,000 tons of mix.

If the viscosity determined by the Contractor is out of the specified range, adjust the binder formulation or blend of RAP in the mix to bring the viscosity within tolerance.

331-5.1 Acceptance of the Mixture:

The Department will approve all materials for acceptance through the Department's Acceptance Procedures specified herein. The Engineer is responsible for determining the acceptability of the construction and materials incorporated therein. The Contractor is responsible for the quality of construction and materials incorporated therein. The Contractor shall maintain effective quality control until final project acceptance. Accomplish all quality control sampling and testing on a random basis in accordance with the approved Quality Control Plan. The Department will perform all necessary sampling and testing for acceptance purposes on a random basis as specified herein, in addition to monitoring and observing the Contractor's quality control test procedures and results.

A LOT is defined as an isolated quantity of a specified material produced from a single source or operation, or it is a measured amount of specified construction produced by the same process. In order to change the process, thereby necessitating the termination of the current LOT and starting a new LOT, submit a written request, with justification, to the Engineer for approval. Obtain the Engineer's approval prior to making the process change. Perform all quality control sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual. The Department will perform all acceptance sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual.

This manual, developed and distributed by the FDOT Materials Office, contains the detailed sampling and testing procedures from AASHTO and ASTM as modified by the Department.

331-5.1.1 Payment Based on Acceptance Results: The Department will adjust the payment for each LOT of material, product, item of construction or completed construction based on acceptance test results in accordance with the requirements specified hereinafter in the applicable Sections.

331-5.1.2 Resampling of LOTs: The Department requires that LOTs of materials, products, items of construction or completed construction meet the requirements of these Specifications at the time of submission. The Department will not take check samples for acceptance purposes.

331-5.3 Defective Materials:

331-5.3.1 Acceptance or Rejection: Following the application of the appropriate acceptance plan, the Engineer will make the final decision as to the acceptance, rejection or acceptance at an adjusted payment of the LOTs.

331-5.3.2 Disposition of LOTs: For nonconforming LOTs of materials, products, items of construction or complete construction that are not adaptable to correction by reworking, either remove and replace the nonconforming work, or accept no payment or an adjusted payment as stated in these Specifications, or, if not stated, as directed by the Engineer.

331-5.4 General Basis of Adjusted Payment for Deficiencies: When the Engineer determines that a deficiency exists, the Engineer will apply the applicable payment factor as shown in these Specifications to the entire LOT. When the Engineer determines that multiple deficiencies exist, the Engineer will apply an adjustment to the LOT of material that is identified by each deficiency. The Engineer will apply the adjustment for each deficiency separately as it occurs. The Engineer will not allow an adjustment to be affected by any other adjustment occurring for the same LOT. As an exception to the foregoing requirements, when there are two or more deficiencies in the gradation acceptance tests(% pass No. 4 sieve,% pass No. 10 sieve,% pass No. 40 sieve,% pass No. 200 sieve) the Engineer will only apply the greater adjustment. The Engineer will express all reductions in payment in terms of equivalent pay items at no pay. When the item is measured by the ton, the Engineer will convert the LOT in the field, which is measured in feet, to equivalent tons and by using the average calculated spread for that LOT. When the pay item is measured by the square yard, the Engineer will convert the LOT at the production point, which is measured in tons, to equivalent square yards at the design thickness and by using the laboratory density as a conversion factor.

331-6 Acceptance of the Mixture at the Plant:

331-6.1 General: The Engineer will accept the bituminous mixture at the plant, with respect to gradation and asphalt content, on a LOT to LOT basis. The material will be tested for acceptance in accordance with the provisions of 331-5 and the following requirements. However, the Engineer will reject any load or loads of mixture which are unacceptable for reason of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature for use in the work.

For initial use of a Type S or FC-3 mix design with a Florida limestone source north of the 28th parallel at a particular plant, limit the first day's production to a maximum of 300 tons.

Resume production upon notification of acceptable Marshall properties. Each LOT will be defined (as selected by the Contractor prior to the start of the LOT) as either (1) 2,000 tons, with each LOT subdivided into four equal sublots of 500 tons each, or (2) 4,000 tons, with each LOT subdivided into four equal sublots of 1,000 tons each. As an exception to this, the initial LOT of all new mix designs shall be defined as 2,000 tons, subdivided into four equal sublots of 500 tons each. Before the beginning of a LOT, the Engineer will develop a random sampling plan for each subplot and direct the Contractor on sample points based on tonnage, for each subplot during construction.

A partial LOT may occur due to the following:

- (1) The completion of a given mix type or mix design on a project.
- (2) An approved LOT termination by the Engineer due to a change in process, extended delay in production, or change in mix design.
- (3) LOTS will be closed 30 calendar days after the start of the LOT. Time periods other than 30 calendar days may be used if agreed to by both the Engineer and the Contractor, but under no circumstances shall the LOT be left open longer than 60 days. On multiple project contacts, the LOT(s) of the asphalt plant will carry over from project to project.

331-6.2 Acceptance Procedures: Control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and the percent passing the No. 4, No. 10, No. 40 and No. 200 sieves will meet the approved job mix formula within the tolerance shown in Table 331-6.

Table 331-4

Tolerances for Acceptance Tests

Characteristic	Tolerance*
Asphalt Content (Extraction)	±0.55%
Passing No. 4 sieve	±7.00%
Passing No. 10 sieve	±5.50%
Passing No. 40 sieve**	±4.50%
Passing No. 200 sieve	±2.00%

*Tolerances for sample size of n=1. See Table 331-7 for other sample sizes n=2 through n=6.

**Applies only to FC-3.

Acceptance of the mixture will be on the basis of test results on consecutive random samples from each subplot. One random sample will be taken from each subplot. The bituminous mixture will be sampled and tested at the plant as specified in 331-4.4.2. Complete all QC testing within one working day from the time the samples were obtained.

Calculations for the acceptance test results for bitumen content and gradation (percentages passing No. 4, No. 10, No. 40 and No. 200 sieves) will be shown to the nearest 0.01.

Calculations for arithmetic averages will be carried to the nearest 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding.

334-6.2.1 Verification Testing: In order to determine the validity of the Contractor's QC test results prior to their use in the Acceptance decision, the Engineer will run verification tests.

334-6.2.2 Plant Testing: At the completion of each LOT, the Engineer may test a minimum of one Verification split sample randomly selected from the LOT. Results of the testing and analysis for the LOT will be made available to the Contractor within one working day from the time the LOT is completed. Verification samples shall be reheated at the target roadway compaction temperature for 1-1/2 hours, plus or minus 5 minutes, reduced to the appropriate testing size, and conditioned and tested. In lieu of the 1-1/2 hours reheating procedure, the mixture may be reheated to within plus or minus 20°F of the roadway compaction temperature using a microwave oven. Stir the mixture as necessary during the reheating process to maintain temperature uniformity. Subsequently, condition and test the mixture.

If all of the specified mix characteristics compare favorably, then the LOT will be accepted, with payment based on the Contractor's QC test data for the LOT. If any of the results do not compare favorably, then the Resolution samples from the LOT will be sent to an Independent laboratory for testing.

331-6.2.3 Plant Samples: In the event of an unfavorable comparison between the Contractor's QC test results and the Engineer's Verification test results on any of the properties, the Independent laboratory will test all of the split samples from the LOT for only the property (or properties) in question. Resolution samples shall be reheated at the target roadway compaction temperature for 1-1/2 hours, plus or minus 5 minutes, reduced to the appropriate testing size, and conditioned and tested. In lieu of the 1-1/2 hours reheating procedure, the mixture may be reheated to within plus or minus 20°F of the roadway compaction temperature using a microwave oven. Stir the mixture as necessary during the reheating process to maintain temperature uniformity. Subsequently, condition and test the mixture.

331-6.2.4 Independent Resolution Determination: The Resolution test results (for the property or properties in question) will be compared with the QC test results based on the between-laboratory precision. If the Resolution test results compare favorably with all of the QC results, then acceptance and payment for the LOT will be based on the QC results. If the Resolution test results do not compare favorably with all of the QC results, then

acceptance and payment for the LOT will be based on the Resolution test data for the LOT. No additional time will be granted for the impacts of any such testing. In the event of an unfavorable comparison between the Resolution test results and QC test results, make the necessary adjustments to assure that future comparisons are favorable.

331-6.2.5 Basis of Payment: Price and payment will be full compensation for all the work specified under this Section (including the applicable requirements of Sections 320 and 330) for materials accepted in accordance with 331-4, 331-6, and 331-7. Based upon the quality of the material, a pay adjustment will be applied to the bid price of the material as determined on a LOT by LOT basis. The pay adjustment will be assessed by calculating a Pay Factor for the following individual quality characteristics: asphalt binder content, roadway density testing, and the percentage passing the No. 4, No. 10, No. 40 and No. 200. The pay adjustment will be computed by multiplying a Composite Pay Factor (CPF) for the LOT by the bid price per ton.

331-6.2.5.1 Partial LOTs: For Partial LOTs where no random sample is obtained due to insufficient tonnage, a CPF of 1.00 shall be applied.

331-6.2.5.2 Pay Factors: Pay Factors will be determined based on Table 331-5, using the average of the accumulated deviations from the target value (deviations are absolute values with no plus or minus signs.) The process will be considered out of control when the deviation of any individual test result from the mix design falls in the 80% pay factor for the "one test" column of Table 331-5. When this happens, the LOT will be automatically terminated and production stopped. The approval of the Engineer will be required prior to resuming production of the mix.

Acceptance of the LOT will then be determined in accordance with Table 331-5.

Table 331-5 Acceptance Schedule of Payment (Asphalt Plant Mix Characteristics)				
Average of Accumulated Deviations of the Acceptance Tests from the Mix Design.				
Pay Factor	1-Test	2-Tests	3-Tests	4-Tests
Asphalt Cement Content (Extraction -FM 5-544 or 5-563)				
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45
0.80*	over 0.75	over 0.57	over 0.50	over 0.45
No. 4 sieve**				
1.00	0.00-7.00	0.00-5.24	0.00-4.46	0.00-4.00
0.98	7.01-8.00	5.25-5.95	4.47-5.04	4.01-4.50
0.95	8.01-9.00	5.96-6.66	5.05-5.62	4.51-5.00
0.90	9.01-10.00	6.67-7.36	5.63-6.20	5.01-5.50
0.80*	over 10.00	over 7.36	over 6.20	over 5.50
No. 10 sieve**				
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50

0.90	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00
0.80*	over 8.50	over 6.45	over 5.54	over 5.00
No. 40 sieve**				
1.00	0.00-4.50	0.00-3.91	0.00-3.65	0.00-3.50
0.98	4.51-5.50	3.92-4.62	3.66-4.23	3.51-4.00
0.95	5.51-6.50	4.63-5.33	4.24-4.81	4.01-4.50
0.90	6.51-7.50	5.34-6.04	4.82-5.39	4.51-5.00
0.80*	over 7.50	over 6.04	over 5.39	over 5.00
No. 200 sieve**				
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90
0.80*	over 2.80	over 2.27	over 2.04	over 1.90

*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contractor may accept the indicated partial pay. Otherwise, remove and replace the material at no cost to the Department on any item.

**When there are two or more reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test results.

NOTES:

(1) The No. 40 sieve applies to FC3..

(2) Deviations are absolute values with no plus or minus signs.

331-6.3 Automatic Batch Plant Asphalt Cement Content: Acceptance determinations for asphalt content for mixtures produced by automatic batch plants will be determined per 334- 5.1.1. Acceptance determinations for gradations (No. 4, No. 10, No. 40 and No. 200 sieves) will be based on the actual test results from extraction gradation analyses. Payment will be made based on the provisions of Table 331-5.

331-6.4 Additional Tests: The Engineer reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

331-6.4.1 Determination of Marshall and Volumetric Properties: The Contractor will determine the Marshall and Volumetric Properties of the mix at a minimum frequency of one set per LOT, to determine whether or not the produced mix is meeting the specification requirements. The Department may sample and prepare test specimens and test the mix in accordance with FM 5-511 for Marshall stability and flow., FM 1-T 209 for maximum specific gravity, and FM 1-T 166 for density. Volumetric properties will be determined for Type S and FC-3 mixes only.

331-6.4.2 Failing Marshall Properties: When the average value of the specimens fails to meet specification requirements for stability or flow, the Engineer may stop the plant operations until all specification requirements can be met or until another verified mix design has been approved. Make revisions to a mix design in accordance with 331-4.3.2. If the Lab Density of the mix during production differs from the value shown on the verified mix design by more than 2 lbs/ft³ for two consecutive tests, the Engineer will revise the target value.

331-6.4.3 Failing Volumetric Properties (Type Sand FC-3 mixes only): When the Engineer determines the air void content to be less than 3.0%, or greater than 6.5%, make appropriate adjustments to the mix. When the air void content is determined to be less than 2.5% or greater than 7.0% on any one test, or less than 3.0% on two consecutive tests, cease operations until the problem has been resolved.

331-6.4.4 Resuming Production: In the event that plant operations are stopped due to a failure to meet specification requirements, obtain the Engineer's approval before resuming production of the mix. Limit production to a maximum of 300 tons. At this time, the Marshall and volumetric properties of the mix will be verified. After the Marshall and volumetric properties are verified, full scale production of the mix may be resumed.

331-6.5.5 Disposition of In-Place Material: Any material in-place that is represented by the failing test results (low stability, high flow, or less than 2.5% air voids) will be evaluated by the Engineer to determine if removal and replacement is necessary. Remove and replace any in-place material, if required at no cost to the Department.

331-7 Acceptance of the Mixture at the Roadway

331-7.1 Density Control Nuclear Method: Determine the in-place density of each course of asphalt mix construction using the Nuclear Density Backscatter Method as specified by FM 1-T 238 (Method B). For a completed course, obtain an average in-place LOT density of at least 98% of the valid control strip density. Do not perform density testing on patching courses, leveling and intermediate courses less than 1 inch thick (or a specified spread rate less than 100 lb/ yd²), overbuild courses where the minimum thickness is less than 1 inch, projects less than 1,000 feet, sections with variable width, or open-graded friction courses. Compact these courses, with the exception of open- graded friction courses in accordance with 330-7.

331-7.2 Control Strips: In order to determine the density of compacted asphalt mixtures for the purpose of acceptance, first establish a control strip. Construct one or more control strips for the purpose of determining the control strip density. Construct a control strip at the beginning of asphalt construction and one thereafter for each successive course. Construct a new control strip for any change in the composition of the mix design, underlying pavement structure, compaction equipment, or procedures.

The Engineer may require an additional control strip when the Engineer deems it necessary to establish a new control strip density or confirm the validity of the control strip density being used at that time. The Contractor may also request a confirmation of the control strip density. Construct the control strip as a part of a normal day's run. Construct control strip 300 feet in length and of an adequately uniform width to maintain a consistent compactive effort throughout the section. When constructing the control strip, start it between 300 and 1,000 feet from the beginning of the paving operation. Construct a control strip of a thickness that is the same as that specified for the course of which it is part. Construct the control strip using the same mix, the same paving and rolling equipment, and the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Leave every control strip in place to become a portion of the completed roadway.

In order to determine the acceptability of the control strip, make ten nuclear density determinations at random locations within the control strip after completing the compaction of the control strip. Do not make any determinations within 12 inches of any unsupported edge. Use the average of these ten determinations for the Control Strip Density. For purposes of determining the percent of laboratory density, as required in Table 331-6, the Engineer will develop a correction factor at four nuclear density locations from 6 inches diameter cores or by direct transmission nuclear determination where applicable. Cut the cores prior to opening the roadway to traffic. The Engineer will calculate the percent of lab density to the nearest 0.01% and round it to the nearest 0.1%. Should the percent of lab density in a control strip exceeds 99.0%, notify the Engineer immediately.

In the event that a control strip does not meet the minimum density requirements specified in Table 331-6, take appropriate corrective actions and construct a new control strip. If three consecutive control strips fail to meet specification requirements, the Engineer will limit production and placement of the mix to 800 to 1,000 feet, regardless of the thickness and width the Contractor is placing, until the Contractor obtains a passing control strip. Once the Contractor has obtained a passing control strip after a failing control strip (for the same mix layer, and project), the Department will use the passing control strip to accept all previously laid mix. In the event the Contractor does not obtain a passing control strip, and this particular mix, layer, etc., is completed on the project, the Engineer will evaluate density in accordance with FM 5-543.

Table 331-6			
Roadway Requirements for Bituminous Concrete Mixes			
Mix Type	Density	Minimum Control Strip Density* (% of Lab Density)	Surface Tolerance
S-I, S-II, S-m ,	per 331-7	96	per 331-7.3
FC-3	per 331-7	96	per 331-7.3
* The minimum control strip density requirement for shoulders is 95% of lab density.			

331-7.3 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope meeting the requirements per Table 331-7.

331-7.4 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples.

331-7.5 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 1.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

331-7.5.1 QC Calibration and Comparison: Calibrate the electronic levels a minimum of once per day before paving operations begin, in accordance with manufacturer's instructions. Compare the QC level with the Verification level before paving operations begin, and at any time as directed. If the comparison between QC and Verification levels is within plus or minus 0.2%, QC level is considered to compare favorably and can be used for measurement and acceptance of cross-slopes. If the levels do not compare favorably, perform a second comparison using another calibrated electronic level (Department or Contractor) for resolution. If the resolution level compares favorably with the QC level, the QC level is considered to be verified. If the resolution level does not compare favorably with the QC level, discontinue the use of the QC electronic level and obtain another approved electronic level that meets the requirements of this specification. The Contractor assumes all risk associated with placing the pavement at the correct cross slope.

331-7.5.2 Cross Slope Measurement: Measure the cross slope of the compacted pavement surface by placing the level at the center of the lane and perpendicular to the roadway centerline. Record all measurements to the nearest 0.1% on an approved form and submit the data to the Engineer.

331-7.5.2.1 Cross Slope Measurement Frequency:

1. Tangent Sections: Measure the cross-slope at a minimum frequency of one measurement every 100 feet per lane. When the average absolute deviation is consistently within the acceptance tolerance in Table 331- 7, upon the approval of the Engineer, the cross-
2. Super elevated Sections: Measure the cross slope every 100 feet per lane within the length of the full super elevation. For curves where the length of full super elevation is less than 250 feet, measure the cross slope at the beginning point, midpoint, and ending point of the fully super elevated section. For transition sections, measure the cross slope at control points identified in the Plans, or if not shown in the Plans, at a control point at the location of 0.0% cross slope.

331-7.5.2.2 Cross Slope Deviations and Corrections: Calculate the absolute deviation of each cross-slope measurement and the average of the absolute deviations of ten consecutive cross slope measurements. The

absolute deviation is the positive value of a deviation. In super elevated sections, when the number of measurements is less than ten, average the absolute deviation of all measurements.

If the average absolute deviation of any cross-slope measurement falls outside the acceptance tolerance shown in Table 331-7, stop the paving operation and make adjustments until the problem is resolved to the satisfaction of the Engineer.

Address in accordance with 337-7.5, all individual cross slope deviations outside the acceptance tolerances shown in Table 331-7. Complete all corrections before placement of the final pavement surface layer. For pavement with multiple layers, the deficient areas for the structural course maybe left in place, if approved by the Engineer. For friction course layers, make corrections in accordance with 331-7.5.

Table 331-7		
	Cross Slope	Acceptance
Roadway Feature	Individual Absolute Deviation	Average Absolute Deviation
Tangent section (including tum lanes)	0.4%	0.2%
Super elevated curve	0.4%	0.2%
Shoulder	0.5%	0.5%

The limits of deficient areas requiring correction maybe verified and adjusted with more accurate measurement methods, including survey instruments, upon approval of the Engineer and at no cost to the Department.

Should the Contractor wish to have any required corrections waived, submit a request to the Engineer for approval. The Engineer may waive the corrections at no reduction in payment if the deficiencies are sufficiently separated so as not to affect the pavement's overall traffic safety, surface drainage, ride quality, or surface texture.

For intersections, tapers, crossovers, transitions at the beginning and end of the project, bridge approaches and similar areas, adjust the cross slope to match the actual site conditions or as directed by the Engineer.

In the event the distance between two edges of deficient areas is less than 100 feet, the correction work shall include the area between the deficient areas.

331-7.5.3 Verification: The Engineer will verify the Contractor's cross slope measurements by randomly taking a minimum of ten cross slope measurements per lane per mile in tangent sections, at control points in transition sections, and a minimum of three cross slope measurements in fully super elevated sections. The Engineer will measure the cross slope of the compacted pavement surface by placing the level at the center of the lane and perpendicular to the roadway centerline.

331-7.5.3.1 Cross Slope Deviations and Corrections: If the average absolute deviation or an individual cross slope deviation falls outside of the acceptance tolerance in Table 331-7, immediately make a comparison check at the QC test locations to verify the QC measurements in the section. If the comparisons are beyond the acceptable comparison tolerance in accordance with 331- 7.5.1, stop the paving operations until the issue is resolved to the satisfaction of the Engineer. Correct any cross slope not meeting the individual deviation acceptance tolerance in accordance with 331-7.7 at no cost to the Department. The Engineer reserves the right to check the pavement cross slope at any time by taking cross slope measurements at any location.

331-7.6 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification.

331-7.6.1 General: Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

331-7.6.2 Test Method: Perform all straightedge testing in accordance with FM 5- 509 in the outside wheel path of each lane. The Engineer may require additional testing at other locations within the lane.

331-1.6.3 Traffic Control: Provide traffic control in accordance with Section 102 and the Design Standards, Index Nos. 607 or 619 during all testing. When traffic control cannot be provided in accordance with Index Nos. 607 or 619, submit an alternative Traffic Control Plan as specified in 102-4. Include the cost of this traffic control in the Contract bid prices for the asphalt items.

331-7.6.4 Process Control Testing: Assume full responsibility for controlling all paving operations and processes such that the requirements of these Specifications are met at all times.

331-7.6.5 QC Testing:

331-7.6.5.1 General: Straightedge the final Type S structural layer and friction course layer in accordance with 331-7.6.2, with the exception that if the method of acceptance is by laser profiler, then straight edging of the friction course layer is not required unless otherwise stated in the Specifications. If the project's method of acceptance is by laser profiler, areas not suitable for testing with the laser profiler will be tested and accepted by straight edging. Test all pavement lanes and ramps where the width is constant and document all deficiencies in excess of 3/16 inch on a form approved by the Engineer.

331-7.6.5.2 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. As an exception, in the event the Engineer identifies an objectionable surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 331-7.7. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor, as determined by the Engineer. In addition, the Engineer may also waive the straight edging requirements on ramps and super elevated sections where the geometrical orientation of the pavement results in an inaccurate measurement with the rolling straightedge.

331-7.6.5.3 Intermediate Layers and Temporary Pavement: When the design speed is 55 mph or greater and the intermediate Type S layer or temporary pavement is to be opened to traffic, if the Engineer identifies an objectionable surface irregularity, straightedge and address all deficiencies in excess of 3/8 inch within 72 hours of placement in accordance with 331-7.7.

331-7.6.5.4 Final Type S Structural Layer: Straightedge the final Type S structural layer in accordance with 331-7.6.2, either behind the final roller of the paving train or as a separate operation. Notify the Engineer of the location and time of straightedge testing a minimum of 48 hours before beginning testing. The Engineer will verify the straightedge testing by observing the QC straight edging operations. Address all deficiencies in excess of 3/16 inch in accordance with 331-7.7.

When the final structural course is to be opened to traffic and the design speed is 55 mph or greater, if any defect is 3/8 inch or greater, the Engineer may require deficiencies to be corrected within 72 hours after opening to traffic.

331-7.6.5.5 Friction Course Layer: Where required per 331-7.6.5.1, and in areas noted in 331- 7.6.6.2 as not suitable for testing with the Laser Profiler, straightedge the friction course layer in accordance with 331-7.6.2, either behind the final roller of the paving train or as a separate operation upon completion of all paving operations. Notify the Engineer of the location and time of straightedge testing a minimum of 48 hours before beginning testing.

The Engineer will verify the straightedge testing by observing the QC straight edging operations. Address all deficiencies in excess of 3/16 inch in accordance with 331-7.7.

331-7.6.6 Acceptance:

331-7.6.6.1 Straightedge Acceptance: For areas of roadways where the design speed is less than 55 miles per hour, and for areas of roadways where the design speed is greater than or equal to 55 miles per hour which are noted in 331-7.6.6.2 as not suitable for testing with the Laser Profiler, acceptance for pavement smoothness of the friction course will be based on verified QC measurements using the straightedge as required by 331- 7.6.5. The Engineer will verify the straightedge testing by observing the QC straight edging operations.

331-7.6.6.2 Laser Acceptance: For areas of high speed roadways where the design speed is equal to or greater than 55 miles per hour, acceptance testing for pavement smoothness of the friction course (for mainline traffic lanes only) may be based on the Laser Profiler. Ramps, acceleration and deceleration lanes, and other areas not suitable for testing with the Laser Profiler will be tested and accepted with the straightedge in accordance with 331- 7.6.5.5 and 331-7.6.6.1.

331-7.7 Unacceptable Pavement:

331-7.7.1 Corrections: Address all areas of unacceptable pavement at no cost to the Department. Retest all corrected areas and assure the requirements of these Specifications are met.

331-7.7.1.1 Structural Layers: Correct all deficiencies, as defined in the Specifications, in the Type S structural layers by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane.

As an option, for high straightedge deficiencies only, mill the pavement surface the full lane width to a depth and length adequate to remove the deficiency. This option only applies if the structural layer is not the final surface layer.

331-7.7.1.2 Friction Course: Correct deficiencies in the friction course or final surface layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane.

As an exception, the Engineer may allow the Contractor to leave these areas in place if it is determined by the Engineer that the deficiency is not a significant detriment to the pavement quality. A reduction to the pay item quantity will be made in accordance with 331-7.7.2.

331-7.7.2 Reduction in Pay Item Quantity: When the Engineer elects to waive corrections, the Department will reduce the pay quantity for the pay item in question by the amount of material the Contractor would have removed and replaced had the correction been made. When the Pay Quantity is in tons, the Department will base the reduction on the volume of material the Contractor would have removed (the length by the lane width by layer thickness) multiplied by the maximum specific gravity of the mix as determined through the following equation:

$$\text{Quantity(tons)} = L \times W \times t \times Gmm \times 0.0024$$

Where:

L = Lane length (ft.) W

= Lane width (ft.)

t = Layer thickness (in.) Gmm = Maximum specific gravity from verified mix design

For FC-3 friction course, the Department will base the reduction on the area the Contractor would have removed (the length by lane width) multiplied by a spread rate of 80 pounds per square yard as determined through the following equation:

$$\text{Quantity(tons)} = L \times W \times 0.0044$$

Where:

L = Lane length (ft.)

W = Lane width (ft.)

331-7 Protection of Finished Surface.

Keep sections of newly compacted asphalt concrete, which are to be covered by additional courses, clean until the successive course is laid. Do not dump embankment or base material directly on the pavement. Dress shoulders before placing the final lift on adjacent pavement. Equip blade graders operating adjacent to the pavement during shoulder construction with a 2 inch by 8 inch or larger board, or other attachment providing essentially the same results, attached to their blades so it extends below the blade edge and protects the pavement surface from damage by the grader blade. To prevent rutting or other distortion, protect sections of newly finished dense-graded friction course and the last structural layer from traffic until the surface temperature has cooled below 160°F. The Contractor may use artificial methods to cool the pavement to expedite paving operations. The Department may direct the Contractor to use artificial cooling methods when maintenance of traffic requires opening the pavement to traffic at the earliest possible time.

331-8 Contractor Quality Control System

331-8.1 Quality Control Description: The asphalt concrete supplier shall comply with Section 105 and maintain an approved Quality Control Program, as an alternate, the supplier shall submit a Quality Control Plan per these requirements. These Specifications establish minimum requirements and activities for a Contractor quality control system. These requirements pertain to the inspections and tests necessary to substantiate material and product conformance to Contract requirements and to all inspections and tests required by the Contract.

331-8.2 Functions and Responsibilities:

1. The Department. The Department will verify the Contractor's design mixes, inspect plants and monitor control of the operations to ensure conformance with these Specifications. At no time will the Engineer issue instructions to the Contractor or producer as to the setting of dials, gauges, scales and meters. However, the Department's representatives may question and warn the Contractor against the continuance of any operations or sequence of operations that obviously do not result in satisfactory compliance with the requirements of these Specifications.
2. The Contractor. Submit in writing the proposed Quality Control Plan for each asphalt plant for the Engineer's approval. Maintain the approved Quality Control Plan in effect for the plant to which it is assigned until the Engineer rejects it in writing. Include in the plan the sampling, testing, inspection and the anticipated frequencies of each to maintain process control.

331-8.3 Recommendations for a Contractor Quality Control Plan.

331-8.3.1 All Types of Plants:

1. Stockpiles
 - a. Place materials in the correct stockpile.
 - b. Use good stockpiling techniques.
 - c. Inspect stockpiles for separation, contamination, segregation, etc.
2. Incoming Aggregate
 - a. Obtain gradations and bulk specific gravity (BSG) values from the aggregate supplier.
 - b. Determine gradation of all component materials.
 - c. Compare gradations and BSG to mix design.
3. Cold Bins
 - a. Calibrate the cold gate/feeder belt settings.
 - b. Observe operation of cold feed for uniformity.
4. Dryer
 - a. Observe pyrometer for aggregate temperature control.
 - b. Observe efficiency of the burner.
5. Hot Bins
 - a. Determine gradation of aggregates in each bin.
 - b. Determine theoretical combined grading.

6. Bituminous Mixture
 - a. Determine asphalt content.
 - b. Determine mix gradation.
 - c. Check mix temperature.
 - d. Verify modifier addition.

331-8.3.2 Batch Plants:

1. For batch weights, determine percent used and weight to be pulled from each bin to ensure compliance with the mix design.
2. Check mixing time.
3. Check operations of weigh bucket and scale

331-8.3.3 Continuous Mix Plant:

1. Determine gate calibration chart for each bin.
2. Determine gate settings for each bin to ensure compliance with the mix design.
3. Determine gallons [cubic meters] per revolution or gallons [cubic meters] per minute to ensure compliance with the mix design.

331-8.3.4 Drum Mixer Plant:

1. Calibrate the cold feed and prepare a calibration chart for each cold gate.
2. Develop information for the synchronization of the aggregate feed, reclaimed asphalt pavement (RAP) feed and the bituminous material feed.
3. Calibrate the weigh bridge on the changing conveyor.

The activities shown in Table 331-4 are the normal activities necessary to control the production of bituminous concrete at an acceptable quality level. The Department recognizes, however, that depending on the type of process or materials, some of the activities listed may not be necessary and, in other cases, additional activities may be required. The frequency of these activities will also vary with the process and the materials. When the process varies from the defined process average and variability targets, increase the frequency of these activities until the proper conditions are restored. Take one sample and test for every 1,000 tons [900 metric tons] of incoming aggregate (including RAP) as it is stockpiled. Test RAP material for extracted gradation and asphalt content.

Plot and keep up-to-date control charts for all quality control sampling and testing.

Provide control charts for the following:

- a. gradation of incoming aggregates
- b. gradation and asphalt content of RAP
- c. combined gradations of hot bins
- d. extracted asphalt content
- e. mix gradation
- f. gradation of cold feed (drum mixers)

Post all current control charts in the asphalt lab where they can be seen. Submit design mixes to the Engineer for verification prior to their use. Provide process control of all materials during handling, blending, mixing and placing operations.

331-8.4 General Requirements: Furnish and maintain a quality control system that provides reasonable assurance that all materials and products submitted to the Engineer for acceptance meet the Contract requirements. Perform, or have performed, the inspection and tests required to substantiate product conformance to Contract requirements, and also perform, or have performed, all inspections and tests otherwise required by the Contract.

Keep a quality control technician, who has been certified by the Department as a Qualified Asphalt Plant Technician (Plant Level II), available at the asphalt plant at all times when producing asphalt mix for the Department. Place a person in responsible charge of the paving operations who is qualified by the Department as a Qualified Asphalt Paving Technician (Paving Level II). Document the quality control procedures, inspection and tests, and make that information available for review by the Engineer throughout the life of the Contract.

331-8.5 Documentation: Maintain adequate records of all inspections and tests. Record the nature and number of tests made, the number and type of deficiencies found, the quantities approved and rejected, and the nature of corrective action taken, as appropriate.

The Department may review and approve all documentation procedures prior to the start of the work. The Department will take ownership of all charts and records documenting the Contractor's quality control tests and inspections upon completion of the work.

331-8.6 Charts and Forms: Record all conforming and nonconforming inspections and test results on approved forms and charts, and keep them up to date and complete and make them available at all times to the Engineer during the performance of the work. Prepare charts of test properties for the various materials and mixtures on forms that are in accordance with the applicable requirements of the Department. The Engineer will furnish a copy of each applicable chart and form. Provide a supply of the charts and forms from the copy furnished. Obtain the Engineer's approval of non-standard forms and charts prior to using them.

331-8.7 Corrective Actions: Take prompt action to correct any errors, equipment malfunctions, process changes or other problems that result or could result in the submission of materials, products or completed construction that do not meet the requirements of these Specifications. When it becomes evident to the Department that the Contractor is not controlling his process and is making no effort to take corrective actions, the Department will require the Contractor to cease plant operations until such time as the Contractor can demonstrate that he can and is willing to control the process.

331-8.8 Laboratories with Measuring and Testing Equipment: Furnish a fully equipped asphalt laboratory (permanent or portable) at the production site, and meeting the following requirements:

1. Area - Provide an effective working area for the laboratory that is a minimum of 180 square feet. This area does not include the space for desks, chairs and file cabinets.
 2. Lighting - Provide lighting in the lab adequate to illuminate all areas of work.
 3. Temperature Control- Equip the lab with heating and air conditioning units that provide a satisfactory working environment.
 4. Ventilation - Equip the lab with fume hoods and exhaust fans that will remove all hazardous fumes from within the laboratory in accordance with OSHA requirements.
 5. Equipment and Supplies - Furnish the lab with the necessary sampling and testing equipment, and supplies, for performing Contractor quality control and Department acceptance sampling and testing. A detailed list of equipment and supplies required for each test is included in the Field Sampling and Testing Manual.
- When running plants at a high production rate, furnish additional testing equipment as necessary to allow the completion of the Contractor's quality control tests and the Department's Acceptance tests within the specified time frame.

331-8.9 Sampling and Testing: Use the sampling and testing methods and procedures that the Department provides to determine quality conformance of the materials and products. The Department will use these same methods and procedures for its acceptance tests. Include the sampling for other material characteristics on a random basis and the plotting of the test results on control charts in the Quality Control Plan.

331-8.9.1 Alternative Procedures: The Contractor may use alternative sampling methods, procedures and inspection equipment when such procedures and equipment provide, as a minimum, the quality assurance required by the Contract Documents. Prior to applying such alternative procedures, describe them in a written proposal and demonstrate for the Engineer's approval that their effectiveness is equal to or better than the Contract requirements. In case of dispute as to whether certain proposed procedures provide equal assurance, use the procedures stipulated by the Contract Documents.

331-8.10 Nonconforming Materials: Establish and maintain an effective and positive system for controlling nonconforming materials, including procedures for identification, isolation and disposition. Reclaim or rework

nonconforming materials in accordance with procedures acceptable to the Engineer. Discuss the details of this system at the preconstruction conference, and make these details a part of the record of the conference.

331-8.11 Department Inspection at Subcontractor or Supplier Facilities: The Department reserves the right to inspect materials not manufactured within the Contractor's facility.

The Department's inspection does not constitute acceptance and does not, in any way, replace the Contractor's inspection or otherwise relieve the Contractor of his responsibility to furnish an acceptable material or product. When the Department inspects the subcontractor's or supplier's product, such inspection does not replace the Contractor's responsibility to inspect such subcontractor's or supplier's product.

SECTION 331-9 ASPHALT CONCRETE FRICTION COURSE (LCDOT REV 12/06/2017)

331-7 Description. Construct an asphalt concrete friction course. This Section specifies mixes designated as Friction Course 3(FC-3).

331-9.1 Materials.

331-9.1.1 General Requirements: Meet the plant and equipment requirements of Section 320, as modified herein. Meet the general construction requirements of Section 330, as modified herein. The Engineer will base continuing approval of material sources on field performance.

331-9.1.2 Coarse Aggregate: Meet the requirements of Section 901, and any additional requirements or modifications specified herein for the various mixtures.

331-9.1.3 Fine Aggregate: Meet the requirements of Section 902, and any additional requirements or modifications specified herein for the various mixtures.

331-9.2 General Composition of Mixes.

331-9.2.1 General: Use a bituminous mixture composed of aggregate (coarse, fine, or a mixture thereof). Size, uniformly grade and combine the aggregate fractions in such proportions that the resulting mix meets the requirements of this Section. The use of RAP material will not be permitted.

331-9.3 Specific Component Requirements for FC-3 Mix:

331-9.3.1 Aggregates: In addition to the requirements of Section 901, meet the following coarse aggregate requirements. Use either crushed gravel, crushed granite, crushed slag, or crushed limestone from the Oolitic formation. Aggregates other than those listed above may be used if approved by the Engineer.

In addition to the requirements of Section 902, meet the following fine aggregate requirements. Use crushed screenings or a combination of crushed screenings and local materials. Use crushed screenings composed of hard, durable particles resulting from crushing or processing the coarse aggregate as specified above. Screenings from other approved sources may be used provided that the total of these screenings along with silica sand or local materials does not exceed 40%. Ensure that not more than 20% by weight of the total aggregate used is silica sand or local materials defined in Section 902.

331-9.3.2 FC-3: Provide a mix design conforming to the requirements of 331-4.3. Submit data showing that the mix design meets the requirements of Table 331-2. Then, for production, substitute the asphalt binder at the optimum conventional binder content and show it as the optimum binder content on the verified mix design.

331-9.4 Contractor's Quality Control. Provide the necessary quality control of the friction course mix and construction in accordance with the applicable provisions of Section 330 and 331-4.4 for FC-3. After the mix design has been approved, furnish the material to meet the approved mix design in accordance with the provisions of 331-4.4.2 and Table 331- 3 for FC-

3. Calibrate the plant in accordance with 331-4.4.3 and Table 331-3. The Engineer will monitor the spread rate periodically to ensure uniform thickness. Provide quality control procedures for daily monitoring and control of spread rate variability. If the spread rate varies by more than 5% of the spread rate, immediately make all corrections necessary to bring the spread rate into the acceptable range.

331-9.5 Acceptance of Mix.

331-9.5.1 Acceptance at the Plant: The bituminous mix will be accepted at the plant with respect to gradation and asphalt content in accordance with the applicable requirements of 331-5 for FC-3, with the exception that the asphalt content of the mixture will be determined in accordance with FM 5-563, and the gradation will be determined in accordance with FM 1-T 030.

331-9.5.2 Acceptance on the Roadway: The FC-3 mix will be accepted on the roadway with respect to density in accordance with the applicable provisions of 331. The FC-3 mixture will be accepted on the roadway with respect to surface tolerance in accordance with the applicable provisions of 330-4.

331-9.6 Temperature Requirements for FC-3:

331-9.6.1 Air Temperature at Laydown: Spread the mixture only when the air temperature, taken in the shade away from artificial heat, is at or above 45°F.

331-9.6.2 Temperature of the Mixture: Heat and combine the asphalt binder and aggregate in a manner which will produce a mixture having a temperature, when discharged from the plant, of 310°F, or as directed by the Engineer. Meet the temperature tolerance requirements specified in Table 330-2.

331-9.7 Spread Rate for FC-3: The Engineer will set the spread rate within the range of 100-110 lb/yd².

331-9.8 Method of Measurement.

The quantity to be paid for will be the weight, in tons [metric tons], as determined in accordance with 320-2 (including provisions for the automatic recordation system). The pay quantity will be based on the average spread rate for the project, limited to a maximum of 105% of the spread rate set by the Engineer.

331-9.9 Basis of Payment.

Price and payment will be full compensation for all the work specified under this Section, including the cost of the (asphalt cement, anti-stripping agent, blending, and handling), as well as fiber stabilizing additive and hydrated lime (if required). Payment will be made under: Item No. 337-7 -Asphaltic Concrete Friction Course per-ton.

SECTION 570 - PERFORMANCE TURF

Section 570: Delete Section 570 in its entirety and substitute the following:

SECTION 570 - SODDING OF DISTURBED AREAS

570-1 Description.

Establish a growing, healthy turf over the disturbed areas designated by the Engineer using sod. Maintain all sodded areas until final acceptance of all contract work in accordance with Section 5-11.

570-2 Materials.

Meet the following requirements:

Turf Materials Section 981

Fertilizer Section 982

Water. Section 983

570-3 Construction Methods.

570-3.1 General: Incorporate sod installation into the project at the earliest practical time.

Shape the areas to be sodded to the typical sections generally existing prior to overlay work. Sod variety matching the adjoining areas shall be used unless otherwise directed by the Engineer. Use the methods and materials necessary to establish and maintain the initial sodding until acceptance of the Contract work in accordance with 5-11. All permanent sodding shall be in place prior to final acceptance. The Department will only pay for replanting as necessary due to factors determined by the Engineer to be beyond the control of the Contractor.

570-3.2 Sod. Place the sod on the prepared surface, with edges in close contact. Do not use sod which has been cut for more than 48 hours. Place the sod to the edge of all landscape areas as shown in the Plans and as shown in the Design Standards. Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge. Remove and replace any sod as directed by the Engineer.

570-8 Method of Measurement.

The quantities to be paid for will be the authorized quantity in square yards of areas sodded for each sod variety. Any areas sodded without the express authorization of the Engineer will not be considered for payment. Quantities will be measured in place after sodding is completed and accepted.

570-9 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

Payment will be made under:

Item No. 570- 9- 1 Sodding, Bahia- per square yard

Item No. 570- 9- 2 Sodding, Floratam - per square yard

SECTION 710 - PAINTED PAVEMENT MARKINGS

Section 710: Throughout the entire Section replace "gross mile" with "linear foot" or "linear feet", as applicable. All painted pavement markings will be measured on a linear foot basis.

Subarticle 710-11.1: Add the following to the end of the paragraph: "Raised Pavement Markers will be paid for separately under Item No. 706- 03 Retroreflective Pavement Markers – per each. Pavement markings of a temporary nature used for maintenance of traffic purposes are not subject to payment under this provision, but shall be included in the cost of item No. 102- 1 Maintenance of Traffic - lump sum."

SECTION 711 - THERMOPLASTIC PAVEMENT MARKINGS

Section 711: Throughout the Section replace "gross mile" with "linear foot" or "linear feet", as applicable. All thermoplastic pavement markings will be measured on a linear foot basis.

DIVISION III-MATERIALS

RESERVED

AGREEMENT between CITY OF KISSIMMEE

And

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “City” and _____, whose business address is _____, hereinafter “Contractor” and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit “A”, Exhibit “B”, any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit “A”. Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

8. **WORK ORDERS.** The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.
9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.
- Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.
10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost

thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.
12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR

By: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for _____, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

CITY OF KISSIMMEE

By: _____

Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT “A”

DRAFT

EXHIBIT “B”

DRAFT

Attachment C

CITY OF KISSIMMEE ALTERNATIVE PAVING METHODS SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$200.00
6	Inlet Protection System	26-50	EA	\$50.00
7	Inlet Protection System	51-100+	EA	\$50.00
8	Floating Turbidity Barrier	1-200	LF	\$200.00
9	Floating Turbidity Barrier	201-500	LF	\$150.00
10	Floating Turbidity Barrier	501-1000+	LF	\$50.00
11	Staked Silt Fence	1-200	LF	\$20.00
12	Staked Silt Fence	201-500	LF	\$20.00
13	Staked Silt Fence	501+	LF	\$5.00
14	Clearing and Grubbing	1	AC	\$3,000.00
15	Curb and Gutter Removal	1-200	LF	\$40.00
16	Curb and Gutter Removal	201-500	LF	\$35.00
17	Curb and Gutter Removal	501+	LF	\$30.00
18	Miscellaneous Concrete Removal	1-200	SY	\$40.00
19	Existing Pipe Removal	1-200	LF	\$35.00
20	Existing Pipe Removal	201-500	LF	\$30.00
21	Existing Pipe Removal	501+	LF	\$30.00
22	Removal of Existing Pavement	1-200	SY	\$25.00
23	Removal of Existing Pavement	201-500	SY	\$23.00
24	Removal of Existing Pavement	501+	SY	\$20.00
25	Roadway Excavation	1-200	CY	\$50.00
26	Roadway Excavation	201-500	CY	\$30.00
27	Roadway Excavation	501+	CY	\$30.00
28	Swale Grading	1-200	LF	\$30.00
29	Swale Grading	201-500	LF	\$25.00
30	Swale Grading	501+	LF	\$20.00
31	Embankment (Truckload)	1-200	CY	\$50.00
32	Embankment (Truckload)	201-500	CY	\$45.00
33	Embankment (Truckload)	501+	CY	\$40.00
34	Flowable Fill	1-9	CY	\$400.00
35	Flowable Fill	10-18	CY	\$350.00
36	Flowable Fill	19-27+	CY	\$300.00
37	Asphaltic Base Course	1-200	TN	\$400.00
38	Asphaltic Base Course	201-500	TN	\$250.00

39	Asphaltic Base Course	501+	TN	\$230.00
40	Optional Base Group 1	1-200	SY	\$50.00
41	Optional Base Group 1	201-500	SY	\$28.00
42	Optional Base Group 1	501-1000+	SY	\$25.00
43	Optional Base Group 4	1-200	SY	\$30.00
44	Optional Base Group 4	201-500	SY	\$28.00
45	Optional Base Group 4	501-1000+	SY	\$25.00
46	Optional Base Group 6	1-200	SY	\$30.00
47	Optional Base Group 6	201-500	SY	\$28.00
48	Optional Base Group 6	501-1000+	SY	\$25.00
49	Optional Base Group 9	1-200	SY	\$50.00
50	Optional Base Group 9	201-500	SY	\$45.00
51	Optional Base Group 9	501-1000+	SY	\$40.00
52	Optional Base Group 11	1-200	SY	\$50.00
53	Optional Base Group 11	201-500	SY	\$45.00
54	Optional Base Group 11	501-1000+	SY	\$40.00
55	Milling (1")	1-200	SY	\$20.00
56	Milling (1")	201-500	SY	\$18.00
57	Milling (1")	501-1000+	SY	\$15.00
58	Milling (1.5")	1-200	SY	\$25.00
59	Milling (1.5")	201-500	SY	\$23.00
60	Milling (1.5")	501-1000+	SY	\$20.00
61	Milling (2")	1-200	SY	\$25.00
62	Milling (2")	201-500	SY	\$23.00
63	Milling (2")	501-1000+	SY	\$20.00
64	Milling (3")	1-200	SY	\$25.00
65	Milling (3")	201-500	SY	\$23.00
66	Milling (3")	501-1000+	SY	\$20.00
67	Milling (4")	1-200	SY	\$25.00
68	Milling (4")	201-500	SY	\$23.00
69	Milling (4")	501-1000+	SY	\$20.00
70	Milling (5")	1-200	SY	\$25.00
71	Milling (5")	201-500	SY	\$23.00
72	Milling (5")	501-1000+	SY	\$20.00
73	Milling (6")	1-200	SY	\$25.00
74	Milling (6")	201-500	SY	\$23.00
75	Milling (6")	501-1000+	SY	\$20.00
76	Type III Asphaltic Concrete	1-200	TN	\$450.00
77	Type III Asphaltic Concrete	201-500	TN	\$425.00
78	Type III Asphaltic Concrete	501+	TN	\$400.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$400.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$350.00
81	Asphaltic Concrete Type "S-1"	501+	TN	\$300.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$400.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$350.00
84	Asphaltic Concrete Type "S-3"	501+	TN	\$300.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$400.00

86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$300.00
87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$200.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$400.00
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$200.00
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$150.00
91	18" RCP CD - CI	1-200	LF	\$200.00
92	18" RCP CD - CI	201-500	LF	\$160.00
93	18" RCP CD - CI	501+	LF	\$140.00
94	Type "A" Curb	1-25	LF	\$60.00
95	Type "A" Curb	26-50	LF	\$55.00
96	Type "A" Curb	51-100+	LF	\$50.00
97	Type "B" Curb	1-20	LF	\$60.00
98	Type "B" Curb	26-50	LF	\$55.00
99	Type "B" Curb	51-100+	LF	\$50.00
100	Type "D" Curb	1-25	LF	\$60.00
101	Type "D" Curb	26-50	LF	\$55.00
102	Type "D" Curb	51-100+	LF	\$50.00
103	Type "E" Curb	1-25	LF	\$60.00
104	Type "E" Curb	26-50	LF	\$55.00
105	Type "E" Curb	51-100+	LF	\$50.00
106	Type "F" Curb	1-25	LF	\$60.00
107	Type "F" Curb	26-50	LF	\$55.00
108	Type "F" Curb	51-100+	LF	\$50.00
109	Valley Gutter	1-25	LF	\$70.00
110	Valley Gutter	26-50	LF	\$65.00
111	Valley Gutter	51-100+	LF	\$60.00
112	Traffic Separator - (4')	1-25	LF	\$120.00
113	Traffic Separator - (4')	26-50	LF	\$110.00
114	Traffic Separator - (4')	51-100+	LF	\$100.00
115	Traffic Separator - (6')	1-25	LF	\$130.00
116	Traffic Separator - (6')	26-50	LF	\$120.00
117	Traffic Separator - (6')	51-100+	LF	\$110.00
118	Traffic Separator - (width varies)	1-25	SY	\$130.00
119	Traffic Separator - (width varies)	26-50	SY	\$120.00
120	Traffic Separator - (width varies)	51-100+	SY	\$110.00
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$100.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$95.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$90.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$120.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$110.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$100.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$120.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$110.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$100.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$60.00
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$60.00
132	Detectable Warning Surfaces (Inset)	101+	SF	\$50.00

133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$60.00
134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$60.00
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$50.00
136	Sodding (Bahia)	1-200	SY	\$40.00
137	Sodding (Bahia)	201-500	SY	\$30.00
138	Sodding (Bahia)	501+	SY	\$15.00
139	Sodding (Floritam)	1-200	SY	\$40.00
140	Sodding (Floritam)	201-500	SY	\$30.00
141	Sodding (Floritam)	501+	SY	\$15.00
142	Loop Assembly, F&I - Type B	1	AS	\$2,000.00
Pavement Markings				
143	Install Sign (single post)	1-5	EA	\$300.00
144	Install Sign (single post)	6-15	EA	\$250.00
145	Install Sign (single post)	16-30+	EA	\$200.00
146	Install Sign (multi-post)	1-5	EA	\$450.00
147	Install Sign (multi-post)	6-15	EA	\$400.00
148	Install Sign (multi- post)	16-30+	EA	\$350.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$20.00
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$17.00
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$15.00
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$15.00
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$14.00
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$13.00
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$15.00
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$14.00
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$13.00
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$16.00
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$15.00
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$14.00
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$18.00
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$17.00
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$16.00
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$20.00
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$19.00
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$18.00
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$15.00
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$14.00
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$13.00
170	6" Dotted Guide Lines (paint)	1-50	LF	\$15.00
171	6" Dotted Guide Lines (paint)	51-100	LF	\$14.00
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$13.00
173	Directional Arrows (Paint)	1-10	EA	\$200.00
174	Directional Arrows (Paint)	11-50	EA	\$180.00
175	Directional Arrows (Paint)	51+	EA	\$160.00
176	Pavement Messages (Paint)	1-10	EA	\$200.00
177	Pavement Messages (Paint)	11-50	EA	\$180.00
178	Pavement Messages (Paint)	51+	EA	\$160.00

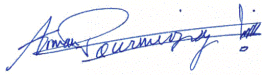
179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$16.00
180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$15.00
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$14.00
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$20.00
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$19.00
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$18.00
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$20.00
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$19.00
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$18.00
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$20.00
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$19.00
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$18.00
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$22.00
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$21.00
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$20.00
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$23.00
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$22.00
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$21.00
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$20.00
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$19.00
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$18.00
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$20.00
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$19.00
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$18.00
203	Directional Arrows / Extru. Thermo.	1	EA	\$200.00
204	Preformed Symbol	1	EA	\$200.00
205	Pavement Messages / Extru. Thermo.	1	EA	\$200.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$22.00
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$21.00
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$20.00
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$15.00
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$14.00
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$13.00
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$15.00
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$14.00
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$13.00
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$22,962.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	No Bid
216	Asphalt Recycling	10,001 - 50,000	SY	No Bid
217	Asphalt Recycling	50,001+	SY	No Bid
218	Recycling Agent	1 - 10,000	GAL	No Bid
219	Recycling Agent	10,001 - 50,000	GAL	No Bid
220	Recycling Agent	50,001+	GAL	No Bid
HOT-IN-PLACE (100%) Asphalt Recycling				

221	Base Course HIPR	1 - 10,000	SY	No Bid
222	Base Course HIPR	10,001 - 50,000	SY	No Bid
223	Base Course HIPR	50,001+	SY	No Bid
224	2" Complete HIPR	1 - 10,000	SY	No Bid
225	2" Complete HIPR	10,001 - 50,000	SY	No Bid
226	2" Complete HIPR	50,001+	SY	No Bid
227	Asphalt Recycling Agent	1 - 10,000	SY	No Bid
228	Asphalt Recycling Agent	10,001 - 50,000	SY	No Bid
229	Asphalt Recycling Agent	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	No Bid
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	No Bid
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	No Bid
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	No Bid
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	No Bid
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	No Bid
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	No Bid
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	No Bid
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	No Bid
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	No Bid
S-12	Single Chip Seal -#89 Granite	50,001+	SY	No Bid
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	No Bid
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	No Bid
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	No Bid
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	No Bid

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	No Bid
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	No Bid
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	No Bid
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	No Bid
S-22	Cement for Reclamation	1	TN	No Bid
S-23	Emulsion for Reclamation	1	Gal	No Bid
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	No Bid
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	No Bid
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-27	Fog Seal	1- 10,000	SY	No Bid
S-28	Fog Seal	10,001- 50,000	SY	No Bid
S-29	Fog Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-30	Cape Seal	1- 10,000	SY	No Bid
S-31	Cape Seal	10,001- 50,000	SY	No Bid
S-32	Cape Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	No Bid
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	No Bid
S-35	In-Place Recycling-Reconstrction	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-36	Crack Filling/Sealing	1-500	GAL	No Bid
S-37	Crack Filling/Sealing	501 - 1000	GAL	No Bid
S-38	Crack Filling/Sealing	1,001+	GAL	No Bid

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-39	Asphalt Rejuvenator	1-50,000	SY	No Bid
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	No Bid
S-41	Asphalt Rejuvenator	100,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
S-42	Speed Hump W/ Curbing	1-50	FT	\$240.00
S-43	Speed Hump W/ Curbing	51-100	FT	\$240.00
S-44	Speed Hump W/ Curbing	101+	FT	\$230.00
S-45	Speed Hump No Curbing	1-50	FT	\$240.00
S-46	Speed Hump No Curbing	51-100	FT	\$240.00
S-47	Speed Hump No Curbing	101+	FT	\$230.00
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$1,420.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-48	Slurry Seal	1-10,000	SY	No Bid
S-49	Slurry Seal	10,001 - 50,000	SY	No Bid
S-50	Slurry Seal	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				No Bid

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR:  _____



**PURCHASING OFFICE
101 CHURCH STREET
KISSIMMEE, FL 34741**

NOTICE: SHORTLIST RESULTS

Date: June 13, 2022

To: All Proposers on Record

Issued By: Debbie Luke, Procurement Coordinator

Subject: IFB2022-002 Alternative Paving Methods

Notice of Shortlist is hereby given the results of the Evaluation Committee Meeting.

1. Asphalt Paving Systems – for Asphalt, Earthwork, and Concrete
2. Cutler Repaving – for Asphalt, Earthwork, and Concrete
3. APEC – for Asphalt, Earthwork, and Concrete
4. Premier Engineering – for Concrete Only
5. RJR Contractors – for Concrete Only
6. Schuller Contractor – for Concrete Only

Budgetary Numbers for Sal Street and Flewelling Ave speed tables and Cross walk

	City of ocoee
Project	Cross walk
Location	Sal St
Description	Elevated cross walk on Sal St
Date	11/3/2022
Director	Mr. Steve Krug

Item	Description	Unit of Measure	Unit Price	Width	
1	Mobilization	%	10.00%		
2	Night Work Mobilization	%	10.00%		
3	Maintenance of Traffic	%	10.00%		
4	Maintenance of Traffic Nightwork	%	10.00%		700.00
S-42	Speed Hump W/ Curbing	FT	\$240.00	30	7,200.00
TOTAL BID AMOUNT OF ITEMS S-42 to S-					7,900.00

	City of ocoee
Project	Speed table
Location	Flewelling Ave
Description	Speed tables
Date	11/3/2022
Director	Mr. Steve Krug

Item	Description	Unit of Measure	Unit Price	Width	
1	Mobilization	%	10.00%		
2	Night Work Mobilization	%	10.00%		
3	Maintenance of Traffic	%	10.00%		
4	Maintenance of Traffic Nightwork	%	10.00%		700.00
S-42	Speed Hump W/ Curbing	FT	\$240.00	150	36,000.00
TOTAL BID AMOUNT OF ITEMS S-42 to S-					36,700.00

Total Budget 44,600.00

STAFF REPORT

Meeting Date: January 17, 2023
Item #: 12

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of 2022-2023 Budget Equipment Purchases. (Public Works Director Krug)

Background Summary: The City traditionally purchases equipment through various competitively bid annual contracts. Public Works has researched pricing and has found the Florida Sheriffs Association and Sourcewell bid contract continues to provide the lowest competitively bid pricing for equipment utilizing competitively bid contracts. The approved budget includes the following equipment purchases, priced through Sourcewell (National Auto Fleet Group) and the Florida Sheriff's Association bid contracts:

2	Portable Light Towers @ \$11,315.20 + Freight = \$23,880.40 (Recreation - New)
1	Hamm HD12 Double Drum Roller @ \$45,710.80 (Streets - New)
1	Cargo Mate Medium Duty Cargo Trailer @ \$10,901 (Recreation - New)
1	Caterpillar 416 Backhoe Loader @ \$121,880 (Stormwater - Replacement)

Public Works would also like approval to surplus Stormwater's existing 2005 Case 580 backhoe, to serve as a trade-in to receive a discount on its replacement Caterpillar backhoe listed above. Public Works recommends approval for the trade-in, and to purchase the above equipment based on published pricing for the 2022/2023 term contracts from Sourcewell and the Florida Sheriff's Association.

Issue:

Should the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2022/2023 equipment purchases and the surplus of the 2005 Case 580 backhoe to use as a trade in on the new equipment?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2022/2023 equipment purchases and the surplus of the 2005 Case 580 backhoe to use as a trade in on the new equipment.

Attachments:

1. Quote for Light Towers
2. Quote for Drum Roller
3. Quote for Trailer
4. Quote for Backhoe

Financial Impacts:

The equipment is adequately funded in the Stormwater Fund's 2022/2023 capital appropriations.

Type of Item: Consent



MULTIQUIP INC.
6141 KATELLA AVE, SUITE 200
CYPRESS, CA 90630
PH: 800-421-1244 / 310-537-3700 FAX: 310-537-3927

Quotation

Sold-to (428790) City of Ocoee 1 N BLUFORD AVE Ocoee FL 34761-2202	Document Information Quotation # 20846785 QT Date 01/05/2023 P.O. # Date Estimated Ship 02/09/2023 Requested Ship 01/05/2023 Carrier No 406369 MULTIQUIP LTL C/O EC Entered by DMARSH Order Reason P22 ORDR-Sourcewell Currency USD Delivery PPS Prepay/Chrg SPL Frt (Units) Payment Terms Net 30 Within 30 days without deduction ===== Availability is subject to stock on hand at the time purchase order is received. Quote is valid for 30 days from issue date.
Ship-to (428790) City of Ocoee 1 N BLUFORD AVE Ocoee FL 34761-2202	

Item	Material	Plant	B/O	Order Qty	Gross Price EA	Net Price EA	Total Value
0010	GBX24BK GBug, Light Tower, Balloon, 2400W LED	A102	2	2.000	14,144.00	11,315.20	22,630.40
	Items total						22,630.40
	Freight (Units)						1,250.00
	Total amount						23,880.40

Jack Condrey
Governmental Territory Manager
Dobbs Equipment LLC
4333 N John Young Pkwy
Orlando, FL 32804
Phone (407) 299-1212
Cell (863) 393-8023
Jack.condrey@dobbsequipment.com
www.dobbsequipment.com



November 22, 2022

Kiel Gajadhar

City of Ocoee

Sourcewell ID #: 2362

Dobbs Equipment is pleased to quote the following equipment per Sourcewell contract #060122-WAI:

One new **Hamm HD12 VV Double Drum Roller**

List Price: **\$57,211.58**

Kubota D1703 Final Tier 4 Diesel Engine

47.2" Front and Rear Drum Width

5,942 lb. Operating Weight

Sourcewell Discount for Hamm Compaction Equipment of 20%: **-\$11,442.32**

Factory Freight: **\$1,500.00**

Pre-delivery Inspection: **\$300.00**

Local Delivery: **\$550.00**

One Time Dobbs Equipment Discount: **-\$2,408.46**

Total Delivered Price to City of Ocoee **\$45,710.80**



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

Estimate

Date	Estimate #
11/21/2022	7369

Name / Address
City Of Ocoee

Item	Description	Qty	Amount	Total
CARGO MATE C...	Quote from Florida Sheriff's Contract # FSA20-EQU18.0 Heavy Equipment Contract Specification #442 - Cargo Mate BL716TA2 - Base Trailer Delivered to the Central District	1	10,486.00	10,486.00
NS8516TA3	8.5 x 16 V-Nose, Medium Duty Cargo Trailer 10,000 lb. GVWR - Side Door - Rear Ramp Door, Spring Axles, Flat One Piece Aluminum Roof, .030 Exterior Skin, 24" Stone Guard, LED Lighting, 3/4" Plywood Floor, 16" OC Tubing Wall Posts, 6' 9" Ht	1	-30.00	-30.00T
CMD1	Bar Lock For Side Door	1	125.00	125.00T
CMCL4	Plastic Flow Thru Side Wall Vent (Pair)	1	95.00	95.00T
New Tag	New Florida Tag (Specify Type, County, City, Sheriff, etc.)	1	225.00	225.00
Dealer	Delete V-Nose		0.00	0.00T
		Subtotal	\$10,901.00	
		Sales Tax (0.0%)	\$0.00	
		Total	\$10,901.00	



QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
City of Ocoee

12/15/2022

(1) NEW CATERPILLAR 416 BACKHOE LOADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA20-EQU18.0
Item #168: Group: LOADER: Loader Backhoe with Canopy 4x4 Standard
Contract Effective Dates: October 1, 2021, Through September 30, 2023

BASE MACHINE

BASE	Caterpillar 416 Per Sheriff's Contract Specifications	\$95,275
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MACHINE SPECIFICATIONS

543-3339	416 07A BACKHOE LOADER CFG2
543-4280	STICK, STANDARD, 14FT
543-4899	PT, 4WD, STD SHIFT, MECH
542-7779	ENGINE, 70KW, C3.6 DITA, T4F
542-7755	HYDRAULICS, GP, 4FCN/6BNK
544-0353	CONTROLS, BACKHOE PATTERN
544-0873	CANOPY, BASE
491-6733	WORKLIGHTS (4) HALOGEN LAMPS
573-4522	SEAT, VINYL
206-1747	BELT, SEAT, 2" SUSPENSION
560-6797	PRODUCT LINK, CELLULAR, PLE643
533-0488	TIRES, 340 80-18/500 70-24, MX
337-9693	COUNTERWEIGHT, NONE
9R-1085	STABILIZER PADS, STREET
337-7385	BUCKET-GP, 1.30YD3, PO
9R-5321	CUTTING EDGE, TWO PIECE
219-3387	BUCKET-HD, 24", 6.2 CFT
559-0872	INSTRUCTIONS, ANSI
421-8926	SERIALIZED TECHNICAL MEDIA KIT
423-7607	PLATE GROUP - BOOM WEAR

SPECIFIED OPTIONS

543-4281	STICK, EXTENDABLE, 14FT, MECH	\$4,077
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542-7756	HYDRAULICS, 6FCN/8BNK	\$1,237
557-4932	CAB, STANDARD	\$6,180
573-4523	SEAT, FABRIC	\$446
542-7810	AIR CONDITIONER, T4	\$2,526
337-9696	COUNTERWEIGHT, 1015 LBS	\$1,520
454-6610	FAN, STANDARD CAB/CANOPY	\$199
548-1229	LINES, COMBINED, AUX, E-STICK	\$3,018
555-2395	LINES, HYD CPLR, 14FT EXT MECH	\$2,007
318-9902	PINS, SPARE	\$132
516-5913	BATTERY, HEAVY DUTY	\$196
9R-6007	STABILIZER PADS, FLIP-OVER	\$290
211-4292	BEACON, MAGNETIC MOUNT	\$200
540-2298	STANDARD RADIO (12V)	\$477
353-1389	GUARD, STABILIZER	<u>\$722</u>
TOTAL OF SPECIFIED OPTIONS		\$23,227

NON-CONTRACT OPTIONS

WAINROY MANUAL XLS SWINGER COUPLER	\$5,370
WAINROY 24" XLS DIG BUCKET	\$1,310
WAINROY 48" XLS DITCH BUCKET	\$2,345
LABOR TO INSTALL COUPLER	\$2,000
WAINROY FREIGHT	\$500
BFI BF4000 48" HANGING FORKS	\$1,570
BFI LABOR TO INSTALL FORKS	<u>\$1,500</u>
TOTAL OF NON-CONTRACT OPTIONS	\$14,595

SUB TOTAL	\$133,097
LESS ONE TIME ADDITIONAL DISCOUNT	<u>(\$1,217)</u>
TRADE ALLOWANCE 2005 CASE 580 #	
N5C393218. GOOD THROUGH APRIL 2023	<u>(\$10,000)</u>
TOTAL TRANSACTION PRICE LESS TRADE ALLOWANCE	\$121,880

LEASE OPTIONS

RING POWER CORPORATION CAN ALSO PROVIDE FINANCING AND LEASE OPTIONS THROUGH RING INVESTMENTS. THE CURRENT GOVERNMENTAL RATE IS 6.25%. LEASE PRODUCTS WILL INCLUDE

Ring Power®



Brooksville
352-796-4978

Lakeland
863-606-0512

Pompano Beach
854-977-5010

Daytona Beach
386-947-3363

Ocala
352-732-2800

Sarasota
941-753-7535

Gainesville
352-371-9983

Orlando
407-855-6195

Tallahassee
850-562-2121

St. Augustine
904-737-7730

Palm Bay
321-952-3001

Tampa
813-671-3700

Lake City
386-755-3997

Perry
850-584-2800

Tarpon Springs
727-938-1515

A NON-APPROPRIATION CLAUSE IN THE EVENT THAT THE AGENCY
IS UNABLE TO APPROPRIATE FUNDS DURING THE LEASE.

Best regards,

Scott Starkweather
Sales Representative
Ring Power Corporation

STAFF REPORT

Meeting Date: January 17, 2023
Item #: 13

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of Stormwater Improvement Projects for 2022-2023 with American In-Line Inspection, Inc. (Public Works Director Krug)

Background Summary:

The approved Stormwater Division Budget includes two improvement projects for repairs and upgrades to existing infrastructure. These projects involve lining existing failed pipelines. Public Works has determined an epoxy-based lining system will provide the most economical repair to these pipes draining to environmentally sensitive areas. Few vendors provide this type of lining, and the only local vendor, American In-Line Inspection, Inc., responded to requests for pricing. Other lining systems utilize toxic curing byproducts that would not be conducive for the project locations.

The projects included in the Stormwater budget are as follows:

1	Flewelling Ave. and Ocoee Hills Rd. and Lakeview Dr., \$93,525
2	Ocoee Hills Rd. and Oakwood Ln. and Apricot Dr., \$88,650

Public Works is requesting Commission approval to utilize American In-Line Inspection, Inc. to complete the projects as incorporated in the Stormwater Operating Budget. Public Works has been in contact with other municipalities to verify the pricing is in line with the scope of work.

Issue:

Should the Honorable Mayor and City Commissioners approve a contract with American In-Line Inspection, Inc., to complete the pipe lining projects included in the Stormwater Operating Budget?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve to issue a purchase order to American In-Line Inspection, Inc., for the pipe lining of; 1) Flewelling Ave. and Ocoee Hills Rd. and Lakeview Dr. for \$93,525 and 2) Ocoee Hills Rd. and Oakwood Ln. and Apricot Dr. for \$88,650, and authorize the City Manager and staff to approve and execute change orders to the work in accordance with the limits established in the Purchasing Code.

Attachments:

1. Quotations from American In-Line Inspection, Inc.

Financial Impacts:

The work is adequately funded in the Stormwater Division Operating Budget.

Type of Item: Consent

REVISED QUOTATION

AMERICAN IN-LINE INSPECTION, Inc.

415 Timaquan Trail
Edgewater, FL 32132

Phone (386) 409-5446
Fax (386) 957-4919

Proposal Submitted To:	The City of Ocoee	Phone:	(407) 905-3170	Date:	01/05/2023
Street:	301 Maguire Road	Job Name:	Flewelling Ave. CIPP MH to MH Install		
City, State, Zip Code:	Ocoee, FL 32778	Job Location:	Flewelling Ave & Ocoee Hills Rd. & Lakeview Dr.		
ATTN:	Mr. Russell Oliver, Cell # 407-427-3760	Fax:	Roliver@ci.ocoe.fl.us		

We propose to perform the following:

City of Ocoee's Municipality to Remove/Open Existing Upstream Structure Top, Prior to AIL Pre-Cleaning & Pre-CCTV/Video Inspection One (1) Separate Run approx. 275 +/- of Existing 30" Heavily Deteriorated/Failing CMP Storm Pipe with 10 Foot Manhole Depths, before Installing C.I.P.P. Manhole to Manhole Liner System, using the NLC-115-18 100% Epoxy Lamination System. Our price includes all labor, material, equipment, and workmanship to complete the project, along with a clear typed report and video before & after the repairs. (DVD or Thumb-drive) Additional copies are \$25.00 each.

Day Rate of 8-hrs for Vac Truck & Crew to Pre & Post Clean & Assist with Liner Installation @ \$200.00 per hour.....	\$	1,600.00
(Additional hours @ \$200.00 per hour if needed)		
Day Rate of 8-hrs for CCTV/Video & Crew to Pre & Post Video Existing Storm Drainage Pipe @ \$150.00 per hour.....	\$	1,200.00
(Additional hours @ \$150.00 per hour if needed)		
Install approx. 275 +/- LF of 30" 6 mm CIPP M/H to M/H Epoxy Liner System @ \$325.00 per LF.....	\$	89,375.00
Plus 25 LF of 30" Dry Bag Included.....	\$	N/C
Confined Space Reinstate Two (2) Inverts, One Located In Each Drainage Structure @ \$175.00 each.....	\$	350.00
Mobilization, Set up & Demobilization @ \$1,000.00 per site.....(Estimated 1-Visit).....	\$	1,000.00

Total Price \$ 93,525.00

To be provided by others/the hiring municipality: Stabilized Access to the Site to Perform Duties Requested, MOT/Traffic Control, Water Meter or Clean Water Source and Suitable Dump Site for Debris or Transportation & Environmental Disposal Charges will apply.

We appreciate this opportunity to serve The City of Ocoee

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Please contact our main office for any scheduling needs

Payment terms are **Net 20 days**

REPRESENTATIVE: **Walt Kush**

Position: **Service Rep.**

Authorized Signature: _____

Date: **01/05/2023**

Acceptance of Proposal...The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We understand that attorney fees and collection costs will be recovered if contract is not paid in full.

Authorized Signature: _____

Date: _____

REVISED QUOTATION

AMERICAN IN-LINE INSPECTION, Inc.

415 Timaquan Trail
Edgewater, FL 32132

Phone (386) 409-5446
Fax (386) 957-4919

Proposal Submitted To:	The City of Ocoee	Phone:	(407) 905-3170	Date:	01/05/2023
Street:	301 Maguire Road	Job Name:	Ocoee Hills Rd. CIPP 30"MH to MH Install		
City, State, Zip Code:	Ocoee, FL 32778	Job Location:	Ocoee Hills Rd. Oakwood Ln. & Apricot Dr.		
ATTN:	Mr. Russell Oliver, Cell # 407-427-3760	Fax:	Roliver@ci.ocoe.fl.us		

We propose to perform the following:

AIL to Pre-Clean & Pre-CCTV/Video Inspection One (1) Separate Run approx. 260 +/- of Existing 30" CMP Storm Pipe with 8 Foot Manhole Depths, before Installing C.I.P.P. manhole to manhole liner system, using the NLC-115-18 100% Epoxy Lamination System. Our price includes all labor, material, equipment, and workmanship to complete the project, along with a clear typed report and video before & after the repairs. (DVD/Thumb-drive) Additional copies are \$25.00 each.

Day Rate of 8-hrs for Vac Truck & Crew to Pre & Post Clean & Assist with Liner Installation @ \$200.00 per hour.....	\$ 1,600.00
(Additional hours @ \$200.00 per hour if needed)	
Day Rate of 8-hrs for CCTV/Video & Crew to Pre & Post Video Existing Storm Drainage Pipe @ \$150.00 per hour.....	\$ 1,200.00
(Additional hours @ \$150.00 per hour if needed)	
Install approx. 260 +/- LF of 30" 6mm CIPP M/H to M/H Liner @ \$325.00 per LF.....(Manhole to Open Structure).....	\$ 84,500.00
Plus 20 LF of 30" Dry Bag Included.....	N/C
Confined Space Reinstate Two (2) Inverts, One Located In Each Drainage Structure @ \$175.00 each.....	\$ 350.00
Mobilization, Set up & Demobilization @ \$1,000.00 per site.....(Estimated 1-Visit).....	\$ 1,000.00
Total Price	\$ 88,650.00

To be provided by others/the hiring municipality: Stabilized Access to the Site to Perform Duties Requested, MOT/Traffic Control, Water Meter or Clean Water Source and Suitable Dump Site for Debris or Transportation & Environmental Disposal Charges will apply.

We appreciate this opportunity to serve The City of Ocoee

Note: This proposal may be withdrawn by us if not accepted within **30** days.
Please contact our main office for any scheduling needs
Payment terms are **Net 20 days**

REPRESENTATIVE: **Walt Kush**

Position: **Service Rep.**

Authorized Signature: _____

Date: **01/05/2023**

Acceptance of Proposal...The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We understand that attorney fees and collection costs will be recovered if contract is not paid in full.

Authorized Signature: _____

Date: _____



Meeting Date: January 17, 2023
Item #: 14

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval for Demolition of Structure at 33 Lakeview St. (Public Works Director Krug)

Background Summary:

In 2019, the parcel of land at 33 Lakeview St. became available for sale to the City. Being directly adjacent to existing City-owned property, the City Commission approved the purchase to assist in fostering development in Downtown for future expansion. The parcel consists of one (1) vacant residential structure. Because the structure is uninhabitable, Public Works recommends approval to demolish the structure.

The Public Works Department would like to piggyback off of the Seminole County's Term Contract for Demolition Services, Contract ID IFB-603795-20/CAR, utilizing Advanced Demolition as the contractor at a proposed cost of \$9,335. Public Works recommends approval of this award.

Issue:

Should the Honorable Mayor and City Commissioners approve demolition of the structure located at 33 Lakeview Street, and approve to piggyback Seminole County's Term Contract for Demolition Services?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve to demolish the structure located at 33 Lakeview St., and authorize a purchase order be issued for the contracted demolition with Advanced Demolition utilizing the existing competitively bid Seminole Term Contract IFB-603795-20/CAR in the amount of \$9,335, and authorize the City Manager and Staff to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Seminole County Term Contract for Demolition Services
2. Advanced Demolition Proposal

Financial Impacts:

The demolition is adequately funded through the Lakeview Property Demo capital project.

Type of Item: Consent

**TERM CONTRACT FOR SEMINOLE COUNTY DEMOLITION SERVICES
(IFB-604216-21/TKH) (PRIMARY)**

THIS AGREEMENT is dated as of the 28 day of February 2022, by and between **ADVANCED DEMOLITION, LLC**, duly authorized to conduct business in the State of Florida, whose address is 500 E. Semoran Boulevard, Suite 2036, Casselberry, Florida 32707, in this Agreement "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide demolition services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the services authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR must be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Purchase Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



- (3) A copy of the invoice must be sent to:

Seminole County Community Services Department
534 W. Lake Mary Boulevard
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race,

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) **General.** CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

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(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in

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Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, coverage meeting the requirements of this Agreement must be maintained for three (3) years following the termination of the obligations under this Agreement.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

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(IFB-604216-21/TKH)
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(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

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copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/03/2022 12:09:04 -05:00
eCertified Id: 66B5-49C0-A63C
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of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Community Services Department
534 W. Lake Mary Boulevard
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

Term Contract for Seminole County Demolition Services
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For CONTRACTOR:

Advanced Demolition, LLC
 500 E. Semoran Boulevard, Suite 2036
 Casselberry, FL 32707

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

Term Contract for Seminole County Demolition Services
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(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

Section 33. Additional Requirements. CONTRACTOR shall comply with the Supplemental Conditions attached to this Agreement as Exhibit E.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Austin Meier
 Witness
Austin Meier
 Print Name

Kurt Meier
 Witness
Kurt Meier
 Print Name

ADVANCED DEMOLITION, LLC

By: *Thomas E. Lewellen*
 THOMAS E. LEWELLEN, Manager

Date: 02/25/2022

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 (IFB-604216-21/TKH)
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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



SEMINOLE COUNTY, FLORIDA

Tamara Hodgkins
 Witness
TAMARA HODGKINS

Print Name

Erin Nichols

Witness

ERIN NICHOLS

Print Name

For the use and reliance of
 Seminole County only.

Approved as to form and
 legal sufficiency.

David A. Shilds

County Attorney

MMH/lpk/DGS

10/11/21 12/6/21

T:\Users\Legal Secretary CSB\Purchasing 2021\IFB-604216 (Advanced).docx



Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Affidavit of E-Verify Requirements Compliance
- Exhibit E - Supplemental Conditions

By: Tammy Roberts
 TAMMY ROBERTS,
 Procurement Administrator

Date: 2/28/2022

As authorized for execution by the Board of
 County Commissioners at its January 11
 2022, regular meeting.

Term Contract for Seminole County Demolition Services
 (IFB-604216-21/TKH)

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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
 Clerk of the Circuit Court and Comptroller
 Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 03/03/2022 12:09:04 -05:00

eCertified Id: 66B5-49C0-A63C

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Term Contract for Seminole County Demolition Services
Part 1
Scope of Services

The Contractor will be responsible for all labor, materials, tools, supplies, equipment, coordination, supervision, and incidentals necessary to perform demolition services on an as needed basis.

1. The County shall be sole determining body regarding the primary structural composition of any and all structures to be demolished
2. All properties requiring demolition services shall be visually inspected by the Contractor, prior to commencement of the work, to determine the full scope of work involved and its relation to any other work in the area, prior to the commencement of any work, including possible interference from other site activities. A square foot measurement shall be made to determine the cost of demolition as per the contractual fee structure and this measurement shall be submitted to the requesting Department within seventy-two (72) hours of request for concurrence and issuance of an accurate Release Order.
3. All actions required by law, including, but not limited to, a 10-day notification to FDEP, shall be accomplished prior to permitting and all permits required by law shall be acquired, at the expense of the Contractor, prior to demolition.
4. In the case of **NON-COUNTY OWNED PROPERTIES**, the Contractor shall employ the services of a State of Florida Licensed Asbestos Consultant to determine if asbestos or lead is present. If applicable, the cost of asbestos/lead inspections shall include any and all costs associated with the inspection and shall be listed as separate line item on the proposal to the County. A copy of the findings shall be submitted to the requesting department. Should any asbestos or lead be found which require abatement, the requesting department shall be notified, and the user department shall notify Seminole County Risk Management of the situation for resolution. The Contractor shall secure from the County all documentation relating to the asbestos or lead inspection and abatement which the County has performed and Seminole County Risk Management has approved prior to commencement of any work.
5. In the case of **COUNTY OWNED PROPERTIES**, the Contractor shall employ the services of a State of Florida Licensed Asbestos Consultant to determine if asbestos or lead is present. The cost of asbestos/lead inspections shall include any and all costs associated with the inspection and shall be listed as separate line item on the proposal to the County. A copy of the findings shall be submitted to the requesting department. Should any asbestos or lead be found which require abatement, the requesting department shall be notified, and the department shall notify Seminole County Risk Management of the situation for resolution. The Contractor shall secure from the County all documentation relating to the asbestos or lead inspection and abatement which the County has performed and Seminole County Risk Management has approved prior to commencement of any work.

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/03/2022 12:09:04 -05:00
eCertified Id: 66B5-49C0-A63C
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6. The Contractor shall be responsible for the removal of any and all debris from the job site during and after the performance of the work. Debris removal is defined as the removal, from a demolition site of debris other than debris resulting directly from the demolition. Such debris may consist, but not limited to, piles of trash, boards, shingles, fallen trees, woodpiles, etc. The charge for removing such debris shall include all expenses associated with its removal. If applicable, tipping fees associated with the disposal of debris shall be included as a separate line item under the proposal to the County and must be invoiced as a separate line item for payment. This cost **shall not** be included in the bid price for the debris removal.
7. All materials deemed non-hazardous shall be transported and disposed of by the Contractor at County designated disposal facilities operated by the County or operating under a valid County Certificate of Public Convenience and Necessity. If applicable, tipping fees associated with the disposal of non-hazardous materials shall be included as a separate line item for payment. As part of the documentation, the Contractor shall submit to the county, copy of the tipping fee receipt. This cost shall not be included in the bid price for the demolition work.
8. The Contractor shall assure that all utilities have been disconnected (a requirement of permitting) and all utility lines are removed from the property, if applicable prior to commencement of any work.
9. The Contractor shall secure the demolition area by staking the perimeter of the demolition area and affixing a brightly colored warning tape material to and between the stakes.
10. The Contractor shall provide flagmen's traffic control and safety at any time the demolition requires the blocking of any road or highway for any length of time. This shall include the loading and unloading of heavy equipment.
11. Salvaging of any property shall be the privilege of the Contractor, however no person or persons other than the Contractor shall salvage any property while demolition is in process.
12. The Contractor shall assume any and all liability for persons and property on the demolition site during demolition process.
13. Any known water well located on the property shall be handled by all applicable codes and regulations.
14. If directed by the requesting department, the Contractor shall fill the property with clean fill dirt in order to maintain a leveled and graded appearance. The cost for fill dirt shall include all costs associated with providing the fill dirt and shall be listed as a separate line item on the proposal to the County.

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



15. All fill dirt remaining after demolition shall be left on site for final disposition by the County unless otherwise directed by the authorized County representative.
16. The Contractor shall locate, drain, and crush in place any septic tank(s) on site. The septic tank(s) debris shall be completely buried or removed. If requested by the County, septic tank(s) removal shall be done and include pumping of drain field. This shall be accomplished in accordance with all applicable state and local regulations, codes, and ordinances.
17. The Contractor shall ensure that no rubble is buried on site other than the septic tank(s) as specified on the order.
18. All structures shall be demolished using the "Wet Method" without exception. It is the Contractor's responsibility to obtain and/or furnish the necessary water to accomplish this requirement.
19. All trees on site shall be protected to the maximum extent possible.
20. All parking lot area(s) located at the demolition site shall be left intact and undisturbed, unless otherwise directed by an authorized County representative.
21. If required, the Contractor shall sod all disturbed areas of the site to prevent erosion of disturbed areas. Sod type shall be Bahia or match existing sod type. Seed, seed and mulch, or hydro seeding the site is permissible.
22. The boarding up of structures shall consist of the boarding of doors, windows, and any other entrance/egress point(s) including, but not limited to, garage door openings, sliding glass doors, etc.
23. The boarding up of structures shall be accomplished by affixing the plywood boards, (cut to optimum size) to all areas as specified above, and shall be screwed into door/window frames in such a manner as to prevent/hinder entrance to the structure. Each plywood board (sheet) shall be at least (3) ply, four (4') foot by eight (8') foot and one half (1/2) inch thick. The boarding up of structures shall take place in accordance with all state, County, and local laws, regulations, and ordinances.



24. It is understood that actions may be taken by a person or persons to access the structure after it is boarded up. The boarding up of structures shall be accomplished so as to make this possibility as difficult as possible. Should a boarded up area be breached, the Contractor, upon notification by the County, shall return to the structure and affix new boards to the area or areas affected at the appropriate charge for the new boards, if deemed necessary, in order to assure that the structure is not occupied prior to the re-boarding process.

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 03/03/2022 12:09:04 -05:00

eCertified Id: 66B5-49C0-A63C

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

**S
H
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P**



ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**V
E
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R**

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT 00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/03/2022 12:09:04 -05:00
eCertified Id: 66B5-49C0-A63C
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1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021



**Part 4
Price Submittal**

IFB-604216-21/TKH - TERM CONTRACT FOR SEMINOLE COUNTY DEMOLITION SERVICES

Name of Bidder: Advanced Demolition
Mailing Address: 500 E. Semoran Blvd., Suite 2036
Street Address: Same
City/State/Zip: Casselberry, Florida 32707
Phone Number: (407) 679-1771 FAX Number: (407) 679-3006
E-Mail Address: demo@advanced-demo.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



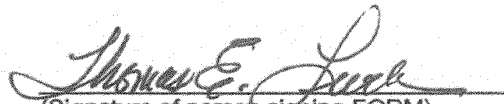
Part 4
Price Submittal Continued

PROJECT: Term Contract for Seminole County Demolition Services
COUNTY CONTRACT NO. IFB-604216-21/TKH

ENTER ALL PRICING ON THE EXCEL SPREADSHEET POSTED SEPARATELY
PLEASE INCLUDE THIS COMPLETED SPREADSHEET WITH YOUR BID SUBMITTAL.

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this 2
day of November, 2021.

Advanced Demolition
(Name of BIDDER)


(Signature of person signing FORM)

Tom Lewellen
(Printed name of person signing FORM)

MGR
(Title of person signing FORM)

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Part 4 Price Submittal					
Item	Description	Estimated Annual Usage	Unit of Measure	Unit Price	Total Estimated Cost
1	Demolish/Dispose of Predominately Concrete Block Structures	30,000	Sq. Ft.	\$1.75	\$52,500.00
2	Demolish/Dispose of Predominatntly Wood Frame Structures as specified	15,000	Sq. Ft.	\$1.95	\$29,250.00
3	Demolish /Dispose of Predominantly metal/Steel Structures	5,000	Sq. Ft.	\$1.25	\$6,250.00
4	Asbestos Lead Inspections	10	Each	\$1,500.00	\$15,000.00
5	Clean Fill Dirt	10	Cubic Yard	\$12.00	\$120.00
6	Debris Removal as specified	10	Cubic Yard	\$50.00	\$500.00
7	Boarding up of Structures as specified-Plywood with Labor	100	Each	\$80.00	\$8,000.00
8	Septic Removal/Drain Field Pumping	10	Each	\$950.00	\$9,500.00
9	Well Pump Disconnect by Electrician	10	Each	\$500.00	\$5,000.00
10	Bahia Sod	2,000	Sq. Ft.	\$0.34	\$680.00
Grand Total---Estimated Cost for Annual Demolition Services					\$126,800.00

Tipping Fees shall not be included in the price schedule above. This cost will be reimbursed to the Contractor based on the actual cost.

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/03/2022 12:09:04 -05:00
eCertified Id: 66B5-49C0-A63C
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Exhibit "D"

Agreement Name: Term Contract for Seminole County Demolition ServicesAgreement Number: IFB-604216-21/TKH**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604216-21/TKH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this

25TH day of FEBRUARY, 2022

ADVANCED DEMOLITION, LLC
Consultant Name

By: [Signature]

Print/Type Name: THOMAS E. LEWELLEN

Title: USE/G.M.

STATE OF FLORIDA

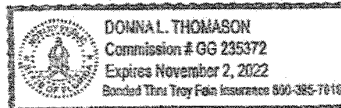
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 25TH day of FEBRUARY, 2022 by _____ (Full Name of Affiant).

Print/Type Name: [Signature]

Notary Public in and for the County
and State Aforementioned
My commission expires: _____

E-Verify Affidavit
Revised 5/19/2021



IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



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10. Miscellaneous

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



GENERAL CONDITIONS

SECTION 1 - DEFINITIONS/INTERPRETATIONS

Definitions.

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

Acceptance; Final Acceptance - The formal action by COUNTY accepting the Work as being complete after certification by County's Representative of Final Completion.

Agreement - The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

Building Elements - An architectural, structural, electrical, mechanical or plumbing component of a building, facility, space, or site.

Change Order - A written instrument issued on or after the Effective Date of the Agreement, of which when duly executed by COUNTY and CONTRACTOR amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents, or changes in Contract Price or Contract Time, or any combination thereof.

Contract Claim - Any dispute arising out of or related to the Contract Documents between the COUNTY and CONTRACTOR including, but not limited to, any demand or assertion by one of the parties seeking any equitable adjustment of the Contract Price, Contract Time or other relief with respect to the Contract Documents.

Contract Documents - The Agreement and those documents referenced in the Agreement.

Contract Price - The total compensation, subject to authorized adjustments, payable by COUNTY to CONTRACTOR for satisfactory completion of all Work under the Contract Documents as stated in the Agreement.

Contract Time - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof, who is currently and actively licensed by the State of Florida and who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

COUNTY - Seminole County, a political subdivision of the State of Florida; the Owner.

Date of Commencement of the Contract Time - The Begin Date given by the Purchase Order when the Contract Time commences to run.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

Defect or Defective - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the contract plans or specifications or does not meet the requirements of any inspection, code, reference standard, test or approval referred to in the Contract Documents or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign.

Equipment - The Machinery and Equipment, together with the necessary supplies for upkeep and maintenance thereof; also, the tools and all other apparatus necessary, for the construction and acceptable completion of the Work.

Holidays - Days designated by Seminole County as legal holidays. These days are:

New Year's Day	-	January 1st
Martin Luther King's Birthday	-	Third Monday in January
Memorial Day	-	Last Monday in May
Independence Day	-	July 4th
Labor Day	-	First Monday in September
Veteran's Day	-	As Designated
Thanksgiving Day	-	Fourth Thursday in November
Day after Thanksgiving Day	-	Fourth Friday in November
Christmas Day		December 25th

Laws and Regulations; Laws or Regulations - Laws, Rules, Codes, Regulations, Ordinances, and/or court or administrative orders of the federal, state and local governments.

Materials - Any substances to be incorporated in the Work under the Contract Documents.

Permits - An authoritative or official certificate of permission.

Progress Schedule - All documentation related to the planning, scheduling and implementation of the Work as described in the Contract Documents.

Project - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

Project Manager - The authorized representative of the County who is assigned to the Project. The County's representative acting directly or through duly authorized representatives.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof having a Sub-agreement with CONTRACTOR for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof that has a Sub-agreement with another Subcontractor to perform any of the Work at the site.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Supplier - A manufacturer, fabricator, Supplier, distributor, material-man or vendor.

Total Bid - Amount stated in the Bid Form by the Bidder as the Bidder's offer to furnish all labor, Materials and Equipment to perform all Work in strict accordance with the Contract Documents. If an Agreement is awarded to a Bidder, the Total Bid amount shall be the Contract Price.

Warranty Period - The period of time within which CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. The Warranty Period does not limit the CONTRACTOR's warranty that the Work has been completed in accordance with the Contract Documents.

Work - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the CONTRACTOR of his obligations under the Contract Documents. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the CONTRACTOR's expense.

SECTION 2 - PRELIMINARY MATTERS

Copies of Documents. COUNTY shall furnish to CONTRACTOR one copy of the Contract Documents free of charge. CONTRACTOR will be responsible for obtaining additional copies.

Commencement of the Contract Time; Purchase Order. The Contract Time will begin on the date indicated in the Purchase Order.

The CONTRACTOR shall start to perform the Work on the date indicated on the Purchase Order. Prior to the issuance of a Purchase Order, a preconstruction conference shall be attended by the CONTRACTOR and his subcontractors, PROJECT MANAGER and COUNTY and other entities as applicable to the Work at which time a date will be established for the issuance of the Purchase Order.

Before Starting Work. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent information and all applicable field measurements. CONTRACTOR shall promptly report in writing to PROJECT MANAGER any conflict, error or discrepancy which CONTRACTOR or any of his Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from PROJECT MANAGER before proceeding with any Work affected thereby; provided, however, CONTRACTOR shall not be liable to COUNTY or PROJECT MANAGER for failure to report any conflict, error or discrepancy unless CONTRACTOR or any of his Subcontractors or suppliers had actual knowledge thereof or should reasonably have known thereof.

Before commencement of the Work, CONTRACTOR shall submit to the PROJECT MANAGER for review a preliminary Progress Schedule indicating the starting and finishing dates of each Work activity, and a proposed schedule.

Preconstruction Conference. Prior to commencement of Work at the site, a conference will be held for review of the schedules, to establish procedures for a working understanding among the parties as to the Work.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Physical Conditions. The CONTRACTOR shall take the steps necessary to ascertain the nature and the location of the Work. The CONTRACTOR shall also determine for himself the existing physical conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon mobilization, demolition, transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power; (3) uncertainties of weather; (4) the conformation of surface and subsurface ground conditions; (5) the character and limitations of the equipment, machinery and existing physical conditions within the limits of construction or within the buildings that are utilized during the Work.

The CONTRACTOR shall employ only competent personnel and utilize only suitable equipment in performing the layout of the Work. Contractor shall not engage the services of any person or persons in the employ of the COUNTY for performance of the layout of the Work. Adequate field notes and records shall be kept on a daily basis as the layout work is accomplished. These field notes and records shall be available for review by the PROJECT MANAGER as the Work progresses and copies shall be furnished at the time of completion of the Project. Any inspection or checking of the CONTRACTOR's field notes or layout work by the PROJECT MANAGER and the acceptance of all or any part thereof shall not relieve the CONTRACTOR of his responsibility to achieve the lines, grades and dimensions shown in the Plans/Specifications.

SECTION 3 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means and methods, techniques, schedules, sequences and procedures of construction and for providing the required safety precautions, for coordinating all portions of the Work with all regulatory, jurisdictional and governmental authorities, for further coordination as required with commercial businesses, private residents and employees of the Owner and for enforcement of order and cooperation among the CONTRACTOR's employees and all of the Subcontractors and Suppliers. The CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents and its intent.

Personnel and Working Hours. CONTRACTOR shall at all times maintain good discipline and order at the site.

CONTRACTOR shall provide competent, qualified personnel to perform construction as required by the Contract Documents. CONTRACTOR is fully responsible to provide a sufficient number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed according to the established Construction Schedule and within the Contract Time. Failure to fully man the Project with supervisory personnel, skilled workers or common laborers of which actions shall lead to a delay in the Work Schedule shall be cause for a claim for damages against CONTRACTOR or termination of CONTRACTOR by the Owner.

Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, all Work at the site shall be performed during normal working hours, unless otherwise specified. Normal working hours shall be defined as period occurring between the hours beginning at 7:00 a.m. and ending at 5:00 p.m., exclusive of Saturdays, Sundays, or Holidays.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Items of Material or Equipment. All Materials and Equipment shall be of good quality and new. All Materials and Equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier.

Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to COUNTY through CONTRACTOR.

Project is to be constructed with asbestos free materials.

Concerning Subcontractors - The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him. Nothing contained in the Contract Documents shall create, nor be interpreted to create, privity or any other contractual relationship whatsoever between the County and any Subcontractor or any person except the Contractor, or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County. All Work performed for the Contractor by Subcontractors shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance held by the County as trustee.

Patent Fees And Royalties - The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

Permits. Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits, fees, and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of public and private utility service companies for all required utility services that complete and accomplish the Work according to the Contract Documents. The CONTRACTOR shall meet all requirements of all permits and licenses and shall be responsible for all fines, assessments, and penalties of any nature assessed against the CONTRACTOR or COUNTY or both relating to any permit violation.

Laws and Regulations. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the Work. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to PROJECT MANAGER, CONTRACTOR shall bear all costs arising therefrom.

CONTRACTOR shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

CONTRACTOR shall comply with all Federal, State, and Local laws, ordinances, codes, and regulations applying to the Work. The CONTRACTOR shall be solely responsible for bidding and constructing the Work per the current building codes as required by the Contract Documents and the construction practices normally applicable to each trade vendors or installer's trade.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/03/2022 12:09:04 -05:00
eCertified Id: 66B5-49C0-A63C
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All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Use of Premises. The CONTRACTOR shall confine construction equipment, the storage of materials and the operations of workers to areas permitted by Laws and Regulations, rights-of-way, easements or required by the Contract Documents or limited by the Owner. The CONTRACTOR shall not unreasonably encumber the premises with construction equipment or materials or other equipment. The CONTRACTOR shall assume full responsibility for any damage to any such property, or to the owner or occupant thereof or of any other property, caused or alleged to have been caused by or incident to the execution of this Work. The CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. Periodically, during construction, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises for disposal. At completion of the Work all tools, appliances, construction equipment and machinery, and surplus materials shall be removed by the Contractor and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to original condition or better all property not designated for alteration by the Contract Documents, but, was impacted due to the construction operations and close proximity to the Project.

CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger human life or damage the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to loads that will endanger human life or damage it.

Safety and Protection. CONTRACTOR shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public or employees of the Owner) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as PROJECT MANAGER issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at his sole cost.

CONTRACTOR shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

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At all times CONTRACTOR shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, materials, equipment, and supplies against damage or injury from the weather. If in the opinion of PROJECT MANAGER any of the above has been damaged or injured by reason of failure on the part of CONTRACTOR, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, Materials, Equipment and supplies shall be removed and replaced at the expense of CONTRACTOR.

CONTRACTOR shall notify PROJECT MANAGER of any job site injuries at the Project site. Serious injuries shall be verbally reported to the PROJECT MANAGER within two (2) hours of occurrence of the incident. CONTRACTOR shall submit a written report of each serious injury to PROJECT MANAGER within twenty-four (24) hours of occurrence of the incident. CONTRACTOR shall prepare injury reports regardless of whether the injury is to the CONTRACTOR's personnel, subcontractors, COUNTY personnel or other persons.

Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from PROJECT MANAGER or COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by written Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Time.

Continuing the Work. CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the CONTRACT for cause, except as otherwise provided in Section 15.

Responsibility for Coordinating and Connecting to Existing Services and Utilities. At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for and coordinated by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roadways, sidewalks, driveways, ditches, electrical, lighting, sanitary sewer, mechanical, fire suppression, water distribution, gas, plumbing, communications, data, phone, storm water, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

Storage of Materials. Materials shall be so stored as to insure the preservation of their quality, color, and fitness for the Work and shall be so located as to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. Materials improperly stored may be rejected without testing. Materials or equipment shall not be stored under the canopy or within the 'drip line' of any trees without prior approval by the Project Manager.

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The insurance, protection and security of stored materials shall be the sole responsibility of the CONTRACTOR. The COUNTY shall not be liable or at risk for any loss of materials due to theft, weather, negligence, nor for any damages to the stored materials.

Defective Materials. Materials which are or have been improperly stored. All such materials, whether in place or not, will be rejected and shall, unless otherwise permitted by the PROJECT MANAGER, be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the PROJECT MANAGER made under the provisions of this Section, the PROJECT MANAGER shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

CONTRACTOR's Responsibility for Work. Until acceptance of the Work by the COUNTY it shall be under the charge and custody of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance except that in case of catastrophic damage the COUNTY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.

Interferences. The CONTRACTOR shall at all times conduct the Work in such manner and in such sequence as to insure the least practicable interference with County employees, pedestrian/visitor traffic due to County business and vehicular traffic. The CONTRACTOR's vehicles, personnel, materials and equipment shall be operated in such a manner that they will not be a hazard or hindrance to daily operations and performance of County business.

Coordination with other Contractors. The CONTRACTOR shall coordinate and arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with the spirit of the Plans or Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

Final Cleaning Up of Job Site. Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall remove from the COUNTY's job site and adjacent property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; CONTRACTOR shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed.

SECTION 4 - WORK BY OTHERS

Related Work At Site. COUNTY may perform other work at the site by COUNTY's own forces, provide for or allow other work to be performed by other owners, or let others direct contracts for other work. If the fact that such other work is to be performed was not noted in the Contract

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Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

If COUNTY contracts with others for the performance of other work at the site, the CONTRACTOR shall be responsible for coordination of the activities among the various contractors. Coordination with other contractors will be the sole responsibility of CONTRACTOR and neither COUNTY nor PROJECT MANAGER shall have any authority or responsibility with respect to such coordination.

Extensions in Contract Time. If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension or adjustment in Contract Time and if COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time(s), if so granted, shall be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site.

Contract Time Coordination. CONTRACTOR shall give prompt written notice to COUNTY, PROJECT MANAGER and any other affected contractor(s) whenever CONTRACTOR anticipates a conflict in Contract Time(s) related to or simultaneous with associated Contract Time (s) in the work of others.

When Work is performed out of sequence and ahead of interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the Work which may be caused by others during the performance of their work, including (but not limited to) furnishing written notice to PROJECT MANAGER and to the other contractors that Work has been performed out of sequence and ahead of interfacing Work.

When work by others is performed out of sequence and ahead of interfacing Work, the said work shall be considered as if it had been shown on the Contract Documents. CONTRACTOR shall be responsible for protecting said work and shall replace, repair or otherwise settle with others any and all damage caused as a result of the performance of Work out of sequence.

SECTION 5 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION

COUNTY'S Representative. PROJECT MANAGER will be COUNTY's representative during the construction of the Work. The duties and responsibilities and the limitations of authority of PROJECT MANAGER as COUNTY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of COUNTY and PROJECT MANAGER.

Visits to Site. PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of the Work to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Project Representation. COUNTY may designate another agent to represent COUNTY at the site who is not the PROJECT MANAGER or its agent or employee.

Duties, Responsibilities and Limitations of Authority of PROJECT MANAGER. The PROJECT MANAGER will perform the duties and responsibilities described herein. PROJECT MANAGER shall generally issue all communications to CONTRACTOR including but not limited

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to communications directed to CONTRACTOR from COUNTY. CONTRACTOR shall generally issue all communications to COUNTY through PROJECT MANAGER. PROJECT MANAGER will provide instructions on procedures to be followed and schedule inspections of the Work; review daily inspection reports prepared; prepare documents as required and review them with COUNTY, as applicable.

PROJECT MANAGER will attend meetings with CONTRACTOR, such as the Preconstruction Conference, Project Meetings and any other Project related meetings and prepare and circulate copies of minutes thereof. The preparation and circulation of minutes of preconstruction conferences, Project meetings and any other Project related meetings shall not relieve CONTRACTOR of CONTRACTOR's responsibility to coordinate the work of the COUNTY, utility contractors, or the work of others or the CONTRACTOR's responsibility for scheduling and sequencing its Work with the work of the COUNTY, utility contractors or the work of others.

PROJECT MANAGER will conduct general on-site observations of the Work in progress and will observe for non-conformance reports to determine if the Work is proceeding in accordance with the Contract Documents.

PROJECT MANAGER will notify CONTRACTOR of disapproval or rejection of defective Work and will notify CONTRACTOR whether Defective Work is to be corrected, or replaced.

PROJECT MANAGER will accompany visiting inspectors representing governmental or other agencies having jurisdiction over the Project, and record the results of the inspections.

PROJECT MANAGER will transmit to CONTRACTOR clarifications and interpretations as issued by the COUNTY.

PROJECT MANAGER will report promptly to COUNTY upon gaining knowledge of the occurrence of any accident at the site.

PROJECT MANAGER will prepare reports of the progress of the Work and of CONTRACTOR's compliance with the Progress Schedule.

PROJECT MANAGER will consult as appropriate with COUNTY's staff in advance of scheduled major tests, inspections or the commencement of important phases of the Work.

PROJECT MANAGER will review and evaluate CONTRACTOR's Application for Payment and advise COUNTY staff accordingly.

PROJECT MANAGER will review and evaluate CONTRACTOR's notice that CONTRACTOR considers the Work (or part thereof) substantially complete and advise COUNTY staff accordingly.

PROJECT MANAGER will observe whether all items on lists of items to be completed prior to Final Payment have been completed and make recommendations to COUNTY concerning Acceptance.

During the course of the Work, the PROJECT MANAGER will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed.

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Clarifications and Interpretations. PROJECT MANAGER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as PROJECT MANAGER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

Authorized Variations in Work. PROJECT MANAGER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents and required to produce the intended result. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly.

Rejecting Defective Work. PROJECT MANAGER will have authority to disapprove or reject Work at any time during the construction of the Work, which PROJECT MANAGER believes to be Defective. PROJECT MANAGER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by PROJECT MANAGER of disapproval or rejection of Defective Work, CONTRACTOR shall take immediate action to correct or replace same.

Notice to Cure - If the County determines the Work is defective or deficient; if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment; if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment; if the work is not progressing in a safe, orderly or well coordinated manner; or if the general progress and/or quality of the work is not adequate to ensure continuation or completion of the work in accordance with the Contract completion time requirements, then the Purchasing and Contracts Division shall issue a notice to cure, giving the Contractor a specific period of time (1) in which to submit to the Project Manager a written Plan of Action including a schedule setting forth a plan by which the deficiencies will be corrected, and (2) a specific period of time in which to correct the deficiencies. If the Contractor does not submit a Plan of Action to indicate how and when the deficiencies indicated in the notice to cure will be cured within the specified time frame that is acceptable to the Project Manager, and if those deficiencies are not corrected within that time frame, then the County shall take further action, up to and including Contract termination. The Contractor shall not be entitled to any delay claims as a result of the County's issuance of the notice to cure.

SECTION 6 – CHANGE OF CONTRACT AMOUNT, DELAYS AND EXTENSION OF TIME

Contract Amount. The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the County.

County Obligation. The County owes no duty, obligation, damages, change in Contract Amount, or liability to Contractor as a result of any delay, interference, suspension or other event which may impact Contractor's progress schedule of its contract.

Extension of Time Sole Remedy. Should Contractor's performance, in whole or in part, be interfered with, delayed, re-sequenced, disrupted, or be suspended in the commencement, prosecution or completion, for reasons beyond Contractor's control, and without any fault or negligence on its part contributing thereto, Contractor's sole remedy shall be an extension of Contract Time in which to complete the Contract.

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Contract Time Extension. The County may grant an extension of Contract Time when a controlling item of work on the critical path of Contractor's progress schedule is delayed by factors not reasonably anticipated or foreseeable at the time of bid. Such time extension may be allowed only for delays occurring during the time for performance set forth in the progress schedule. Extensions of Contract Time will not be granted for delays due, in whole or in part, to the fault or negligence of Contractor or any entity or person for whom Contractor is responsible.

SECTION 7 - SCHEDULES

Schedules. Project Schedule Definitions:

- a) **Work Activities** - The significant events of the Project. All significant work activities must be identified in sufficient detail to track work activity progress towards completion and consequentially, the completion of the Project.
- b) **Start Date and Finish Date** - The dates a work activity will begin and will be completed.
- c) **Duration** - The length of time it takes for a work activity to be completed, from Start Date to Finish Date.
- d) **Sequence** - The order in which a group of work activities must be completed. This includes work activities that are done concurrently (at the same time), sequentially (must finish one before starting the next) or overlap (may start one before finishing the other).
- e) **Critical Path** - The complete sequence of work activities whose accumulative duration determines the length of time needed to complete the entire Project from NTP to Final Completion.
- f) **Critical Path Items** - The work activities on the Critical Path.
- g) **Controlling Work Items** - Those activities that are either critical path or indirectly influences the critical path. Such as a controlling work item provided by the Owner.
- h) **Float Time** - The duration of a work activity that is not on the Critical Path which could be delayed without affecting the date of Substantial Completion. Time and conditions for Float Time shall be clearly established in the Contract Documents.

CONTRACTOR shall prepare and submit for COUNTY's review a time scaled Project Schedule with a Critical Path (CPM). The Project Schedule shall show the sequence in which CONTRACTOR proposes to accomplish the Work. The Project Schedule shall clearly depict the order, interdependence, duration, and installation man-days by craft of each Work activity. The Project Schedule shall show all of the Work activities to be completed and the accumulative duration of the Critical Path leading to each Substantial and Final Completion. Beginning with the Purchase Order and ending with the date of Final Completion, the duration of the Project Schedule's Critical Path shall comply with the Contract Time and shall meet the Contract Agreement.

SECTION 8 - WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee. CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. The obligations of CONTRACTOR under this subsection shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

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Access to Work. COUNTY'S PROJECT MANAGER shall be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections. CONTRACTOR shall give PROJECT MANAGER timely notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests or observations by PROJECT MANAGER may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

If any law, ordinance, rule, regulation, code or order of any public body, government entity or court having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all related costs, schedule related activities at appropriate times, and furnish PROJECT MANAGER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs, in connection with any inspection or testing required in connection with COUNTY's or PROJECT MANAGER's acceptance of a proposed manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of material or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation of the Work. All inspections, tests or approvals shall be performed by persons or organizations acceptable to COUNTY and PROJECT MANAGER.

Neither observations by PROJECT MANAGER or COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents and Building Code Requirements.

If any testing, inspection or approval under this subsection reveal Defective Work, CONTRACTOR shall not be allowed to receive any associated costs and COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs arising out of the Defective Work, including costs of repeated procedures, compensation for PROJECT MANAGER's services and other related costs.

Final Inspection. Upon written notice from the Contractor that the Work is complete, including the "punch" listed deficiencies, the Project Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects and to complete all the required work.

Final Inspection for Payment. After the Contractor has completed any such corrections to the satisfaction of the Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment.

Correction or Removal of Defective Work. CONTRACTOR shall promptly, without cost to COUNTY and as specified by PROJECT MANAGER, either corrects any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by PROJECT MANAGER, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

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Contractor's Continuing Obligation. The Contractor's obligation to perform the Work and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Contractor under the Contract Documents, any use or occupancy of the Work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

SECTION 9 - SUSPENSION OF WORK AND TERMINATION

The COUNTY May Stop the Work. If the Work is Defective and the CONTRACTOR has been notified by PROJECT MANAGER or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Contract Documents, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or suitable Materials or Equipment, or if CONTRACTOR fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, or if CONTRACTOR fails to prosecute the Work without endangering persons or property, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through PROJECT MANAGER or by COUNTY. This right of COUNTY to stop the Work shall not give rise to any duty on the part of COUNTY or PROJECT MANAGER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of PROJECT MANAGER, attorneys and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. COUNTY shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

SECTION 10 - MISCELLANEOUS

Giving Notice. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given as of the time of actual delivery if delivered in person; or if it is delivered by registered mail, at the actual time of delivery.

Written notice to be delivered to COUNTY or PROJECT MANAGER or to any of its representatives by CONTRACTOR shall be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by COUNTY or PROJECT MANAGER shall be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.

Claims for Injury or Damage to Person or Property. Should COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

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No Conflict with Laws or Regulations. The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.

Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

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DEMOLITION PROPOSAL

SUBMITTED TO:

CITY OF OCOEE
PUBLIC WORKS DEPARTMENT
1 N BLUEFORD AVE.
OCOEE, FL 34761

PROJECT:

DEMOLITION AND RESOTRATION
33 LAKEVIEW STREET
OCOEE, FL 34761

PREPARED BY:



ADVANCED DEMOLITION



500 E. Semoran Blvd., Suite 2036 Casselberry, Florida 32707

Phone: 407-679-1771

Fax: 407-679-3006

A Florida Corporation / General Contractor
CGC-1507391

INTRODUCTION

January 6, 2023

Mr. Kiel Gajadhar,

It is our great pleasure to provide the City of Ocoee with this proposal. All pricing coincides with the pricing of the existing Seminole County Term Contract IFB-604216-21/TKH. We appreciate the opportunity to bid this project to you. Advanced Demolition's approach to any project begins by delivering a realistic and effective operational plan and detailed schedule of our proposed services. Our demonstrated experience earned reputation for excellence and quality management ensure your project will be completed to the highest standards. We are skilled at safely delivering projects on time and budget.

Advanced Demolition is committed to providing a healthy and safe workplace for all our employees. We continually learn, grow, and innovate with modern technologies and systems to effectively execute the scope of our projects. We are dedicated to maintaining the highest levels of job site safety and environmental compliance, resulting in lower costs, unmatched efficiency, a proven history of pleased clients and high rate of returned business. We have a proven record of fiscal responsibility. Our clientele truly does receive an "Advanced Demolition" project when working with us.

Thank you for the opportunity to present our proposal to you. Our reputation for excellence is our most important asset, one of many which we look forward to sharing with you.

Sincerely,

A handwritten signature in black ink that reads "Ted Chapman". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Ted Chapman
President

SAFETY PROGRAM

The safety and health of our employees is our first consideration in operating our business. Without question, it is every employee's responsibility at all levels. It is the intent of Advanced Demolition to comply with all governing laws, regulations, and rules according to the State of Florida, Local County and OSHA. To do this, we must constantly be aware of conditions in all work areas that can produce injuries. Prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity, whenever necessary. To the greatest degree possible, management will provide all mechanical and physical activities required for personal safety and health, in keeping with the highest standards. Our program embodies proper attitudes towards injury and illness prevention the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisor and employee but also between each employee and their coworkers. Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of operations like ours. Our goal is zero accidents and injuries.

Our safety and health program include:

- Providing mechanical and physical safeguards to the maximum extent possible
- Conducting a program of safety and health inspection to find and eliminate unsafe working conditions or practices, to control health hazards and to fully comply with all OSHA safety and health standards for every project.
- Training all employees in good safety and health practices rigorously and regularly
- Providing necessary personal protective equipment and instructions for proper use and care
- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment

We recognize that the responsibilities for occupational safety and health are shared:

Advanced Demolition accepts responsibility for leadership of the safety and health program for its effectiveness and improvement and for providing the safeguards required to ensure safe work conditions.

Supervisors are responsible for developing proper attitudes toward safety and health in themselves and in those they supervise and for ensuring that all operations performed with the utmost regard for the safety and health of all personnel involved, including themselves.

Advanced Demolition will see that all employees are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice which they are authorized to use or apply while at work. Production is never so urgent that we cannot take time to do our work safely.

PROPOSAL SCOPE OF WORK:

Advanced Demolition will provide professional demolition services for the following scope of work will be completed in accordance with the plans and specifications supplied.

Building Demolition and Site Restoration:

1. Remove existing 1 story CMU building.1,340 sf @ \$1.75 per foot.	\$2,345.00
2. Pump & remove existing 1 septic tank @ \$950 per tank	\$ 950.00
3. Back fill site with clean fill material. 80 yards @ \$12.00 per yard	\$ 960.00
4. Restore site with Bahia Sod. 2,000 sf @ \$.34 per sf.	\$ 680.00
5. Tipping Fees: 8 loads @ \$550.00 per load	\$4,400.00
6. Remove and dispose of all Freon, bulbs, and ballasts prior to building demolition.	
7. Manifest of all Freon, bulbs and ballasts removal will be available upon completion.	
8. Provide all trucking, dumpsters for hauling c&d to a DEP approved landfill facility.	

Specific NOTES to the scope of work:

- **NOTE: All above pricing is per Seminole County Contract Pricing Schedule.**
- Provide all necessary labor, materials, machinery, equipment, and insurances to complete this project.
- Complete this project in accordance with Local, State and Federal regulations / codes applicable to this work.
- Comply with all OSHA requirements and ordinances.
- Provide 10-day DEP Notification for demolition.
- **MEP disconnect, cutting and capping for demolition by others.**
- **Removal or disposal of any Asbestos or Hazardous Materials not included.**
- **New construction, repairing and patching not included.**

Pricing for Scope of Work:

Building Demolition, Site Restoration:

Nine thousand three hundred thirty-five dollars..... \$9,335.00

CLOSING

Advanced Demolition appreciates the opportunity to bid on this project. We look forward to providing you with professional demolition services. If you have any questions, please do not hesitate to contact us at the numbers or email listed below.

Sincerely,

Ted Chapman

Ted Chapman
President / Senior Estimator
Cell: 407-808-2861
Office: 407-679-1771
Fax: 407-679-3006
Email: demo@advanced-demo.com
Web: advanceddemolitionfl.com



Meeting Date: January 17, 2023
Item #: 15

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval for Demolition of Old City Hall Building at 150 N. Lakeshore Dr. (Public Works Director Krug)

Background Summary:

In 2022, all City Hall functions were relocated to the newly constructed, state-of-the-art building, located at 1 N. Bluford Ave. The new City Hall was developed as a result of the structural deficiencies of the old City Hall located at 150 N. Lakeshore Ave. With the old structure now completely vacated, Public Works recommends approval to demolish the structure.

Public Works would like to piggyback off of the Seminole County's Term Contract for Demolition Services, Contract ID IFB-604216-21/TKH, utilizing Advanced Demolition as the contractor at a proposed cost of \$82,802. Public Works solicited the three (3) contractors from the term contracts for demolition. Of the three, Advanced Demolition provided the most competitive pricing. Public Works recommends approval of this award to receive this pricing.

Issue:

Should the Honorable Mayor and City Commissioners approve demolition of the structure located at 150 N. Lakeshore Dr., and approve to piggyback Seminole County's Term Contract for Demolition Services?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve to demolish the structure located at 150 N. Lakeshore Dr., and authorize a purchase order be issued for the contracted demolition with Advanced Demolition utilizing the existing competitively bid Seminole Term Contract IFB-604216-21/TKH in the amount of \$82,802, and authorize the City Manager and Staff to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Advanced Demolition Proposal
2. Seminole County Term Contract for Demolition Services

Financial Impacts:

The project will be funded through current capital appropriations.

Type of Item: Consent

REVISED

DEMOLITION PROPOSAL

SUBMITTED TO:

**CITY OF OCOEE
PUBLIC WORKS DEPARTMENT
1 N BLUFORD AVE.
OCOEE, FL 34761**

PROJECT:

**DEMOLITION AND RESOTRATION
OLD CITY HALL
150 N. LAKESHORE DRIVE
OCOEE, FL 34761**

PREPARED BY:



ADVANCED DEMOLITION



500 E. Semoran Blvd., Suite 2036 Casselberry, Florida 32707

Phone: 407-679-1771

Fax: 407-679-3006

**A Florida Corporation / General Contractor
CGC-1507391**

INTRODUCTION

January 6, 2023

Mr. Kiel Gajadhar,

It is our great pleasure to provide the City of Ocoee with this proposal. All pricing coincides with the pricing of the existing Seminole County Term Contract IFB-604216-21/TKH. We appreciate the opportunity to bid this project to you. Advanced Demolition's approach to any project begins by delivering a realistic and effective operational plan and detailed schedule of our proposed services. Our demonstrated experience earned reputation for excellence and quality management ensure your project will be completed to the highest standards. We are skilled at safely delivering projects on time and budget.

Advanced Demolition is committed to providing a healthy and safe workplace for all our employees. We continually learn, grow, and innovate with modern technologies and systems to effectively execute the scope of our projects. We are dedicated to maintaining the highest levels of job site safety and environmental compliance, resulting in lower costs, unmatched efficiency, a proven history of pleased clients and high rate of returned business. We have a proven record of fiscal responsibility. Our clientele truly does receive an "Advanced Demolition" project when working with us.

Thank you for the opportunity to present our proposal to you. Our reputation for excellence is our most important asset, one of many which we look forward to sharing with you.

Sincerely,

Ted Chapman

Ted Chapman
President

SAFETY PROGRAM

The safety and health of our employees is our first consideration in operating our business. Without question, it is every employee's responsibility at all levels. It is the intent of Advanced Demolition to comply with all governing laws, regulations, and rules according to the State of Florida, Local County and OSHA. To do this, we must constantly be aware of conditions in all work areas that can produce injuries. Prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity, whenever necessary. To the greatest degree possible, management will provide all mechanical and physical activities required for personal safety and health, in keeping with the highest standards. Our program embodies proper attitudes towards injury and illness prevention the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisor and employee but also between each employee and their coworkers. Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of operations like ours. Our goal is zero accidents and injuries.

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- Training all employees in good safety and health practices rigorously and regularly
- Providing necessary personal protective equipment and instructions for proper use and care
- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment

We recognize that the responsibilities for occupational safety and health are shared:

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Supervisors are responsible for developing proper attitudes toward safety and health in themselves and in those they supervise and for ensuring that all operations performed with the utmost regard for the safety and health of all personnel involved, including themselves.

Advanced Demolition will see that all employees are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice which they are authorized to use or apply while at work. Production is never so urgent that we cannot take time to do our work safely.

PROPOSAL SCOPE OF WORK:

Advanced Demolition will provide professional demolition services for the following scope of work will be completed in accordance with the plans and specifications supplied.

Building Demolition and Site Restoration:

1. Demolish and remove existing 2 story wood frame building and improvements.
2. Separate existing Police Station building before City Hall demolition.
3. Excavate and remove existing building slab, all foundations and column pads.
4. Remove all covered walkways, railings, decks, steps and retaining walls.
5. Remove all trees and landscaping within the demo area.
6. Pump and remove existing hydraulic elevator tank and remove existing elevator system entirely.
7. Pump and remove two existing septic tanks.
8. Level and restore site with Bahia Sod.
9. Remove and dispose of all Freon, bulbs, and ballasts prior to building demolition.
10. Manifest of all Freon, bulbs and ballasts removal will be available upon completion.
11. Provide all dumpsters for c&d hauling to a DEP approved landfill facility.
12. **Alternate Pricing:** Provide and install screened 6-foot temporary construction fencing and type 3 silt fencing.

Specific NOTES to the scope of work:

- Provide all necessary labor, materials, machinery, equipment, and insurances to complete this project.
- Complete this project in accordance with Local, State and Federal regulations / codes applicable to this work.
- Comply with all OSHA requirements and ordinances.
- Provide 10-day DEP Notification for demolition.
- MEP disconnect, cutting and capping for demolition by others.
- All Tipping fees to be paid by the City of Ocoee.
- Removal or disposal of any Asbestos or Hazardous Materials not included.
- New construction, repairing and patching not included.

Pricing for Scope of Work:

Building Demolition and Site Restoration:

Seventy-three thousand nine hundred twelve dollars..... \$73,912.00

Alternate Pricing:

Eight thousand eight hundred ninety dollars..... \$ 8,890.00

CLOSING

Advanced Demolition appreciates the opportunity to bid on this project. We look forward to providing you with professional demolition services. If you have any questions, please do not hesitate to contact us at the numbers or email listed below.

Sincerely,

Ted Chapman

Ted Chapman
President / Senior Estimator
Cell: 407-808-2861
Office: 407-679-1771
Fax: 407-679-3006
Email: demo@advanced-demo.com
Web: advanceddemolitionfl.com

**TERM CONTRACT FOR SEMINOLE COUNTY DEMOLITION SERVICES
(IFB-604216-21/TKH) (PRIMARY)**

THIS AGREEMENT is dated as of the 28 day of February 2022, by and between **ADVANCED DEMOLITION, LLC**, duly authorized to conduct business in the State of Florida, whose address is 500 E. Semoran Boulevard, Suite 2036, Casselberry, Florida 32707, in this Agreement "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide demolition services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the services authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR must be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Purchase Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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- (3) A copy of the invoice must be sent to:

Seminole County Community Services Department
534 W. Lake Mary Boulevard
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race,

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) **General.** CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

Term Contract for Seminole County Demolition Services
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(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in

Term Contract for Seminole County Demolition Services
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Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

Term Contract for Seminole County Demolition Services
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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, coverage meeting the requirements of this Agreement must be maintained for three (3) years following the termination of the obligations under this Agreement.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

Term Contract for Seminole County Demolition Services
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(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
Page 14 of 21

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
Page 15 of 21

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
Page 16 of 21

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

Term Contract for Seminole County Demolition Services
(IFB-604216-21/TKH)
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of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Community Services Department
534 W. Lake Mary Boulevard
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

Term Contract for Seminole County Demolition Services
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Page 18 of 21

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



For CONTRACTOR:

Advanced Demolition, LLC
 500 E. Semoran Boulevard, Suite 2036
 Casselberry, FL 32707

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

Term Contract for Seminole County Demolition Services
 (IFB-604216-21/TKH)
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(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

Section 33. Additional Requirements. CONTRACTOR shall comply with the Supplemental Conditions attached to this Agreement as Exhibit E.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Austin Meier
 Witness
Austin Meier
 Print Name

Kurt Meier
 Witness
Kurt Meier
 Print Name

ADVANCED DEMOLITION, LLC

By: *Thomas E. Lewellen*
 THOMAS E. LEWELLEN, Manager

Date: 02/25/2022

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Term Contract for Seminole County Demolition Services
 (IFB-604216-21/TKH)
 Page 20 of 21

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



SEMINOLE COUNTY, FLORIDA

Tamara Hodgkins
 Witness
TAMARA HODGKINS

Print Name

Erin Nichols

Witness

ERIN NICHOLS

Print Name

For the use and reliance of
 Seminole County only.

Approved as to form and
 legal sufficiency.

David A. Shilds

County Attorney

MMH/lpk/DGS

10/11/21 12/6/21

T:\Users\Legal Secretary CSB\Purchasing 2021\IFB-604216 (Advanced).docx



Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Affidavit of E-Verify Requirements Compliance
- Exhibit E - Supplemental Conditions

By: Tammy Roberts
 TAMMY ROBERTS,
 Procurement Administrator

Date: 2/28/2022

As authorized for execution by the Board of
 County Commissioners at its 11th January 11
 2022, regular meeting.

Term Contract for Seminole County Demolition Services
 (IFB-604216-21/TKH)
 Page 21 of 21

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
 Clerk of the Circuit Court and Comptroller
 Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
 eCertified at 03/03/2022 12:09:04 -05:00
 eCertified Id: 66B5-49C0-A63C
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IFB-604216-21/TKH
Term Contract for Seminole County Demolition Services
Part 1
Scope of Services

The Contractor will be responsible for all labor, materials, tools, supplies, equipment, coordination, supervision, and incidentals necessary to perform demolition services on an as needed basis.

1. The County shall be sole determining body regarding the primary structural composition of any and all structures to be demolished
2. All properties requiring demolition services shall be visually inspected by the Contractor, prior to commencement of the work, to determine the full scope of work involved and its relation to any other work in the area, prior to the commencement of any work, including possible interference from other site activities. A square foot measurement shall be made to determine the cost of demolition as per the contractual fee structure and this measurement shall be submitted to the requesting Department within seventy-two (72) hours of request for concurrence and issuance of an accurate Release Order.
3. All actions required by law, including, but not limited to, a 10-day notification to FDEP, shall be accomplished prior to permitting and all permits required by law shall be acquired, at the expense of the Contractor, prior to demolition.
4. In the case of **NON-COUNTY OWNED PROPERTIES**, the Contractor shall employ the services of a State of Florida Licensed Asbestos Consultant to determine if asbestos or lead is present. If applicable, the cost of asbestos/lead inspections shall include any and all costs associated with the inspection and shall be listed as separate line item on the proposal to the County. A copy of the findings shall be submitted to the requesting department. Should any asbestos or lead be found which require abatement, the requesting department shall be notified, and the user department shall notify Seminole County Risk Management of the situation for resolution. The Contractor shall secure from the County all documentation relating to the asbestos or lead inspection and abatement which the County has performed and Seminole County Risk Management has approved prior to commencement of any work.
5. In the case of **COUNTY OWNED PROPERTIES**, the Contractor shall employ the services of a State of Florida Licensed Asbestos Consultant to determine if asbestos or lead is present. The cost of asbestos/lead inspections shall include any and all costs associated with the inspection and shall be listed as separate line item on the proposal to the County. A copy of the findings shall be submitted to the requesting department. Should any asbestos or lead be found which require abatement, the requesting department shall be notified, and the department shall notify Seminole County Risk Management of the situation for resolution. The Contractor shall secure from the County all documentation relating to the asbestos or lead inspection and abatement which the County has performed and Seminole County Risk Management has approved prior to commencement of any work.

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/03/2022 12:09:04 -05:00
eCertified Id: 66B5-49C0-A63C
Page 22 of 47

6. The Contractor shall be responsible for the removal of any and all debris from the job site during and after the performance of the work. Debris removal is defined as the removal, from a demolition site of debris other than debris resulting directly from the demolition. Such debris may consist, but not limited to, piles of trash, boards, shingles, fallen trees, woodpiles, etc. The charge for removing such debris shall include all expenses associated with its removal. If applicable, tipping fees associated with the disposal of debris shall be included as a separate line item under the proposal to the County and must be invoiced as a separate line item for payment. This cost **shall not** be included in the bid price for the debris removal.
7. All materials deemed non-hazardous shall be transported and disposed of by the Contractor at County designated disposal facilities operated by the County or operating under a valid County Certificate of Public Convenience and Necessity. If applicable, tipping fees associated with the disposal of non-hazardous materials shall be included as a separate line item for payment. As part of the documentation, the Contractor shall submit to the county, copy of the tipping fee receipt. This cost shall not be included in the bid price for the demolition work.
8. The Contractor shall assure that all utilities have been disconnected (a requirement of permitting) and all utility lines are removed from the property, if applicable prior to commencement of any work.
9. The Contractor shall secure the demolition area by staking the perimeter of the demolition area and affixing a brightly colored warning tape material to and between the stakes.
10. The Contractor shall provide flagmen's traffic control and safety at any time the demolition requires the blocking of any road or highway for any length of time. This shall include the loading and unloading of heavy equipment.
11. Salvaging of any property shall be the privilege of the Contractor, however no person or persons other than the Contractor shall salvage any property while demolition is in process.
12. The Contractor shall assume any and all liability for persons and property on the demolition site during demolition process.
13. Any known water well located on the property shall be handled by all applicable codes and regulations.
14. If directed by the requesting department, the Contractor shall fill the property with clean fill dirt in order to maintain a leveled and graded appearance. The cost for fill dirt shall include all costs associated with providing the fill dirt and shall be listed as a separate line item on the proposal to the County.

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



15. All fill dirt remaining after demolition shall be left on site for final disposition by the County unless otherwise directed by the authorized County representative.
16. The Contractor shall locate, drain, and crush in place any septic tank(s) on site. The septic tank(s) debris shall be completely buried or removed. If requested by the County, septic tank(s) removal shall be done and include pumping of drain field. This shall be accomplished in accordance with all applicable state and local regulations, codes, and ordinances.
17. The Contractor shall ensure that no rubble is buried on site other than the septic tank(s) as specified on the order.
18. All structures shall be demolished using the "Wet Method" without exception. It is the Contractor's responsibility to obtain and/or furnish the necessary water to accomplish this requirement.
19. All trees on site shall be protected to the maximum extent possible.
20. All parking lot area(s) located at the demolition site shall be left intact and undisturbed, unless otherwise directed by an authorized County representative.
21. If required, the Contractor shall sod all disturbed areas of the site to prevent erosion of disturbed areas. Sod type shall be Bahia or match existing sod type. Seed, seed and mulch, or hydro seeding the site is permissible.
22. The boarding up of structures shall consist of the boarding of doors, windows, and any other entrance/egress point(s) including, but not limited to, garage door openings, sliding glass doors, etc.
23. The boarding up of structures shall be accomplished by affixing the plywood boards, (cut to optimum size) to all areas as specified above, and shall be screwed into door/window frames in such a manner as to prevent/hinder entrance to the structure. Each plywood board (sheet) shall be at least (3) ply, four (4') foot by eight (8') foot and one half (1/2) inch thick. The boarding up of structures shall take place in accordance with all state, County, and local laws, regulations, and ordinances.



24. It is understood that actions may be taken by a person or persons to access the structure after it is boarded up. The boarding up of structures shall be accomplished so as to make this possibility as difficult as possible. Should a boarded up area be breached, the Contractor, upon notification by the County, shall return to the structure and affix new boards to the area or areas affected at the appropriate charge for the new boards, if deemed necessary, in order to assure that the structure is not occupied prior to the re-boarding process.

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 03/03/2022 12:09:04 -05:00

eCertified Id: 66B5-49C0-A63C

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

**S
H
I
P**



ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**V
E
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D
O
R**

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT 00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/03/2022 12:09:04 -05:00
eCertified Id: 66B5-49C0-A63C
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1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021



**Part 4
Price Submittal**

IFB-604216-21/TKH - TERM CONTRACT FOR SEMINOLE COUNTY DEMOLITION SERVICES

Name of Bidder: Advanced Demolition
Mailing Address: 500 E. Semoran Blvd., Suite 2036
Street Address: Same
City/State/Zip: Casselberry, Florida 32707
Phone Number: (407) 679-1771 FAX Number: (407) 679-3006
E-Mail Address: demo@advanced-demo.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Part 4
Price Submittal Continued

PROJECT: Term Contract for Seminole County Demolition Services

COUNTY CONTRACT NO. IFB-604216-21/TKH

ENTER ALL PRICING ON THE EXCEL SPREADSHEET POSTED SEPARATELY
PLEASE INCLUDE THIS COMPLETED SPREADSHEET WITH YOUR BID SUBMITTAL.

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this 2
day of November, 2021.

Advanced Demolition
(Name of BIDDER)


(Signature of person signing FORM)

Tom Lewellen
(Printed name of person signing FORM)

MGR
(Title of person signing FORM)

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Part 4 Price Submittal					
Item	Description	Estimated Annual Usage	Unit of Measure	Unit Price	Total Estimated Cost
1	Demolish/Dispose of Predominately Concrete Block Structures	30,000	Sq. Ft.	\$1.75	\$52,500.00
2	Demolish/Dispose of Predominatntly Wood Frame Structures as specified	15,000	Sq. Ft.	\$1.95	\$29,250.00
3	Demolish /Dispose of Predominantly metal/Steel Structures	5,000	Sq. Ft.	\$1.25	\$6,250.00
4	Asbestos Lead Inspections	10	Each	\$1,500.00	\$15,000.00
5	Clean Fill Dirt	10	Cubic Yard	\$12.00	\$120.00
6	Debris Removal as specified	10	Cubic Yard	\$50.00	\$500.00
7	Boarding up of Structures as specified-Plywood with Labor	100	Each	\$80.00	\$8,000.00
8	Septic Removal/Drain Field Pumping	10	Each	\$950.00	\$9,500.00
9	Well Pump Disconnect by Electrician	10	Each	\$500.00	\$5,000.00
10	Bahia Sod	2,000	Sq. Ft.	\$0.34	\$680.00
Grand Total---Estimated Cost for Annual Demolition Services					\$126,800.00

Tipping Fees shall not be included in the price schedule above. This cost will be reimbursed to the Contractor based on the actual cost.

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



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Exhibit "D"

Agreement Name: Term Contract for Seminole County Demolition ServicesAgreement Number: IFB-604216-21/TKH**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604216-21/TKH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this

25TH day of FEBRUARY, 2022

ADVANCED DEMOLITION, LLC
Consultant Name

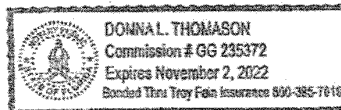
By: [Signature]
Print/Type Name: THOMAS E. LEWELLEN
Title: USE/G.M.

STATE OF FLORIDACOUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 25TH day of FEBRUARY, 2022 by _____ (Full Name of Affiant).

Print/Type Name _____
Notary Public in and for the County _____
and State Aforementioned _____
My commission expires: _____

E-Verify Affidavit
Revised 5/19/2021



IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



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Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



GENERAL CONDITIONS

SECTION 1 - DEFINITIONS/INTERPRETATIONS

Definitions.

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

Acceptance; Final Acceptance - The formal action by COUNTY accepting the Work as being complete after certification by County's Representative of Final Completion.

Agreement - The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

Building Elements - An architectural, structural, electrical, mechanical or plumbing component of a building, facility, space, or site.

Change Order - A written instrument issued on or after the Effective Date of the Agreement, of which when duly executed by COUNTY and CONTRACTOR amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents, or changes in Contract Price or Contract Time, or any combination thereof.

Contract Claim - Any dispute arising out of or related to the Contract Documents between the COUNTY and CONTRACTOR including, but not limited to, any demand or assertion by one of the parties seeking any equitable adjustment of the Contract Price, Contract Time or other relief with respect to the Contract Documents.

Contract Documents - The Agreement and those documents referenced in the Agreement.

Contract Price - The total compensation, subject to authorized adjustments, payable by COUNTY to CONTRACTOR for satisfactory completion of all Work under the Contract Documents as stated in the Agreement.

Contract Time - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof, who is currently and actively licensed by the State of Florida and who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

COUNTY - Seminole County, a political subdivision of the State of Florida; the Owner.

Date of Commencement of the Contract Time - The Begin Date given by the Purchase Order when the Contract Time commences to run.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

Defect or Defective - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the contract plans or specifications or does not meet the requirements of any inspection, code, reference standard, test or approval referred to in the Contract Documents or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign.

Equipment - The Machinery and Equipment, together with the necessary supplies for upkeep and maintenance thereof; also, the tools and all other apparatus necessary, for the construction and acceptable completion of the Work.

Holidays - Days designated by Seminole County as legal holidays. These days are:

New Year's Day	-	January 1st
Martin Luther King's Birthday	-	Third Monday in January
Memorial Day	-	Last Monday in May
Independence Day	-	July 4th
Labor Day	-	First Monday in September
Veteran's Day	-	As Designated
Thanksgiving Day	-	Fourth Thursday in November
Day after Thanksgiving Day	-	Fourth Friday in November
Christmas Day		December 25th

Laws and Regulations; Laws or Regulations - Laws, Rules, Codes, Regulations, Ordinances, and/or court or administrative orders of the federal, state and local governments.

Materials - Any substances to be incorporated in the Work under the Contract Documents.

Permits - An authoritative or official certificate of permission.

Progress Schedule - All documentation related to the planning, scheduling and implementation of the Work as described in the Contract Documents.

Project - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

Project Manager - The authorized representative of the County who is assigned to the Project. The County's representative acting directly or through duly authorized representatives.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof having a Sub-agreement with CONTRACTOR for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof that has a Sub-agreement with another Subcontractor to perform any of the Work at the site.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Supplier - A manufacturer, fabricator, Supplier, distributor, material-man or vendor.

Total Bid - Amount stated in the Bid Form by the Bidder as the Bidder's offer to furnish all labor, Materials and Equipment to perform all Work in strict accordance with the Contract Documents. If an Agreement is awarded to a Bidder, the Total Bid amount shall be the Contract Price.

Warranty Period - The period of time within which CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. The Warranty Period does not limit the CONTRACTOR's warranty that the Work has been completed in accordance with the Contract Documents.

Work - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the CONTRACTOR of his obligations under the Contract Documents. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the CONTRACTOR's expense.

SECTION 2 - PRELIMINARY MATTERS

Copies of Documents. COUNTY shall furnish to CONTRACTOR one copy of the Contract Documents free of charge. CONTRACTOR will be responsible for obtaining additional copies.

Commencement of the Contract Time; Purchase Order. The Contract Time will begin on the date indicated in the Purchase Order.

The CONTRACTOR shall start to perform the Work on the date indicated on the Purchase Order. Prior to the issuance of a Purchase Order, a preconstruction conference shall be attended by the CONTRACTOR and his subcontractors, PROJECT MANAGER and COUNTY and other entities as applicable to the Work at which time a date will be established for the issuance of the Purchase Order.

Before Starting Work. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent information and all applicable field measurements. CONTRACTOR shall promptly report in writing to PROJECT MANAGER any conflict, error or discrepancy which CONTRACTOR or any of his Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from PROJECT MANAGER before proceeding with any Work affected thereby; provided, however, CONTRACTOR shall not be liable to COUNTY or PROJECT MANAGER for failure to report any conflict, error or discrepancy unless CONTRACTOR or any of his Subcontractors or suppliers had actual knowledge thereof or should reasonably have known thereof.

Before commencement of the Work, CONTRACTOR shall submit to the PROJECT MANAGER for review a preliminary Progress Schedule indicating the starting and finishing dates of each Work activity, and a proposed schedule.

Preconstruction Conference. Prior to commencement of Work at the site, a conference will be held for review of the schedules, to establish procedures for a working understanding among the parties as to the Work.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Physical Conditions. The CONTRACTOR shall take the steps necessary to ascertain the nature and the location of the Work. The CONTRACTOR shall also determine for himself the existing physical conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon mobilization, demolition, transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power; (3) uncertainties of weather; (4) the conformation of surface and subsurface ground conditions; (5) the character and limitations of the equipment, machinery and existing physical conditions within the limits of construction or within the buildings that are utilized during the Work.

The CONTRACTOR shall employ only competent personnel and utilize only suitable equipment in performing the layout of the Work. Contractor shall not engage the services of any person or persons in the employ of the COUNTY for performance of the layout of the Work. Adequate field notes and records shall be kept on a daily basis as the layout work is accomplished. These field notes and records shall be available for review by the PROJECT MANAGER as the Work progresses and copies shall be furnished at the time of completion of the Project. Any inspection or checking of the CONTRACTOR's field notes or layout work by the PROJECT MANAGER and the acceptance of all or any part thereof shall not relieve the CONTRACTOR of his responsibility to achieve the lines, grades and dimensions shown in the Plans/Specifications.

SECTION 3 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means and methods, techniques, schedules, sequences and procedures of construction and for providing the required safety precautions, for coordinating all portions of the Work with all regulatory, jurisdictional and governmental authorities, for further coordination as required with commercial businesses, private residents and employees of the Owner and for enforcement of order and cooperation among the CONTRACTOR's employees and all of the Subcontractors and Suppliers. The CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents and its intent.

Personnel and Working Hours. CONTRACTOR shall at all times maintain good discipline and order at the site.

CONTRACTOR shall provide competent, qualified personnel to perform construction as required by the Contract Documents. CONTRACTOR is fully responsible to provide a sufficient number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed according to the established Construction Schedule and within the Contract Time. Failure to fully man the Project with supervisory personnel, skilled workers or common laborers of which actions shall lead to a delay in the Work Schedule shall be cause for a claim for damages against CONTRACTOR or termination of CONTRACTOR by the Owner.

Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, all Work at the site shall be performed during normal working hours, unless otherwise specified. Normal working hours shall be defined as period occurring between the hours beginning at 7:00 a.m. and ending at 5:00 p.m., exclusive of Saturdays, Sundays, or Holidays.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Items of Material or Equipment. All Materials and Equipment shall be of good quality and new. All Materials and Equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier.

Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to COUNTY through CONTRACTOR.

Project is to be constructed with asbestos free materials.

Concerning Subcontractors - The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him. Nothing contained in the Contract Documents shall create, nor be interpreted to create, privity or any other contractual relationship whatsoever between the County and any Subcontractor or any person except the Contractor, or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County. All Work performed for the Contractor by Subcontractors shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance held by the County as trustee.

Patent Fees And Royalties - The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

Permits. Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits, fees, and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of public and private utility service companies for all required utility services that complete and accomplish the Work according to the Contract Documents. The CONTRACTOR shall meet all requirements of all permits and licenses and shall be responsible for all fines, assessments, and penalties of any nature assessed against the CONTRACTOR or COUNTY or both relating to any permit violation.

Laws and Regulations. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the Work. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to PROJECT MANAGER, CONTRACTOR shall bear all costs arising therefrom.

CONTRACTOR shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

CONTRACTOR shall comply with all Federal, State, and Local laws, ordinances, codes, and regulations applying to the Work. The CONTRACTOR shall be solely responsible for bidding and constructing the Work per the current building codes as required by the Contract Documents and the construction practices normally applicable to each trade vendors or installer's trade.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
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All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Use of Premises. The CONTRACTOR shall confine construction equipment, the storage of materials and the operations of workers to areas permitted by Laws and Regulations, rights-of-way, easements or required by the Contract Documents or limited by the Owner. The CONTRACTOR shall not unreasonably encumber the premises with construction equipment or materials or other equipment. The CONTRACTOR shall assume full responsibility for any damage to any such property, or to the owner or occupant thereof or of any other property, caused or alleged to have been caused by or incident to the execution of this Work. The CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. Periodically, during construction, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises for disposal. At completion of the Work all tools, appliances, construction equipment and machinery, and surplus materials shall be removed by the Contractor and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to original condition or better all property not designated for alteration by the Contract Documents, but, was impacted due to the construction operations and close proximity to the Project.

CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger human life or damage the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to loads that will endanger human life or damage it.

Safety and Protection. CONTRACTOR shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public or employees of the Owner) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as PROJECT MANAGER issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at his sole cost.

CONTRACTOR shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida



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At all times CONTRACTOR shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, materials, equipment, and supplies against damage or injury from the weather. If in the opinion of PROJECT MANAGER any of the above has been damaged or injured by reason of failure on the part of CONTRACTOR, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, Materials, Equipment and supplies shall be removed and replaced at the expense of CONTRACTOR.

CONTRACTOR shall notify PROJECT MANAGER of any job site injuries at the Project site. Serious injuries shall be verbally reported to the PROJECT MANAGER within two (2) hours of occurrence of the incident. CONTRACTOR shall submit a written report of each serious injury to PROJECT MANAGER within twenty-four (24) hours of occurrence of the incident. CONTRACTOR shall prepare injury reports regardless of whether the injury is to the CONTRACTOR's personnel, subcontractors, COUNTY personnel or other persons.

Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from PROJECT MANAGER or COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by written Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Time.

Continuing the Work. CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the CONTRACT for cause, except as otherwise provided in Section 15.

Responsibility for Coordinating and Connecting to Existing Services and Utilities. At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for and coordinated by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roadways, sidewalks, driveways, ditches, electrical, lighting, sanitary sewer, mechanical, fire suppression, water distribution, gas, plumbing, communications, data, phone, storm water, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

Storage of Materials. Materials shall be so stored as to insure the preservation of their quality, color, and fitness for the Work and shall be so located as to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. Materials improperly stored may be rejected without testing. Materials or equipment shall not be stored under the canopy or within the 'drip line' of any trees without prior approval by the Project Manager.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida



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The insurance, protection and security of stored materials shall be the sole responsibility of the CONTRACTOR. The COUNTY shall not be liable or at risk for any loss of materials due to theft, weather, negligence, nor for any damages to the stored materials.

Defective Materials. Materials which are or have been improperly stored. All such materials, whether in place or not, will be rejected and shall, unless otherwise permitted by the PROJECT MANAGER, be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the PROJECT MANAGER made under the provisions of this Section, the PROJECT MANAGER shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

CONTRACTOR's Responsibility for Work. Until acceptance of the Work by the COUNTY it shall be under the charge and custody of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance except that in case of catastrophic damage the COUNTY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.

Interferences. The CONTRACTOR shall at all times conduct the Work in such manner and in such sequence as to insure the least practicable interference with County employees, pedestrian/visitor traffic due to County business and vehicular traffic. The CONTRACTOR's vehicles, personnel, materials and equipment shall be operated in such a manner that they will not be a hazard or hindrance to daily operations and performance of County business.

Coordination with other Contractors. The CONTRACTOR shall coordinate and arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with the spirit of the Plans or Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

Final Cleaning Up of Job Site. Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall remove from the COUNTY's job site and adjacent property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; CONTRACTOR shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed.

SECTION 4 - WORK BY OTHERS

Related Work At Site. COUNTY may perform other work at the site by COUNTY's own forces, provide for or allow other work to be performed by other owners, or let others direct contracts for other work. If the fact that such other work is to be performed was not noted in the Contract

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

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Seminole County, Florida



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Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

If COUNTY contracts with others for the performance of other work at the site, the CONTRACTOR shall be responsible for coordination of the activities among the various contractors. Coordination with other contractors will be the sole responsibility of CONTRACTOR and neither COUNTY nor PROJECT MANAGER shall have any authority or responsibility with respect to such coordination.

Extensions in Contract Time. If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension or adjustment in Contract Time and if COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time(s), if so granted, shall be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site.

Contract Time Coordination. CONTRACTOR shall give prompt written notice to COUNTY, PROJECT MANAGER and any other affected contractor(s) whenever CONTRACTOR anticipates a conflict in Contract Time(s) related to or simultaneous with associated Contract Time (s) in the work of others.

When Work is performed out of sequence and ahead of interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the Work which may be caused by others during the performance of their work, including (but not limited to) furnishing written notice to PROJECT MANAGER and to the other contractors that Work has been performed out of sequence and ahead of interfacing Work.

When work by others is performed out of sequence and ahead of interfacing Work, the said work shall be considered as if it had been shown on the Contract Documents. CONTRACTOR shall be responsible for protecting said work and shall replace, repair or otherwise settle with others any and all damage caused as a result of the performance of Work out of sequence.

SECTION 5 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION

COUNTY'S Representative. PROJECT MANAGER will be COUNTY's representative during the construction of the Work. The duties and responsibilities and the limitations of authority of PROJECT MANAGER as COUNTY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of COUNTY and PROJECT MANAGER.

Visits to Site. PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of the Work to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Project Representation. COUNTY may designate another agent to represent COUNTY at the site who is not the PROJECT MANAGER or its agent or employee.

Duties, Responsibilities and Limitations of Authority of PROJECT MANAGER. The PROJECT MANAGER will perform the duties and responsibilities described herein. PROJECT MANAGER shall generally issue all communications to CONTRACTOR including but not limited

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



to communications directed to CONTRACTOR from COUNTY. CONTRACTOR shall generally issue all communications to COUNTY through PROJECT MANAGER. PROJECT MANAGER will provide instructions on procedures to be followed and schedule inspections of the Work; review daily inspection reports prepared; prepare documents as required and review them with COUNTY, as applicable.

PROJECT MANAGER will attend meetings with CONTRACTOR, such as the Preconstruction Conference, Project Meetings and any other Project related meetings and prepare and circulate copies of minutes thereof. The preparation and circulation of minutes of preconstruction conferences, Project meetings and any other Project related meetings shall not relieve CONTRACTOR of CONTRACTOR's responsibility to coordinate the work of the COUNTY, utility contractors, or the work of others or the CONTRACTOR's responsibility for scheduling and sequencing its Work with the work of the COUNTY, utility contractors or the work of others.

PROJECT MANAGER will conduct general on-site observations of the Work in progress and will observe for non-conformance reports to determine if the Work is proceeding in accordance with the Contract Documents.

PROJECT MANAGER will notify CONTRACTOR of disapproval or rejection of defective Work and will notify CONTRACTOR whether Defective Work is to be corrected, or replaced.

PROJECT MANAGER will accompany visiting inspectors representing governmental or other agencies having jurisdiction over the Project, and record the results of the inspections.

PROJECT MANAGER will transmit to CONTRACTOR clarifications and interpretations as issued by the COUNTY.

PROJECT MANAGER will report promptly to COUNTY upon gaining knowledge of the occurrence of any accident at the site.

PROJECT MANAGER will prepare reports of the progress of the Work and of CONTRACTOR's compliance with the Progress Schedule.

PROJECT MANAGER will consult as appropriate with COUNTY's staff in advance of scheduled major tests, inspections or the commencement of important phases of the Work.

PROJECT MANAGER will review and evaluate CONTRACTOR's Application for Payment and advise COUNTY staff accordingly.

PROJECT MANAGER will review and evaluate CONTRACTOR's notice that CONTRACTOR considers the Work (or part thereof) substantially complete and advise COUNTY staff accordingly.

PROJECT MANAGER will observe whether all items on lists of items to be completed prior to Final Payment have been completed and make recommendations to COUNTY concerning Acceptance.

During the course of the Work, the PROJECT MANAGER will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Clarifications and Interpretations. PROJECT MANAGER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as PROJECT MANAGER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

Authorized Variations in Work. PROJECT MANAGER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents and required to produce the intended result. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly.

Rejecting Defective Work. PROJECT MANAGER will have authority to disapprove or reject Work at any time during the construction of the Work, which PROJECT MANAGER believes to be Defective. PROJECT MANAGER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by PROJECT MANAGER of disapproval or rejection of Defective Work, CONTRACTOR shall take immediate action to correct or replace same.

Notice to Cure - If the County determines the Work is defective or deficient; if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment; if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment; if the work is not progressing in a safe, orderly or well coordinated manner; or if the general progress and/or quality of the work is not adequate to ensure continuation or completion of the work in accordance with the Contract completion time requirements, then the Purchasing and Contracts Division shall issue a notice to cure, giving the Contractor a specific period of time (1) in which to submit to the Project Manager a written Plan of Action including a schedule setting forth a plan by which the deficiencies will be corrected, and (2) a specific period of time in which to correct the deficiencies. If the Contractor does not submit a Plan of Action to indicate how and when the deficiencies indicated in the notice to cure will be cured within the specified time frame that is acceptable to the Project Manager, and if those deficiencies are not corrected within that time frame, then the County shall take further action, up to and including Contract termination. The Contractor shall not be entitled to any delay claims as a result of the County's issuance of the notice to cure.

SECTION 6 – CHANGE OF CONTRACT AMOUNT, DELAYS AND EXTENSION OF TIME

Contract Amount. The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the County.

County Obligation. The County owes no duty, obligation, damages, change in Contract Amount, or liability to Contractor as a result of any delay, interference, suspension or other event which may impact Contractor's progress schedule of its contract.

Extension of Time Sole Remedy. Should Contractor's performance, in whole or in part, be interfered with, delayed, re-sequenced, disrupted, or be suspended in the commencement, prosecution or completion, for reasons beyond Contractor's control, and without any fault or negligence on its part contributing thereto, Contractor's sole remedy shall be an extension of Contract Time in which to complete the Contract.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services



Contract Time Extension. The County may grant an extension of Contract Time when a controlling item of work on the critical path of Contractor's progress schedule is delayed by factors not reasonably anticipated or foreseeable at the time of bid. Such time extension may be allowed only for delays occurring during the time for performance set forth in the progress schedule. Extensions of Contract Time will not be granted for delays due, in whole or in part, to the fault or negligence of Contractor or any entity or person for whom Contractor is responsible.

SECTION 7 - SCHEDULES

Schedules. Project Schedule Definitions:

- a) **Work Activities** - The significant events of the Project. All significant work activities must be identified in sufficient detail to track work activity progress towards completion and consequentially, the completion of the Project.
- b) **Start Date and Finish Date** - The dates a work activity will begin and will be completed.
- c) **Duration** - The length of time it takes for a work activity to be completed, from Start Date to Finish Date.
- d) **Sequence** - The order in which a group of work activities must be completed. This includes work activities that are done concurrently (at the same time), sequentially (must finish one before starting the next) or overlap (may start one before finishing the other).
- e) **Critical Path** - The complete sequence of work activities whose accumulative duration determines the length of time needed to complete the entire Project from NTP to Final Completion.
- f) **Critical Path Items** - The work activities on the Critical Path.
- g) **Controlling Work Items** - Those activities that are either critical path or indirectly influences the critical path. Such as a controlling work item provided by the Owner.
- h) **Float Time** - The duration of a work activity that is not on the Critical Path which could be delayed without affecting the date of Substantial Completion. Time and conditions for Float Time shall be clearly established in the Contract Documents.

CONTRACTOR shall prepare and submit for COUNTY's review a time scaled Project Schedule with a Critical Path (CPM). The Project Schedule shall show the sequence in which CONTRACTOR proposes to accomplish the Work. The Project Schedule shall clearly depict the order, interdependence, duration, and installation man-days by craft of each Work activity. The Project Schedule shall show all of the Work activities to be completed and the accumulative duration of the Critical Path leading to each Substantial and Final Completion. Beginning with the Purchase Order and ending with the date of Final Completion, the duration of the Project Schedule's Critical Path shall comply with the Contract Time and shall meet the Contract Agreement.

SECTION 8 - WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee. CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. The obligations of CONTRACTOR under this subsection shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida



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Access to Work. COUNTY'S PROJECT MANAGER shall be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections. CONTRACTOR shall give PROJECT MANAGER timely notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests or observations by PROJECT MANAGER may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

If any law, ordinance, rule, regulation, code or order of any public body, government entity or court having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all related costs, schedule related activities at appropriate times, and furnish PROJECT MANAGER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs, in connection with any inspection or testing required in connection with COUNTY's or PROJECT MANAGER's acceptance of a proposed manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of material or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation of the Work. All inspections, tests or approvals shall be performed by persons or organizations acceptable to COUNTY and PROJECT MANAGER.

Neither observations by PROJECT MANAGER or COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents and Building Code Requirements.

If any testing, inspection or approval under this subsection reveal Defective Work, CONTRACTOR shall not be allowed to receive any associated costs and COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs arising out of the Defective Work, including costs of repeated procedures, compensation for PROJECT MANAGER's services and other related costs.

Final Inspection. Upon written notice from the Contractor that the Work is complete, including the "punch" listed deficiencies, the Project Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects and to complete all the required work.

Final Inspection for Payment. After the Contractor has completed any such corrections to the satisfaction of the Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment.

Correction or Removal of Defective Work. CONTRACTOR shall promptly, without cost to COUNTY and as specified by PROJECT MANAGER, either corrects any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by PROJECT MANAGER, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

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Contractor's Continuing Obligation. The Contractor's obligation to perform the Work and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Contractor under the Contract Documents, any use or occupancy of the Work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

SECTION 9 - SUSPENSION OF WORK AND TERMINATION

The COUNTY May Stop the Work. If the Work is Defective and the CONTRACTOR has been notified by PROJECT MANAGER or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Contract Documents, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or suitable Materials or Equipment, or if CONTRACTOR fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, or if CONTRACTOR fails to prosecute the Work without endangering persons or property, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through PROJECT MANAGER or by COUNTY. This right of COUNTY to stop the Work shall not give rise to any duty on the part of COUNTY or PROJECT MANAGER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of PROJECT MANAGER, attorneys and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. COUNTY shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

SECTION 10 - MISCELLANEOUS

Giving Notice. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given as of the time of actual delivery if delivered in person; or if it is delivered by registered mail, at the actual time of delivery.

Written notice to be delivered to COUNTY or PROJECT MANAGER or to any of its representatives by CONTRACTOR shall be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by COUNTY or PROJECT MANAGER shall be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.

Claims for Injury or Damage to Person or Property. Should COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

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No Conflict with Laws or Regulations. The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.

Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

Supplemental Conditions

IFB-604216-21/TKH Term Contract for Seminole County Demolition Services

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Meeting Date: January 17, 2023
Item #: 16

Contact Name: Joyce Tolbert, Shannon Hopper Department Director: Rebecca Roberts
Contact Number: Ext. 1516, Ext. 1524 City Manager: Robert Frank

Subject: Approval to Reject all Bids received for ITB #23-001 Upgrade to Existing Transfer Pump Station and Upgrade to Existing Reuse Pump Station- ARPA Federal Grant Funded Project. (Procurement Manager Tolbert)

Background Summary:

With the intention of awarding a contract, the City solicited sealed bids for ITB #23-001 Upgrade to Existing Transfer Pump Station and Upgrade to Existing Reuse Pump Station- ARPA Federal Grant Funded Project. The City's WWTP Reuse and Transfer Pump stations consist of four (4) short set vertical transfer pumps at the WWTP Transfer Pump station and four (4) split case pumps at the WWTP Reuse building. The upgrade project involves the removal and installation of new pumps, appurtenance, pump stands and grouting, VFD's (if applicable), panel components, and the application of protective coatings.

The ITB was publicly advertised on October 23, 2022, and opened on December 6, 2022. A total of two (2) Bids were received through the Bonfire e-procurement platform - Censtate Contractors, Inc. submitted a Bid in the amount of \$964,145.00 and Carr & Collier, Inc. submitted a Bid in the amount of \$1,067,700.00. Both Bids received were significantly more than the budgeted amount of \$412,000.00. After review by the Utilities and Finance Departments, and after consulting with Assistant City Attorney Robin Drage, staff recommends rejecting all Bids based on the fact that they are both over budget as indicated in the attached memorandum from Assistant Utilities Director Jen Bolling. Additionally, the Utilities Department will explore options to reduce the cost. The City will maintain the public records exemption status for both Bids as applicable.

Issue:

Should the City Commission reject all Bids received for ITB #23-001 Upgrade to Existing Transfer Pump Station and Upgrade to Existing Reuse Pump Station- ARPA Federal Grant Funded Project?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners reject all Bids received for ITB #23-001 Upgrade to Existing Transfer Pump Station and Upgrade to Existing Reuse Pump Station- ARPA Federal Grant Funded Project.

Attachments:

1. ITB#23-001 Rejection Recommendation
2. ITB23-001 Solicitation

Financial Impacts:

ARPA Federal Grant Funded Project

Type of Item: Consent



Mayor
Rusty Johnson

City Manager
Robert Frank

Commissioners
Larry Brinson Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

MEMORANDUM

TO: Joyce Tolbert
FROM: Jennifer Bolling P.E., Utilities Assistant Director 
DATE: January 9, 2023
RE: ITB#23-001 Upgrade to Existing Transfer Pump Station and Existing Refuse Pump Station

The Utilities Department is recommending the rejection of all proposals for upgrading the existing Transfer and Refuse Pump Stations. The rejection is based on the bids submitted by individual bidders greatly exceeding the anticipated budget for this project. The Utilities Department will explore other options in order to revise the scope of work and reduce the cost.

CITY OF OCOEE

INVITATION TO BID

#23-001 (ITB)

UPGRADE TO EXISTING TRANSFER

PUMP STATION

AND

UPGRADE TO EXISTING REUSE

PUMP STATION –

ARPA FEDERAL GRANT FUNDED PROJECT



ocoee

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UPGRADE TO EXISTING TRANSFER PUMP STATION AND
UPGRADE TO EXISTING REUSE PUMP STATION
ARPA FEDERAL GRANT FUNDED PROJECT**

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****Submit documents with Bid***

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Invitation to Bid, Legal Advertisement

The City of Ocoee, Florida (the “City”) is soliciting sealed Bids for the following project: **ITB #23-001 Upgrade to Existing Transfer Pump Station and Upgrade to Existing Reuse Pump Station- ARPA Federal Grant Funded Project**. Bid packages will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 pm, local time, on November 29, 2022**. Bids received after that time or through any other method will not be accepted under any circumstances. Bids that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Bid-Meetings>. All questions regarding this ITB shall be in writing to Shannon Hopper, Purchasing Technician, Finance Department/Purchasing shopper@ocoe.org. A non-mandatory Pre-bid conference and site visit is scheduled for **November 10, 2022 at 10:00 a.m.**, local time, at the City of Ocoee Utilities Administration Building, 1800 AD Mims Road, Ocoee, FL 34761. Prospective Bidders may secure a copy of the documents required for submitting a bid at no charge through Bonfire by accessing the City’s published solicitation page at <https://ocoe.bonfirehub.com>. For more information, visit <https://www.ocoe.org/323/Purchasing>. Prospective Bidders will be provided with all information regarding this ITB, addenda, and changes to the project requirements through the Bonfire e-Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, October 23, 2022.

**CITY OF OCOEE
INVITATION TO BID
ITB #23-001
UPGRADE TO EXISTING TRANSFER PUMP STATION
AND
UPGRADE TO EXISTING REUSE PUMP STATION –
ARPA FEDERAL GRANT FUNDED PROJECT**

INTENT:

The City of Ocoee, Florida (the “City”, “Owner”) is soliciting sealed Bids for following project: **ITB #23-001 Upgrade to Existing Transfer Pump Station and Upgrade to Existing Reuse Pump Station - ARPA Federal Grant Funded Project**. The Project is one of the City’s designated utilities projects federal grant funded through the American Rescue Plan Act (ARPA) / Coronavirus State and Local Fiscal Recovery Funds (SLFRF). Sealed bids for **ITB #23-001** will be received by qualified persons, firms, corporations or agencies submitting a bid for the work proposed, hereinafter called “Bidder”, “Respondent”, “Contractor”, “Offeror”.

The proposed Contract will be for all labor, supervision, materials, equipment, supplies and incidentals for the Upgrade to Existing Transfer Pump Station and Upgrade to Existing Reuse Pump Station, as listed under the “Scope of Work/Bid Form” section of this Invitation to Bid.

BIDDING INSTRUCTIONS:

- A. Each Bidder shall furnish the information required on the bid form supplied and each accompanying sheet thereof on which an entry is made. Bids submitted on any other format shall be disqualified. Please check your prices before submission of bid, as no changes will be allowed after bid opening. Bids must be typewritten or handwritten using ink. Do not use pencil. No erasures are permitted. Mistakes may be crossed out and the correction typed adjacent and must be initialed and dated by the person signing the bid. Bid documents must be signed by a legally responsible representative, officer, or employee and must be properly witnessed and attested. All bids should also include the name and business address of any person, firm, or corporation interested in the bid, either as a principal, member of a firm, or general partner. If the Bidder is a corporation, the bid should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.
- B. Prospective Bidders may secure a free copy of the documents required for submitting a Bid through the Bonfire platform by accessing the City’s published solicitation page at <https://ocoe.e.bonfirehub.com>. Please visit <https://www.ocoe.e.org/323/Purchasing> for more information. Prospective Bidders will be provided with all information regarding this ITB, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use the Bonfire platform. Partial sets of the documents required for submitting a Bid will not be issued.

The City is **ONLY** accepting electronic solicitation responses online through the City’s Bonfire platform at <https://ocoe.e.bonfirehub.com>. This link can also be accessed through the City’s website at <https://www.ocoe.e.org/323/Purchasing> under the **Current Open Solicitations** menu. All Bid submissions for this ITB **MUST** be submitted through the Bonfire Platform. Bid submissions received in any other format will not be accepted; no

paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. You will be required to register once you click the "PREPARE YOUR SUBMISSION" in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at <https://ocoe.bonfirehub.com> by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. **Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock responses upon the bid deadline.** A virtual public bid opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

- C. **Pre-Bid Conference / Site Visit:** The non-mandatory pre-bid conference and site visit is scheduled for Thursday, November 10, 2022 at 10:00 a.m. local time. Although the conference is non-mandatory, this will be the only date and time the site will be open and available for inspection due to its secure location. The Pre-bid conference will begin at the City of Ocoee Utilities Administration Building located at 1800 AD Mims Road, Ocoee, FL 34761, then proceed to the secure site location. All questions shall be in writing and submitted as specified in the following paragraph.
- D. The City will receive questions regarding this ITB through the Bonfire Platform or through written inquiries directed to Shannon Hopper, Purchasing Technician at shopper@ocoe.org. Deadline for receipt of written inquiries will be **November 15, 2022 at 2:00 p.m., local time**. Any clarifications/changes will be made by way of written addenda only, issued by the Finance Department/Purchasing. Bidders should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this ITB before the Bid award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.
- E. Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received and by Bonfire no later than **2:00 p.m., local time, on November 29, 2022**. Any attempt to submit a bid after the bid deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will

be resolved against the Bidder. It shall be the sole responsibility of the Bidder to have the bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time.

File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

- F. All Bidders shall thoroughly examine and become familiar with the Bid Documents and carefully note the items which must be submitted with the bid, such as:
 - a) Bid Security in the form of a Bid Bond, Cashier's/Certified check
 - b) Bid Form
 - c) Installation Instructions
 - d) Questionnaire
 - e) Required forms listed on the Table of Contents with an asterisk (*)
 - f) Any other information specifically called for in these Bid Documents.
- G. **Submission of a bid shall constitute an acknowledgment that the Bidder has complied with Paragraph F.** The failure or neglect of a Bidder to receive or examine a bid document shall in no way relieve the bidder from any obligations under its bid or the contract. No claim for additional compensation that is based upon a lack of knowledge or understanding of any of the Contract Documents or the Scope of Work will be allowed. All items quoted shall be in compliance with the Bid Documents/Scope of Work.
- H. Any response by the City to a request by a prospective Bidder for clarification or correction will be made in the Bonfire ITB file or in the form of a written addendum, which will be distributed via Bonfire not later than twenty-four (24) hours before bid opening. It shall be the responsibility of each Bidder to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning date and time of bid opening at any time up to the date and time set for bid opening. **In case any Bidder fails to acknowledge receipt of any such Addendum, its bid will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a bid will constitute acknowledgment of the receipt of the Bid Documents and all Addenda.** Only interpretations or corrections provided by written Addenda shall be binding on the City. Bidders are cautioned that any other source by which a Bidder receives information concerning, explaining, or interpreting the Bid Documents shall not bind the City.
- I. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid:

- a) Submission of more than one (1) bid for the same work by an individual, firm, partnership or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;
- b) Evidence of collusion between or among Bidders;
- c) Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work;
- e) Failure to provide the required Bid Security;
- f) Failure to comply with state licensing requirements;
- g) Proposing a sub-standard exception to the specifications; or
- h) Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its bid.

J. FEDERAL GRANTS:

The City will use Sam.gov to check for any disbarment/suspension of all responding Bidders. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of the contract. **Bidder should submit the attached form (Exhibit "L") with its bid. The successful Bidder will be required to submit this form prior to award.**

All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 C.F.R. Section 200.317 – 327.

The Federal Government is not a party to any resulting contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this contract. In the event of a conflict between the City's Purchasing Policy, codified at Chapter 21 of the City's Code of Ordinances, and Federal Code, the more restrictive rule shall prevail.

Proper documentation as required by the American Rescue Plan Act (ARPA), per the attached federal requirements and corresponding forms.

Media Interaction - The contractor, including all sub-contractors, will not provide any information to the media without the expressed written permission of the City's Utilities Director. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official will be directed to the City's Utilities Director. The Contractor will ensure this guidance is disseminated to all employees and sub-contractors on the project

Federal Seal, Logo and Flags - The contractor shall not use the Federal agency's seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific Federal pre-approval.

Contractor shall comply with the Energy Policy and Conservation Act (42 U.S.C. section 6201). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. By entering into this contract, the awarded bidder is obligated to comply with the provisions of § 448.095, Fla. Statutes, "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

RETENTION OF RECORDS FOR ARPA PROJECTS The U. S. Department of Treasury requires records to be maintained for a period of five years for the ARP/CSLFRF award. Contractor shall retain all records for ARPA projects and make available upon request for a period of five (5) years following final payment to the contractor.

- K. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award to provide any goods or services to a public entity, may not submit a bid on an award 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 award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See s. 287.133(2) (a), Florida Statutes.]
- L. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.
- M. **PUBLIC RECORDS COMPLIANCE.** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:
1. Keep and maintain public records required by the City to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under § 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761

- N. The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by specific limitations. The City may accept one or more bids if, in the City's discretion, the City determines that it is in the City's best interest to do so. The City may accept or reject any proposed equal specification product.**

The City reserves the right to award the contract to the Bidder which, in the City's sole discretion, is the most responsive and responsible. The City reserves the right, as an aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids for acceptance and award.

END OF SECTION

ITB #23-001 GENERAL TERMS & CONDITIONS:

1. BID SECURITY:

- a) Each Bid must be accompanied by Bid Security in the form of a Cashier's/Certified Check upon an incorporated bank or trust company **or** a Bid Bond in an amount equal to five percent (5%) of the amount of the bid and submitted on the attached Bid Bond Form. A combination of any of the former is not acceptable. Cash will not be accepted as Bid Security. The Bid Security is submitted as a guarantee that Bidder, if awarded the Contract, will after written notice of such award, enter into a written Contract with the City and as a guarantee that Bidder will not withdraw its bid for a period of ninety (90) days after the scheduled closing time for the receipt of bids, in accordance with the accepted bid and bid documents. Please note checks will be deposited.
- b) A copy of the bid security is to be included with the bid submitted electronically Bonfire. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Shannon Hopper, Purchasing Technician, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original will cause your bid to be deemed non-responsive.
- c) In the event of withdrawal of said bid within ninety (90) days following the opening of bids, or respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the bid invitation after issuance of Notice of Intent to Award by the City, then such respondent shall be liable to the City in the full amount of the check or bid bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the bid bond as liquidated damages and not a penalty.
- d) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.
- e) The cost of the required bond and required insurance coverage is to be included in Bidder's overhead and is not eligible for reimbursement as a separate cost by the City.
- f) The checks of the three (3) most favorable respondents will be returned within three (3) days after the City and the successful respondent have executed the contract for work or until the 91st day after bid opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of bids. Bid Bonds will be returned upon request following the same criteria as a check.

2. PERFORMANCE AND PAYMENT BONDS:

- a) The Successful Bidder shall furnish the City with a State of Florida 100% Performance and a 100% Payment Bond written by a Surety Company acceptable to the City. Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond. The attached Performance and Payment Bond Forms shall be used, attached hereto as Exhibit "O1" and "O2".
- b) The cost of the Performance and Payment Bonds shall be borne by the Successful Bidder. The performance and payment bonds shall be written by a surety company listed on the U.S. Treasury, Fiscal Service, Bureau of Governmental Financial

Operations, (latest review) entitled “Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies” and approved by the City. The bonds shall be accompanied by duly authenticated or certified documents, in duplicate, evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bonds. The date of the certification cannot be earlier than the Agreement.

3. **DEFAULT:**

As a result of bids received under this ITB, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other Contract Documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City’s rights and remedies hereunder.

4. **PATENT INDEMNITY:**

Except as otherwise provided, the successful Bidder agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Bidder and persons employed or utilized by Bidder in the performance of the construction contract.

Further, Bidder shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

5. **PRICING:**

Pricing shall be provided as indicated on the Bid Form attached as Exhibit B, to include any alternate bids. Note that alternate bids will not be accepted unless specifically called

for on the Scope of Work and/or Bid Form. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct. Cost of preparation of a response to this bid is solely that of the bidder and the City assumes no responsibility for such costs incurred by the bidder.

The Bid Form shall not be completed in pencil. All entries on the Bid form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Bidder to clarify an illegible entry on the Bid Form. If the Bid Form requires that the Bid price, or constituent portions of the Bid price, be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Bid form should be provided by the Bidder and be correctly computed. If there is an arithmetical conflict, between the unit price stated by the Bidder on the Bid Form and the total price stated by the Bidder on the Bid Form, the unit price stated by the Bidder on the Bid Form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Bid Form to calculate the total price, utilizing the unit prices that have been identified by the Bidder. The taking of such action by the City shall not constitute grounds for the Bidder to withdraw its bid nor shall it provide a defense constituting discharge of the bid bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error or other irregularity that may appear on the Bid Form. However, the City reserves the right to reject as non-responsive Bid forms that are incomplete or contain information that is not required

- a) Bidder represents that the article(s) to be furnished under this ITB is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.
- b) The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- c) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor;
- d) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
- e) Bidder warrants the prices set forth herein do not exceed the prices charged by the Bidder under a contract with the State of Florida Purchasing Division; and
- f) Bidder agrees that supplies/services furnished under this quotation, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

6. DISCOUNTS:

- a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of bids. However, offered discounts will be taken for less than 30 days if payment is made within discount period.

- b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. **INSTALLATION INSTRUCTIONS:**

In order to confirm the Bidder's ability to support the installation of the equipment specified, the Bidder shall provide installation instructions in a written format. These instructions shall be in great enough detail to clearly demonstrate the steps needed to perform the installation of the equipment specified.

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of bid opening, same will be disposed of in the best interest of the City.

8. **AWARD CRITERIA:**

The contract will be recommended to be awarded to the overall lowest most responsive and responsible Bidder according to the following criteria:

- Compliance with scope of work, specifications, terms, and conditions
- Bid price
- Warranty offered
- Required experience with similar work
- Successful reference check
- Approved Subcontractor/Installer
- Approved Proposed Equal Product. The City will make the sole determination of whether or not the proposed equal product is approved. Bidder shall have no recourse if its proposed equal product is rejected by the City.

9. **LITERATURE:**

If required by the scope of work or the specifications, descriptive literature/brochures shall be included with this bid in order to properly evaluate make/model offered. Bids submitted without same may be considered non-responsive and disqualified.

10. **BID PROTESTS:**

All Bid Protests shall be submitted to the Purchasing Technician at shopper@ocoe.org with a copy to the Procurement Manager at jtolbert@ocoe.org in the following manner:

1. Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
4. The bid protest **shall** be filed with the Purchasing Technician with a copy to the Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
5. The Procurement Manager or Purchasing Technician, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. PAYMENT TERMS:

Payment will be based upon monthly applications for payment properly submitted by the Contractor to the Owner and based upon the percentage of work complete. Retainage shall be five (5) percent of work to date based on the progress payment, including all change orders. All retainage amounts shall be paid when the work is complete, unless otherwise stated in the contract. Payment for all applications for payment for work properly completed shall be made, not later than the Twenty-fifth (25th) business day after the date on which the properly submitted Application For Payment is initially received by the Owner.

No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services, have been received and accepted by the City in the quality and quantity ordered.

Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.

The City of Ocoee, Florida has the following tax exemption certificates assigned:

- Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and
- Pursuant to Chapter 212, Florida Statutes, the City is exempt from federal excise, state, and local sales taxes.

12. CONTRACT:

- a) The successful Bidder, hereinafter referred to as “Contractor,” will be required to enter into a contract with the City. The contract shall be a written agreement similar to the ASCE standard construction contract or City-issued purchase order. Construction time will be fifteen (15) calendar days from the Notice to Proceed for substantial completion and thirty calendar (30) days from the Notice to Proceed for final completion. Draft contract attached.
- b) The City may in its sole discretion award any additional work, whether in the existing area, or in any additional area, to any third party, or such work may be performed by the City’s employees. Contractor will be expected to cooperate with any or all other Contractors who may be performing work for the City.

13. SAFETY/OSHA REQUIREMENTS:

The Bidder guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

- a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910, General Industry Standards, that are applicable in construction work.
- b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
- c) Contractor must assure that a certified first aid person is designated, phone numbers of physicians, hospital and ambulance services are posted (copy to Personnel Director, City of Ocoee) and that a first aid kit is available.
- d) All individuals are required to wear hard hats on all construction sites.
- e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
- f) Observe the speed limit on City property.
- g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
- h) Scaffolds shall have guard rails on all open sides and secured to prevent displacement.
- i) Powder actuated stud guns or low velocity and/or similar powder actuated tools require eye and ear protection as well as to ensure that all unauthorized personnel are well clear.
- j) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
- k) All heavy equipment must have, where applicable, (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (3) fire extinguisher, (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
- l) Construction material shall not be stored so as to block exits.
- m) Ground fault circuit interrupters are required on all electrical circuits not part of the permanent wiring of the building.
- n) Personal fall protection must be provided at elevations exceeding ten (10) feet.
- o) Per City Ordinance, any Contractor using construction dumpsters within the City of Ocoee must obtain these services through the City's Franchisee.

14. DRUG-FREE WORKPLACE:

Provide a statement concerning the Bidder's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Bidder must complete and submit the attached Drug-Free Workplace Form with bid.**

15. **CERTIFICATION OF NON-SEGREGATED FACILITIES:**

Bidder certifies that Bidder does not and will not maintain or provide for Bidder's employees any segregated facilities at any of Bidder's establishments and that Bidder does not permit Bidder's employees to perform their services at any location, under Bidder's control, where segregated facilities are maintained. Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking facilities provided for employees which are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Bidder agrees that (except where Bidder has obtained identical certification from proposed contractors for specific time periods) Bidder will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that Bidder will retain such certifications in Bidder's files. **Bidder must complete and submit the attached Certification of Non-segregated Facilities Form with bid.**

The non-discriminatory guidelines as promulgated in § 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

16. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:**

Bidder declares by submission of a bid package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project. **Bidder must complete and submit the attached Non-Collusion Affidavit with bid.**

Bidder certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, the Bidder agrees to immediately notify the City in writing. **Bidder must complete the attached Conflict of Interest Disclosure Form and submit with bid.**

Bidder further declares that a careful examination of the scope of services, instructions,

and terms and conditions of this bid has occurred, and that the bid is made according to the provisions of the Bid Documents, and will meet or exceed the scope of services, requirements, and standards contained in the Bid Documents.

Bidder agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Bidder offers and agrees that if this negotiation is accepted, Bidder will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder. The bid constitutes a firm and binding offer by Bidder to perform the services as stated.

17. **PUBLIC ENTITY CRIME STATEMENT:**

All invitations to bid as defined by § 287.012(16), Florida Statutes, requests for proposals as defined by § 287.012(23), Florida Statutes, and any contract document described by § 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of § 287.133, Florida Statutes, which reads as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

All Bidders who submit a Bid or Proposal to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the bid documents are qualified to submit a bid pursuant to Florida Statutes 287.133 (2)(a).

18. **SCRUTINIZED COMPANIES:**

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that the Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the

claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. **Bidder must include the attached Certification Regarding Scrutinized Companies' Lists Form.**

19. **PERMITS/LICENSES/FEES:**

- a) Any permits, licenses or fees required will be the responsibility of the contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
- b) The City requires a City of Ocoee registration if permitting is required. Please contact the City's Building Department directly for information concerning this requirement at (407) 905-3100.
- c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the contractor.

20. **INSURANCE REQUIREMENTS:**

The 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 in accordance with Ch. 440 of the Florida Statutes.

- a) 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.
- b) 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

- c) 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:
- 1) Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile 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
 - 2) Comprehensive General Liability (Occurrence Form) - this policy is to name the City of Ocoee as an additional insured and indicate that the insurance of the Contractor is primary and non-contributory.
 - \$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
 - 3) 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.
 - 4) 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.
 - 5) 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: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY OF OCOEE SHALL BE NAMED AS ADDITIONAL INSURED.
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 AGGREGATE
 - 6) Commercial Umbrella:
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 Aggregate
 - Including Employer's Liability and Contractual Liability

7) Builders Risk:

- \$100,000 Any (1) Location
- \$1,000,000 Any (1) Occurrence

8) Certificates of Insurance: Certificate of Insurance Form (see sample), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Technician. This certificate shall be dated and show:

- i) The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
- ii) Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

ACORD CERTIFICATE OF LIABILITY INSURANCE				OP ID JC PAGE-1	DATE (MM/DD/YYYY) 11/04/04
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Contractor's Name Address					
		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A: AM Best Rating A- or Better			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC				PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
X	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
X	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC: \$ AUTO ONLY: AGG \$
X	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ 1,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 2,000,000
	☐ DEDUCTIBLE				\$
	RETENTION \$				\$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☒ WC STATIS-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500,000
	OTHER				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	Builders Risk				E.L. DISEASE - POLICY LIMIT \$ 500,000 Any 1 Loc 100,000 Any 1 Occ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.					
CERTIFICATE HOLDER		CANCELLATION			
Ocoee01 City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761-2258		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

ACORD 25 (2001/08)

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SAMPLE

21. BRAND NAME OR EQUAL:

- (a) If items called for by this invitation for bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products (including products of a brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics and requirements listed in the invitation.
- (b) Unless the bidder clearly indicates in his/her bid that he/she is offering an “equal” product, his/her bid shall be considered as offering the brand name product referenced in the invitation for bids.
- (c)(1) If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determinations to equality of the product offered shall be the responsibility of the City of Ocoee and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the City of Ocoee. To ensure the sufficient information is available, the bidder must furnish as a part of his/her bid all description material (such as cuts, illustrations, drawings, or other information) necessary for the City of Ocoee to: (i) determine whether the product offered meets the salient characteristics requirements of the invitation for bids, and (ii) established exactly what the bidder proposed to furnish and what the City of Ocoee would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or information otherwise available to the City of Ocoee.
- (2) If the bidder proposes to modify a product so as to make it conform to the requirements of the invitation for bids, he/she shall: (i) include in his/her bid a clear description of such proposed modification, and (ii) clearly mark any description material to show the proposed modifications.
- (3) Modifications proposed after the bid opening to make a product conform to a brand name product referenced in the invitation for bids will not be considered.

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CITY OF OCOEE
ITB #23-001
UPGRADE TO EXISTING TRANSFER PUMP STATION
AND
UPGRADE TO EXISTING REUSE PUMP STATION –
ARPA FEDERAL GRANT FUNDED PROJECT

SCOPE OF WORK / SPECIFICATIONS

1.0 GENERAL

1.1 SCOPE OF WORK

- a) The City's WWTP Reuse and Transfer Pump stations consist of (4) short set vertical transfer pumps at the WWTP Transfer Pump station and (4) split case pumps at the WWTP Reuse building. The upgrade project involves the removal and installation of new pumps, appurtenance, pump stands and grouting, VFD's (if applicable), panel components, and the application of protective coatings. All work shall consider the plants need to stay operational during construction.

This work involves complicated construction and close coordination between installation and integration to allow for no time loss between start-up and automation with the City's PLC and SCADA. The City will only consider bids from companies with prior experience in the installation and integration at municipal or industrial treatment facilities, of similar size and scope, that include similar types of PLC applications. Each bidder must furnish examples of relevant experience on the Questionnaire. For each example project, the Bidder must provide a description of the project, its location and a contact person who is willing and able to discuss the Bidder's performance of that project.

- b) Bidder to furnish all labor, materials, equipment and incidentals required for the complete upgrade of the Transfer and Reuse pump stations without assistance from City staff not involved in this scope
- c) Upgrade Project components shall include, but not be limited to, the following brand name or approved equal items: (4) short set vertical pumps, (4) 30Hp vertical Motors, (4) split case 5x4" WILO pump skids with 50Hp motor, (4) new Danfoss 75Hp VFD's, (4) 10" gate valves, (4) 5" gate valves, (4) 4" gate valves.
- d) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of a brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics and requirements listed in the invitation.

1.2 QUALIFICATIONS

- a) Due to Homeland Security requirements to assure unity of responsibility, all integration and instrumentation shall be installed by the City's contractor for the City of Ocoee's PLC and SCADA systems.
- b) Contractor shall coordinate all programming with sub-contractors to aid in the seamless transition to new components within the time constraints as set forth in the Scope of Work of the ITB.

1.3 WARRANTY

The Contractor shall provide the manufacturer's written warranty against any and all defects in materials and workmanship. Manufacturer shall warrant the goods provided by the Manufacturer to be free from defects in materials and workmanship under normal conditions and use for a period of one (1) year from the date the goods are put into service, or eighteen (18) months from shipment of equipment, whichever first shall occur. This warranty shall not apply to any goods or part which has been altered, applied, operated or installed contrary to the Manufacturer's instructions or subject to misuse, chemical attack/degradation, negligence or accident.

1.4 OPERATING INSTRUCTIONS

- a) Operation and maintenance manuals shall be furnished. The manuals shall be prepared specifically for this installation and shall include all required cuts, drawings, equipment lists, description, etc., that are required to instruct operation and maintenance personnel unfamiliar with such equipment.
- b) The installing contractor, who has complete knowledge of the proper operation and maintenance of the equipment, shall be provided to instruct representatives of the Owner on proper equipment operation and maintenance. This work shall be conducted in conjunction with the installation of the pumps and motors.

1.5 TOOLS

Special tools, if required for the normal operation and maintenance of the equipment, shall be furnished to the Owner.

1.6 PRODUCT HANDLING

All parts shall be properly protected so that no damage or deterioration shall occur between any prolonged delay from the time of shipment and the time that the installation is completed and the equipment is ready for operation. On-site precautions must be taken by the Owner to ensure adequate protection during storage. This shall include the Owner providing dry storage of the equipment shipments, prior to installation.

2.0 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

The specifications for equipment and controls under this section supersede specifications for equipment and controls specified elsewhere in the contract documents. Purchased components such as gear reducers, pumps, motors and valves, shall be provided with standard recommended manufacturers paint, unless otherwise specified within this section.

2.2 TRANSFER STATION

2.2.1 GENERAL

- a) All equipment for the pumps, including motors, discharge heads and couplings, shall be furnished as a complete unit by the pump supplier. The Pump Data Sheet included in this section shows the minimum pump requirements that are acceptable.
- b) The pumps and motors shall be rated for continuous duty and shall be capable of pumping the specified flow range without cavitation or excess vibration. The pumps shall not infringe upon the motor service factor at any point on the full speed curve.
- c) Stainless steel data plates shall be attached to each pump and shall include the name of the manufacturer, the rated capacity, head, speed, serial number, model number and all other pertinent data.
- d) Stainless steel nameplates with the name of the manufacturer, serial number, model number, horsepower, speed, voltage, amperes, and all other pertinent data shall be attached to each motor.
- e) The pumping equipment shall be as manufactured by Goulds Water Technology or approved equal.

2.2.2 Pump Data/ Materials

Pump Manufacturer:	Goulds (or approved equal)
Model:	VIT-CATM Size: 12FDH0-1 Stage
Service:	Transfer Pump
Location:	Outdoors
Position:	Vertical Turbine
Driver:	Constant Speed
Shaft Sealing:	Mechanical Seal
Specific Gravity:	1.0
Capacity:	1757 gpm

Pump Head:	49.40 ft.	
Pump Efficiency:	80%	
NPSH Required:	21.10 ft.	
Maximum Motor Speed:	1770 rpm	
Minimum Motor Size:	30 hp	
Minimum Shut-Off Head:	82 ft.	
Discharge Head:	Cast Iron	A48 Class 40
Motor Coupling:	416SS	
Seal:	Packing/Stuffing Box	
Soleplate:	Steel	
Column Pipe:	Steel	A53 Gr. B
Bowl:	Cast Iron	A48 Class 30
Impeller:	316SS	316SS
Suction Bell:	cast iron	A48 Class 30
Collets:	316SS	A276 Type 316
Wetted Hardware:	316SS	A276 Type 316
Head Shaft:	416SS	
Pump Shaft:	416SS	
Bowl Shaft:	416SS	
Stuff Box Bearing:	Bronze	Alloy 932
Line Shaft Bearing:	Rubber	C425-65
Bearing Spider:	Bronze	Alloy 838
Bowl Bearing:	Bronze	Alloy 932
Line Shaft Coupling:	416SS	A276 Type 316

2.2.3 Pump Construction

- a) Bowl Assembly: The pump bowls shall be close-grained cast iron, free from blow holes, sand holes, and all other faults, and be accurately machined and fitted. Bowl bolting shall be 316 stainless steel. Water passages shall be lined to reduce friction losses. The impellers shall be 316SS. The impellers shall be dynamically balanced and certificates of balance shall be furnished. Impellers shall be securely fastened to the pump shaft by stainless steel collets. The pump shaft shall be fully machined. It shall be supported by zincless bronze bearings above and below each impeller.
- b) Column Assembly: The line shafts shall be 416 stainless steel and shall be turned, ground, and polished precision shafting. The butting faces shall be machined

square to the axis of the shaft with a maximum permissible axial misalignment of the thread axis with the shaft axis of 0.002" in 6". Maximum runout in 10' shall not exceed .005". The line shaft couplings shall be manufactured of type 416 stainless steel. The line shaft bearings shall be 70 minimum shore hardness neoprene, snap-in type, internally spiral grooved to flush out sand and other abrasives, and mounted in bearing retainers. Column pipe shall be threaded.

- c) Discharge Head: The discharge head shall be cast iron with 125 lb. flat face flanges. The discharge flange shall be 6".

2.2.4 Motors

The motors shall be vertical hollow shaft, WP1, premium efficiency, 460-volt, 50 deg. C ambient, with non-reverse ratchet, space heaters. The motors shall be manufactured by Siemens, GE, Emerson, or approved equal. The motor shall be sized so that the service factor is not infringed upon throughout the full speed performance curve of the pumps. All motors shall be dynamically balanced and balance certificates shall be furnished. Motors that are 75 hp or less shall have a short commercial test and motors that are 100 hp or larger shall have a complete initial test. Test data and certificates shall be furnished.

2.3 REUSE PUMPS

2.3.1 GENERAL

- a) All equipment for the pumps, including motors, discharge heads and couplings, shall be furnished as a complete unit by the pump supplier. The Pump Data Sheet included in this section shows the minimum pump requirements that are acceptable.
- b) The pumps and motors shall be rated for continuous duty and shall be capable of pumping the specified flow range without cavitation or excess vibration. The pumps shall not infringe upon the motor service factor at any point on the full speed curve.
- c) Stainless steel nameplates with the name of the manufacturer, the rated capacity, head, speed, serial number, model number and all other pertinent data shall be attached to each pump.
- d) The pumping equipment shall be as manufactured by WILO Co. (or approved equal) and come as a full base mounted unit with Motor.

2.3.2 Pump Data/ Materials

Pump Manufacturer:	WILO (or approved equal)
Model:	WILO SCP Base mounted Split Case Pump NL – 5x4x14
Service:	Split Case

Location:	Indoors
Position:	Horizontal
Driver:	Constant Speed
Shaft Sealing:	Mechanical Seal
Capacity:	800 gpm
Pump Head:	150 ft.
Maximum Motor Speed:	1800 rpm
Minimum Motor Size:	50 hp
Motor Coupling:	TB Woods JE 7-9
Seal:	Mechanical Seal
Soleplate:	N/A
Impeller:	ASTM B548 Cast Bronze
Wetted Hardware:	316SS A276 Type 316
Head Shaft:	416SS
Pump Shaft:	AISI 316 SS
Shaft Seals:	AISI 316 SS

2.3.3 Pump Construction

- a) Pump Housing: Shall be constructed of Cast Iron (ASTM A48 Class40), shall be assembled with ASME B16.1 Class 125 Flange Connections and shall come equipped with a drain plug. Casing supports shall allow for the removal and replacement of rotating assembly without disconnecting piping or requiring realignment.
- b) Pump Seal: Shall be an externally flushed mechanical seal with ceramic seat of 99.5% pure alumina oxide and shall have either a hardness of 68 Rockwell C or a tensile strength of 300,000 PSI. Replaceable sleeves under mechanical seal shall be AISI 410 SS and completely cover the wetted area. Pump seals shall be suitable for continuous operation at 250 degrees.
- c) Mounting/Base Frame: Shall be of structural steel or fabricated steel channel with fully enclosed sides and ends and securely welded cross members. Existing grout and base areas shall be completely removed and new bases poured to visually demonstrate a seamless transition from base/grout to skid frame.
- d) Conversion of Reuse pump #1 (jockey pump) from a 4x3 pump to a 5x4 pump will require new appurtenance from the main discharge line to the 8" elbow coming from the tank supply. The conversion shall include new spool pieces, check valves, expansion couplers and the removal of the existing 12x6 Tee to a 12x8 Tee to match the other pumps.

2.3.4 Motors and VFD

The motors shall be horizontal mount 326T frame motor part of the required skid, premium efficiency, 460-volt, 50 deg. C ambient, with non-reverse ratchet, space heaters. The motors shall be manufactured by Toshiba, US Motors, Siemens, GE, or Emerson, or approved equal. The motor shall be sized so that the service factor is not infringed upon throughout the full speed performance curve of the pumps. All motors shall be dynamically balanced and balance certificates shall be furnished. Motors that are 75 hp or less shall have a short commercial test and motors that are 100 hp or larger shall have a complete initial test. Test data and certificates shall be furnished. All VFD Units shall be a minimum of 75 hp to allow for the addition of larger pumps if the utility deems necessary, shall all be manufactured by Danfoss, which is the City standard of VFD, and shall be integrated to existing SCADA system by City approved contractors (Contractors shall be approved based on security concerns with our SCADA system in combination with familiarity with our existing systems). VFD installation shall be aesthetically pleasing, uniform in size and all conduit and connections shall be seamless and in-line.

3.0 SERVICES

3.1 INSTALLATION SERVICES

- a) The Contractor shall complete services to 50% of the existing transfer pumps and 50% of the existing reuse pumps and have them installed and in complete operation within five (5) days of the system being off-line. All necessary appurtenance and electrical equipment shall be on-site and in place before removing existing units from the system.
- b) After both transfer and reuse pumps have been in place and in successful operation overnight, the second half of the install may begin with the same time and installation guidelines from the paragraph above.
- c) Walkthrough inspection with the contractor will be conducted to assure that pumps, motors, VFD units, and related appurtenance are secure according to plant design and manufacturer specs. Upon the completion of this inspection a punch list for completion will be provided to the contractor within 24 hours.
- d) All debris and used equipment shall be either placed in the department provided dumpsters or metal scrap pile. No City equipment or labor will be provided for the completion of this project.
- e) Repair of the concrete bases and grout work shall be completed and approved by City staff before the job can be considered complete.
- f) City approved coating of motors, pumps, appurtenance, pump bases, safety guards and valves shall be completed by the contractor before the completion of the project. Contractor shall provide quantity needed 1 month before work commences and the City will provide the coating material.

4.0 FACTORY TEST/COATINGS

- a) Each pumping unit, with a calibrated factory test motor, shall be given a non-witnessed single speed factory performance test to provide assurance that the unit meets all specifications. Tests shall be performed in accordance with Hydraulic Institute Standards.
- b) All pumps heads, column pipes, pump bowels and check valves, both interior and exterior, shall be coated with an NSF approved epoxy paint to 16 mils DFT.
- c) Contractor shall prime and paint all exterior pump, motor, and check valves after installation with City supplied enamel paint.
- d) Contractor shall provide (2) paper copies and separate digital copies of all manuals, asbuilt drawings, pump curve data, maintenance instructions and warranty information of all installed equipment. Information shall be mailed to:

City of Ocoee Utility Administration
1800 AD Mims Rd.
Ocoee, FL 34761
Attn: Facility Department

(Remainder of page intentionally left blank.)

**EXHIBIT “A”
QUESTIONNAIRE**

DATE: _____

PROJECT IDENTIFICATION: ITB#23-001 UPGRADE TO EXISTING TRANSFER PUMP STATION
AND UPGRADE TO EXISTING REUSE PUMP STATION –
ARPA FEDERAL GRANT FUNDED PROJECT

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

TELEPHONE NO.: _____ EMAIL: _____

CONTRACTOR'S LICENSE NO AND STATE ISSUED (PROVIDE COPY): _____

SUNBIZ REGISTRATION NUMBER: _____

This questionnaire is intended to provide descriptive information about Bidder and to offer the opportunity for Bidder to demonstrate its compliance with the minimum requirements of this Invitation to Bid. With regard to Bidder's qualifications, the answers provided in this section should apply to both the supplier and the installer. The relevance and quality of prior experience necessary to identify a responsive Bidder shall be judged solely by the City of Ocoee at its discretion and is not reviewable through the bid protest process. Resumes of key project team members and their expected role in the project should be attached to this section and included in the bid package submitted by the Bidder.

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business?

Bank or other financial references:

2. REFERENCES/EXPERIENCE: Describe and provide information regarding the last five (5) projects you have completed in the last five (5) years of similar in type, size, and nature as the one proposed, preferably with a governmental agency. Bidder must demonstrate the ability to perform services of similar complexity, nature, and size. For each project list the name of the project, contract performance dates, estimated total value of the contract, name and address of government agency or commercial agency, description of work performed, Bidder's role in the project, and special conditions

[illegible]

Have you ever failed to complete work awarded to you? If so, where and why?

Bidder certifies that Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

7. What equipment do you own that is available for the Work? List year, make & model of all equipment that will be used on City of Ocoee properties.

8. What equipment will you purchase for the Work? List year, make & model of all equipment that will be used on City of Ocoee properties.

9. What equipment will you rent for the Work? List year, make & model of all equipment that will be used on City of Ocoee properties.

11. State the true and exact, correct, and complete name under which you do business and give the company officer and the address of the office that will be responsible for the Work:

12. Bidder shall provide a detailed list of any proposed equals. List any exceptions, functional differences, or discrepancies between the Bidder's proposed system and the contract requirements or a statement that there are none.

13. SUMMARY OF LITIGATION: Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. Attach additional sheets if necessary.

14. ACKNOWLEDGEMENT OF ADDENDA:
Bidder acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

15. Installation Instructions: Bidder shall include installation instruction in written format.

Indicate whether or not you have included the required installation instruction with your Bid. Yes___ No ___

END OF SECTION

EXHIBIT "B"
BID FORM
ITB #23-001
UPGRADE TO EXISTING TRANSFER PUMP STATION
AND
UPGRADE TO EXISTING REUSE PUMP STATION
ARPA FEDERAL GRANT FUNDED PROJECT

Item No.	Quantity	Unit	Item Description	Unit Price	Extension
1.00	UPGRADE TO EXISTING TRANSFER PUMP STATION				
1.01	1	LS	Mobilization & Demobilization		
1.02	1	LS	Removal and Replacement of 50% of Transfer Station		
1.03	1	LS	Removal and Replacement of remaining 50% of Transfer Station		
1.04	1	LS	Grouting and Coating		
1.05	1	LS	Start Up and Commissioning		
Subtotal Transfer Pump Station =					
Item No.	Quantity	Unit	Item Description	Unit Price	Extension
2.00	UPGRADE TO EXISTING REUSE PUMP STATION				
2.01	1	LS	Mobilization & Demobilization		
2.02	1	LS	Removal and Replacement of 50% of Reuse Pumps		
2.03	1	LS	Removal and Replacement of remaining 50% of Reuse Pumps		
2.04	1	LS	Installation of VFD (complete with start-up)		
2.05	1	LS	Grouting and Coating		
2.06	1	LS	Start Up and Commissioning		
Subtotal Reuse Pump Station =					
TOTAL BASE BID =					

Units: LS = Lump Sum

NAME OF BIDDER: _____

BID PREPARED BY (PRINT) _____

SIGNATURE_____

EXHIBIT “C”
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: _____

Signature _____

By: _____
(Print or Type Name)

Title: _____

Date: _____

EXHIBIT "D"
CERTIFICATION OF NON-SEGREGATED FACILITIES

Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____, 20____. _____

By: _____

(Title)

Official Address (including Zip Code):



EXHIBIT “E”
BID CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in Bidder’s firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder certifies that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term “conflict of interest” “means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest”, and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Bid.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT "F"
NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn deposes and says:

1. He (it) is the _____
(Owner, Partner, Office, Representative or Agent)
of _____, the Bidder that has submitted the
attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees, or parties in interest, including this affidavit, have in any way, colluded, conspired,
connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a
collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted; or to refrain from bidding in connection with such Contract; or have in any manner,
directly or indirectly, sought by agreement or collusion, or communication, or conference with
any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder,
or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other
Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any
advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other
of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____

Title: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐
online notarization, this ____ day of _____, 20____, by _____ in the
state of _____ County of _____.

Notary Public

My Commission Expires: _____

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Ocoee, Florida by _____
(Entity)
by _____
(Print individual's Name & Title)
whose business address is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies)

____ Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH _____. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: _____

Name of Bidder (Contractor)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this _____ day of

_____, 20__.

Notary Public _____
My Commission Expires: _____

EXHIBIT “H”
Certification Regarding Scrutinized Companies’ Lists

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Bidder:_____

By:_____
(Authorized Signature)

Title:_____

Date:_____

EXHIBIT "I"

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I _____ have/ _____ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I _____ have/ _____ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date _____, 20____. By: _____
(Signature of Authorized Official)

(Name of Prospective Construction Contractor or Subcontractor)

(Address of Prospective Construction Contractor or Subcontractor)

(Telephone Number)

(Employer Identification Number)

EXHIBIT “J”

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company]_____, certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, [Company]_____, 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

EXHIBIT "K"
BID #23-001 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT
FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID # _____

____ Individual ____ Corporation ____ Partnership ____ Other (Specify) _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this
_____ day of _____, 20____.

Personally Known _____ or

Produced Identification _____

(Type of Identification)

Notary Public - State of _____

County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT “L”

SAM.GOV REGISTRATION INFORMATION

Per federal requirements, the City will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. Return the attached SAM.gov registration verification if you have already registered.

Bidder: _____

Unique Entity ID (UEI) number: _____

CAGE Code: _____

Physical Address: _____

Expiration date of Registration: _____

EXHIBIT “M”
**2 C.F.R. 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 effected and the basis for settlement.

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

(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 CFR 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 CFR 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or 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.

*See notes on the last page of this section regarding the application of the Davis-Bacon Act for ARPA funded projects.

(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 CFR 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 CFR § 401.2 \(a\)](#) and the recipient or subrecipient 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 subrecipient must comply with the requirements of [37 CFR 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 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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 exceeding \$100,000 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) [§ 200.323 Procurement of recovered materials](#) - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the

Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

END OF 2 C.F.R. APPENDIX II TO PART 200

*NOTE: For federal grant funded ARPA projects, the Davis-Bacon Act applies to infrastructure projects over \$10 million. Additionally, recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

Wage Determinations can be located at <https://sam.gov/content/wage-determinations>.

END OF SECTION

EXHIBIT "N"
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida, as
Owner, in the penal sum of, (5 percent of the Contract Bid) \$ _____

(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed, this _____ day of _____, 20 _____. The Condition of the
above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a
certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
ITB #23-001 UPGRADE TO EXISTING TRANSFER PUMP STATION AND UPGRADE TO
EXISTING REUSE PUMP STATION – ARPA FEDERAL GRANT FUNDED PROJECT
(Project).

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators,
successors and assigns to pay to Owner upon default of Bidder any damages, costs, or
expenses, including attorney's fees, incurred by Owner that are proximately caused by such
default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set
forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by
the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed
Agreement required by the Bidding Documents and any performance and payment bonds
required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding
Documents (or any extension thereof agreed to in writing by Owner) the executed
Agreement required by the Bidding Documents and any performance and payment
bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from
the time and date fixed for the opening of Bids (or any extension thereof agreed to in
writing by Bidder and, if applicable, consented to by Surety when required by
paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
---------	--

If Bidder is SOLE PROPRIETORSHIP , complete this signature block.	
_____	(1) _____
(Individual's Signature)	(Witness)
_____	(2) _____
(Individual's Signature)	(Witness)
doing business as _____	
_____	(SEAL)
(Business Address)	

(Telephone No.)	(Florida License No.)

If Bidder is PARTNERSHIP , complete this signature block.	
_____	(1) _____
(Partnership Name)	(Witness)
_____	(2) _____
(General Partner's Signature)	(Witness)

(General Partner's Name)	(SEAL)

(Business Address)	

(Telephone No.)	(Florida License No.)

If Bidder is CORPORATION , complete this signature block.	
_____	(1) _____
(Corporation Name)	(Witness)
_____	(2) _____
(State of Incorporation)	(Witness)
By: _____	
(Name of Person Authorized to Sign - See Note 1)	
_____	(SEAL)
(Title)	

(Authorized Signature)	

(Corporation President)	

(Business Address)	

(Telephone No.) (Florida License No.)	

SURETY

_____ (Surety Business Name) _____ (Principal Place of Business) By: _____ (Surety Agent's Signature - See Note 2) _____ (Surety Agent's Name) _____ (Surety Agent's Title) _____ (Business Name of Local Agent for Surety) _____ (Business Address) _____ (Telephone No.) (Bond No.)	Witness: (If agency is not a Corporation) (1) _____ (Witness) (2) _____ (Witness) Attest: (If Agency is a Corporation) _____ (Corporate Secretary Signature) _____ (Corporate Secretary Name) (Corporate Seal)
--	---

NOTES:

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF _____)

COUNTY OR CITY OF _____)

Before me, a Notary Public, personally came _____ known to me, and known to be the Attorney-in-Fact of _____, a _____ Corporation, which _____ (Surety Company) _____ (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said _____ were affixed by order and authority of said Company's Board of Directors, _____ (Surety Company)

and that the execution of the attached bond is the free act and deed of _____.
(Surety Company)

Given under my hand and seal this _____ day of _____, 20__.

(Notary Public)

My Commission Expires _____.

END OF SECTION

EXHIBIT "O1"
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____, (hereinafter referred to as "Principal"), and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of _____, (hereinafter referred to as "Surety"), and held and firmly bound unto the City of Ocoee, Florida, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of _____, for the payment of which sum well and truly made, Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of **ITB #23-001 UPGRADE TO EXISTING TRANSFER PUMP STATION AND UPGRADE TO EXISTING REUSE PUMP STATION – ARPA FEDERAL GRANT FUNDED PROJECT** (hereinafter referred to as the "Project") in accordance with the plans and specifications prepared by the City of Ocoee, dated October 23, 2022.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____Principal

By:_____ (SEAL)

_____ (Official Title)

_____Surety

By:_____ (SEAL)

_____ (Official Title)

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

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

END OF SECTION

EXHIBIT "O2"
Statutory Payment Bond
Pursuant to Florida Statutes, 255.05, et seq

.

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

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

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

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

The provisions of Florida Statutes, Section 255.05, et seq. are hereby incorporated herein by
reference and made a part of this payment bond including, but not limited to, the notice and time
limitation provisions in subsection (2). Any action instituted by a claimant under this bond for
payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2),
Florida Statutes.

(Remainder of page intentionally left blank)

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

_____(Seal)
(Principal)

By _____
(Name & Title)

(Signature)

Witness or Secretary's Attestation

_____(Seal)
(Surety)

By _____
(Name & Title*)

(Signature)

Witness or Secretary's Attestation

*Attach Power-Of-Attorney

END OF SECTION

EXHIBIT “P”
APPLICATION AND CERTIFICATION FOR PAYMENT FORM

Application No. _____ Progress Payment _____ Final Payment _____ P.O. No. _____

Contractor: _____ Contract Date: _____

Application Date: _____ For Period Ending _____

City Project No.: _____

Project Name: ITB #23-001 UPGRADE TO EXISTING TRANSFER PUMP STATION AND
UPGRADE TO EXISTING REUSE PUMP STATION

Construction Start Date: _____ End Date: _____

Construction Days – Total: _____ Elapsed: _____ Remaining: _____

1. Original Contract Amount \$ _____
2. Sum of Approved Change Orders to Date (from Table) \$ _____
3. Current Contract Amount (Sum of Lines 1 and 2) \$ _____
4. Total of Prior Pay Applications (including retainage) \$ _____
5. Amount of this Pay Application (including retainage;
from Bid Item Quantity Spreadsheet) \$ _____
6. Total Earned to Date (Sum of Lines 4 and 5) \$ _____
7. Total of Payments Made by City to Date \$ _____
8. Retainage Held from Prior Pay Applications \$ _____
9. Retainage to Be Held in this Pay Application \$ _____
10. Total Retainage Held to Date (Sum of Lines 8 and 9) \$ _____
11. Total Earned to Date less Retainage (Line 6 minus Line 10) \$ _____
12. Total Earned less Retainage for this Pay Application
(Line 5 minus Line 9) \$ _____
13. Total Amount to Be Paid by City for this Application
(Line 11 minus Line 7) \$ _____

Approved Change Orders

Change Order No.	Date Approved by City	Date Accepted by Contractor	Total Change in Contract Price
Total (Write in Line 2, above)			

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20____ _____
(Contractor)

By: _____
(Name)

(Title)

COUNTY OF _____

STATE OF _____

Before me on this _____ day of _____, 20____, by means of ☐ physical presence or ☐ online notarization _____, ☐ personally known to me or ☐ presented _____ as identification, who being duly sworn, deposes and says that he/she is the _____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Notary Public
My Commission Expires _____

Payment shown on Line 13 is recommended by City's Resident Project Representative and authorized by Owner:

By: _____
(Representative's Authorized Signature)

Date: _____

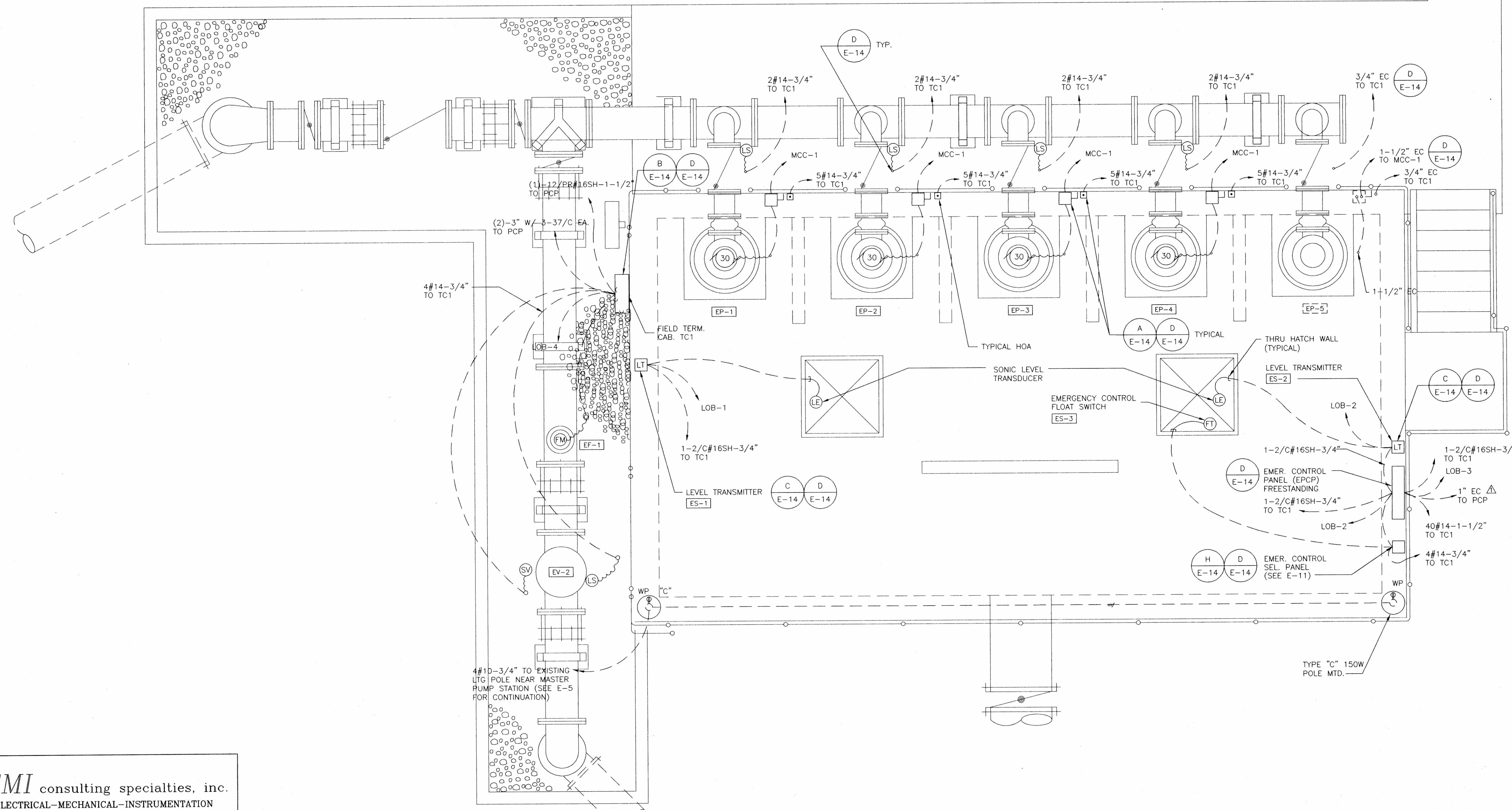
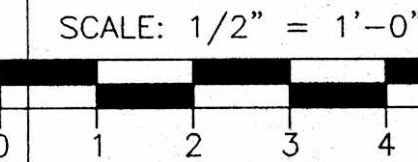
By: _____
(Owner's Authorized Signature)

Date: _____

(Title)

EXHIBIT “Q”

PLAN SHEETS E-4, E-6, E-7, M-1, M-2



EMI consulting specialties, inc.
ELECTRICAL-MECHANICAL-INSTRUMENTATION
(407) 359-0747

DESIGNED BY	REV.	DATE	DESCRIPTION
WCH	1	02-12-99	ADDENDUM NO. 1
DRAWN BY		03-03-99	CONFORMED
CHECKED BY			
APPROVED BY			

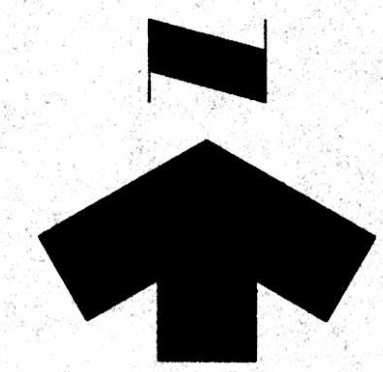
PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors
200 East Robinson Street, Orlando, Florida 32801
Suite 1560 Eola Park Centre 407/422-8062

CITY OF OCOEE, FLORIDA
CITY OF OCOEE, FLORIDA

CITY OF OCOEE
REUSE, STORAGE AND
PUMPING SYSTEM

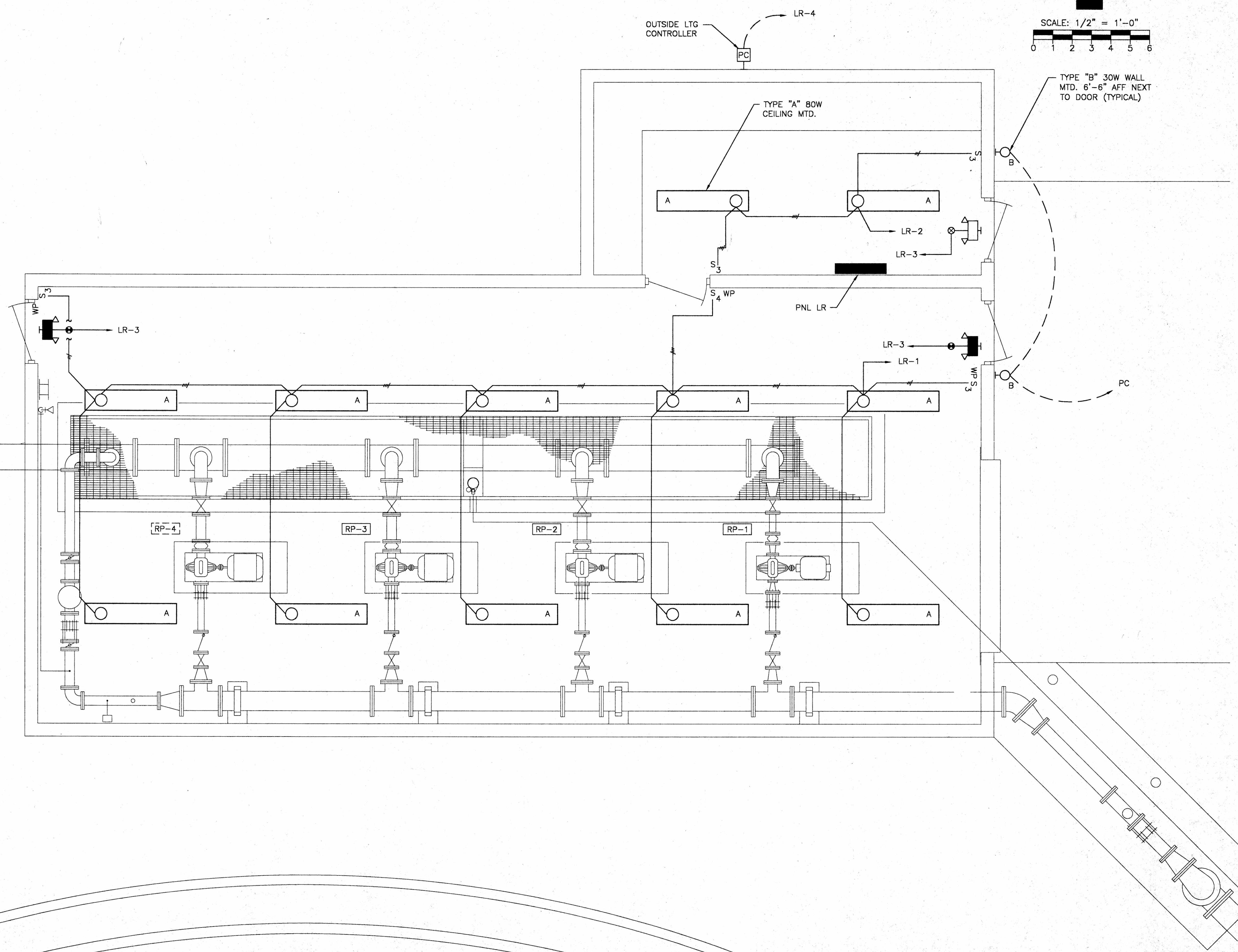
EFFLUENT TRANSFER
PUMP STATION

CONFORMED
NOT FOR CONSTRUCTION
UNLESS SIGNED HERE
DEPARTMENT MANAGER
JOB No. OE-290
DATE
E-4
OE290E4



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

TYPE "B" 30W WALL
MTD. 6'-6" AFF NEXT
TO DOOR (TYPICAL)

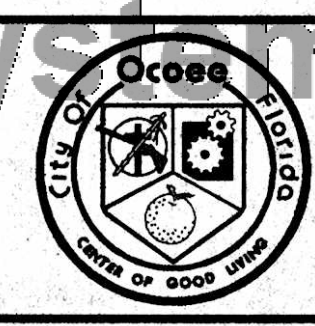


EMI consulting specialties, inc.
ELECTRICAL-MECHANICAL-INSTRUMENTATION

(407) 359-0747

DESIGNED BY	REV.	DATE	DESCRIPTION	APP'D BY
WCH		03-03-99	CONFORMED	C.M.S.
DRAWN BY				
DJK				
CHECKED BY				
WCH				
APPROVED BY				
WCH				

PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors
200 East Robinson Street, Orlando, Florida 32801
Suite 1560 Eola Park Centre 407/422-8062



CITY OF OCOEE,
FLORIDA

CITY OF OCOEE
REUSE, STORAGE AND
PUMPING SYSTEM

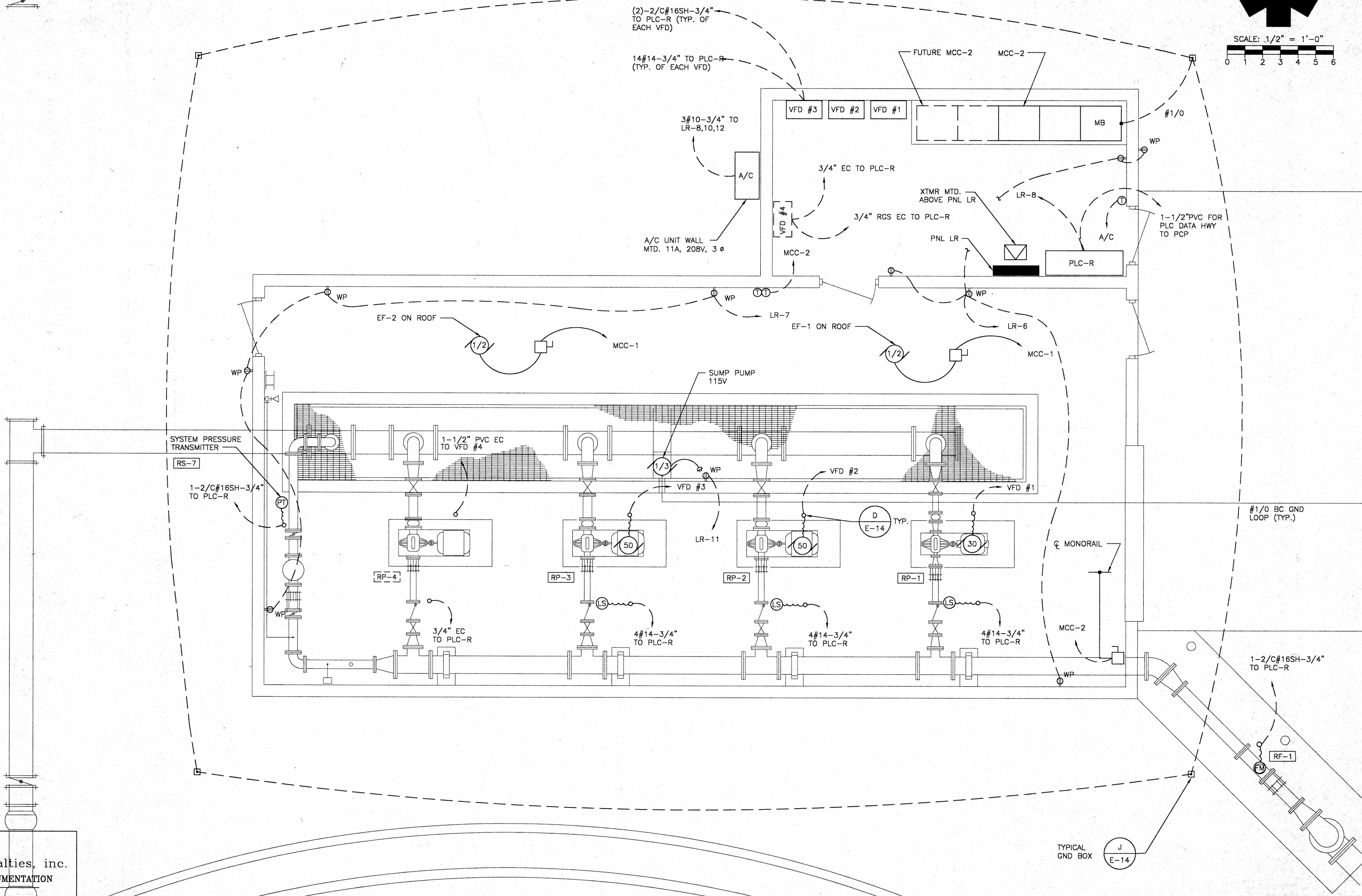
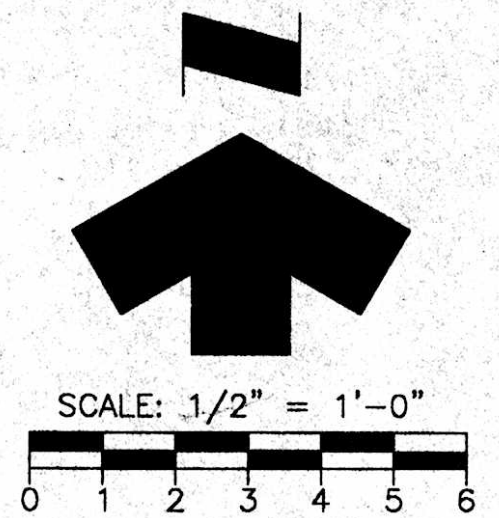
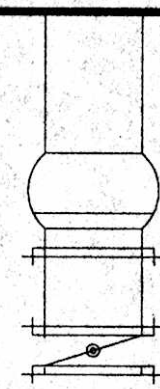
REUSE PUMP BLDG.
LIGHTING PLAN

NOT FOR CONSTRUCTION
UNLESS SIGNED HERE

[Signature]
DEPARTMENT MANAGER

JOB No. OE-290
DATE
E-6
OE290E6

CONFORMED



EMI consulting specialties, inc.
ELECTRICAL-MECHANICAL-INSTRUMENTATION
(407) 359-0747

DESIGNED BY	REV.	DATE	DESCRIPTION	APP'D BY
WCH		09-09-99	CONFORMED	C.M.S.
DRAWN BY				
DJK				
CHECKED BY				
WCH				
APPROVED BY				
WCH				

PEC PROFESSIONAL
ENGINEERING
CONSULTANTS, INC
engineers planners surveyors
200 East Robinson Street, Orlando, Florida 32801
Suite 1560 Eola Park Centre 407/422-8062



CITY OF OCOEE,
FLORIDA

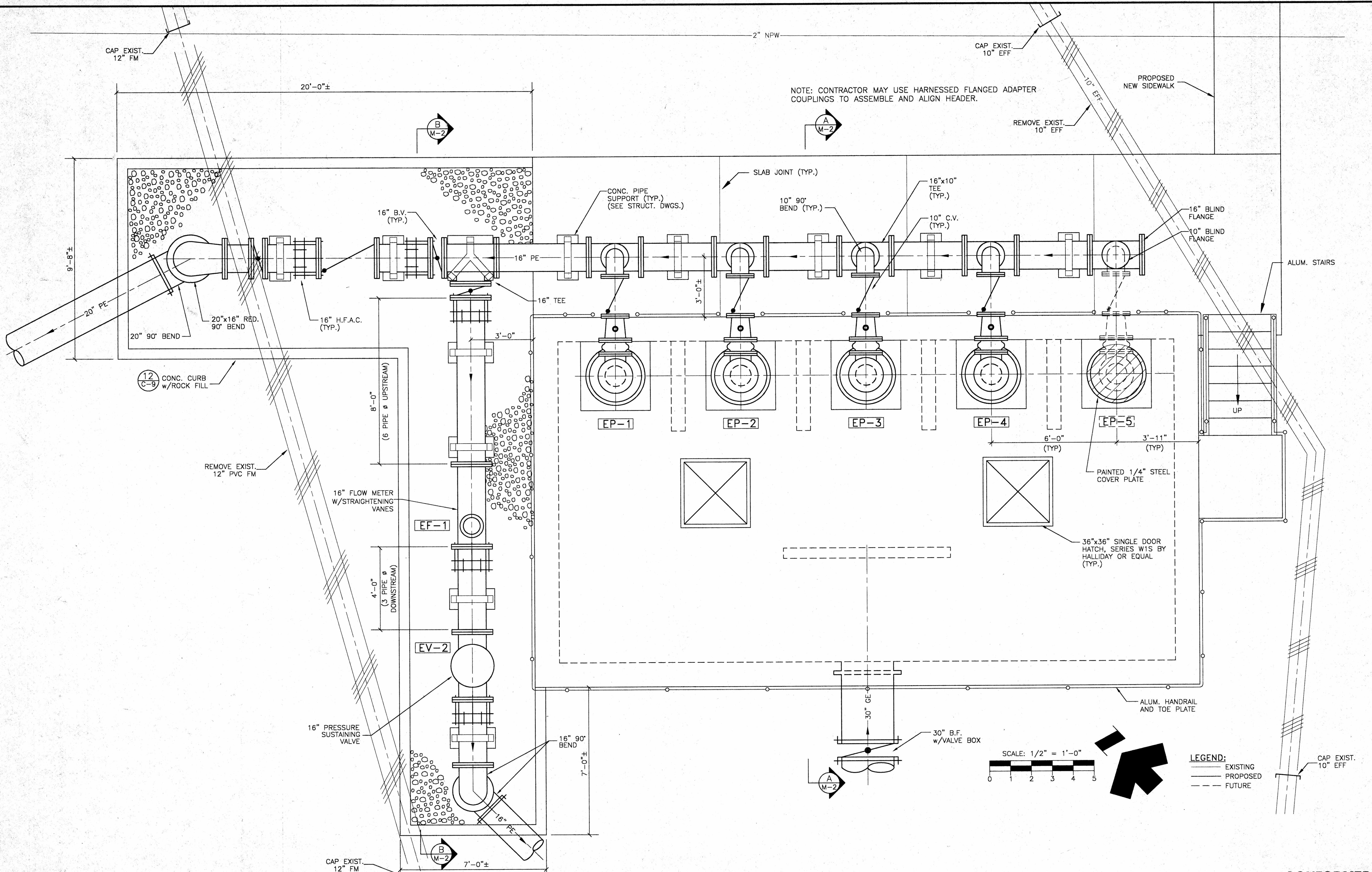
CITY OF OCOEE
REUSE, STORAGE AND
PUMPING SYSTEM

REUSE PUMP BLDG.
POWER PLAN

NOT FOR CONSTRUCTION
UNLESS SIGNED HERE

[Signature]
DEPARTMENT MANAGER

CONFORMED
JOB No. OE-290
DATE
E-7
OE290E7



DESIGNED BY	REV.	DATE	DESCRIPTION	APPROVED BY
CMS		03-03-99	CONFORMED	C.M.S.
DRAWN BY	DA/CBW			
CHECKED BY	CMS			
APPROVED BY	A.R.A.			

PEC
engineers planners surveyors
200 East Robinson Street, Orlando, Florida 32801
Suite 1560 Eola Park Centre 407/422-8062

PROFESSIONAL ENGINEERING CONSULTANTS, INC
engineers planners surveyors
200 East Robinson Street, Orlando, Florida 32801
Suite 1560 Eola Park Centre 407/422-8062

**CITY OF OCOEE, FLORIDA**

REUSE STORAGE AND PUMPING SYSTEM

EFFLUENT TRANSFER PUMP STATION - PLAN

CONFORMED

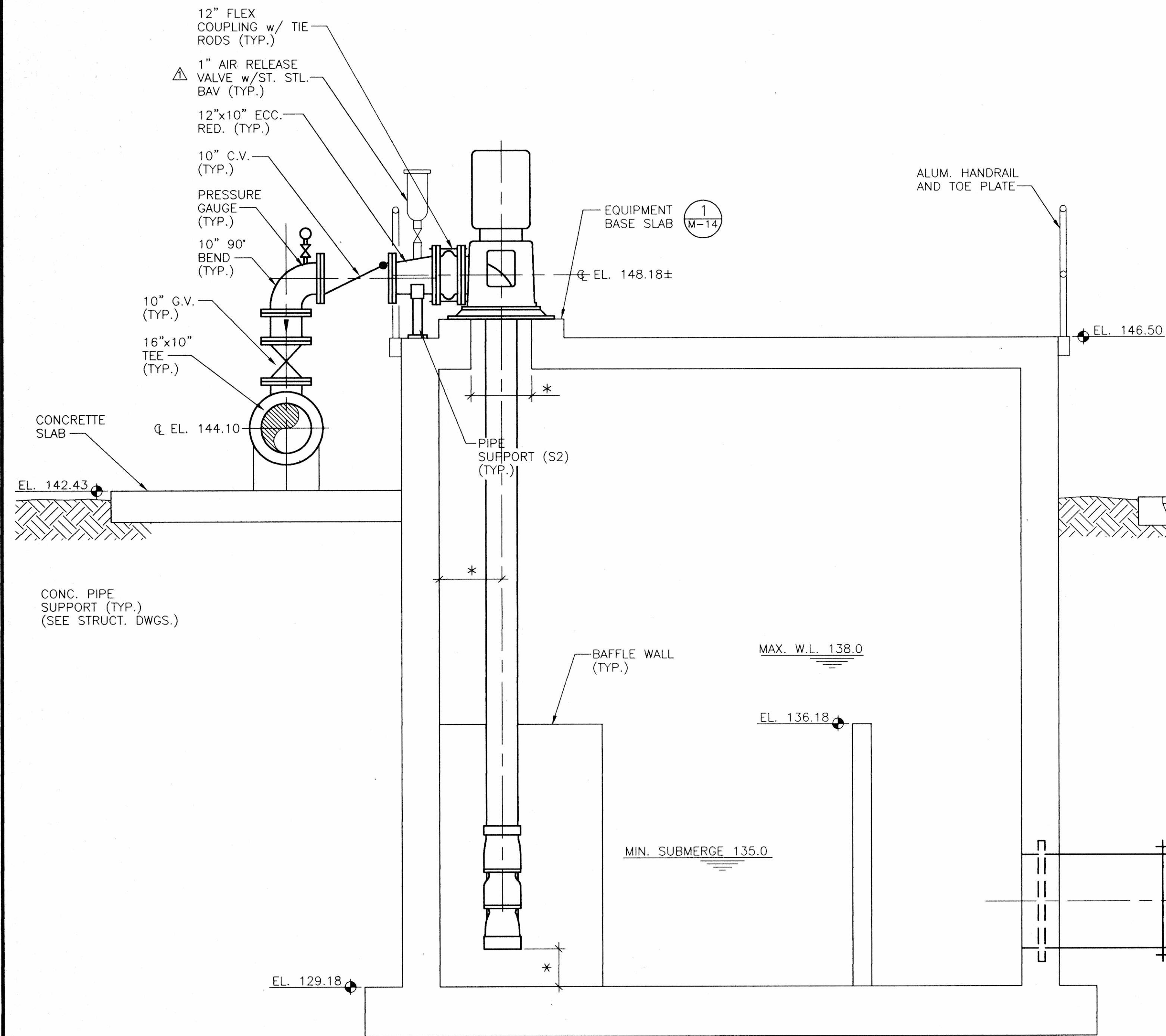
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UNLESS SIGNED HERE


DEPARTMENT MANAGER

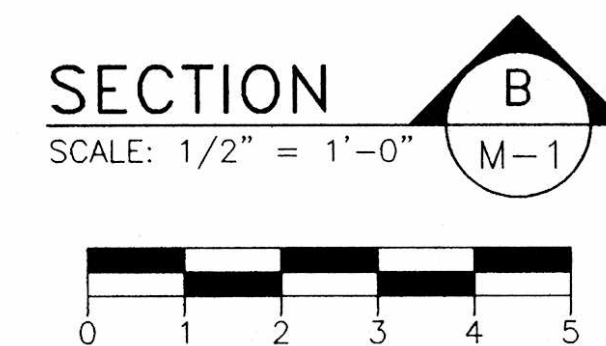
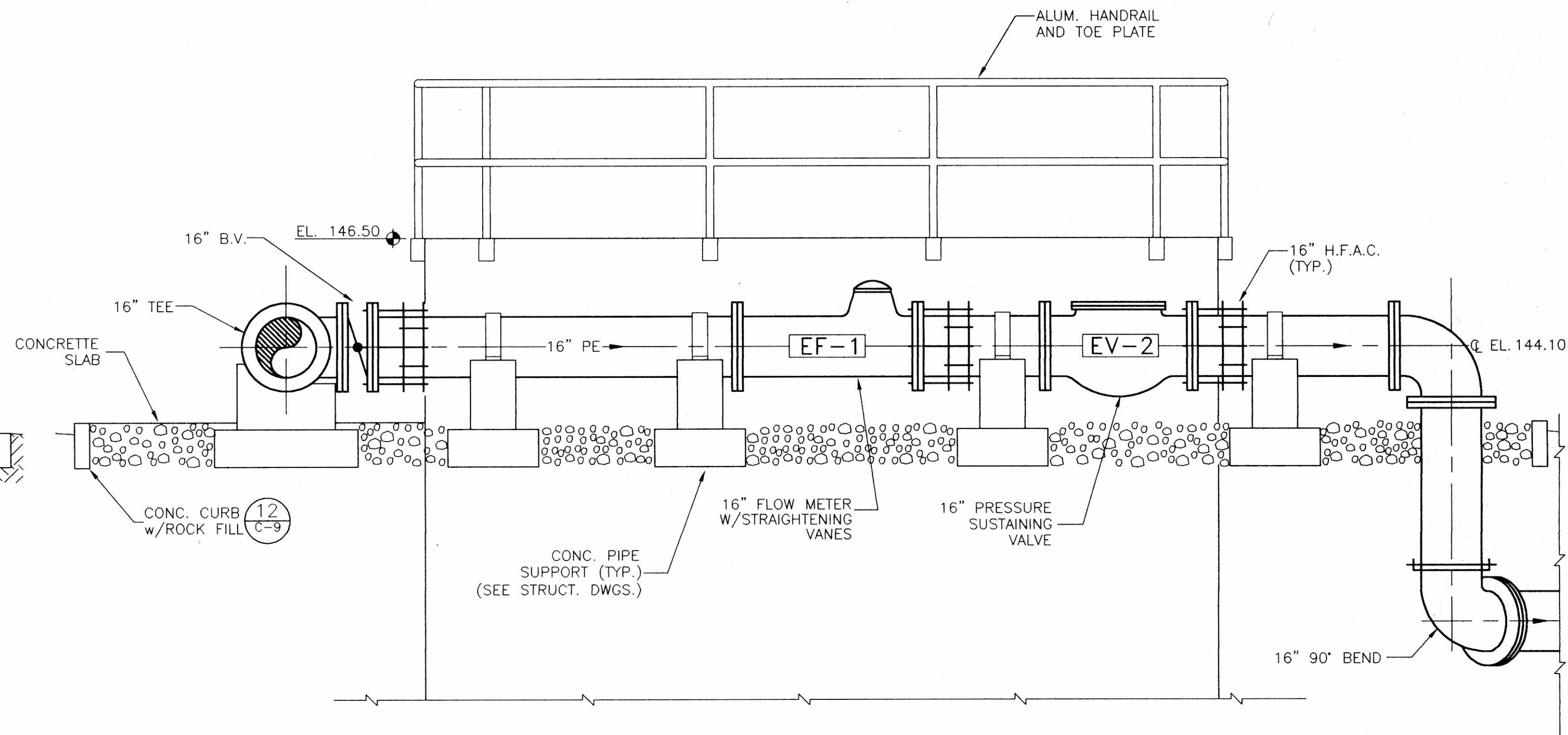
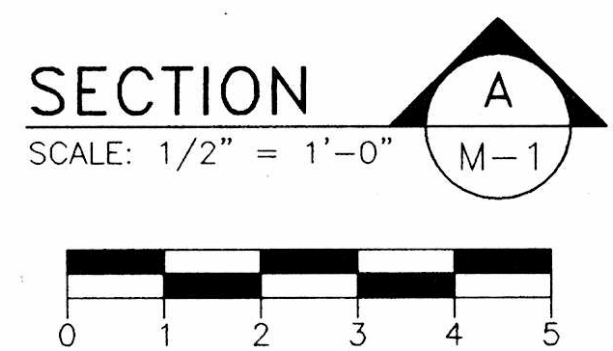
JOB No. **OE-290**
DATE **JAN 99**

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OE290M01



* APPROX. 12 INCHES. REFER TO PUMP MFR. FOR SPECIFIC DIMENSION

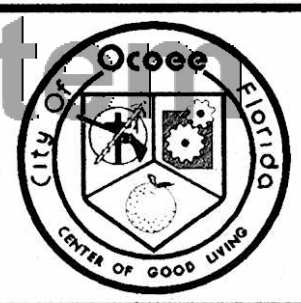


LEGEND:
 — EXISTING
 — PROPOSED
 - - - FUTURE

CONFORMED

DESIGNED BY	REV.	DATE	DESCRIPTION	APP'D BY
C.M.S.	1	02-12-99	ADDENDUM NO. 1	C.M.S.
DRAWN BY	DA/CBW	03-03-99	CONFORMED	C.M.S.
CHECKED BY	C.M.S.			
APPROVED BY	A.R.A.			

PROFESSIONAL ENGINEERING CONSULTANTS, INC.
 engineers planners surveyors
 200 East Robinson Street, Orlando, Florida 32801
 Suite 1560 Eola Park Centre 407/422-8062



CITY OF OCOEE,
FLORIDA

REUSE STORAGE
AND PUMPING SYSTEM

EFFLUENT TRANSFER
PUMP STATION – SECTIONS

NOT FOR CONSTRUCTION UNLESS SIGNED HERE	JOB No. OE-290 DATE JAN 99
	M-2
DEPARTMENT MANAGER	OE290M02

**EXHIBIT “R”
PROPOSED CONTRACT FOR CONSTRUCTION**

**IBT #23-001 UPGRADE TO EXISTING TRANSFER PUMP STATION AND
UPGRADE TO EXISTING REUSE PUMP STATION –
ARPA FEDERAL GRANT FUNDED PROJECT**

THIS AGREEMENT is dated this ____ day of _____, 20____, by and between the **CITY OF OCOEE**, a Florida municipal corporation, hereinafter called Owner, and _____, a Florida corporation, hereinafter called Contractor.

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

ARTICLE 1. WORK

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

**ITB #23-001 Upgrade to Existing Transfer Pump Station
and
Upgrade to Existing Reuse Pump Station –
ARPA Federal Grant Funded Project**

General Scope of Work:

The City’s WWTP Reuse and Transfer Pump stations consist of (4) short set vertical transfer pumps at the WWTP Transfer Pump station and (4) split case pumps at the WWTP Reuse building. The upgrade project involves the removal and installation of new pumps, appurtenance, pump stands and grouting, VFD’s (if applicable), panel components, and the application of protective coatings. All work shall consider the plants need to stay operational during construction. This work involves complicated construction and close coordination between installation and integration to allow for no time loss between start-up and automation with the City’s PLC and SCADA. All Work per the Scope of Work/Specifications of the Invitation to Bid.

ARTICLE 2. ENGINEER

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

ARTICLE 3. CONTRACT TIME

- 3.1 The Work shall be substantially complete within fifteen (15) calendar days and the entire Work shall be complete and ready for its intended use, including final dressing and cleanup, within thirty (30) calendar days. All time periods begin from the effective date of the Notice to

Proceed, as provided in paragraph 2.03 of the General Conditions (Commencement of Contract Time; Notice to Proceed).

- 3.2 Placing of permanent pavement markings on all final asphaltic concrete surfaces, if applicable, shall not be accomplished before thirty (30) calendar days have elapsed after placement of the final surfaces. The charging of Contract Time will be suspended during the thirty (30) calendar-day period provided the work is considered to be Substantially Complete, as provided in paragraph 3.1 above. The charging of Contract Time will resume on the 31st day.
- 3.3 Contractor recognizes that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times as specified, plus any extensions thereof allowed in accordance with the General and Conditions. Contractor acknowledges that proving the actual loss and damages suffered by Owner if the work is not completed on time is impracticable and not susceptible to exact calculation. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty) Contractor shall pay to the Owner for work not completed as specified paragraph 3.1 the following:

Substantial Completion: Two Hundred Dollars (\$200.00) for each day

Entire Completion: Two Hundred and Fifty Dollars (\$250.00) for each day

Note: Each Day(s) in this section shall be referred to as calendar day(s)

- 3.4 In addition to the liquidated damages, there shall be additional incidental damages paid by the Contractor to the Owner for failure to timely complete the work. These may include, but not be limited to, delay damage settlements or awards owed by Owner to others, inspection and engineering services, interest and bond expense, delay penalties, fines or penalties imposed by regulatory agencies, contract damages, and professional fees (including attorneys' fees) incurred by Owner in connection with Contractor's failure to timely complete the work.
- 3.5 In addition to liquidated damages and incidental damages arising from Contractor's failure to perform the work, Contractor may be required to repay Owner for the cost of corrective actions undertaken by Owner to resolve construction defects. Such corrective actions include, but are not limited to, restoration of damaged areas, clearing of reclaimed water customer facilities to remove construction debris, repair and replacement of damaged reclaimed water customer equipment, and emergency repairs to the reclaimed water distribution system during the one-year warranty period.

ARTICLE 4. CONTRACT PRICE

- 4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Bid Form, which is incorporated herein and made a part hereof by this reference, (Contract Total Bid Amount):

DOLLARS AND _ CENTS, (\$ _____)

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

ARTICLE 5. PAYMENT PROCEDURES

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

- 5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's properly submitted and approved Applications for Payment, as recommended by Engineer, not later than the Twenty-fifth (25th) business day after the date on which the properly submitted Application For Payment is initially received by the Owner. All such progress payments will be on the basis of the progress of the work measured by the Schedule of Values established in paragraph 2.07 of the General Conditions (Initial Acceptance of Schedules) (and in the case of Unit Price, work based on the number of units completed) and included in Contractor's qualifications submittals.
- 5.1.1 Owner shall submit a monthly "Certificate of payment based on the provided Paid to Date Summary may withhold, in accordance with the Division 1: General Conditions (Progress Payments).
- 5.1.2 Progress payments shall be equal to ninety-five percent (95%) of the value of work completed, and ninety-five percent (95%) of the value of materials and equipment not incorporated into the work but delivered and suitably stored and accompanied by documentation satisfactory to Owner with the balance of the value of the work being retainage. Retainage may not exceed five percent (5%) of the value of the work completed including all change orders.
- 5.2 Final Payment - Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the General Conditions (Final Payment), as supplemented, Owner shall pay Contractor an amount sufficient to increase total payments to 100 percent of the Contract Price. However, not less than two percent (2%) of the contract price shall be retained until Record Drawings, specifications, addenda, modifications and shop drawings, including all manufacturers instructional and parts manuals are delivered to and accepted by the Engineer.

ARTICLE 6. INTEREST

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

- 7.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishings of the work.
- 7.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work.
- 7.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities).
- 7.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect costs, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.6 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.
- 7.7 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.8 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- 7.9 Contractor shall perform work with a value of not less than thirty percent (30%) of the Contract Price with his own forces.
- 7.10 **Warranty.** Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed; be free from all faults, defects or errors; and be of the highest quality. If Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from expiration date of this Agreement, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City;

or refund to the City the amount paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS AND SERVICES PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND FIT FOR THE PURPOSES INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

ARTICLE 8. CONTRACT DOCUMENTS

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

- 8.1 This Scope of work Agreement.
- 8.2 Section 710 Standard General Conditions of the Construction Contract (Section 00710 - NSPE - ACEC Document 1910-8 (1996 Edition), as modified and supplemented.
- 8.4 Exhibits to this Scope of work Agreement (if any).
- 8.5 Performance Bond, Payment Bonds and Certificates of Insurance.
- 8.6 Notice of Award and Notice to Proceed.
- 8.7 Invitation to Bid bearing the general title "**ITB #23-001 Upgrade to Existing Transfer Pump Station and Upgrade to Existing Reuse Pump Station – ARPA Federal Grant Funded Project**" and exhibits.
- 8.8 Drawings consisting of a cover sheet and the sheets bearing the following general title:

**City of Ocoee
Reuse, Storage and Pumping System
(Plan Sheets: E-4, E-6, E-7, M-1, M-2)**

- 8.9 Addenda numbers __to __, inclusive.
- 8.10 Contractor's Bid
- 8.11 Documentation submitted by Contractor prior to Notice of Intent to Award.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented, as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 9. TERMINATION

- 9.1 **Termination for Cause.** If Contractor fails or neglects to perform a material obligation under this Agreement the City shall provide written notice to the Contractor that the Contractor is in default and that City intends to terminate this Agreement if the default(s) are not cured. If the Contractor fails to cure the default(s) or, if such default(s) cannot practicably be cured within five (5) days and Contractor fails to diligently commence to correct the default(s), then the City may, without prejudice to any other remedy, cure such default(s) and/or rectify such deficiencies and charge the Contractor the reasonable cost thereof; or, at the City's option, may terminate this Agreement. In the event of such termination for cause the Contractor shall turn over to the City all documents, materials, plans, specifications, manuals, records, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other things or electronic data that relate to or concern the work performed by the Contractor under this Agreement. If it is later determined that the City's termination for cause under this Agreement was improper or not justified, then the parties agree that the termination of the Contractor shall be deemed and treated as a termination for convenience and, the Contractor's sole and exclusive remedy shall be to receive compensation in the same manner as prescribed for a termination for convenience.
- 9.2 **Termination for Convenience.** The City may terminate this Agreement at any time solely for its convenience by providing the Contractor with thirty (30) days written notice. In the event of such a termination by the City for convenience, the City shall be shall pay for all Work properly performed prior to the effective date of the termination and for all materials, supplies and services, which were reasonably utilized to perform the Work through the effective date of the termination for convenience and other normal and reasonable costs incurred by the Contractor that are caused by or reasonably arise out of the termination for convenience.

ARTICLE 10. FEDERAL REQUIREMENTS

- 10.1 All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 C.F.R. Section 200.317 – 327.
- 10.2 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this contract. In the event of a conflict between the City's Purchasing Policy, codified at Chapter 21 of the City's Code of Ordinances, and Federal Code, the more restrictive rule shall prevail.
- 10.3 Proper documentation as required by the American Rescue Plan Act is required, per the attached federal requirements and corresponding forms.
- 10.4 **Media Interaction** - The contractor, including all sub-contractors, will not provide any information to the media without the expressed written permission of the City's Utilities Director. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official will be directed to the City's Utilities Director. The Contractor will ensure this guidance is disseminated to all employees and sub-contractors on the project.

- 10.5 Federal Seal, Logo and Flags - The contractor shall not use the Federal agency's seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific Federal pre-approval.
- 10.6 Contractor shall comply with the Energy Policy and Conservation Act (42 U.S.C. section 6201). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.
- 10.7 All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee apply to this contract. By entering into this contract, Contractor is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.
- 10.8 RETENTION OF RECORDS FOR ARPA PROJECTS. The U. S. Department of Treasury requires records to be maintained for a period of five years for the ARP/CSLFRF award. Contractor shall retain all records for ARPA projects and make available upon request for a period of five (5) years following final payment to the contractor.
- 10.9 2 C.F.R 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 effected and the basis for settlement.

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

*(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 CFR 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 CFR 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or 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.

*See notes on the last page of this section regarding the application of the Davis-Bacon Act for ARPA funded projects.

(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 CFR 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 CFR § 401.2 \(a\)](#) and the recipient or subrecipient 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 subrecipient must comply with the requirements of [37 CFR 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 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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 exceeding \$100,000 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) [§ 200.323](#). Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) [§ 200.216](#). Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) [§ 200.322](#). Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020] End of 2 C.F.R. Appendix II to Part 200

*NOTE: For federal grant funded ARPA projects, the Davis-Bacon Act applies to infrastructure projects over \$10 million. Additionally, recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

Wage Determinations can be located at <https://sam.gov/content/wage-determinations>.

ARTICLE 11 MISCELLANEOUS

11.1 Terms used in this Agreement that are defined in Article 1 (Definitions) of the General Conditions shall have the meanings indicated in the General Conditions.

11.2 No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this

restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

- 11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 11.4 Chapter 558, Florida Statutes: The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.
- 11.5 Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contract and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.
- 11.6 SCRUTINIZED COMPANIES: The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- 11.7 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 11.8 To the degree records are not exempt or confidential under Florida's Public Records law, Contractor agrees to comply with Chapter 119, Florida Statutes, and particularly Section 119.0701, Florida Statutes, relating to a contractor's obligation with regard to public records.

11.9 PUBLIC RECORDS COMPLIANCE

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@CI.OCOEE.FL.US, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

(Signature Page to follow)

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

CONTRACTOR: _____

BY: _____

PRINT NAME: _____

TITLE: _____

WITNESSES:

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

OWNER: CITY OF OCOEE, FLORIDA

ATTEST:

APPROVED:

BY: _____
Melanie Sibbitt, City Clerk

BY: _____
Rusty Johnson, Mayor

(SEAL)

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

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

this ____ day of _____, 202__

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

EXHIBIT “S”
Section 710

Standard General Conditions of the Construction Contract

To be added when files are combined.

EXHIBIT “S”
SECTION 710

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

City of Ocoee
(Revised May, 2010)

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

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agency* – The Federal or state governmental agency named as such in the Agreement, which in this instance is the City of Ocoee. .
 3. *Agreement* – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 4. *Application for Payment* – The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 7. *Bidder* – The individual or entity who submits a Bid directly to Owner in accordance with the Bidding Documents.
 8. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda). This may include the Invitation To Bid and the Instructions to Bidders
 9. *Bidding Requirements* – The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.
 10. *Change Order* – A document recommended by Engineer which is signed by Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 11. *Claim* – A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 12. *Contract* – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

13. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
15. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
16. *Contractor* – The individual or entity with whom Owner has entered into the Agreement.
17. *Cost of the Work* – See Paragraph 11.01.A for definition.
18. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
19. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Engineer* – The individual or entity named as such in the Agreement.
21. *Field Order* – A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
22. *General Requirements* – Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
23. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
24. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award* – The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

29. *Notice to Proceed* – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. For purposes of this Agreement, the Owner is the City of Ocoee, referred to either as the City or the Owner.
31. *PCBs* – Polychlorinated biphenyls.
32. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule* – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
37. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative* – The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals* – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
41. *Schedule of Values* – A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site* – Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative

requirements and procedural matters applicable thereto. The Specifications are included in the Project Manual for the project.

45. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof. Final Completion shall be achieved only by acceptance of all of the Work by the Owner, as evidenced by its signature on the Final Certificate of Completion, which, in any event, shall only occur after the Owner has observed and approved such demonstration testing of the Project or has otherwise assured itself that all of the provisions and requirements of the Contract Documents have been fully satisfied.
47. *Successful Bidder* – The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
50. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
51. *Unit Price Work* – Work to be paid for on the basis of unit prices.
52. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
53. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and Agency upon recommendation of the Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.
- B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered”, “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

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

E. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

2.06 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, Agency, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

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

3.04 *Amending and Supplementing Contract Documents*

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

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
 - 2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

- D. If all lands and rights-of-way are not obtained as herein contemplated before construction begins, CONTRACTOR shall begin the Work upon such land and rights-of-way as OWNER has previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should OWNER be prevented or enjoined from proceeding with the Work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the Work, CONTRACTOR shall not be entitled to make or assert a claim for Additional Compensation by reason of said delay, or to withdraw from the Agreement except by consent of OWNER. Time for completion of the Work will be extended as provided in Article 12, to such time as OWNER determines will compensate for the time lost by such delay." An extension of Contract time will be Contractor's sole and exclusive remedy of delay.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Contract Documents may identify:
1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:
1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

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

4.06 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Engineer may check the lines, elevations, reference marks, batter boards, etc., set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for accurate construction of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades."

4.07 Hazardous Environmental Condition at Site

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
 - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.
- J. Contractor shall be responsible for all safety measures concerning the handling of all asbestos pipe to be removed as relocated under This Agreement. Contractor shall indemnify the Owner, its agents, employees, and officials from and against all claims, costs, losses and damages, including but not limited to attorneys' fees and other professional fees, arising out of and relating to the removal and/or relocation of asbestos pipe.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents all in accordance with applicable Florida Statutes, including but not limited to, Florida Statutes, 255.05, et seq. . These bonds shall be in form and content as identified in the Instructions To Bidders or otherwise in the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents. The City of Ocoee has specified a form of a performance bond which shall be used for this project.
- B. All bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured identified below in this Article or in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured identified as identified below or in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

- A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified below or in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional

- insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided below or in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified below or in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.
- C. Contractor shall furnish Owner and each other additional insured identified below or in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.
- D. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State:	Statutory
b. Applicable Federal (e.g., Longshoreman's):	Statutory
c. Employer's Liability:	***
 2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate	2,000,000
b. Products - Completed Operations Aggregate	1,000,000
c. Personal and Advertising Injury	1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	1,000,000
e. Personal Injury Liability Coverage will include Claims arising out of Employment.	
f. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.	

- g. Excess or Umbrella Liability 2,000,000
 - 1) General Aggregate
 - 2) Each Occurrence
- 3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
 - a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000
 - b. Property Damage:
 - Each Accident \$1,000,000
 - OR
 - c. Combined Single Limit of \$1,000,000
- 4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
 - a. Bodily Injury:
 - Each Accident \$1,000,000
 - Annual Aggregate \$2,000,000
 - b. Property Damage:
 - Each Accident \$1,000,000
 - Annual Aggregate \$2,000,000
- 5. Additional Insureds:
 - [name and address of design firm, if any]
 - City of Ocoee
 - 1 N. Bluford Avenue
 - Ocoee, FL 34761
 - Others, as may be identified by the OWNER

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (Contractor shall be responsible for any deductible or self-insured retention.). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. Where applicable, the Contractor shall purchase and maintain adequate flood insurance for work within designated flood hazard areas as defined by P.L. 93-234 (Flood Disaster Protection Act).

5.07 *Waiver of Rights*

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.
- C. Except in the event of an emergency, no work shall be performed (1) before sunrise and after sunset, (2) nor between the hours of 7:00 p.m. and 7:00 a.m. (3) nor on Saturday and Sunday and (4) nor on any holiday of the Owner. "Regular Working Hours" shall be between 7:00 a.m. and 7:00 p.m. and shall be established by the Contractor at the Pre-construction Meeting, provided the total working hours shall not exceed eight (8) hours per day and forty (40) hours per week. If construction or maintenance work requires operations during other than Regular Working Hours, the Contractor shall obtain written permission of the Owner at least forty-eight (48) hours in advance of starting such work, and shall set forth the proposed schedule for overtime to give Owner ample time to arrange for his personnel to be at the site of the work. Contractor shall pay for the additional

charges to the Owner on account of such overtime work. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work.

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

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

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

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

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

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

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

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

6.03 *Services, Materials, and Equipment*

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

6.04 *Progress Schedule*

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

6.05 *Substitutes and "Or-Equals"*

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

- a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times, and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. Substitute Items
- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The procedure requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) will perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
 - b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified , and
 - b) available engineering, sales, maintenance, repair, and replacement services;
 - 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute; and all costs resulting from any delays in the Work while the substitution was undergoing reviews.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.
- G. Equipment specifications containing experience clauses requires equipment manufacturers to have a record (min. number installations and years of operation) of satisfactory operation. In lieu of experience, a manufacturer/supplier may provide the equipment with the mutual understanding of all parties that no payment shall be released for such equipment including installation costs until it is demonstrated that the equipment meets the specific design performance requirements. All such monies retained shall be held by the Owner in an interest bearing escrow account from the date of application for payment for such work until the date of demonstrated conformance. All such retained monies and accrued interest shall be released to the Contractor upon demonstrated conformance. All monies not paid by the Owner shall bear interest a 7 percent per annum or the maximum rate provided by law, whichever is less. Where the equipment has failed specified tests to demonstrate conformance to the design requirements, the Contract shall remove said equipment and shall substitute the equipment as approved by the Owner/Engineer as specified having the required experience. The Contractor shall install the substituted equipment as required to provide a complete and functional system

without cost to the Owner. (Refer to GC-13.07). No experience restriction will be permitted which unnecessarily reduces competition or innovation.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Instructions to Bidders or the Invitation To Bid requires the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with those requirements, then any such Subcontractor, Supplier, or other individuals or entities so identified and not objected to in writing by Owner or Engineer prior to the execution of the Agreement will be deemed acceptable to Owner and Engineer. All other Subcontractors, Suppliers, or other individuals or entities so identified shall be deemed to have been accepted if Owner or Engineer deliver no written objection thereto within forty-five (45) days after Contractor's written identification of such Subcontractors, Suppliers, or other individuals or entities. However, if within said forty-five (45) day period, Owner or Engineer has reasonable objection to any Subcontractors, Suppliers, or other individuals or entities whether previously identified or subsequently, Contractor shall submit an acceptable substitute without entitlement to any change in Contract Price. If Owner or Engineer demands the substitution at any time and it is determined that the Owner or Engineer did not have a reasonable objection, the Contractor shall comply with the demand for substitution and shall be entitled to an adjustment in the Contract Price (by appropriate Change order or Written Amendment) for the difference in cost resulting directly from such substitution. After acceptance by the Owner or Engineer of any particular Subcontractor, Supplier, or other individuals or entities, the Contractor shall make no substitution without written approval of the Owner, which may be granted or withheld at Owner's sole discretion. No acceptance by Owner or Engineer of any such Subcontractor, Supplier or any other person or organization shall be deemed to constitute a waiver or an estoppel of any right of Owner or Engineer to reject defective work performed in whole or in part by any such Subcontractor, Supplier, or other individual or entity.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
 - 2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. Use of Owner's existing buildings or lands by the Contractor for storage of materials and equipment will not be permitted. Use of existing washrooms, lavatories, sanitary facilities or plumbing facilities by the Contractor or any of his employees or Subcontractors will not be permitted.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
 - 4. In the event of temporary suspension of the Work, or during inclement weather, or whenever Engineer may direct; Contractor shall, and shall cause Subcontractors, to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any Subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of Contractor.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. Contractor shall comply with the Trench Safety Act, Florida Law, Chapter 90-96 (CS/SB2626); OSHA (P.L. 91-596); the Contract Work Hours and Safety Standards Act (P.L. 91-54); and the Federal Register 29 CFR part 1926, OSHA Subpart P, and all federal requirements as part of the federal grant as stated in the solicitation and contract, as well as all other local, state and federal ordinances, laws, and regulations regarding safety.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with

Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings*

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

2. *Samples*

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

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

C. *Submittal Procedures*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

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

D. Engineer's Review

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

E. Resubmittal Procedures

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner for a period of one (1) year following the issuance of the Certificate of Completion for the project that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. The Contractor shall indemnify and hold harmless the City of Ocoee, and its agents, officials and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or persons employed or utilized by the Contractor in the performance of the construction contract.
- B. In any and all claims against the City of Ocoee or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a

reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- D. The Contract Time stipulated for this Construction Contract may also include the time required for utility construction by others as addressed by any Utility Relocation Schedule(s) included within the Contract Documents or Information Available to Bidders, and/or pursuant to referenced utility relocation period(s) detailed under the Contract General Requirements

7.02 *Coordination*

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

7.03 *Legal Relationships*

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Owner’s Representative*

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

9.02 *Visits to Site*

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

9.03 *Project Representative*

- A. Owner will furnish a Resident Project Representative to observe the performance of the Work. The duties, responsibilities and limitations of authority of this Resident Project Representative (and assistants) are as follows:
- B. The Resident Project Representative (RPR) will act as directed by and under the supervision of OWNER, and will confer with Owner and Engineer. RPR’s dealings in matters pertaining to the on-site work shall, in general, be only with Owner, Engineer, and Contractor, and dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
- C. DUTIES AND RESPONSIBILITIES OF RPR
 - 1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Owner and Engineer concerning the acceptability of these submittals.
 - 2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings.
 - 3. Communications by the RPR
 - a. The RPR shall communicate with the Contractor on the site working principally through the Contractor’s project manager and superintendent to facilitate communications between the Engineer and the Owner and to advise the Contractor and the Engineer when the construction operations need to be adjusted to serve the purposes of the Owner on the site.

- b. As requested by Contractor obtain from Owner and Engineer additional details or information, when required for proper execution of the work.
- 4. Shop Drawings and Samples
 - a. Record date of receipt of Field Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by Contractor, and notify Engineer of the availability of samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the Engineer.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests
 - a. Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract documents.
 - b. Report to Owner and Engineer whenever the RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner and Engineer of work the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in presence of appropriate personnel, and that Contractor maintains adequate records thereof; observe, record and report to Owner and Engineer appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Owner and Engineer.
- 6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with RPR'S recommendations to Owner and Engineer. Transmit to Contractor in writing decisions as issued by Owner and Engineer.
- 8. Records
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general,

and specific observations in more detail as the case of observing test procedures; and send copies to Engineer.

- c. Record names, addresses, and telephone numbers of Contractor, subcontractors, and major suppliers of materials and equipment.

9. Reports

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

10. Payment Requisitions: The RPR may assist in the review of applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work. Initial approved percentages of completion with respect to the schedule of values.

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

12. Completion

- a. The RPR may, before the Contractor submits a request for a substantial completion inspection, submit to the Contractor a list of observed items requiring completion or correction.
- b. The RPR may, but shall not be required, to advise the Contractor or the Engineer whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work, including but not limited to, the City of Ocoee.
- c. The RPR may also assist in conducting final inspection together with the Engineer, Owner and Contractor and assist in preparing a final list of items to be completed and corrected.
- d. The RPR may observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. LIMITATIONS OF AUTHORITY

Resident Project Representative

- 1. By taking any such action as noted above, the RPR shall not be deemed to have authorized any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless same is expressly authorized by Engineer in accordance with this Agreement.

2. By taking such action as noted above, the RPR shall not be deemed to have usurped or exceeded the Engineer's authority or responsibilities, as set forth in the Agreement or the Contract Documents.
3. By taking any such action as noted above, the RPR shall not be deemed to have undertaken any of the responsibilities of the Contractor, Engineer, subcontractors, suppliers, or agents or employee's of same.
4. By taking any such action as noted above, the RPR shall not be deemed to have advised on, issued directions relative to, or assumed control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. By taking any such action as noted above, the RPR shall not be deemed to have provided advise on, or issued directions regarding, or assumed control over safety precautions and programs in connection with the Work.
6. The RPR shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. By taking any such action as noted above, the RPR shall not be deemed to have authorized OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by OWNER and ENGINEER.

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

10.04 *Notification to Surety*

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any

exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

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

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

11.01 *Cost of the Work*

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

spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements

made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressages, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

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

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

C. *Contingency Allowance*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

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

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.
 - g. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site. The equipment rates will be based on the latest edition (version current at the time of bid) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc.(version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust

the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Blue Book".

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

12.02 *Change of Contract Times*

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

12.03 *Delays*

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

- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval. Inspections required by the Contract Documents for pre-engineered, prefabricated or precast structural components shall be performed at the place of manufacture upon each stage of manufacture, by a registered professional engineer licensed in the State of Florida (other than the Manufacturer's Specialty Engineer) or a person under his direct supervision. Two (2) copies of a written report of such inspection shall be provided to the Engineer prior to delivery to the site and shall be prepared by the inspector and each copy shall bear the seal and signature of the respective registered professional engineer. The costs for these inspections and reports shall be paid for by the Contractor.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. Contractor shall have no claim for delay or disruption based upon the Engineer's reasonable actions under this paragraph.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others). Contractor shall have no claim for delay or disruption based upon the Engineer's reasonable actions under this paragraph.
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. Applications for Payments

- 1. Not later than ten (10) days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation indicating that the Contractor has either paid for such materials or equipment or warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. The Contractor shall furnish evidence that payment received on the basis of materials and equipment not incorporated but delivered and suitably stored, has in fact been paid

to the respective supplier(s) on submission of the next application for payment submitted by the Contractor. Failure to provide such evidence of payment shall result in the withdrawal of previous approval(s) and removal of the related equipment from the next submitted Application for Payment."

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

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

D. Reduction in Payment

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

- c. the Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements;
 - d. there are other items entitling Owner to a set-off against the amount recommended including but not limited to, the aggregation of liquidated damages; or
 - e. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.
 3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, supplies and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens. No materials or supplies for the Work shall be purchased subject to any security interest, or under a conditional sales contract or other agreement by which an interest is retained by the seller.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Agency, Contractor, and Engineer shall make a prefinal inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates

of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.
4. Notwithstanding any other provision of these Contract Documents to the contrary, Owner and Engineer are under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing to any of them are or will be made. Such parties shall rely only on the Contractor's payment and performance bonds and the obligations of the Surety as remedy of nonpayment.

B. Engineer's Review of Application and Acceptance

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

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by

Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for Payment but held by OWNER for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

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

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);or
2. If the Contractor assigns or delegates its duties under this Contract or any substantial part thereof without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified; or
3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
4. Contractor's material disregard of the authority and directives of the Engineer; or
5. Contractor's violation or material breach of any provisions of the Contract Documents; or
6. Contractor's abandonment of the Work to be done under this Contract.

- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

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

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

15.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 16 – DISPUTE RESOLUTION AND WAIVER OF TRIAL BY JURY

- 16.01 A. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by Mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall by mutual agreement select a Mediator within fifteen (15) days of the date of the request for Mediation. If the parties cannot agree on the selection of a Mediator, then the owner shall select the Mediator, who, if selected solely by the Owner, shall be a Mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be deemed as issued by the Mediator not later than sixty (60) days after the initial Mediation Conference. The CONTRACTOR will carry on the Work and maintain the progress schedule during any dispute. Venue for any litigation, at law or equity, shall lie exclusively in The Circuit Court of the Ninth Judicial Circuit Court in and for Orange County, Florida.
- 16.02 This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising therefrom, shall be governed by the laws of the State of Florida.
- 16.03 **The CONTRACTOR and OWNER waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Contract.**

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

3. Both the address given in the Bid Form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the U.S. Postal Department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon Contractor; and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by Contractor, and delivered to Owner and Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon Contractor personally.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Headings*

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

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

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

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

Forms Used by the Contractor

00861	Periodic Estimate for Partial Payment
00862	Certificate of Engineer

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

Forms Used by All Parties during Construction

- 00850 Construction Accident Report

- 17.07 The Contractor shall comply with Florida's Archives and Historical Act (Florida Statutes Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant, historical or archaeological data, sites, and properties in connection with the project.
- 17.08 If apprentices are required or utilized on this project, then the provisions of Chapter 446, Florida Statutes, shall govern.
- 17.09 If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall file with the Owner, within 30 calendar days after the award of this Agreement/Contract, a report on Standard Form 100 (EEO-1), which has been promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission, and Plans for Progress, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also files with the Owner, within 30 calendar days after the award to it of the lower-tier construction subcontract, a report on Standard Form 100 (EEO-1) unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract. (Subsequent reports are to be submitted annually in accordance with 41 CFR 60-1.7(a) or at such other intervals as the Director of the Office of Federal Contract Compliance Programs may require.)

ARTICLE 18 – FEDERAL REQUIREMENTS

18.01 *Financing Agency Not a Party*

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

18.02 *Contract Approval*

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

18.03 *Conflict of Interest*

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

18.04 *Gratuities*

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

18.05 *Audit and Access to Records*

- A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

18.06 *Small, Minority and Women's Businesses*

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

18.07 *Anti-Kickback*

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public

Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

18.08 *Clean Air and Pollution Control Acts*

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

18.09 *State Energy Policy*

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

18.10 *Equal Opportunity Requirements*

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- B. Contractor’s compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor’s goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

18.11 *Restrictions on Lobbying*

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

in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

18.12 *Environmental Requirements*

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

STAFF REPORT

Meeting Date: January 17, 2023
Item #: 17

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for Howard Property, 8708 A. D. Mims Road - Annexation & Rezoning; Project No(s). AX-09-22-27 & RZ-22-09-44. (Zoning Manager Whitfield)

Background Summary:

The First Reading on this item was December 6, 2022.

Owner/Applicant: Winston B. Moxey. At the time this application was submitted, the owner was Leroy Howard. Mr. Howard has since sold the property to Mr. Moxey.

Site Location: The property is located in Commission District 4 on the south side of A. D. Mims Road, beginning approximately 160 feet west of Prairie Lake Boulevard.

Property size & parcel identification number(s): The subject property consists of approximately 2.25 acres and is assigned parcel ID#: 10-22-28-0000-00-133.

Existing Future Land Use: Low-Density Residential (LDR) – Up to four (4) dwelling units per acre (per the Joint Planning Area Future Land Use Map).

Existing Zoning: Orange County A-1 (Citrus Rural District)

Proposed Zoning: City R-1AA (Single Family Dwelling District)

Actual land use, proposed land use and unique features of the subject property: The property is currently vacant with no unique features, and the applicant proposes single-family residential uses. The property is within the boundaries of the City of Ocoee and Orange County Joint Planning Area (JPA). The table below lists the future land use designations, jurisdiction, existing land uses and zoning classifications of the surrounding parcels:

Direction:	JPA Future Land Use	Jurisdiction / Zoning / Use
North	Low Density Residential (LDR) / City LDR	West side of Prairie Oaks Court is County A-1 & East side of Prairie Oaks Court is City R-1A
East	LDR	County A-1
South	LDR	County A-1

West	LDR	County A-1
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Proposed Development: The applicant is proposing to annex into the City and rezone the property to R-1AA (Single Family Dwelling District) in order to develop a single-family residential subdivision. Under the current Low Density Residential (LDR) Future Land Use Designation, the 2.25-acre property would be allowed up to nine (9) dwelling units. Since the proposed requested zoning district is R-1AA, development of the subdivision will be required to comply with the design and development standards established for the conventional R-1AA zoning district as summarized below:

- Minimum Lot Size and Living Area: 9,000 SF and 1,400 SF
- Minimum Lot Width: 75 feet
- Building Setbacks:
 1. Front: 25 feet
 2. Side: 7.5 feet
 3. Rear: 30 feet
- Building Height: 35 feet
- Maximum Impervious Surface Area: 50%

Since the property is surrounded by single-family residential uses and the proposed use is single-family residential, landscape buffering per the Comprehensive Plan will not be required. Landscaping requirements for a subdivision will be evaluated at the time the Preliminary Subdivision Plan (PSP) is submitted.

Access: Access will be provided via A. D. Mims Road and a possible future subdivision road, depending on design of the PSP.

Utilities: Water is provided by the City. However, unless the developer extends sewer service from the nearest manhole, the development of the subdivision will be served by septic systems.

Transportation: The property currently has access from A. D. Mims Road. The adopted level of service (LOS) standard for A. D. Mims Road, from Sandy Cove/Wurst Road to Apopka Vineland Road, is E, and as of 2020, the operating LOS was C, with a volume over capacity (V/C) ratio of less than 0.5. Thus, a traffic capacity analysis is not required. At the time of PSP, an operations analysis may be required.

Stormwater: Stormwater management will be provided on-site and will be evaluated at the time of the Preliminary Subdivision Plan.

Schools: As this is a rezoning and not a Comprehensive Plan Future Land Use Map Amendment, there is no proposed increase in the allowable density. It remains at up to 4 dwelling units per acre. Furthermore, at the potential nine (9) dwelling units, development of the subdivision is considered de minimis per the Interlocal Agreement (ILA) with the Orange County School District.

Public Safety: Fire service is available within one (1) mile of the property and can be provided within a 5-minute response time. Police service is available within 4.5 miles (Police Patrol Zone 2) within an 11-minute response time for non-emergency services.

Recreation and Open Space: As part of the review of the Preliminary Subdivision Plan, the applicant will be required to provide the minimum open space acreage and recreation facilities based on the number of units proposed.

Please see the Howard Property Annexation Feasibility Analysis document attached.

At the time of subdivision review, development of the subdivision will be required to comply with the

requirements of Section 4-4.1 for a Short-Form Subdivision Plat (process for 10 or fewer lots). Staff supports the proposed annexation and rezoning.

Issue:

Should the Honorable Mayor and City Commission approve ordinances for the Annexation and Rezoning from Orange County A-1 (Citrus Rural District) to City R-1AA (Single Family Dwelling District) for the property located at 8708 A. D. Mims Road, assigned parcel ID number 10-22-28-0000-00-133 for development of a single-family residential subdivision?

Recommendations:

Development Review Committee Recommendation:

The Development Review Committee (DRC) met on Tuesday, November 1, 2022, to consider the item and recommended approval of the annexation and rezoning from Orange County A-1 (Citrus Rural District) to City R-1AA (Single Family Dwelling District) for the property located at 8708 A. D. Mims Road, assigned parcel ID number 10-22-28-0000-00-133 for development of a residential subdivision.

Planning & Zoning Commission Recommendation:

The Planning and Zoning Commission met on Tuesday, November 8, 2022, to consider the item and recommended approval of the annexation and rezoning from Orange County A-1 (Citrus Rural District) to City R-1AA (Single Family Dwelling District) for the property located at 8708 A. D. Mims Road, assigned parcel ID number 10-22-28-0000-00-133 for development of a residential subdivision.

Recommendations:

Based on the above analysis and the subsequent DRC and Planning and Zoning Commission recommendations, staff recommends that the City Commission approve the ordinances for the Annexation and Rezoning from Orange County A-1 (Citrus Rural District) to City R-1AA (Single Family Dwelling District) for the property located at 8708 A. D. Mims Road, assigned parcel ID number 10-22-28-0000-00-133 for development of a single-family residential subdivision.

Attachments:

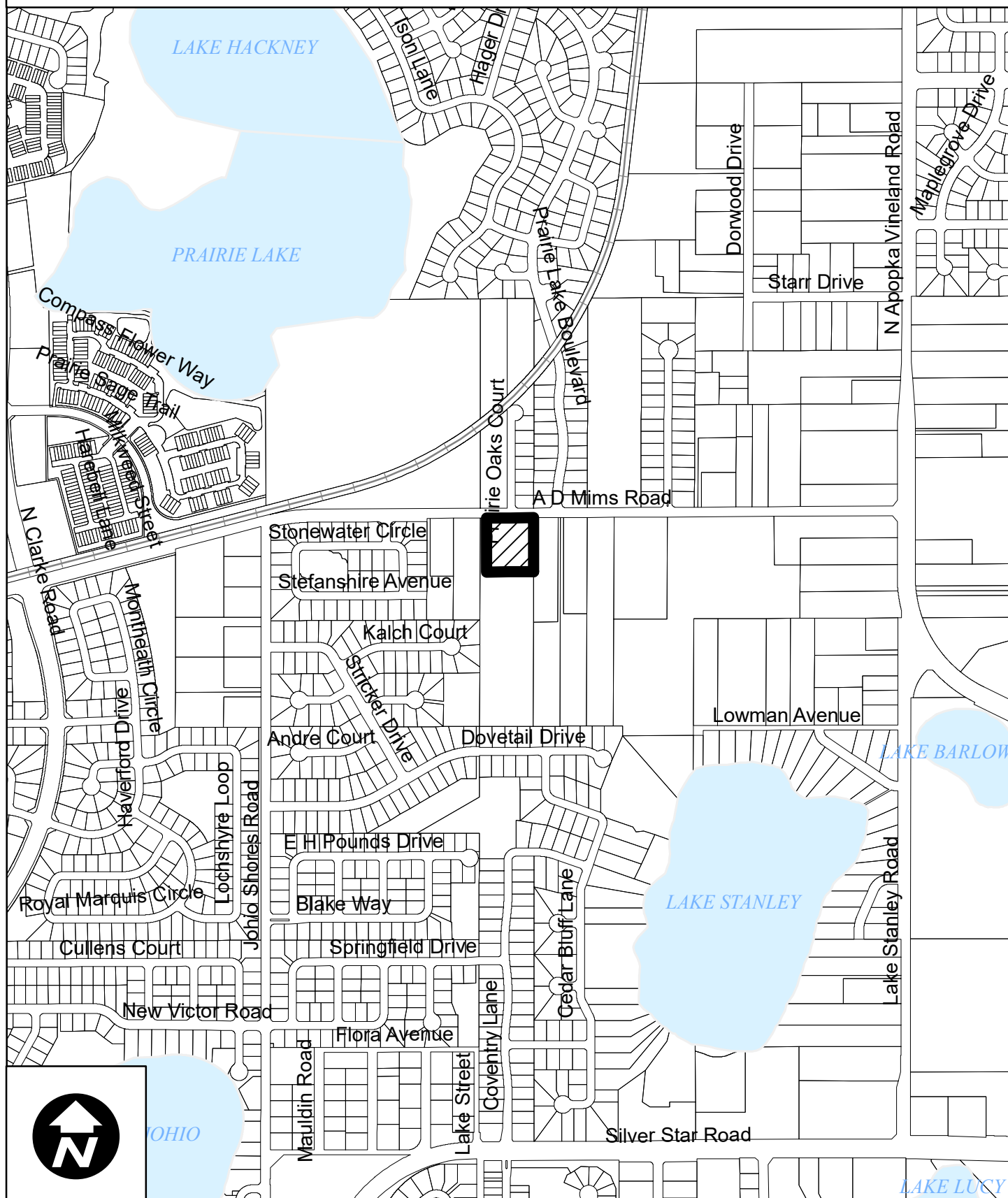
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Annexation Feasibility Analysis
6. Annexation Ordinance
7. Rezoning Ordinance
8. Advertisements

Financial Impacts:

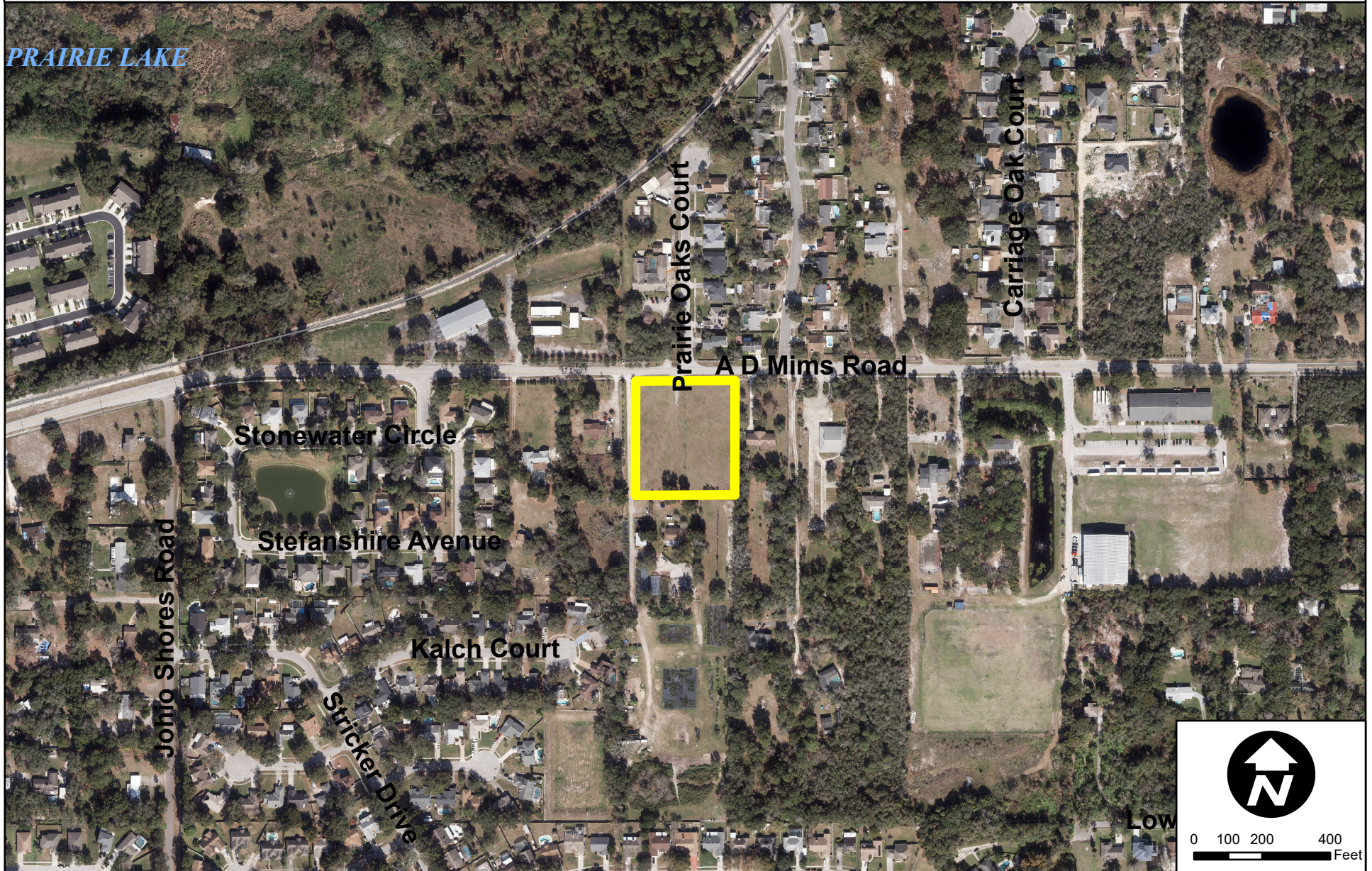
No financial impacts anticipated.

Type of Item: Second Reading

8708 A. D. Mims Road Location Map



8708 A. D. Mims Road - Annexation & Rezoning



8708 A. D. Mims Road - Annexation & Rezoning Surrounding Future Land Use Map



Development Services
Department

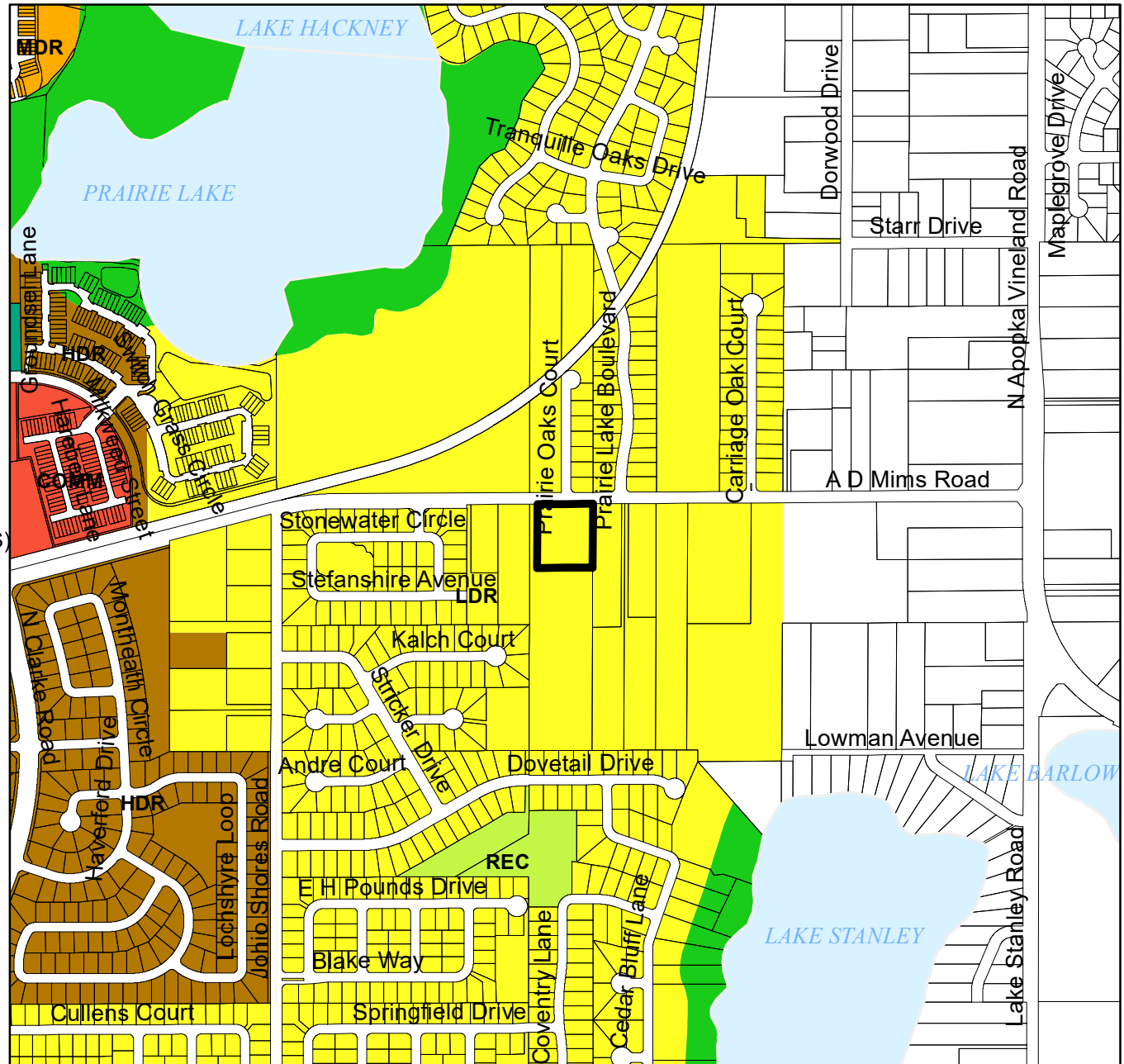
0 205 410 820
Feet

Created: October 2022

 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)



8708 A. D. Mims Road - Annexation & Rezoning Surrounding Zoning Map



Development Services
Department

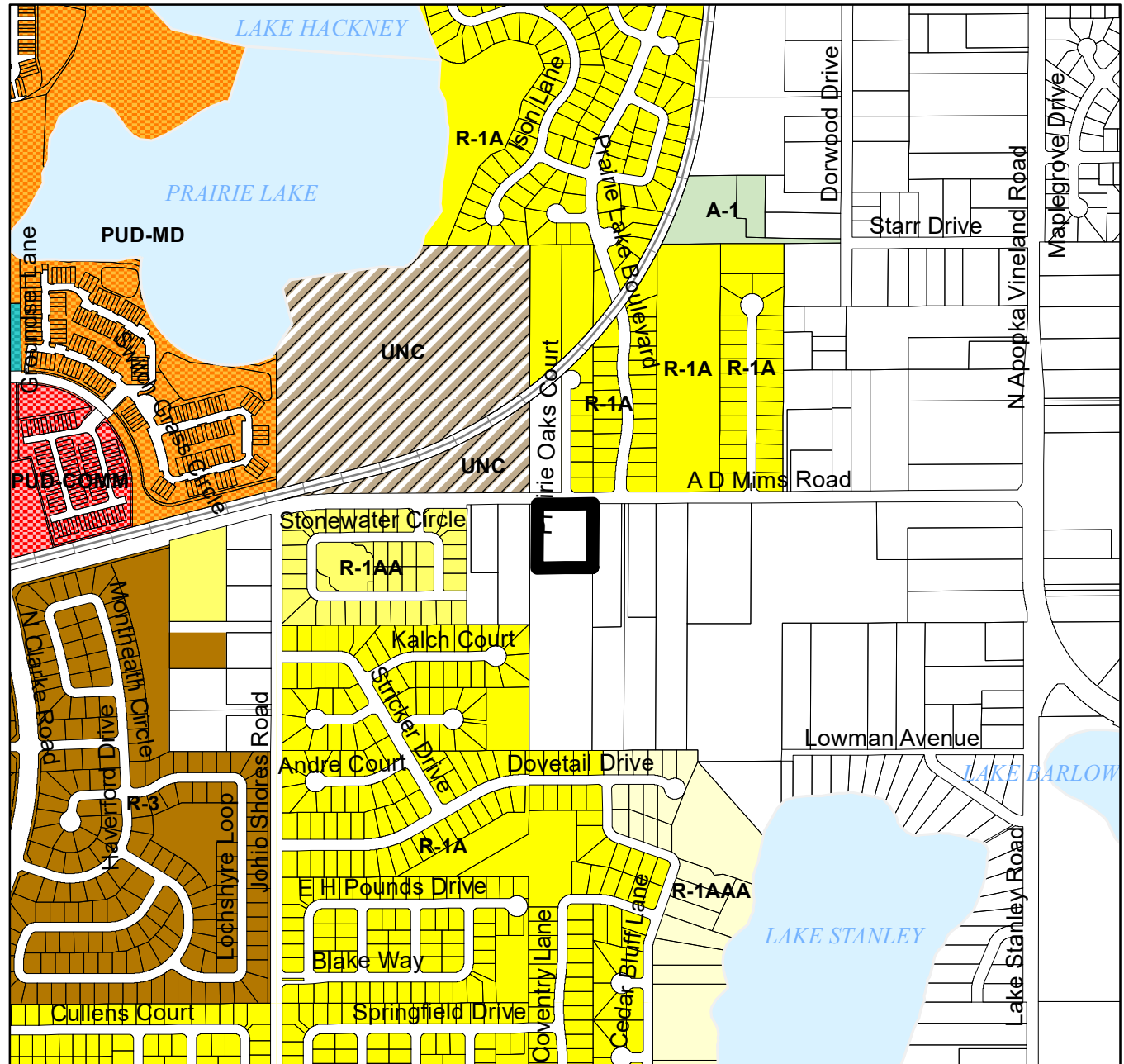
0 205 410 820
Feet

Created: October 2022

 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-09-22-27 & RZ-22-09-44

APPLICANT NAME: Winston B Moxey

PROJECT NAME: 8708 A D MIMS ROAD – HOWARD 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):	Leroy Howard
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B. Property Location

1. General Location:	South side of A. D. Mims Road, beginning approximately 160 feet west of Prairie Lake Boulevard
2. Parcel Identification Number:	10-22-28-0000-00-133
3. Street Addresses:	8708 A D Mims Road
4. Size of Parcels:	2.25 acres

C. Use Characteristics

1. Existing Use:	Vacant, unwooded
2. Proposed use:	Single-family residential dwellings
3. Density / Intensity:	Up to 4 dwelling units per acre
4. Projected Population:	N/A

D. Zoning and Land Use

1. Orange County Future Land Use:	County Rural Settlement (R/S) 1/1
2. Orange County Zoning:	A-1
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	R-1AA

E. Consistency

1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT

1. Estimated Response Time:	5 minutes
2. Distance to Property:	.8 miles
3. Fire Flow Requirements:	TBD

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	2
2. Estimated Response Time:	11 mins
3. Distance to Property:	4.5 miles
3. Average Travel Time	12 mins

IV. ECONOMIC VALUE	Anoch Whitfield, Zoning Manager
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1. Property Appraiser Market Value:	\$135,000 (as vacant land in County)
2. Property Appraiser Taxable Value	\$121,000 (as vacant land in County)
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	TJ Tomlinson, Project Manager
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A. Potable Water	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	
4. Location and Size of Nearest Water Main:	

B. Sanitary Sewer	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	No (development will need to be on septic as connection is greater than ¼ mile)
3. Extension Needed:	
4. Location and Size of Nearest Force Main:	
5. Annexation Agreement Needed:	

C. Other	
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1. Utility Easement Needed:	Possibly, depending on PSP design
2. Private Lift Station Needed:	
3. Well Protection Area Needed:	

VII. TRANSPORTATION	Anoch Whitfield, Zoning Manager
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1. Paved Access:	Yes – A D Mims Road
2. ROW Dedication:	Possibly – as part of future subdivision
3. Traffic Study:	No
4. Traffic Analysis Zone:	

VIII. PRELIMINARY CONCURRENCY EVALUATION	
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A. Transportation:	
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B. Parks / Recreation:	
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C. Water / Sewer:	
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D. Stormwater:	
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E. Solid Waste:	
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F. Impact Fees:	
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IX. SITE SPECIFIC ISSUES

All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

Anoch Whitfield, Zoning Manager

**ORDINANCE NO. 2023-
(Annexation Ordinance for 8708 A. D. Mims Road
– Howard Property)**

TAX PARCEL ID: 10-22-28-0000-00-133

CASE NO. AX-09-22-27: 8708 A. D. Mims Road – Howard Property Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 2.25 ACRES LOCATED AT 8708 A. D. MIMS ROAD, GENERALLY ON THE SOUTH SIDE OF A. D. MIMS ROAD, BEGINNING APPROXIMATELY 160 FEET WEST OF PRAIRIE LAKE BOULEVARD; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATING OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real properties 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 2.25 acres of property, as more particularly described in Exhibit “A” attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures and authorization 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 5-9(E) of Article V of the Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on November 8, 2022, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the 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 and authorizations 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 Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the 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. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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 _____, 2023.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS ____ DAY
OF _____, 2023

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2022
READ SECOND TIME AND ADOPTED
_____, 2023, UNDER AGENDA
ITEM NO. ____

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
City Attorney

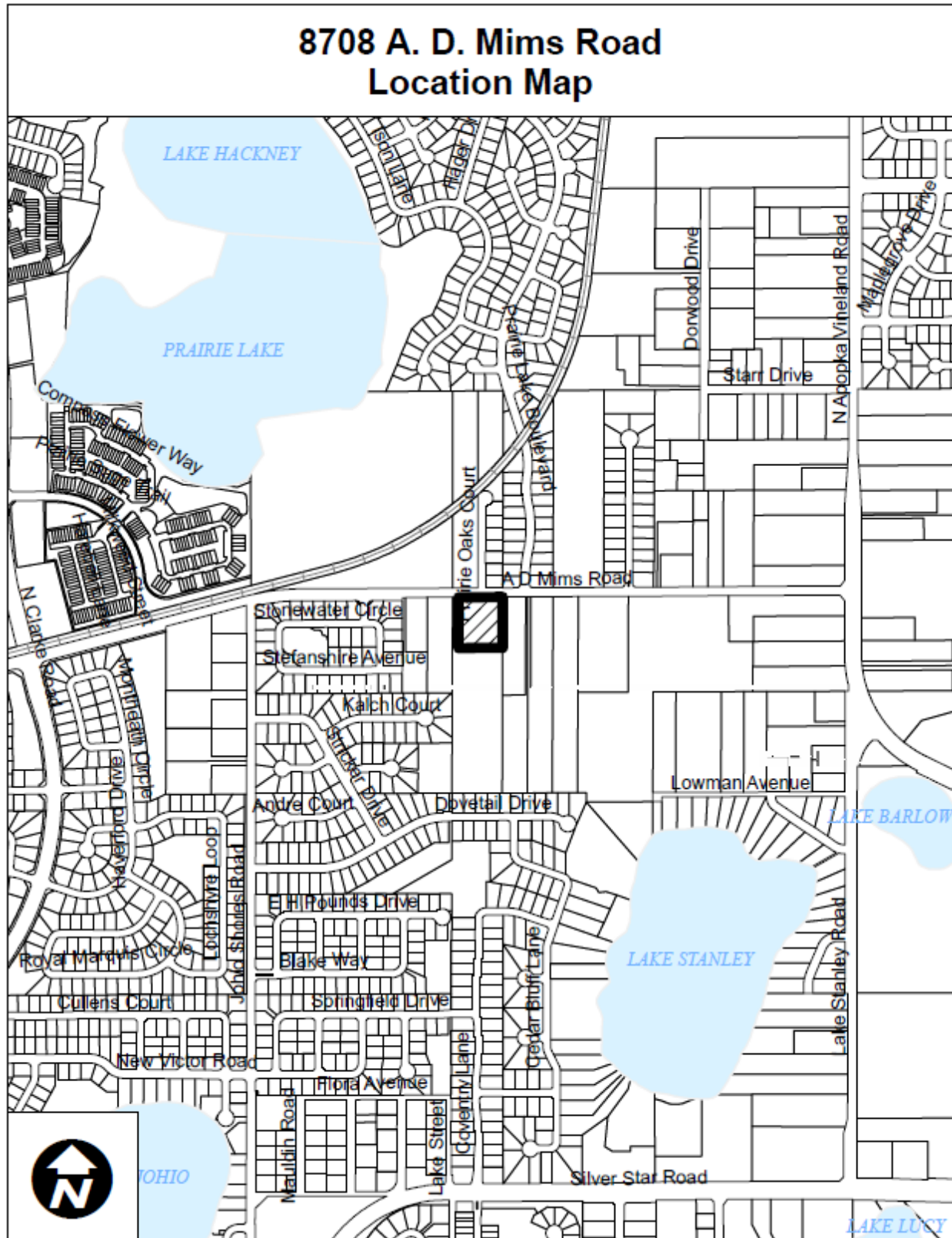
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 10-22-28-0000-00-133

N 336 FT OF E 292.2 FT OF FOLLOWING DESC W1/4 OF NE1/4 OF SW1/4 (LESS N 30 FT
THEREOF FOR A D MIMS RD) IN SEC 10-22-28

EXHIBIT "B"



**ORDINANCE NO. 2023-
(Rezoning Ordinance for 8708 A. D. Mims Road
– Howard Property)**

TAX PARCEL ID: 10-22-28-0000-00-133

CASE NO. RZ-22-09-44: 8708 A. D. Mims Rd – Howard Property Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE R-1AA (SINGLE FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 2.25 ACRES LOCATED AT 8708 A. D. MIMS ROAD, GENERALLY ON THE SOUTH SIDE OF A. D. MIMS ROAD, BEGINNING APPROXIMATELY 160 FEET WEST OF PRAIRIE LAKE BOULEVARD; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 2.25 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Orange County A-1 to City of Ocoee R-1AA; and

WHEREAS, pursuant to Section 5-9(B) of Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on November 8, 2022, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee

City Commission find that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on December 20, 2022, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

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 and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 2.25 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County A-1 to City of Ocoee R-1AA. A map of said land herein described which clearly shows the area of the Rezoning is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith are hereby repealed and rescinded.

SECTION 6. 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 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2023
READ FIRST TIME _____, 2022.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

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

this _____ day of _____, 2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

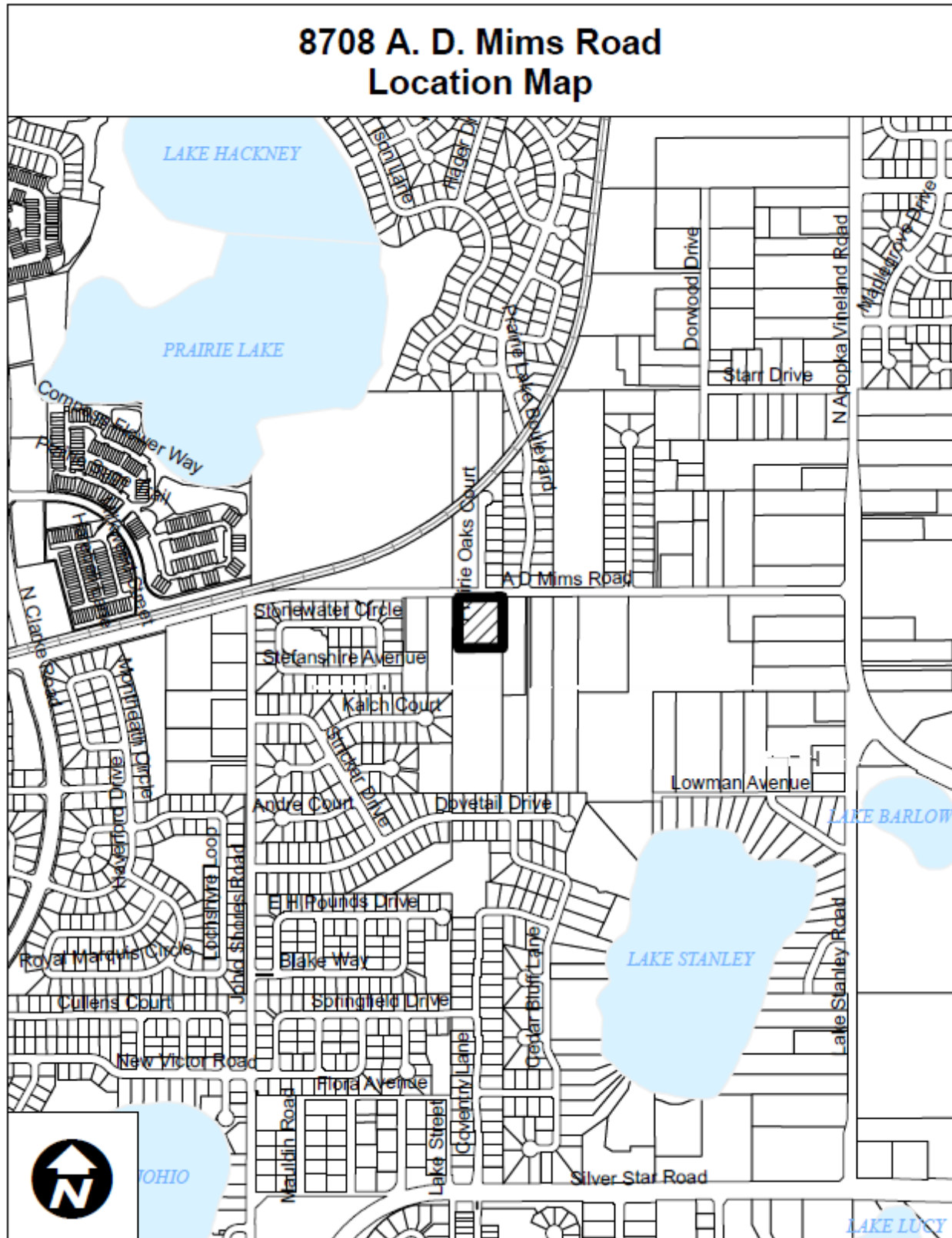
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 10-22-28-0000-00-133

N 336 FT OF E 292.2 FT OF FOLLOWING DESC W1/4 OF NE1/4 OF SW1/4 (LESS N 30 FT
THEREOF FOR A D MIMS RD) IN SEC 10-22-28

EXHIBIT "B"



Thursday, January 5, 2023 The West Orange Times 15B

Advertisement or Article

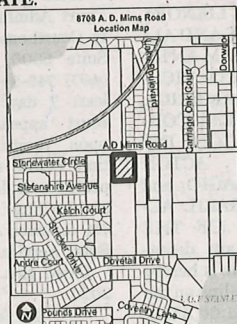
FIRST INSERTION

**CITY OF OCOEE
NOTICE OF PUBLIC HEARING
ANNEXATION FOR THE
8708 A. D. MIMS ROAD - HOWARD PROPERTY
CASE NUMBER: AX-09-22-27**

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10(A)(1), Article IV, Section 4-5, and Article V, Section 5-9 of the City of Ocoee Land Development Code, that on **TUESDAY, JANUARY 17, 2023**, at 6:15 p.m. or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the Annexation for the 8708 A. D. Mims Road - Howard Property. The property is located at 8708 A. D. Mims Road, assigned Parcel ID # 10-22-28-0000-00-133, and consists of approximately 2.25 acres. The property is located on the south side of A. D. Mims Road, beginning approximately 160 feet west of Prairie Lake Boulevard. The applicant proposes to develop a single-family detached subdivision.

Pursuant to Article V, Section 5-9B, of the Land Development Code, the Planning Director has determined that the subject property is within the Ocoee-Orange County Joint Planning Area (JPA) and that the requested annexation is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan. If the applicant's request for annexation is approved, the annexation will 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 PROPERTIES CONTAINING APPROXIMATELY 2.25 ACRES LOCATED AT 8708 A. D. MIMS ROAD, GENERALLY ON THE SOUTH SIDE OF A. D. MIMS ROAD, BEGINNING APPROXIMATELY 160 FEET WEST OF PRAIRIE LAKE BOULEVARD; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATING OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT ORDINANCES; 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, 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised 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 5, 12, 2023

23-00150W

Thursday, January 5, 2023 The West Orange Times 15B

Advertisement or Article

FIRST INSERTION

**CITY OF OCOEE
NOTICE OF PUBLIC HEARING
REZONING FOR THE
8708 A. D. MIMS ROAD - HOWARD PROPERTY
CASE NUMBER: RZ-22-09-44**

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10(A)(1), and Article V, Section 5-9, of the City of Ocoee Land Development Code, that on **TUESDAY, JANUARY 17, 2023**, at 6:15 p.m. or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the Rezoning for the 8708 A. D. Mims Road - Howard Property. The property is located at 8708 A. D. Mims Road, assigned Parcel ID # 10-22-28-0000-00-133, and consists of approximately 2.25 acres. The property is located on the south side of A. D. Mims Road, beginning approximately 160 feet west of Prairie Lake Boulevard. The applicant proposes to develop a single-family detached residential subdivision.

Pursuant to Article V, Section 5-9B, of the Land Development Code, the Planning Director has determined that the subject property is within the Ocoee-Orange County Joint Planning Area (JPA) and that the requested rezoning is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan. If the applicant's request is approved, the subject property will be assigned the City of Ocoee R-1AA (Single Family Dwelling District).

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE R-1AA (SINGLE FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 2.25 ACRES LOCATED AT 8708 A. D. MIMS ROAD, GENERALLY ON THE SOUTH SIDE OF A. D. MIMS ROAD, BEGINNING APPROXIMATELY 160 FEET WEST OF PRAIRIE LAKE BOULEVARD; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; 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, 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised 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 5, 2023 23-00151W

STAFF REPORT

Meeting Date: January 17, 2023
Item #: 18

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for a Substantial Amendment to the Ocoee Town Shops PUD for a WaWa Gas Station Use; Project No. RZ-22-07-42. (Development Services Director Rumer)

Background Summary:

The First Reading for this item was held on December 6, 2022.

The subject site is approximately 3.39 acres in size and is located in Commission District # 2 on the northwest corner of Clarke Road and W. Colonial Drive (SR 50). The subject site is currently undeveloped. The subject site parcel ID number is 21-22-28-6328-00-070. The table below references the future land uses, zoning classifications, and existing land uses of the surrounding parcels:

Direction:	Jurisdiction / Future Land Use	Jurisdiction / Zoning
North	City of Ocoee / Commercial	City of Ocoee / Community Commercial C-2
East	City of Ocoee / Commercial	City of Ocoee / Community Commercial C-2
South	Orange County / Road Right-of-Way	Orange County / Road Right-of-Way
West	City of Ocoee / Commercial	City of Ocoee / Community Commercial C-2

The subject site is located on the northwest corner of Clarke Road and W. Colonial Drive (SR 50). Both roadways are designated as arterial roads. There is an existing left-turn lane on Clarke Road that is planned to be used for the project's main entrance. Water, sanitary sewer, reclaimed water, solid waste, and police & fire protection will be provided by the City.

On February 19, 2019, the Ocoee City Commission approved an amendment to the PUD and PUD Land Use Plan. The approved Land Use Plan reduced the overall square footage from 30,443 SF to 27,750 SF in order to accommodate a revision to Lot 1. Lot 1 changed from a 9,000 SF restaurant use to a 15,750 SF strip retail/restaurant building. Also, the Land Use Plan was revised to move the stormwater from under the parking lot to a retention pond.

2022 Substantial Amendment

The applicant is proposing to amend the amended PUD Land Use plan by reducing the 27,750 SF of retail and restaurant to a 5,636 Wawa Gas Station and 4,600 SF of future development for retail or restaurant.

Issue:

Should the City Commission approve an ordinance for a Substantial Amendment to the Ocoee Town Shops PUD Land Use Plan to amend the plan to allow a Wawa Gas Station as an approved use to the PUD?

Recommendations:**Development Review Committee Recommendation:**

The Development Review Committee (DRC) met on Tuesday, November 1, 2022. The DRC made a recommendation of “no objection” to the proposed changes.

Planning & Zoning Commission Recommendation:

The Planning and Zoning Commission (PZC) met on Tuesday, November 8, 2022 to consider this item. After discussions about traffic congestion and circulation and access safety concerns, the PZC made a recommendation of approval subject to the condition that appropriate roadway signage and markings (using the appropriate FDOT Index) be installed on South Clarke Road to direct motorists to not block the accessway to the WaWa gas station.

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve an ordinance for the Substantial Amendment to the Ocoee Town Shops PUD Land Use Plan to amend the plan to allow a Wawa Gas Station as an approved use to the PUD subject to the condition that appropriate roadway signage and markings (using the appropriate FDOT Index) be installed on South Clarke Road to direct motorists to not block the accessway to the WaWa gas station.

Attachments:

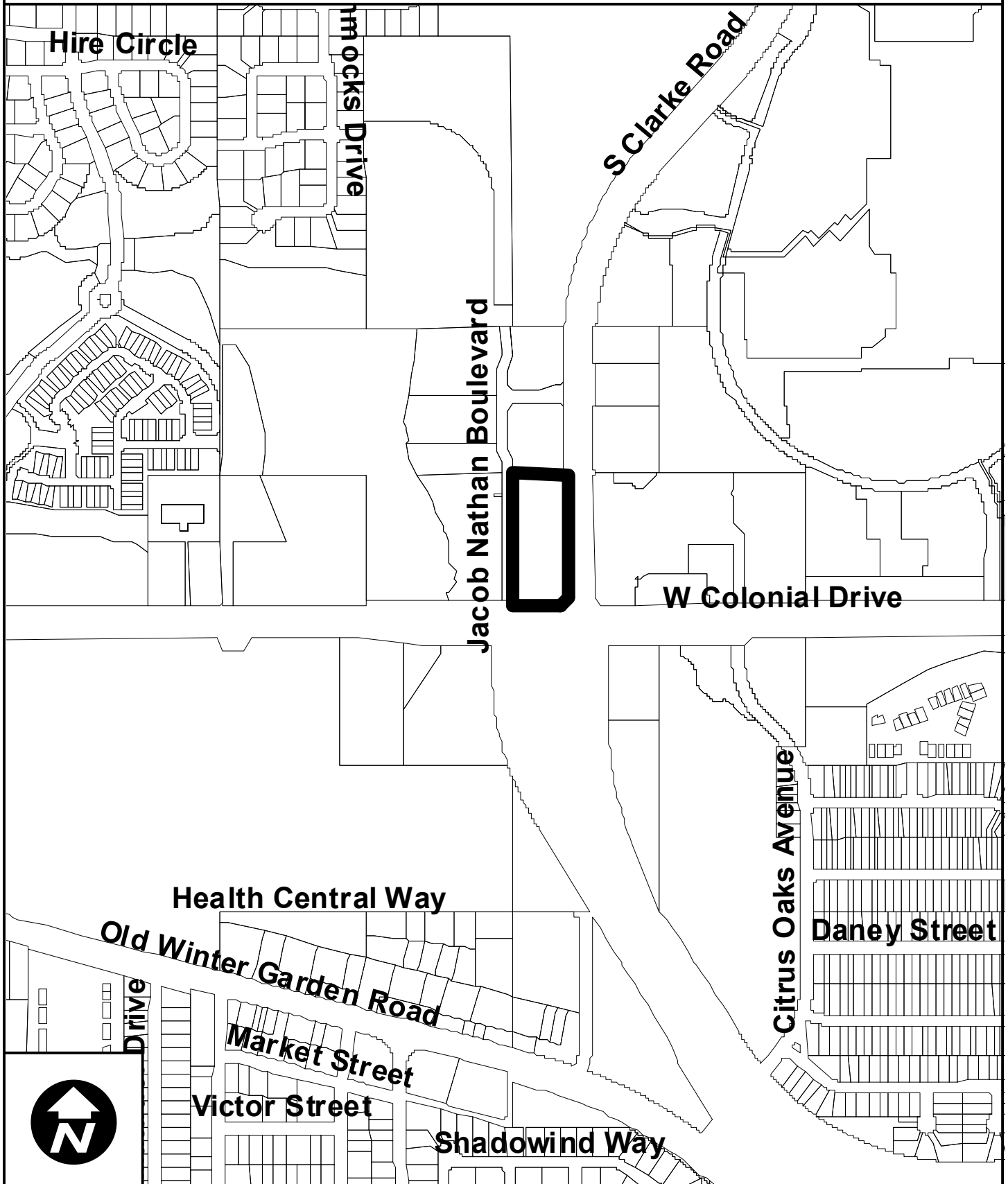
1. Location Map
2. Aerial Map
3. Zoning Map
4. 2019 Amended PUD
5. Wawa SR50 & Clarke PUD Plans
6. Substantial Amendment Ordinance - Ocoee Town Shops PUD
7. Advertisement

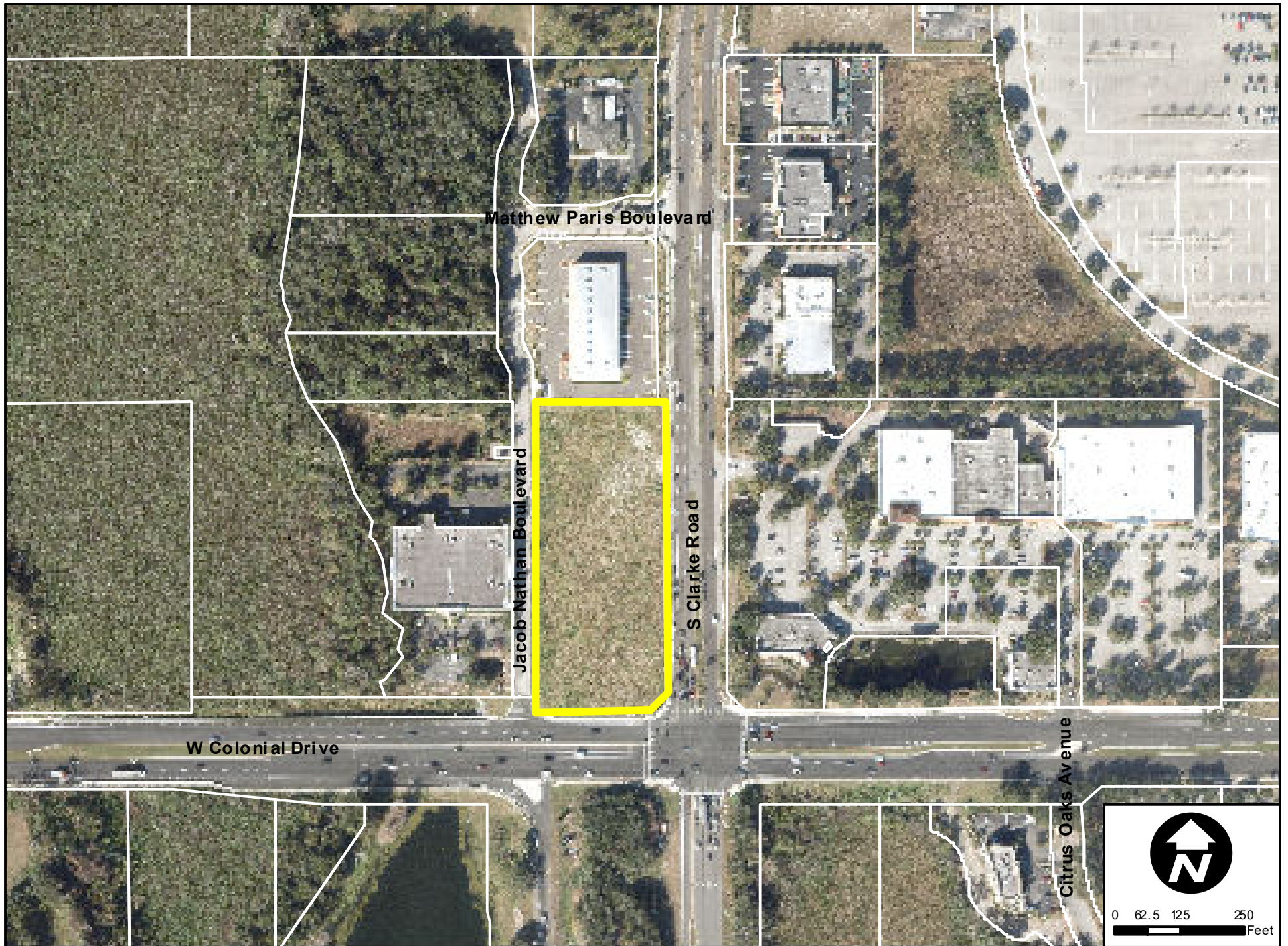
Financial Impacts:

None

Type of Item: Second Reading

Substantial PUD Amendment for Ocoee Town Shops Location Map





Matthew Paris Boulevard

Jacob Nathan Boulevard

S Clarke Road

W Colonial Drive

Citrus Oaks Avenue



0 62.5 125 250
Feet

Substantial Amendment to PUD for Ocoee Town Shops Surrounding Zoning Map



Development Services
Department

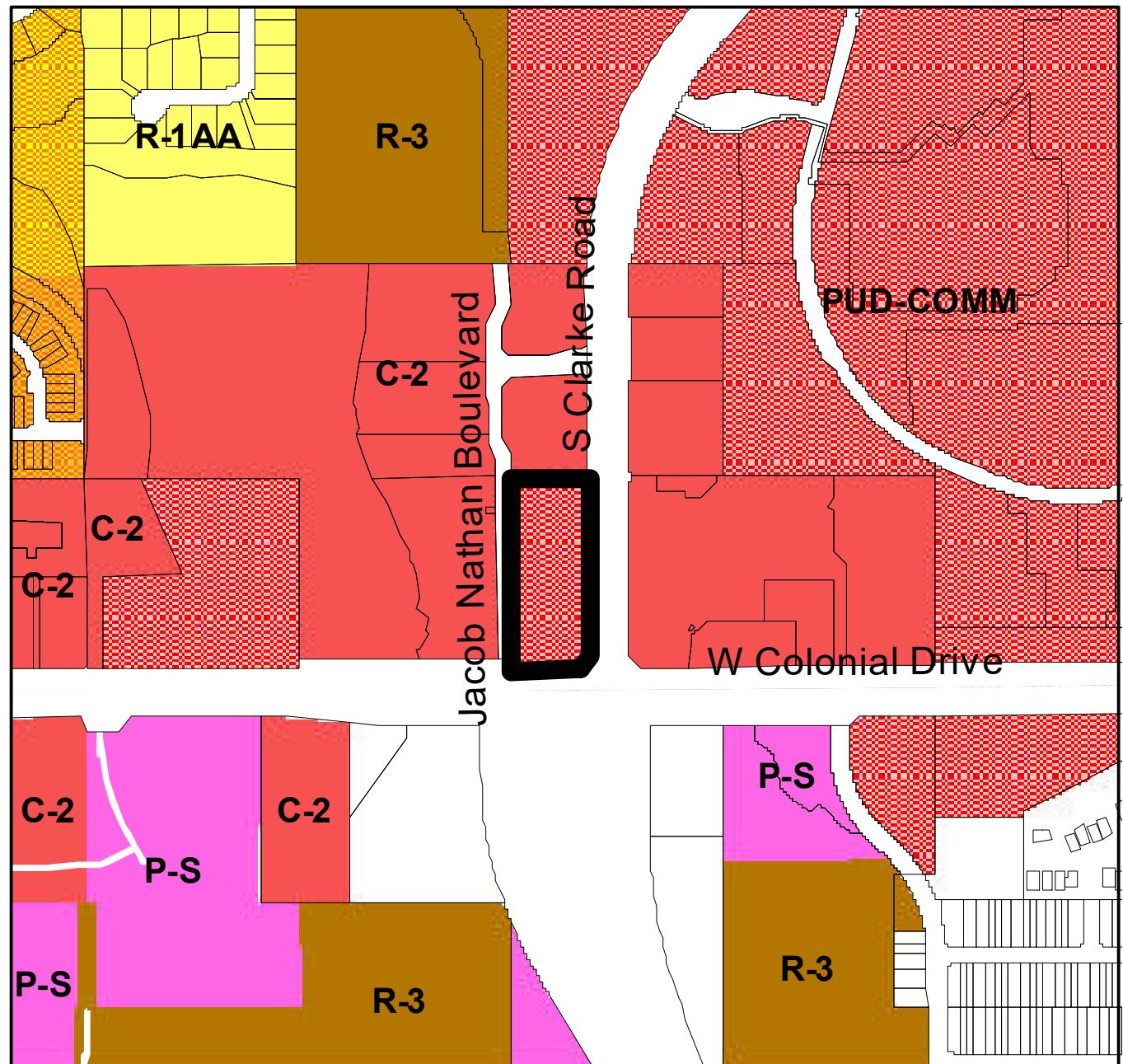
0 120 240 480
Feet

Created: October 2022

 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



SITE DATA (PER APPROVED LANDUSE/PD DATED 12/01/09)
PROPERTY LOCATION: 9729 W. COLONIAL DR.

PROPERTY EXISTING ZONING: PUD
PROPERTY PROPOSED ZONING: PUD-COMM

PROPERTY FUTURE LAND USE DESIGNATION: COMMERCIAL
EXISTING USE: VACANT
PROPOSED USE: COMMERCIAL, RETAIL, RESTAURANT, MEDICAL OFFICE,
FINANCIAL SERVICES, PROFESSIONAL OFFICE (OTHER USES NOT LISTED ARE PROHIBITED)
PROJECT AREA: 3.30± ACRES

EXISTING BUILDING: 0 S.F.
TOTAL BUILDINGS' AREA: 27,750 S.F.
TOTAL GROSS FLOOR AREA: 27,750 S.F.*
* A TOTAL BUILDING AREA OF 30,443 G.S.F. WAS APPROVED UNDER THE LUP/PD DATED 12/01/09

ALLOWABLE FLOOR AREA: 3.0
PROPOSED FLOOR AREA: 0.19

BUILDING SETBACKS (REQUIRED)		BUILDING SETBACKS (PROPOSED)	
FRONT (WEST) (JACOB NATHAN BLVD.)	10'	FRONT (WEST) (JACOB NATHAN BLVD.)	13.65'
SIDE (NORTH)	10'	SIDE (NORTH)	49.95'
SIDE (SOUTH) (S.R.50)	50'	SIDE (SOUTH) (S.R.50)	50'
REAR (EAST) (CLARKE RD.)	25'	REAR (EAST) (CLARKE RD.)	25'

LANDSCAPE BUFFERS (REQUIRED)		LANDSCAPE BUFFERS (PROPOSED)	
FRONT (WEST) (JACOB NATHAN BLVD.)	10'	FRONT (WEST) (JACOB NATHAN BLVD.)	10'
SIDE (NORTH)	10'	REAR (NORTH)	10'
SIDE (SOUTH) (S.R.50)	40'	SIDE (SOUTH) (S.R.50)	40'
REAR (EAST) (CLARKE RD.)	15'	SIDE (EAST) (CLARKE RD.)	15'

PARKING
PARKING REQUIRED
RETAIL: 20,000 S.F. x (1 SPACE PER 200 S.F.) 100 SPACES
ESTIMATED RESTAURANT: 230 SEATS x (1 SPACE PER 4 SEATS) 58 SPACES
TOTAL PARKING REQUIRED: RETAIL + ESTIMATED RESTAURANT 158 SPACES

PARKING PROVIDED
STANDARD PARKING SPACES 142 SPACES
HANDICAP PARKING 8 SPACES
PARKING PROVIDED 150 SPACES

* THE APPROVED LAND USE / PD PLAN DATED 12/01/09 ALLOWED FOR A REDUCTION OF 9 PARKING SPACES FROM WHAT WAS REQUIRED (163 SPACES PROVIDED VERSUS 172 SPACES REQUIRED). THIS REPRESENTS AN OVERALL PARKING DEFICIT OF (9/172) 5.2% FROM WHAT WAS REQUIRED. UPON COMPLETION OF THE PROPOSED DEVELOPMENT, THE SITE WILL HAVE A SMALLER DEFICIT (8/158) OF 5.0% OF PARKING SPACES FROM THE ALLOWABLE DEFICIT UNDER THE APPROVED PARKING WAIVER (DATED 12/1/2009).

SITE AREA CALCULATIONS (OVERALL) PER THIS MASTER PLAN

BUILDING FOOTPRINT	27,750 ± S.F.		
PAVING	58,268 ± S.F.		
SIDEWALK AND CONCRETE PAVEMENT	6,074 ± S.F.		
IMPERVIOUS AREA	92,092 ± S.F.	2.11 ± AC.	64.06 %
PERVIOUS AREA	51,656 ± S.F.	1.19 ± AC.	35.94 %
TOTAL SITE AREA	143,748 ± S.F.	3.30 ± AC.	100.00 %

MAXIMUM IMPERVIOUS COVER ALLOWED 76 %
IMPERVIOUS COVER PROPOSED 64.06 %

FLOOD ZONE
THE PROJECT IS IN ZONE "X" PER FEMA F.I.R.M. PANEL 12095C0220 F DATED: SEPTEMBER 25, 2009.

SOILS
ARENTS, TAVARES FINE SAND AND TAVARES MILLHOPPER FINE SAND.

WETLAND STATEMENT
THERE ARE NO JURISDICTIONAL WETLANDS OR WATER BODIES WITHIN THE PROJECT SITE.

HAZARDOUS MATERIALS STATEMENT
DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

LIGHTING NOTE
ALL PARKING LIGHT POLES & BUILDING FIXTURES ARE TO BE BLACK IN COLOR AND NOT TO EXCEED 30 FEET IN HEIGHT AND THEY SHALL BE EQUIPPED WITH SHIELDED OR FULL-CUTOFF LUMINAIRES INCORPORATING FLUSH-MOUNTED LENSES. LIGHTING SHALL COMPLY WITH LDC, ARTICLE VI, SECTION 6-14, C, (2), (i), vii.

DUMPSTER NOTE
THE DUMPSTER SHALL BE ENCLOSED WITH A BLOCK WALL WITH SOLID BLACK METAL GATES (LDC, ARTICLE VI, SECTION 6-14, C, (1), (j)).

WATER SERVICE
THE CITY BASES WATER USE ON FIXTURE COUNTS WHICH IS PRESENTLY UNDETERMINED.

SEWER SERVICE
THE CITY BASES SEWER USE ON FIXTURE COUNTS WHICH IS PRESENTLY UNDETERMINED.

TRAFFIC DATA
RETAIL/SHOPPING
27,750 S.F. @ 42.70 PER 1,000 S.F. = 1,185 TRIPS

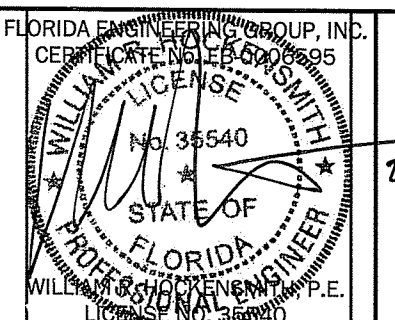
PHASING
THIS PROJECT WILL BE CONSTRUCTED IN MULTIPLE PHASES.

SIGNS
MONUMENT SIGNS SHALL BE 12' HIGH BY 15'-11" WIDE.

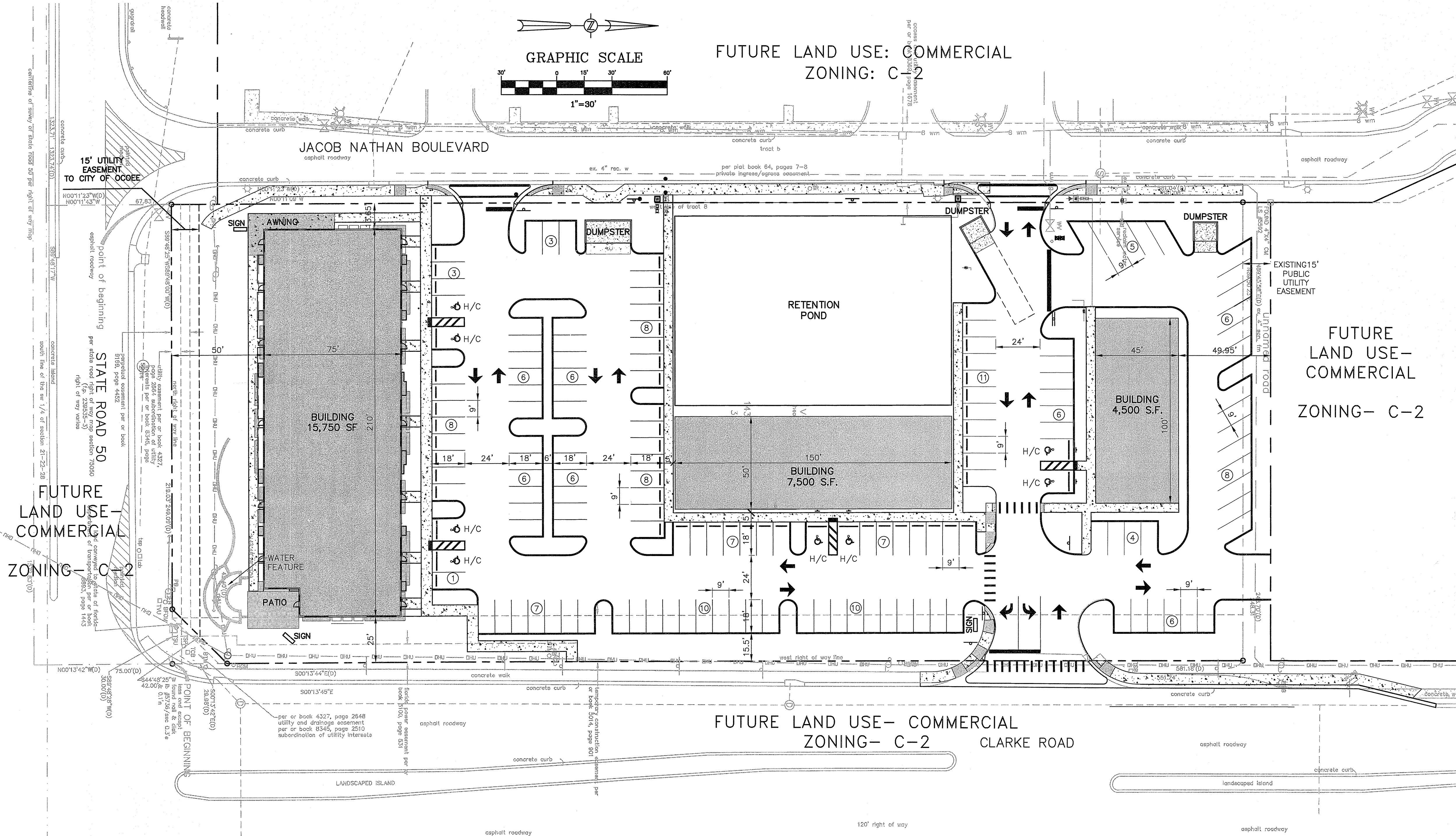
Ocoee Town Shop PUD, Project No. RZ-18-06-08 - Substantial Amendment to the Planned Unit Development and Use Plan PUD/LUP and Use Plan (PUD/LUP) - Ordinance No. 2019-008

The Mayor and City Commissioners on February 19, 2019, under Agenda Item 10, approved the Substantial Amendment to the Planned Unit Development and Use Plan (PUD/LUP) for the Ocoee Town Shop PUD.

Rusty Johnson Mayor
Attest: [Signature] City Clerk



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY (ENGINEER), P.E. ON (DATE) USING A DIGITAL SIGNATURE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



10/19/2018	PER CITY COMMENTS 7/13/18	JSM	WRH
1/3/2019	PER DEVELOPER	WRH	WRH
1/7/2019	BUILDING FEATURES	WRH	WRH
DATE	REVISIONS	BY	CHECKED

OCOEE TOWN SHOPS
9729 W. COLONIAL DR. OCOEE, FLORIDA



5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

P.U.D. PLAN

DESIGNED BY WRH
DRAWN BY JSM
CHECKED BY WRH
APPROVED BY WRH

PROJECT NO. 15-061
SCALE 1"=30'
DATE OCTOBER 19, 2018
SHEET NO. 1
SHEET 1 OF 1

PARCEL DESCRIPTION

(OFFICIAL RECORDS BOOK 10892, PAGE 7963)
THAT PART OF LOT 8, ORLANDO GROVES ASSOCIATION, LAKE LOTT GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK E, PAGE 52, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°47'52" EAST 1323.74 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 TO THE WEST LINE OF SAID LOT 8; THENCE RUN NORTH 00°11'23" WEST ALONG SAID "EAST" LINE, 87.83 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50 (PER F.D.O.T.R/W MAP JOB NO. 7505-105) FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00°11'23" WEST, CONTINUING ALONG SAID WEST LINE, 581.04 FEET TO THE NORTH LINE OF SAID LOT 8; THENCE RUN NORTH 89°45'58" EAST ALONG SAID NORTH LINE, 248.70 FEET TO THE WEST RIGHT-OF-WAY LINE OF CLARK ROAD (A 120' RIGHT-OF-WAY); THENCE RUN SOUTH 00°13'44" EAST ALONG WEST LINE, 561.18 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 50; THENCE RUN SOUTH 89°48'00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 249.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LANDS CONVEYED TO FLORIDA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 8893, PAGE 1443, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT A BROKEN 6-INCH BY 6-INCH CONCRETE MONUMENT WITH A 1/2 INCH IRON PIPE WITH NO IDENTIFICATION AS SHOWN ON FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORD DOCUMENT NO. 065160 MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°22'46" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 21 A DISTANCE OF 2652.34 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 21, RUN SOUTH 00°11'55" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 28 A DISTANCE OF 7.12 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 50 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 75050, FINANCIAL PROJECT NO. 2395353; THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 28, RUN NORTH 89°48'28" EAST ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 1572.83 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE WEST RIGHT-OF-WAY LINE OF CLARKE ROAD; THENCE DEPARTING SAID CENTERLINE OF SURVEY, RUN NORTH 00°13'42" WEST ALONG SAID SOUTHERLY PROJECTION A DISTANCE OF 75.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF AFORESAID STATE ROAD 50 AS SHOWN ON THE AFORESAID RIGHT-OF-WAY MAP FOR A POINT OF BEGINNING; THENCE RUN SOUTH 89°48'28" WEST ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE OF STATE ROAD 50 A DISTANCE OF 30.00 FEET; THENCE DEPARTING EXISTING NORTH RIGHT-OF-WAY LINE OF STATE ROAD 50, RUN NORTH 44°48'28" EAST A DISTANCE OF 42.40 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID CLARKE ROAD; THENCE RUN SOUTH 00°13'42" EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF CLARKE ROAD A DISTANCE OF 29.98 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE SOUTHERLY ONE-HALF OF ROADWAY DESCRIBED IN THAT CERTAIN RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ABANDONING AND VACATING CERTAIN UNNAMED ROADWAY RECORDED DECEMBER 18, 2009 IN OFFICIAL RECORDS BOOK 9978, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

*APPARENT SCRIVENER'S ERROR -- "EAST" SHOULD BE "WEST"

NOTE:

PARCEL DESCRIPTION PROVIDED BY AMERICAN SURVEYING & MAPPING, INC., DATED 06/20/21

SUBSTANTIAL AMIENDMMENT TO
THE OCOEE TOWN SHOPS P.U.D
/ P.U.D. LAND USE PLAN FROM
FEBRUARY 19, 2019

FOR:

WAWA
SR-50 & CLARKE RD

NW CORNER OF SR-50 & CLARKE ROAD
CITY OF OCOEE, FLORIDA

PARCEL ID #:
21-22-28-6328-00-070

PREPARED FOR:
BLUE CASTLE DEVELOPMENT, LLC
WINDERMERE, FLORIDA 34786

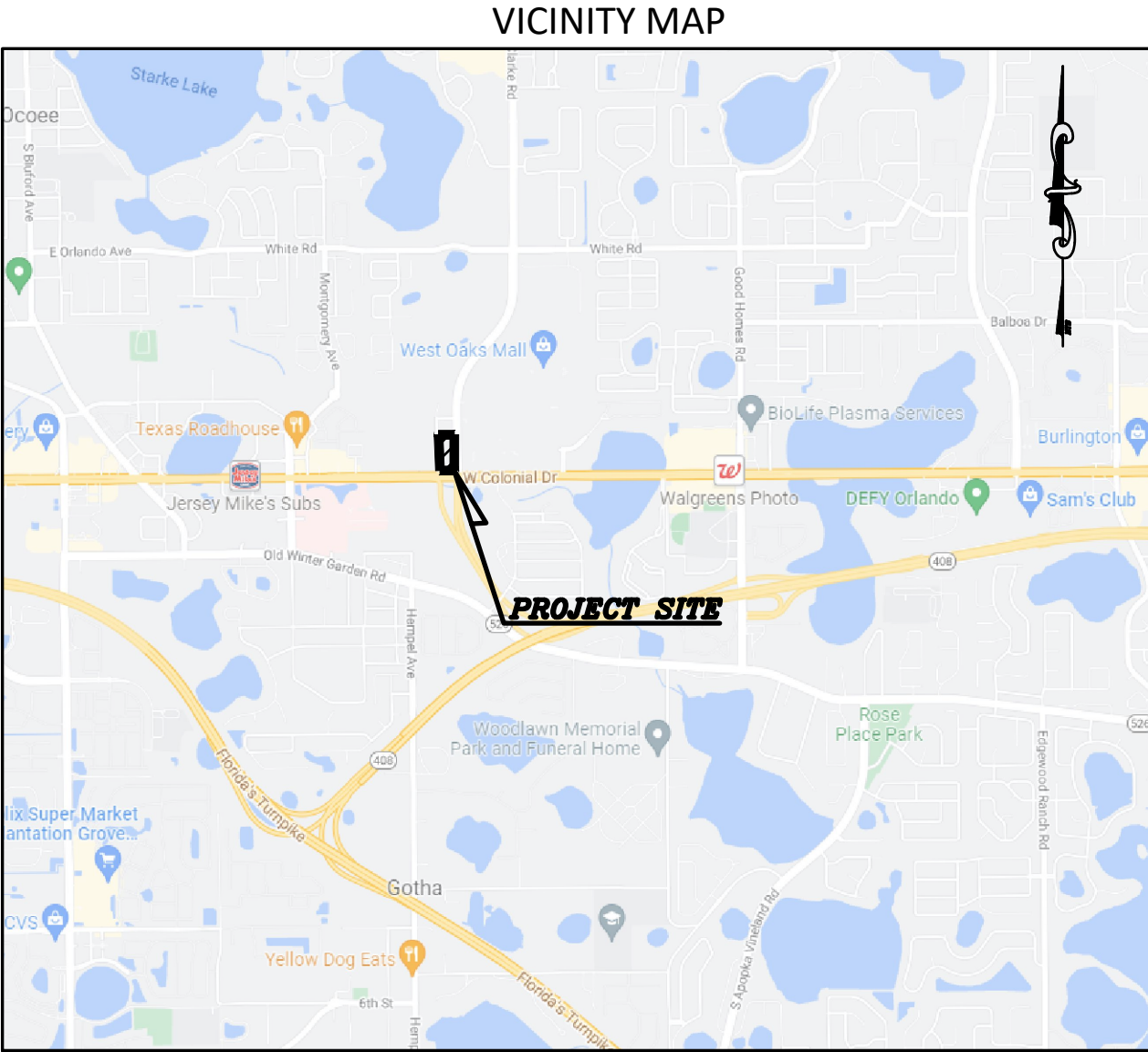
PREPARED
BY:

KCG

KELLY,
COLLINS &
GENTRY, INC.
ENGINEERING • PLANNING

1700 NORTH ORANGE AVENUE
SUITE 400
ORLANDO, FLORIDA 32804
PHONE (407) 898-7858
FAX (407) 898-1488

SECTION 21 TOWNSHIP 22 SOUTH, RANGE 28, ORANGE COUNTY, FLORIDA



SCALE: 1"=2000'

WAWA SR-50 & CLARKE
OCOEE, FL

DEVELOPMENT TEAM:

DEVELOPER

BLUE CASTLE DEVELOPMENT, LLC
1568 LAKE WHITNEY DRIVE
WINDERMERE, FL 34786
PHONE: (321) 303-5706

ENGINEER

KELLY, COLLINS & GENTRY, INC.
1700 NORTH ORANGE AVENUE,
SUITE 400
ORLANDO, FLORIDA 32804
PHONE: (407) 898-7858
FAX: (407) 898-1488

SURVEYOR

AMERICAN SURVEYING & MAPPING, INC.
1030 N. ORLANDO AVE, SUITE B
WINTER PARK, FL 32789
PHONE: (407) 426-7979

ARCHITECT

CUHACHI & PETERSON ARCHITECTS, ENGINEERS, PLANNERS
930 WOODCOCK ROAD, SUITE 101
ORLANDO, FL 32803
PHONE: (407) 661-9100

UTILITIES:

WATER

CITY OF OCOEE
1800 A.D. MIMS ROAD
OCOEE, FLORIDA 34761

RECLAIMED

CITY OF OCOEE
1800 A.D. MIMS ROAD
OCOEE, FLORIDA 34761

SEWER

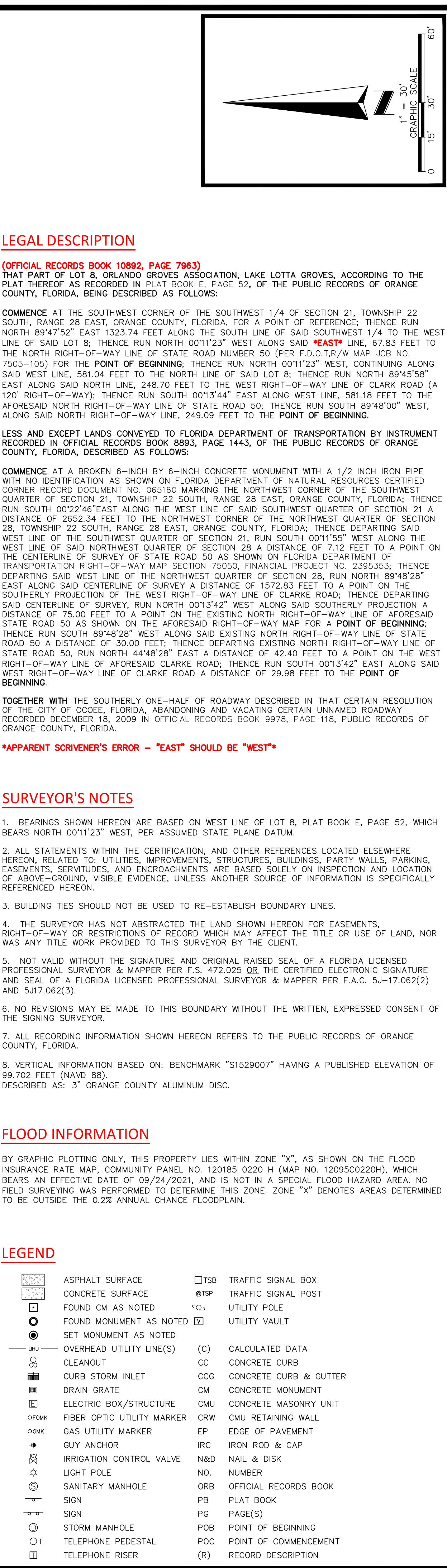
CITY OF OCOEE
1800 A.D. MIMS ROAD
OCOEE, FLORIDA 34761

ELECTRIC

DUKE ENERGY
452 E CROWN POINT RD
WINTER GARDEN, FL 34787

SHEET INDEX

<u>SHEET TITLE</u>	<u>SHEET NO.</u>
COVER SHEET	C-1.0
BOUNDARY & TOPOGRAPHIC SURVEY	1 OF 1
OVERALL PLAN	C-2.0 - C-2.1
SIGNAGE PLAN	S-1
BUILDING ELEVATIONS	BE-1 - BE-2
REVISIONS:	
DATE	DESCRIPTION
	DRAWN: CLN
	DESIGN: SCF
	CHECKED: SMG
	JOB NO.: 1545.000
	DATE: 07/27/2022
	SHEET
	C-1.0



JOB NO.: 220533

SCALE: 1"=30'

FIELD DATE: 06/20/2021

FIELD BY: TJ

DRAWN BY: EGV

APPROVED BY:

DRAWING FILE #

220533_9729 W COLONIAL DR.DWG



ASM
AMERICAN
SURVEYING
& MAPPING INC.
 CERTIFIED SURVEYING FIRM #6293
 5010 N. LOGAN BLVD. SUITE 200
 OKLAHOMA CITY, OK 73105
 (405) 442-7579
WWW.AMERICANSURVEYING.COM



PARKING
PARKING TO BE IN ACCORDANCE WITH THE OCOEE CITY CODE
"ARTICLE VI, 6-4. - OFF STREET PARKING STANDARDS."

SITE AREA CALCULATIONS (OVERALL)				
	WAWA	FUTURE DEVELOPMENT *		
BUILDING FOOTPRINT	5,636 ± S.F.	4,600 ± S.F.		
PAVING, CONCRETE, SIDEWALK	56,987 ± S.F.	29,831 ± S.F.		
IMPERVIOUS AREA	62,623 ± S.F.	34,431 ± S.F.	2.23 ± AC	67.58%
PERVIOUS AREA	36,590 ± S.F.	10,354 ± S.F.	1.07 ± AC	32.42%
TOTAL SITE AREA	99,213 ± S.F.	44,785 ± S.F.	3.30 ± AC	100.00%

* FUTURE DEVELOPMENT AREAS ESTIMATED MAY VARY UPON FINAL DESIGN.	
MAXIMUM IMPERVIOUS COVER ALLOWED	76.00%
IMPERVIOUS COVER PROPOSED	67.58%

THE PROJECTS IS IN ZONE "X" PER FEMA F.I.R.M. PANEL 12095C0220 F DATED: SEPTEMBER 25, 2009.

SOILS
ARENTS, TAVARES FINE SAND AND TAVARES MILLHOPPER FINE SAND.

WETLAND STATEMENT

HAZARDOUS MATERIALS STATEMENT

DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

LIGHTING NOTE

ALL PARKING LIGHT POLES & BUILDING FIXTURES ARE TO BE BLACK IN COLOR AND NOT TO EXCEED 30 FT. IN HEIGHT AND THEY SHALL BE EQUIPPED WITH SHIELDED OR FULL-CUTOFF LUMINARIES INCORPORATING FLUSH-MOUNTED LENSES. LIGHTING SHALL COMPLY WITH LDC, ARTICLE VI, SECTION 6-14, C, (2), (i), vii.

DUMPSTER NOTE
THE DUMPSTER SHALL BE ENCLOSED WITH A BLOCK WALL WITH SOLID BLACK METAL GATES.

WATER SERVICE

THE CITY BASES WATER USE ON FIXTURE COUNTS WHICH IS PRESENTLY UNDETERMINED.

SEWER SERVICE

THE CITY BASES SEWER USE ON FIXTURE COUNTS WHICH IS PRESENTLY UNDETERMINED.

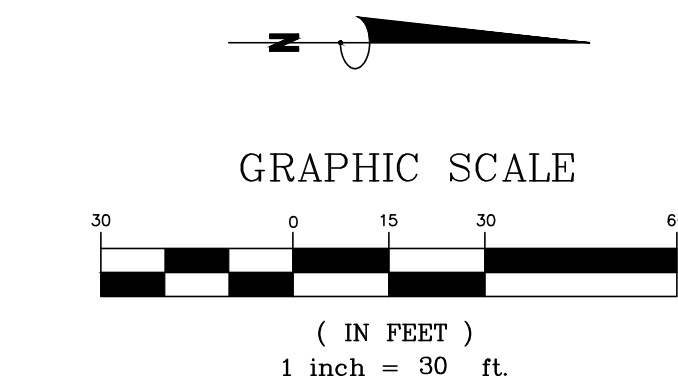
TRAFFIC DATA
CONVENIENCE STORE - TRIPS @ 5,636 S.F. = 1,028 TRIPS
FUTURE DEVELOPMENT - TRIPS @ 4,600 S.F. = TBD

PHASING
THIS PROJECT WILL BE CONSTRUCTED IN MULTIPLE PHASES.

SIGNS

SEE ATTACHED SIGN PLANS SHEET S-1 FOR SINGAGE.

FUTURE DEVELOPMENT TO BE IN ACCORDANCE WITH THE OCOEE CITY CODE "ARTICLE VIII - SIGNS, 8-4. GENERAL STANDARDS."

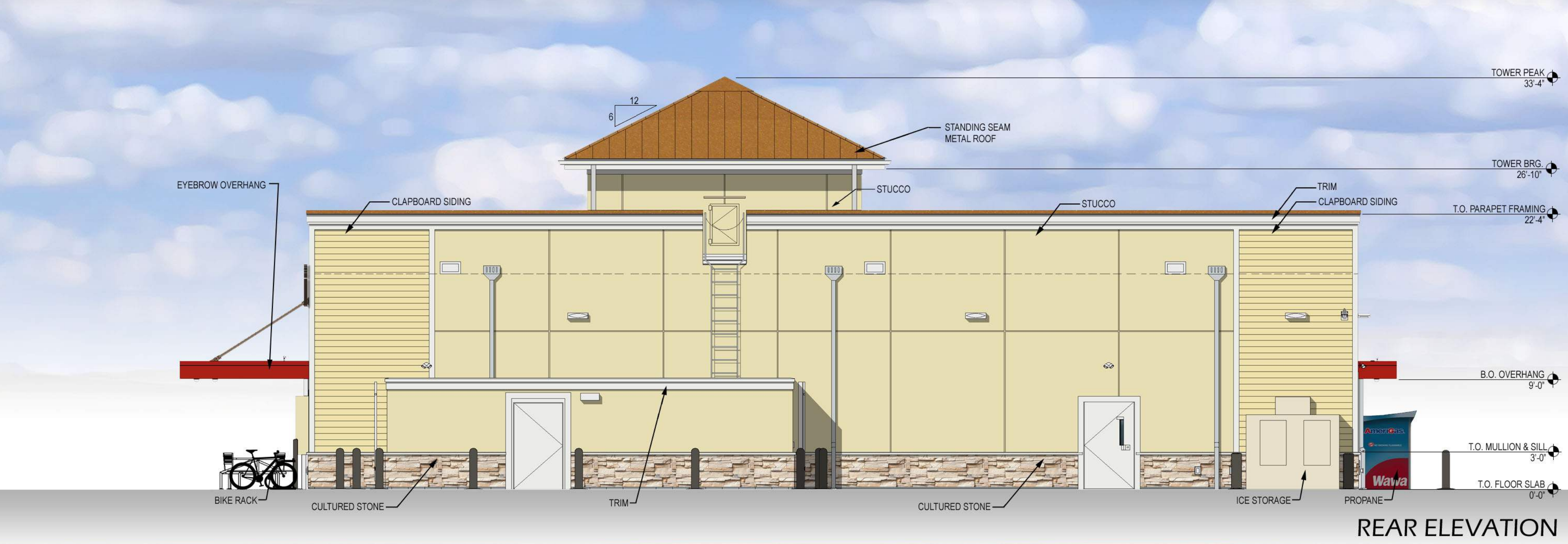




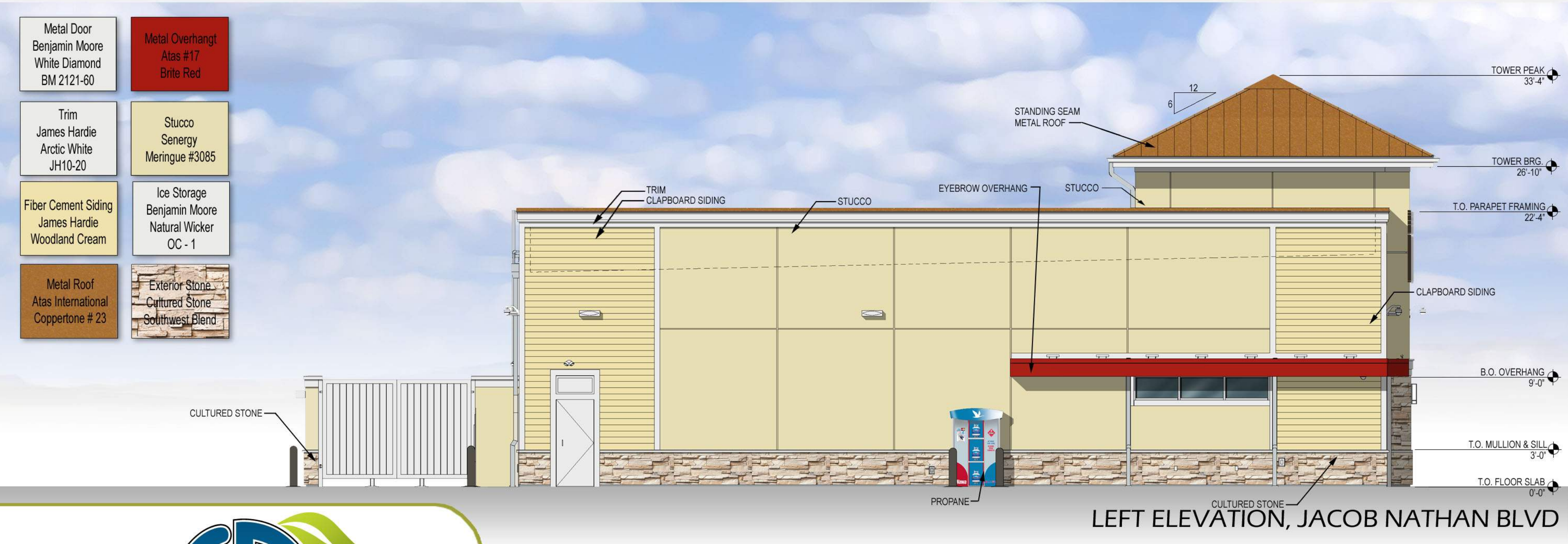
RIGHT ELEVATION, S. CLARKE ROAD



FRONT ELEVATION, S.R. 50

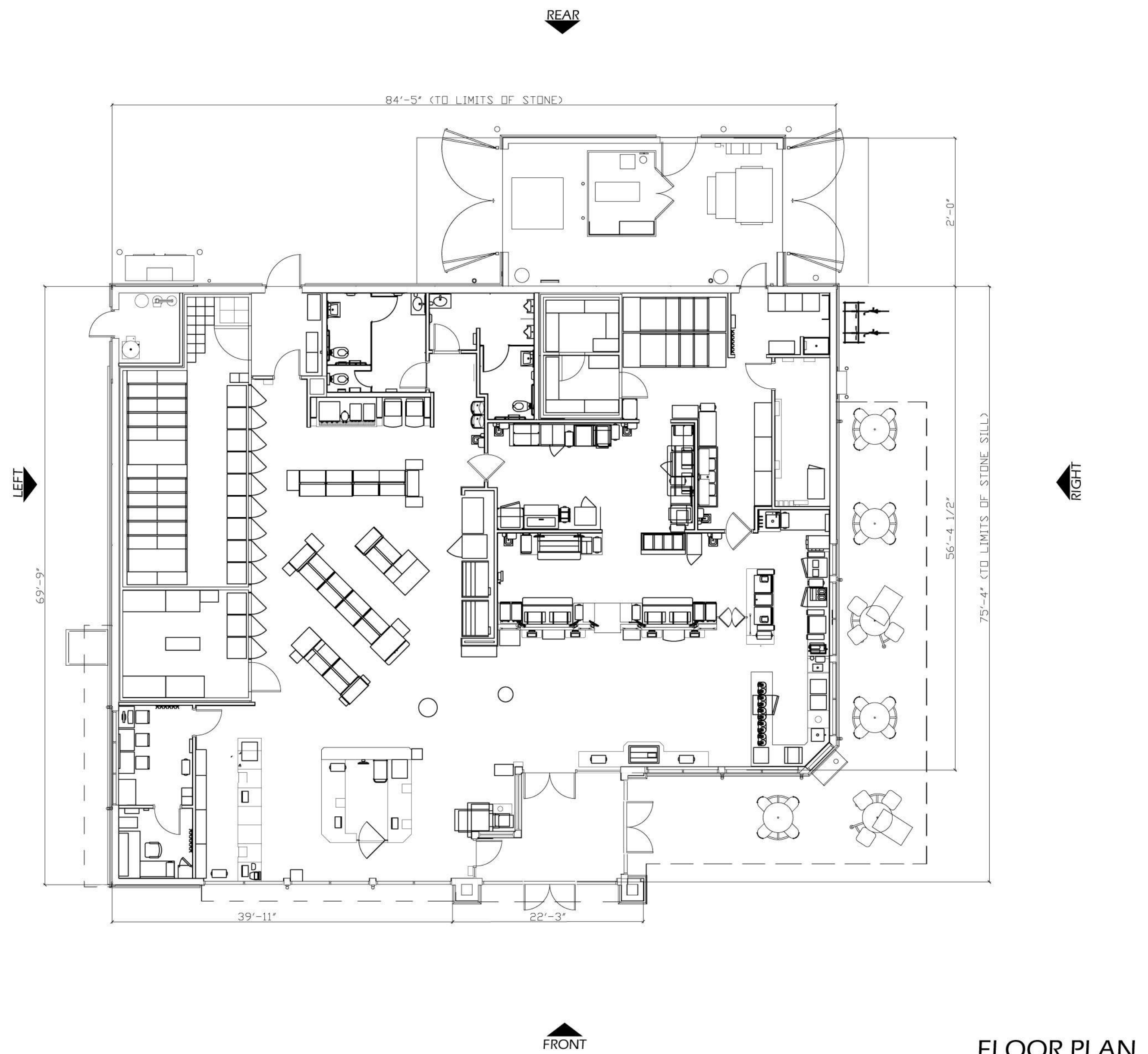


REAR ELEVATION



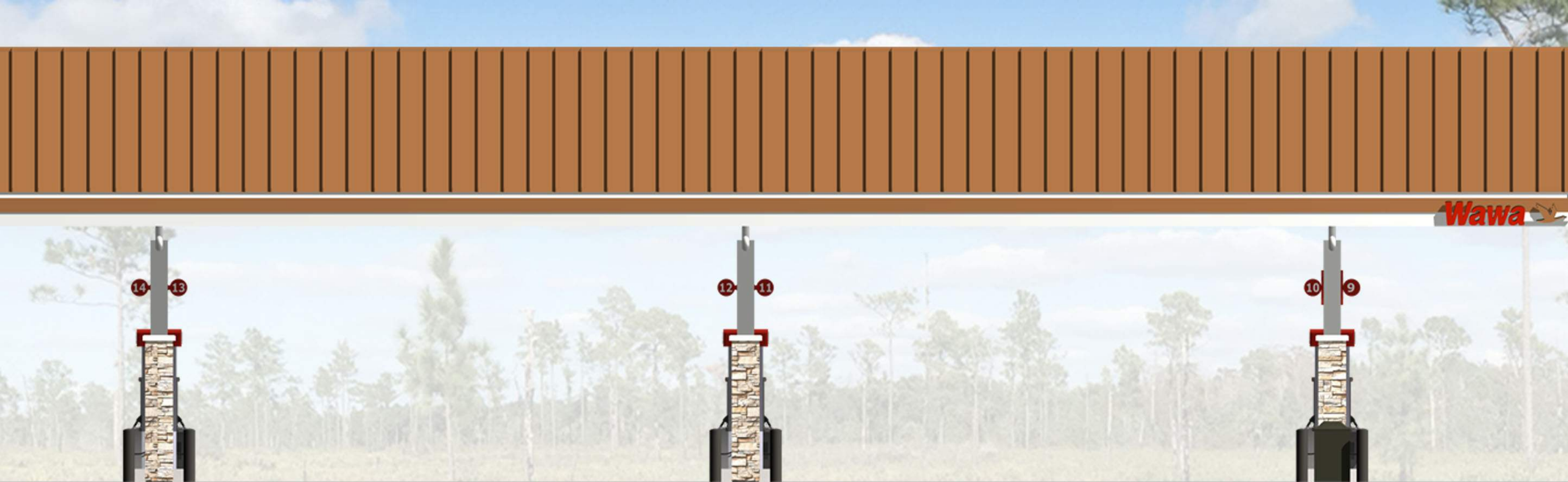
LEFT ELEVATION, JACOB NATHAN BLVD

Metal Door Benjamin Moore White Diamond BM 2121-60	Metal Overhang Atlas #17 Brute Red
Trim James Hardie Arctic White JH10-20	Stucco Senergy Meringue #3085
Fiber Cement Siding James Hardie Woodland Cream	Ice Storage Benjamin Moore Natural Wicker OC-1
Metal Roof Atlas International Coppertone # 23	Exterior Stone Cultured Stone Southwest Blend



FLOOR PLAN

NOTE:
SIGNAGE IS SHOWN FOR REFERENCE ONLY
SEPARATE PERMIT REQUIRED



CANOPY SIDE ELEVATION



CANOPY END ELEVATION

Metal
Atas International
Bone White
26

Metal Roof
Atas International
Coppertone
23

Exterior Stone
Cultured Stone
Southwest Blend



CANOPY PERSPECTIVE VIEW

The Wawa fuel canopy is a registered service mark in the U.S. Patent and Trademark Office. The fuel canopy, as well as Wawa's brand names, slogans, logos, service marks, and other trademarks of Wawa's goods, services, and promotions belong exclusively to Wawa, Inc. and/or Wild Goose Holding Co., Inc. and are protected from copying and simulation under national and international trademark and copyright laws and treaties throughout the world.

**ORDINANCE NO. 2023-
(Substantial Amendment to Ocoee Town Shops PUD)**

TAX PARCEL ID: 21-22-28-6328-00-070

CASE NO. RZ-22-07-42: Ocoee Town Shops PUD

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, APPROVING A SUBSTANTIAL AMENDMENT TO THE LAND USE PLAN (LUP) FOR THE OCOEE TOWN SHOPS PLANNED UNIT DEVELOPMENT (PUD) FOR CERTAIN REAL PROPERTY COMPRISING APPROXIMATELY 3.39 ACRES AND LOCATED ON THE NORTHWEST CORNER OF SOUTH CLARKE ROAD AND WEST COLONIAL DRIVE/STATE ROAD 50, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; AMENDING THE OCOEE TOWN SHOPS PUD/LUP TO ALLOW A WAWA GAS STATION USE ON LOT 1 OF THE PUD; FINDING CONSISTENCY WITH THE COMMERCIAL FUTURE LAND USE MAP DESIGNATION OF THE OCOEE COMPREHENSIVE PLAN; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described owner (the “Owner”), has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to approve an amendment (the “Amendment”) to the Ocoee Town Shops Planned Unit Development / Land Use Plan (PUD/LUP), as approved by the Ocoee City Commission on December 1, 2009 (the “PUD”), as amended; and

WHEREAS, the Amendment was scheduled for consideration and recommendation by the Development Review Committee (“DRC”) on November 1, 2022; and

WHEREAS, the DRC recommended approval of said Amendment; and

WHEREAS, the Amendment was scheduled for consideration and recommendation by the Planning and Zoning Commission of the City of Ocoee (“P&Z”); and

WHEREAS, on November 8, 2022, the P&Z held an advertised public hearing on the Amendment and, after discussion, recommended approval of the Substantial Amendment to allow a Wawa Gas Station on Lot 1 of the PUD subject to conditions; and

WHEREAS, on January 17, 2023, the Ocoee City Commission has held an advertised de novo public hearing with respect to the proposed Substantial Amendment and this Ordinance and determined that an Amendment to the PUD to allow a Wawa Gas Station Use on Lot 1 of the Ocoee Landings PUD and this Ordinance are consistent with the City of Ocoee Comprehensive Plan, as amended; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 2. Amendment to PUD. The subject property is herein described as **Exhibit “A”**. The Amended PUD, Land Use Plan prepared by KCG, date July 27, 2022, with such additional revisions thereto, if any, as may be reflected in the minutes of the City Commission of the City of Ocoee meeting approving same, is hereby approved, subject to the Conditions of Approval as approved on December 1, 2009, as amended. The Amended PUD/LUP is attached hereto as **Exhibit “B”**, and by this reference made a part hereof. As described therein, the Amended PUD/LUP amends the previously approved PUD/LUP for Ocoee Town Shops PUD/LUP. All references to the PUD/LUP or the Amended PUD/LUP for Ocoee Town Shops PUD/LUP shall

hereafter refer to the previously approved PUD/LUP for Ocoee Town Shops PUD/LUP as amended by the attached Amended PUD/LUP.

SECTION 3. Ocoee Comprehensive Plan. The Ocoee City Commission hereby finds that this Ordinance is consistent with the Ocoee Comprehensive Plan.

SECTION 4. Inconsistent Ordinances. All ordinances or parts of ordinances in conflict or inconsistent herewith are repealed and rescinded as of the effective date of this Ordinance.

SECTION 5. 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 6. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk
(SEAL)

Rusty Johnson, Mayor

ADVERTISED _____, 2023
READ FIRST TIME _____, 2022
READ SECOND TIME AND PASSED
_____, 2023
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY**
this ____ day of _____, 2023.
Shuffield Lowman & Wilson, P.A.

By: _____
City Attorney

EXHIBIT “A”

ORLANDO GROVE ASSOCIATION E/52 THAT PT OF TRACT 8 LYING W OF CLARKE RD (LESS PTS TAKEN FOR R/W PER OR 4249/557 & ORD #90-36) & (LESS PT TAKEN FOR R/W SE COR PER 8893/1443) & VAC 15 FT TO N PER 9978/0118

EXHIBIT “B”

OCOEE TOWN SHOPS PUD LAND USE PLAN – SUBSTANTIAL AMENDMENT (DATED JULY 27, 2022)

Thursday, January 5, 2023 The West Orange Times 15B

Advertisement or Article

FIRST INSERTION

**CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE
OCOEE TOWN SHOPS SUBSTANTIAL AMENDMENT
TO THE PUD/LAND USE PLAN
CASE NUMBER: RZ-22-07-42**

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-9 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code, that on **TUESDAY, JANUARY 17, 2023, 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 Substantial Amendment to the Planned Unit Development (PUD)/Land Use Plan (LUP) for Ocoee Town Shops. The property identified is parcel number 21-22-28-6328-00-070. The subject property is approximately 3.39 Acres in size and is located at 9729 W. Colonial Dr. The applicant is requesting to amend the plan in order to allow a Wawa Gas Station as an approved use to the PUD.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, APPROVING A SUBSTANTIAL AMENDMENT TO THE LAND USE PLAN (LUP) FOR THE OCOEE TOWN SHOPS PLANNED UNIT DEVELOPMENT (PUD) FOR CERTAIN REAL PROPERTY COMPRISING APPROXIMATELY 3.39 ACRES AND LOCATED ON THE NORTHWEST CORNER OF SOUTH CLARKE ROAD AND WEST COLONIAL DRIVE/STATE ROAD 50, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; AMENDING THE OCOEE TOWN SHOPS PUD/LUP TO ALLOW A WAWA GAS STATION USE ON LOT 1 OF THE PUD; FINDING CONSISTENCY WITH THE COMMERCIAL FUTURE LAND USE MAP DESIGNATION OF THE OCOEE COMPREHENSIVE PLAN; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING 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, 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised 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 5, 2023 23-00152W



Meeting Date: January 17, 2023
Item #: 19

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for the Comprehensive Plan Amendment - Adoption of the Five-Year Schedule of Capital Improvements and Update of the Capital Improvements Element, Project No. CPA-2022-004. (Zoning Manager Whitfield)

Background Summary:

The First Reading on this item was held on December 6, 2022.

Section 163.3177(3)(a), F.S., requires that each local government Comprehensive Plan contains a Capital Improvements Element (CIE) designed to consider the need for, prioritization and location of public facilities in order to encourage the efficient use of such facilities as development occurs within the city. The CIE is required to include a Schedule of Capital Improvements (Schedule) incorporating publicly and privately funded projects necessary to ensure that the adopted level of service standards is achieved and maintained. The schedule shall cover at least a 5-year period. Section 163.3177(3)(b), F.S., requires that the City review, modify and update the Schedule and Capital Improvements Element on an annual basis. This annual update may be accomplished by ordinance and may not be deemed to be an amendment to the local comprehensive plan under Section 163.3184, F.S.

Capital Improvements Element Policy 1.5 states that the City shall continue, in conjunction with the annual process for the preparation of the operating budget, to prepare/update and adopt a five-year capital improvements program (CIP) in accordance with the timeline and priorities set forth in that Policy as well as Policies 1.1, 1.2 and 1.3. Pursuant to these policies, the City has reviewed its existing public services and facilities and future needs over the next five (5) years and prepared a five-year capital improvement plan and budget. The City conducted two (2) advertised public hearings to consider the budget and the proposed improvements. The adoption public hearing was held on September 21, 2022. After consideration of public comments, the City Commission adopted the FY 22/23 Budget and Schedule of Capital Improvements at its September 21, 2022, public hearing.

This ordinance proposes to amend the Capital Improvements Element to incorporate the capacity capital improvements from the adopted Five-Year Schedule of Capital Improvements and, as such, does not propose any new projects or improvements not previously reviewed and approved by the Ocoee City Commission. This amendment is applicable city-wide, and thus, no maps are included in the staff report.

Issue:

Should the City Commission approve the amendment to the Capital Improvements Element and update of the Five-Year Schedule of Capital Improvements for Fiscal Years 2022/23 through 2026/27 within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.) and Policy 1.5 of the Capital Improvements Element?

Recommendations:**Planning and Zoning Commission Recommendation:**

The Planning and Zoning Commission (P&Z) considered this amendment at its November 8, 2022, hearing and voted unanimously to recommend approval of the amendment to the Capital Improvements Element and update of the Five-Year Schedule of Capital Improvements for Fiscal Years 2022/23 through 2026/27 within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.) and Policy 1.5 of the Capital Improvements Element.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commission approve the amendment to the Capital Improvements Element and update of the Five-Year Schedule of Capital Improvements for Fiscal Years 2022/23 through 2026/27 within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.) and Policy 1.5 of the Capital Improvements Element.

Attachments:

1. Ordinance
2. Advertisement

Financial Impacts:

No financial impacts anticipated.

Type of Item: Second Reading

**ORDINANCE NO. 2023-
(Amendment to Capital Improvements Element
of the Comprehensive Plan and Update of the
Five-Year Schedule of Capital Improvements)
CASE NO. CPA-2022-004**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, IN ORDER TO COMPLY WITH SECTION 163.3177(3), FLORIDA STATUTES; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (the “Ocoee City Commission”) adopted the City of Ocoee Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes (F.S.), which has been amended from time to time (the “Comprehensive Plan”); and

WHEREAS, pursuant to Section 163.3177(3)(a), F.S., the Comprehensive Plan shall contain a Capital Improvements Element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and to include, at a minimum, a five-year schedule of capital improvements which include publicly and privately funded improvements; and

WHEREAS, pursuant to Section 163.3177(3)(b), F.S., the Capital Improvements Element, to include the Five-Year Schedule of Capital Improvements, must be reviewed and updated annually, and such update may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

WHEREAS, pursuant to Section 166.041(3), F.S., on November 8, 2022, the Planning and Zoning Commission held an advertised and publicly noticed public hearing to consider the amendment to the Capital Improvements Element to update the Five-Year Schedule of Capital Improvements; and

WHEREAS, following advertisement and a duly noticed public hearing on the Ordinance, on January 17, 2023, the Ocoee City Commission, in good faith, determined that this Ordinance is in the best interest of the City and its residents and approved the amendment to the Capital Improvements Element to update the Five-Year Schedule of Capital Improvements.

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 and Chapters 163 and 166, Florida Statutes.

SECTION 2. AMENDMENT OF THE COMPREHENSIVE PLAN. The Ocoee City Commission hereby amends the Capital Improvement Element of the Comprehensive Plan as set forth in **Exhibit “A”** attached hereto and by this reference made a part hereof, with underlines representing additions and strike-throughs representing deletions.

SECTION 3. TRANSMITTAL. The City Clerk is hereby authorized to transmit the required copies of the amendment to the City’s Capital Improvements Element of the Comprehensive Plan to the Florida Department of Economic Opportunity in accordance with Section 163.3177(3), F.S.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2023
READ FIRST TIME _____, 2023.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

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

this _____ day of _____, 2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT “A”

The Capital Improvements Element is hereby amended as follows:

CITY OF OCOEE COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT

IV. GOALS, OBJECTIVES, AND POLICIES

Policy 1.5: The City shall continue, in the conjunction with the annual process for preparation of the operating budget, to prepare/update and adopt a Five-Year Schedule of Capital Improvements, the first year of which shall be the annual capital portion of the adopted budget. The following criteria shall be followed in developing and updating the Schedule:

- A. The timetable for preparation shall be similar to that used for the preparation of the annual budget so that financial resources available for capital projects can be identified, implications of planned capital projects on the operating budget can be reflected.
- B. The Schedule (and the process for its update) shall conform to this plan, including specifically, but not limited to, the level of service standards, the implementation of projects identified in the various elements, the criteria for evaluating projects, and the criteria for establishing project priorities.
- C. This Element shall be reviewed at least annually in conjunction with the update of the CIP and shall be updated as needed to remain consistent with new information.
- D. The limitation on the use of revenue bonds as a percentage of total debt.
- E. The maximum ratio of total debt service and outstanding capital indebtedness to total revenue and property tax base. The City of Ocoee will manage its outstanding debt by limiting outstanding capital debt to a 1:10 ratio of total annual debt service to total annual City revenues.

Policy 1.6: Pursuant to Section 163.3177(3)(b), F.S., amendments to the Five-Year Schedule of Capital Improvements may be accomplished by ordinance and may not be deemed to be amendments to the Comprehensive Plan. Tables 6a through 6d6 represent reflects the capacity capital improvements from the City's currently adopted Fiscal Year 20242/20267 Five-Year Schedule of Capital Improvements, as adopted by the Ocoee City Commission on September 22, 2021September 21, 2022, to maintain the adopted levels of service standards for parks and recreation, stormwater, transportation and water and sewer utilities.

~~Table 6a. Parks & Recreation~~ [Table 6a stricken in its entirety.]

Parks & Recreation

Request Title	Funding	5 Year Total	21/22	22/23	23/24	24/25	25/26
Cemetery Fencing	Op Rev	50,000	-	50,000	-	-	-
Central Park Renovation	Op Rev	150,000	-	150,000	-	-	-
City Skate Park	Other Impact Fees	250,000	250,000	-	-	-	-
Dugout Remodel	Op Rev	10,000	10,000	-	-	-	-
Jim Beech Center Improvements	Op Rev	15,000	15,000	-	-	-	-
Jim Beech Complex Improvements	Op Rev	50,000	50,000	-	-	-	-
Jim Beech Recreation Center	Op Rev	100,000	100,000	-	-	-	-
Maguire House Improvements	Op Rev	100,000	100,000	-	-	-	-
Maguire Park Interpretative Signage & Amenities	CRA	50,000	-	-	50,000	-	-
Ocoee Cemetery Improvements	Op Rev	200,000	-	-	200,000	-	-
Park Playground	Op Rev	75,000	75,000	-	-	-	-
Sorenson Concession Stand	Other Impact Fees	160,000	160,000	-	-	-	-
Storage Shed	Op Rev	20,000	20,000	-	-	-	-
Synthetic Turf Renovation	Op Rev	500,000	-	500,000	-	-	-
Tennis/Pickleball Court Renovation	Other Impact Fees	170,000	170,000	-	-	-	-
Vignetti Ballfield Lights	Op Rev	396,000	-	-	396,000	-	-
Vignetti Park Improvements	Op Rev	50,000	-	-	50,000	-	-
Vignetti/Fitness Room Remodel	Op Rev	15,000	15,000	-	-	-	-
Wellness Park Construction	Grants	2,250,000	2,250,000	-	-	-	-
Grand Total		4,611,000	3,215,000	700,000	696,000	-	-

~~Table 6b. Stormwater/Drainage~~ [Table 6b stricken in its entirety.]

Stormwater

Request Title	Funding	5 Year Total	21/22	22/23	23/24	24/25	25/26
General Stormwater Improvements	Op Rev	1,600,000	320,000	320,000	320,000	320,000	320,000
Grand Total		1,600,000	320,000	320,000	320,000	320,000	320,000

~~Table 6c. Transportation~~ [Table 6c stricken in its entirety.]

Road Capacity

Request Title	Funding	5 Year Total	21/22	22/23	23/24	24/5	25/26
Maguire Road Phase 5	CRA	5,100,000	-	-	100,000	2,500,000	2,500,000
Maguire Road V Right of Way	Unfunded	1,000,000	-	1,000,000	-	-	-
Old Winter Garden Road Extension	Road Impact Fees	3,700,000	-	-	-	3,700,000	-
Grand Total		9,800,000	-	1,000,000	100,000	6,200,000	2,500,000

Road Operations

Request Title	Funding	5 Year Total	21/22	2/23	23/24	24/25	25/26
Bluford Avenue and Silver Star Road Traffic Signal Span Wire Replacement	Op Rev	38,000	38,000	-	-	-	-
Clarke and White Roads Traffic Signal Controller and Video Detection Upgrade	Op Rev	22,000	22,000	-	-	-	-
Clarke Road & SR 50 Mast Arm Upright Replacement	Op Rev	122,000	122,000	-	-	-	-
Clarke Road and AD Mims Road Traffic Signal Span Wire Replacement	Op Rev	45,000	45,000	-	-	-	-
Clarke Road Pavement Repairs	Op Rev	52,400	52,400	-	-	-	-
Resurfacing Clarke Road Silver Star to AD Mims	Op Rev	872,900	-	872,900	-	-	-
Resurfacing Hidden Glenn Subdivision	Op Rev	91,400	91,400	-	-	-	-
Resurfacing Johio Glenn Subdivision	Op Rev	106,900	106,900	-	-	-	-
Resurfacing Old Winter Garden Road	Op Rev	746,900	-	746,900	-	-	-
Resurfacing Prairie Lake Village Subdivision	Op Rev	335,000	-	335,000	-	-	-
Resurfacing Reflections Subdivision	Op Rev	250,200	250,200	-	-	-	-
Resurfacing Silver Bend Subdivision	Op Rev	267,000	-	267,000	-	-	-
Resurfacing South Maguire Road (Roberson to City Limit)	Op Rev	353,700	-	353,700	-	-	-
Resurfacing South Maguire Road SR 50 to Turnpike Bridge	Op Rev	196,000	196,000	-	-	-	-
Resurfacing Westchester Subdivision	Op Rev	104,000	-	104,000	-	-	-
Grand Total		3,603,400	923,900	2,679,500	-	-	-

~~Table 6d. Utilities~~ [Table 6d stricken in its entirety.]

Utilities

Request Title	Funding	5 Year Total	21/22	22/23	23/24	24/25	25/26
A.D. Mims Road/North Johio Shores Road							
Transmission Extension	Op Re	942,763	-	-	-	942,763	-
Admiral Point Reclaimed Retrofit	Op Re	1,208,784	-	-	-	-	1,208,784
Alley Way Sewer, East and West Phases	Op Re	300,000	300,000	-	-	-	-
Annual Gravity Main Repair and/or Lining	Op Re	250,000	50,000	50,000	50,000	50,000	50,000
Annual Major Water Line Replacement & Upgrade Program	Op Re	2,500,000	500,000	500,000	500,000	500,000	500,000
Annual Wastewater Plant Minor Repairs and Upgrades	Op Re	775,000	35,000	35,000	35,000	35,000	35,000
Annual Water Plant Minor Repairs and Upgrades	Op Re	185,000	45,000	35,000	35,000	35,000	35,000
Blackwood Construction	Op Re	87,734	87,734	-	-	-	-
Bluford Corridor - Construction	Op Re	1,983,541	210,415	1,773,126	-	-	-
Capital Ct./Roper Pkwy Lining and Manhole Coating	Op Re	364,764	-	-	-	364,764	-
Chlorine Contact Chamber Retractable Covers	Op Re	25,000	25,000	-	-	-	-
Clarke FM Relocation Phase I	Op Re	115,000	115,000	-	-	-	-
Clarke FM Relocation Phase II	Op Re	200,000	-	200,000	-	-	-
Clarke Road Widening	Unfunded	753,745	-	753,745	-	-	-
Fire Hydrant - Replacement and New	Op Re	775,000	35,000	35,000	35,000	35,000	35,000
Floral Street Sanitary Sewer	Bond Rev	650,000	650,000	-	-	-	-
Forrest Oaks Water Plant Above Ground Assembly for Chemical Injection	Op Re	250,000	-	-	-	250,000	-
Forrest Oaks Water Plant In-Line Fluoride Meter	Op Re	16,000	-	-	16,000	-	-
Lakewood/Rewis Water Main Replacement (Previous funding of \$562,500, Proj. No: P000065)	Op Re	1,072,245	-	-	-	1,072,245	-
Lauren Beth Water Main Extension Design and Construction	Op Re	1,042,259	1,042,259	-	-	-	-
Maguire Road Nitrogen Removal	Op Re	1,050,000	-	-	-	1,050,000	-
Major Station Pump Spare in Inventory (47hp)	Op Re	32,000	32,000	-	-	-	-
Ocoee Apopka Sanitary System Phase I	Op Re	1,854,744	-	1,854,744	-	-	-
Ocoee Apopka Sanitary System Phase II	Op Re	1,687,025	-	-	-	1,687,025	-
Ocoee System - Second High Service Pumping Facility	Op Re	1,718,145	-	1,718,145	-	-	-
Ocoee Wastewater Plant 2.0 mg Ground Storage Tank	Op Re	2,157,232	-	2,157,232	-	-	-
Ocoee Wastewater Plant 2.0 mg Ground Storage Tank Design	Op Re	263,000	263,000	-	-	-	-
Ocoee Wastewater Plant High Service Pump/ North Transmission Main	Op Re	1,074,497	1,074,497	-	-	-	-
Ocoee Wastewater Plant High Service Pump/ North Transmission Main (Design)	Op Re	99,975	99,975	-	-	-	-
Ocoee Wastewater Plant Nitrogen Removal Design 2024/2025 Construction 2025/2026	Op Re	842,000	-	-	142,000	700,000	-
Ocoee Wastewater Plant Power Upgrade - Construction	Op Re	2,051,285	-	2,051,285	-	-	-
Ocoee Wastewater Plant Power Upgrade Design	Op Re	223,500	223,500	-	-	-	-
Palm Dr Force Main	Op Re	163,000	163,000	-	-	-	-
RAS station Manifold Re-design	Op Re	142,000	-	-	142,000	-	-
Sanitary Sewer Manhole Replacement Program	Op Re	150,000	30,000	30,000	30,000	30,000	30,000
Sewer/Reclaim Line Upsize Associated with Development	Op Re	625,000	125,000	125,000	125,000	125,000	125,000
South Lake Johio Road Transmission Extension	Op Re	1,013,708	-	-	1,013,708	-	-
South Water Plant In-Line Fluoride Meter	Op Re	16,000	-	-	16,000	-	-
SR 429 Reclaimed Crossing	Op Re	75,000	75,000	-	-	-	-
SR 429 Widening relocate Water Lines	Unfunded	664,226	-	664,226	-	-	-

Table 6d. Utilities (Continued)

State Road 50 Lining and Manhole Coating	Op Re	286,492	-	286,492	-	-	-
Taylor & Kissimmee Streetscape - Construction	Op Re	631,581	-	631,581	-	-	-
W. Oakland Phase II	Unfunded	310,937	-	310,937	-	-	-
Wastewater Plant Ditch 1&2 Rotor 3 addition	Op Re	323,290	-	-	-	323,290	-
Wastewater Treatment Plant Nitrogen Removal Design	Op Re	142,000	-	-	-	-	142,000
Water Line Upsize Associated with Development	Op Re	625,000	125,000	125,000	125,000	125,000	125,000
Wholesale Re-sale Master Meter Assembly	Op Re	10,000	10,000	-	-	-	-
Grand Total		30,528,472	5,316,380	13,336,513	2,264,708	7,325,086	2,285,784

Table 6. City of Ocoee Five-Year Capital Improvements Plan

# Improvement Request Title	Funding Source	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	Total
Transportation Facilities							
N. Blackwood Avenue Streetscape &							
1 Roundabouts	CRA	\$ 200,000.00			\$ 2,000,000.00		\$ 2,200,000.00
2 Maguire Road Phase 5	CRA	\$ 450,000.00	\$ 3,000,000.00		\$ 3,000,000.00		\$ 6,450,000.00
3 Old Winter Garden Road Extension	CRA		\$ 2,500,000.00	\$ 3,700,000.00			\$ 6,200,000.00
4 Story Road Widening	CRA			\$ 800,000.00		\$ 9,000,000.00	\$ 9,800,000.00
5 S. Bluford Complete Street Project	CRA	\$ 5,558,579.00	\$ 5,000,000.00				\$ 10,558,579.00
Transportation Facilities Total:							\$ 35,208,579.00
Utility Facilities							
Current Operating							
1 Annual Water Main Line Extensions Program	Revenue	\$ 350,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 950,000.00
2 Bluford South Corridor	Fund Balance				\$ 1,967,956.00		\$ 1,967,956.00
Clarke FM Relocation South Portion to A. D. Mims (P000297)(to be added to Ext. Bdgt)							
3 Mims	Fund Balance	\$ 527,000.00					\$ 527,000.00
4 Floral Street Sanitary Sewer/Water	Fund Balance	\$ 635,464.00					\$ 635,464.00
Current Operating							
5 Forest Oaks Water Plant Tank	Revenue				\$ 230,000.00		\$ 230,000.00
Fullers Cross/Ocoee Apopka & Clinger Cove - New Lift Station (Force Main & Upgrade to Clinger)							
6 Lakewood Gravity Sewer - Wurst Rd to	ARPA Funding	\$ 2,200,000.00					\$ 2,200,000.00
7 Rewis St	Fund Balance				\$ 2,500,000.00		\$ 2,500,000.00
8 New Reclaimed Pumping Facility	ARPA Funding	\$ 1,784,145.00					\$ 1,784,145.00
9 New Reclaimed Storage Tank	ARPA Funding	\$ 2,282,231.00					\$ 2,282,231.00
Sewer/Reclaim Line Upsize Associated with Development							
10 Silver Star Water Main Loop (to be added	Revenue	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 875,000.00
11 to currently budgeted)	Fund Balance	\$ 45,000.00					\$ 45,000.00
Taylor & Kissimmee Streetscape Sewer Construction							
12 Transmission Main from OC Inner-	Current Operating Revenue				\$ 1,558,408.00		\$ 1,558,408.00
13 connect to New Pump Facility	ARPA Funding	\$ 1,069,496.00					\$ 1,069,496.00
Waterline Upsize Associated with Development							
14	Current Operating Revenue	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 875,000.00
Utility Facilities Total:							\$ 17,499,700.00

Stormwater Facilities							
1 General Stormwater Improvements	Current Operating Revenue	\$	320,000.00	\$	320,000.00	\$	320,000.00
Stormwater Facilities							\$ 1,280,000.00

Parks & Recreation Facilities							
1 Pickleball Courts	Recreation Impact Fees			\$	400,000.00		\$ 400,000.00
2 Playground	Fund Balance	\$	75,000.00				\$ 75,000.00
3 Skatepark Phase 2	Recreation Impact Fees	\$	250,000.00				\$ 250,000.00
4 Wellness Park Construction	CRA	\$	75,000.00				\$ 75,000.00
Parks & Recreation Facilities Total:							\$ 800,000.00
GRAND TOTAL:							\$ 54,788,279.00

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Date Published and Media Name

Thursday, January 5, 2023 The West Orange Times 15B

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FIRST INSERTION

CITY OF OCOEE

NOTICE OF PUBLIC HEARING

COMPREHENSIVE PLAN TEXT AMENDMENT TO ADOPT THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND UPDATE THE CAPITAL IMPROVEMENTS ELEMENT

CASE NUMBER: CPA-2022-004

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-8 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code, that on **TUESDAY, JANUARY 17, 2023, at 6:15 p.m.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the adoption of the Five-Year Schedule of Capital Improvements and update the Capital Improvements Element within the City's Comprehensive Plan, in accordance with the requirements of Section 163.3177(3), Florida Statutes.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, IN ORDER TO COMPLY WITH SECTION 163.3177(3), FLORIDA STATUTES; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING 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, 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised 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 5, 2023 23-00153W

STAFF REPORT

Meeting Date: January 17, 2023
Item #: 20

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Ocoee Oaks UMC Communications Tower Special Exception, Project No. 06-22-SE-029. (Zoning Manager Whitfield)

Background Summary:

Owner: Ocoee Oaks United Methodist Church, Inc.

Applicant: Mattaniah Jahn, P.A., representing Diamond Communications, LLC.

Site Location: The subject property is located in Commission District 2 at 201 South Clarke Road, and the subject site is a 3,500 SF leased area located approximately 150 feet south of the church building adjacent to the Orange County water tower property line.

Property Size: The subject property contains approximately 12.58 acres, and the lease site contains approximately 3,500 SF plus an access easement onto South Clarke Road.

Existing Future Land Use: Low Density Residential (LDR)

Existing Zoning: A-1 (General Agriculture District)

Actual land use, proposed land use, and unique features of the subject property: The property is developed with a church use and associated ancillary facilities. The table below summarizes the future land use designations, zoning classifications, and existing land uses of the surrounding properties.

	Future Land Use Designation	Zoning	Existing Land Use
North	City Low Density Residential	R-1A	Single-Family Residential
East	City Low Density Residential	R-1A	Single-Family Residential
South	City Low Density Residential	PUD-LD	Single-family residential use
West	County Low Density Residential	County A-1	Vacant (west of Clarke Road) & Public Utilities

Consistency with the Land Development Code: Section 5-8A of Article V establishes and implements Table 5-1, which lists the principal uses permitted on a parcel or lot in the various zoning districts. Table 5-1 refers to Article V, Section 5-19, and Map 5-19 for permitted use regulations and standards for telecommunications

Service Facilities. Per Map 5-19, the subject property is located in Telecommunications Facilities Area One, which, per Section 5-19(E)(4), requires that an Innovative Tower Facility receive final approval through the Special Exception process. In addition to the standards and requirements in Section 5-19(E)(4), the tower facility must meet the Special Exception requirements of Sections 5-19(H), 5-19(I), and 5-19(K). Based on staff review of the proposed tower facility submittal packet, the proposed Innovative Tower Facility meets the requirements of Sections 5-19(E)(4), 5-19(H), 5-19(I), and 5-19(K). Below is a summary of tower requirements and staff findings:

1. Requirements of Section 5-19(E)(4) Innovative Towers:

- a. Size & Height: Maximum height permitted for Innovative towers is 125 feet. However, through this Special Exception (SE) public hearing process, the applicant is requesting approval for a height of 135 feet. This is intended to replace the existing communications tower at the height of 145 feet and located atop the Orange County water tower.
- b. Location: Tower must be on either private or public property and may not be located on single-family or duplex residential property. The tower is proposed on private non-residential property.
- c. Siting: Siting for an innovative tower must be via Special Exception.
- d. Design: Architectural design must be included in the application and considered as part of the SE process. Design shall be innovative, aesthetically pleasing, compatible with the existing character of the developed area, and at the minimum necessary height, size, massing, and opacity. The applicant has provided two (2) design options: a pine tree and a bell tower where the communications apparatuses are hidden from view.
- e. Separation: Currently, the Code does not establish specific distance separation requirements for innovative towers in Area One. The distance separation is established as part of the SE review process. The proposed tower location is approximately 217 feet from the Clarke Road ROW, making it nearly the same distance from the existing residential properties on the east and allowing the tower to be accessed via the Church's existing north/south drive aisle. Additionally, since the southern portion of the Church property has been rezoned from A-1 to R-1A for purposes of a single-family subdivision, the proposed location is as far northwest as possible from the future residential homes while ensuring that the tower lease area does not interfere with Church events and activities, i.e., the Pumpkin Patch.
- f. Co-location: According to the applicant, the current tower provides space for two (2) carriers. The proposed tower is designed for four (4) future co-locations.

Staff Analysis: Staff supports the request for 135 feet in order to allow Diamond Communications, the communications provider, the ability to provide adequate signal coverage and finds that the tower complies with the above standards

2. Requirements of Section 5-19(H) Specific Use/Development Standards: These are requirements that supplement the general regulations in Section 5-19E. Those requirements that are relative to building and electrical codes, and structural certification will be evaluated at the time of permitting. In terms of the remaining requirements of this section,

- a. Public Facilities: The tower facility has been determined to be a public benefit in providing and ensuring the availability of telecommunications.
- b. Non-interference: The proposed tower is essentially a replacement tower as the existing tower is located on the County Water Tower, which will be decommissioned. Thus, the proposed location is not anticipated to create any new interference with public safety systems or facilities (for communication transmissions, radio, television, etc.).
- c. Subdivision of Property: No subdivision of property is required, and the area for the tower has been leased from the property owner and will have the required security barrier.

- d. Osprey/Eagle Nesting, Security Barriers, Equipment Shelters/Storage, Parking, Landscaping, Warning Signs, Signs and Advertising, and Lighting/Markings: The proposed site plan for the tower includes drawings/plans, construction details, and site plan notes that comply with these requirements.

Staff Analysis: Staff identified no issues, except that the Planting Schedule in the Landscape Plan needs to be revised to replace the Crepe Myrtles with an evergreen canopy tree species.

3. Relevant Requirements of Section 5-19(I) Application Submittals:

- a. Leaseholds: The applicant has submitted a lease and an amended lease to state that the Lessor (Ocoee Oaks UMC) shall be responsible for the removal of the structure at the sole cost and expense of the Lessee (Diamond Communications) in the event the tower is abandoned by Diamond Communications and that Diamond Communications will secure a tower removal bond to the benefit of the Ocoee Oaks UMC.
- b. Environmental Assessment: National Environmental Policy Act (NEPA) Report completed in June 2022. Based on this report, no further action is needed.
- c. Public Notifications: Public notices have been sent out to listed tax parcel numbers within a 660-foot distance of the subject site.
- d. Visual Impacts and Line of Sight Analysis: Photo simulations and Line of Sight graphics have been submitted for two (2) tower design options. The photo simulation and graphics are attached to this staff report.

Staff Analysis: The applicant has provided two (2) tower design options. Option 1 is a pine tree design, and Option 2 is a bell tower design. Staff supports and recommends approval of Option 2.

4. Requirements of Section 5-19(K) Special Exception Review:

- a. Compatibility and Appearance: The innovative design is compatible with the surrounding area, which consists of religious use, single-family homes, public utilities, and vacant land. The bell tower design is slimmer and shorter than the existing water tower facility.
- b. Determination of whether Tower Communication needs can be met by means of a camouflaged or building-mounted facility: The proposed 135-foot height needed by the tower facility makes it impractical or unfeasible to place the facility on a building as the current A-1 zoning district establishes a maximum height of 35 feet. Per Article II, Sections 2-4(47) and (164), camouflage towers and innovative towers in Area One have similar definitions and design expectations in that camouflage towers are expected to blend in and be unobtrusive, while innovative towers are expected to be aesthetically-pleasing, artistic, and have scenic or cultural value. However, camouflage towers are limited to 75 feet and innovative towers to 125 feet, and innovative towers are required to go through a Special Exception review process.

Staff Analysis: Staff finds that the bell tower (Option 2) fits better into the religious use of the subject property than the pine tree design. Due to the height of the proposed bell tower, staff has designated the tower as an Innovative Tower and processed it as a Special Exception to ensure any needed mitigation is provided.

Issue:

Should the City Commission approve an application for a Special Exception for the use of a portion of certain property located at 201 South Clarke Road, assigned parcel ID number 21-22-28-0000-00-027, for an Innovative communications tower facility at a proposed height of 135 feet?

Recommendations:**Development Review Committee Recommendation:**

The Development Review Committee (DRC) met on Tuesday, December 6, 2022, to review the requested Special Exception for an Innovative Communications Tower Facility on a portion of the property located at 201 South Clarke Road, assigned parcel ID number 21-22-28-0000-00-027 and recommended approval subject to the below conditions of approval:

- The tower will be designed as shown in Option 2, Bell Tower.
- The Planting Schedule in the Landscape Plan will be revised to replace the Crepe Myrtles with an evergreen canopy tree species.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission met on Tuesday, December 13, 2022, to review the requested Special Exception for an Innovative Communications Tower Facility on a portion of the property located at 201 South Clarke Road, assigned parcel ID number 21-22-28-0000-00-027, and recommended approval subject to the below conditions of approval:

- The tower will be designed as shown in Option 2, Bell Tower.
- The Planting Schedule in the Landscape Plan will be revised to replace the Crepe Myrtles with an evergreen canopy tree species.

Recommendations:

Based on the recommendations of the DRC and Planning and Zoning Commission, staff recommends that the City Commission approve an application for a Special Exception for the use of a portion of certain property located at 201 South Clarke Road, assigned parcel ID number 21-22-28-0000-00-027, for an Innovative communications tower facility subject to the following conditions:

- The tower will be designed as shown in Option 2, Bell Tower.
- The Planting Schedule in the Landscape Plan will be revised to replace the Crepe Myrtles with an evergreen canopy tree species.

Attachments:

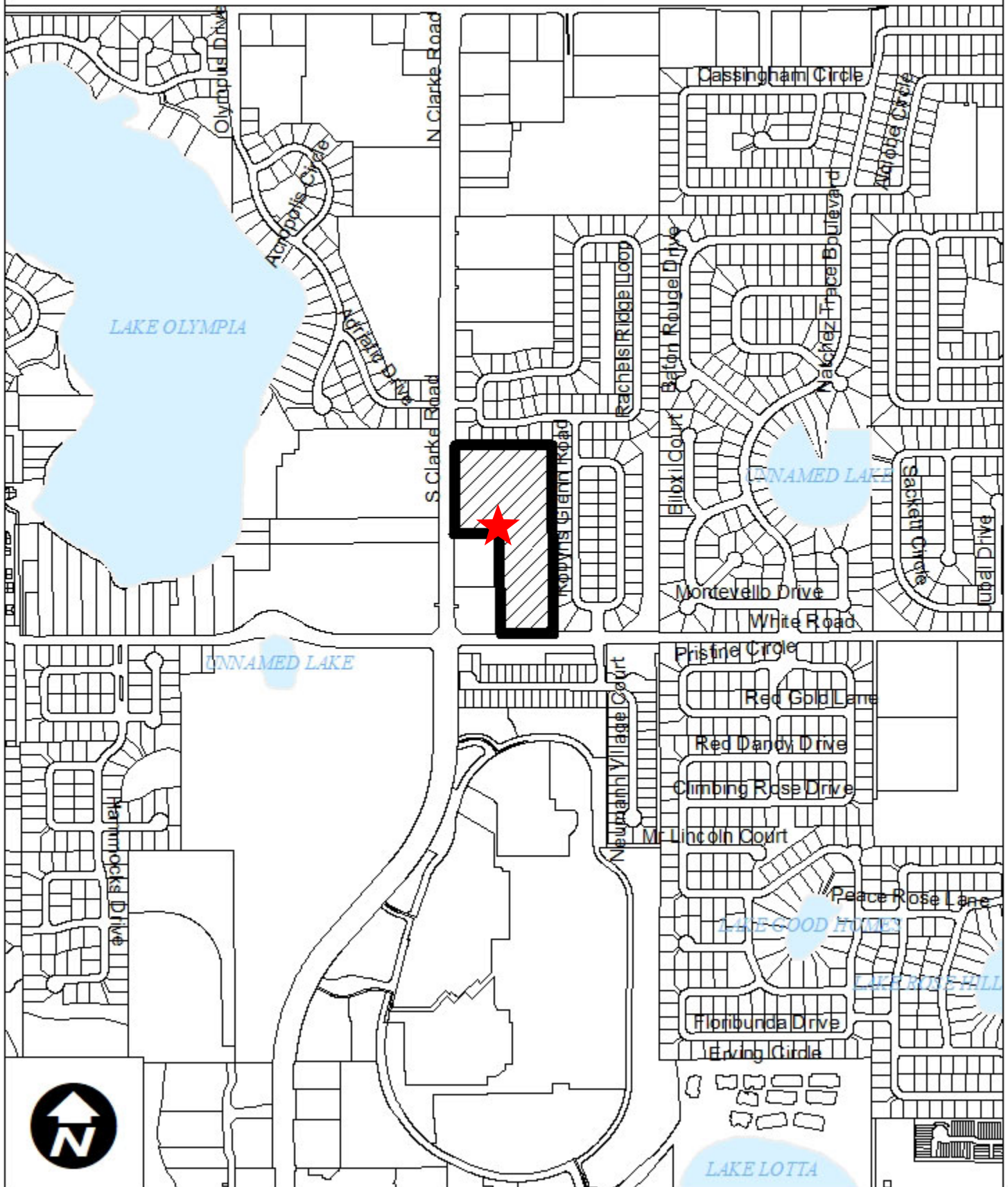
1. Location Map
2. Aerial Map
3. Zoning Map
4. Zoning Drawings
5. Photo Renderings
6. Line of Sight
7. Advertisement

Financial Impacts:

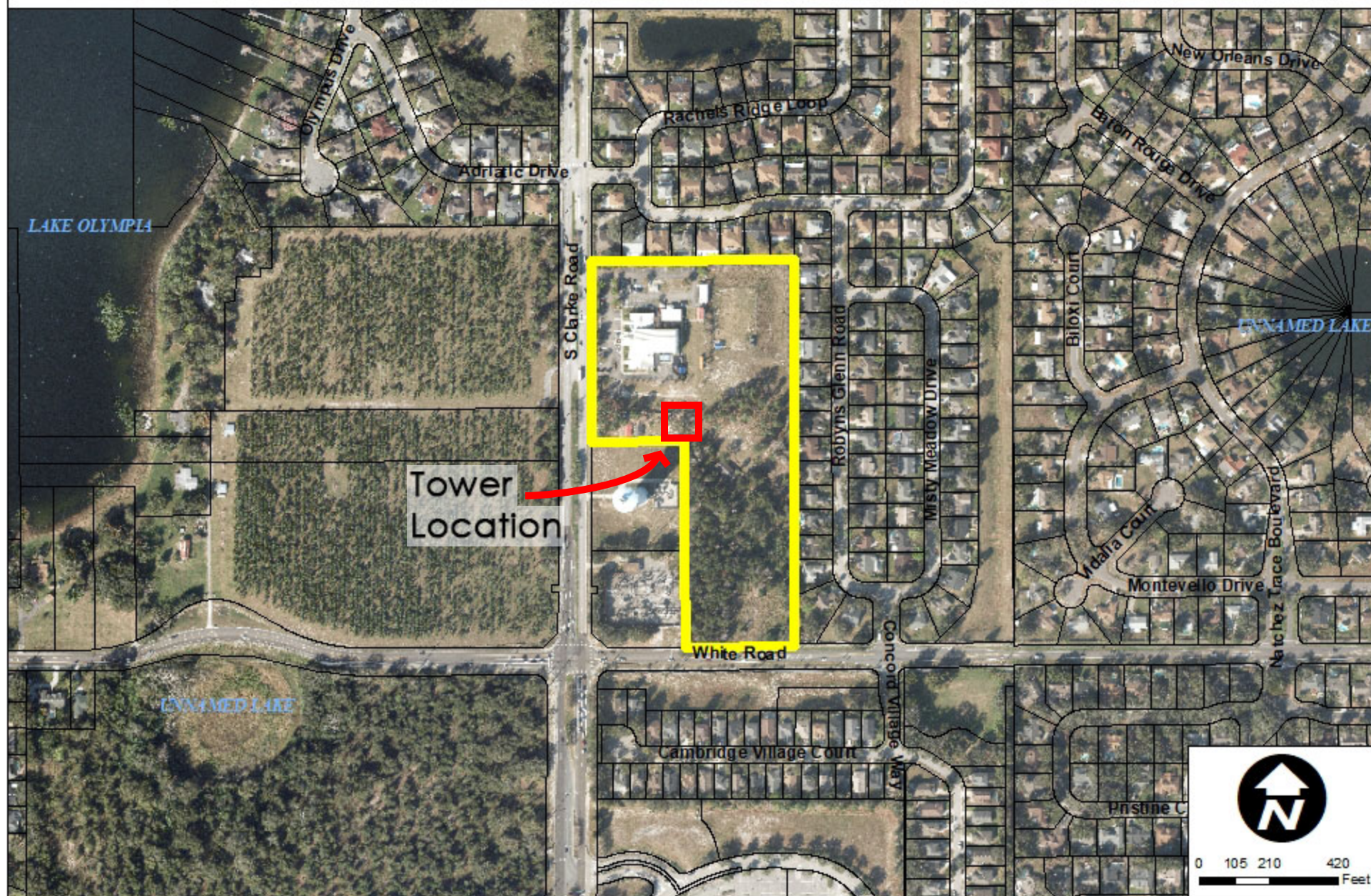
No financial impacts anticipated.

Type of Item: Public Hearing

Ocoee Oaks UMC Tower - Special Exception Location Map



Ocoee Oaks UMC Special Exception Location Map



Ocoee Oaks UMC Tower - Special Exception Surrounding Zoning Map



Ocoee
Florida
Development Services
Department

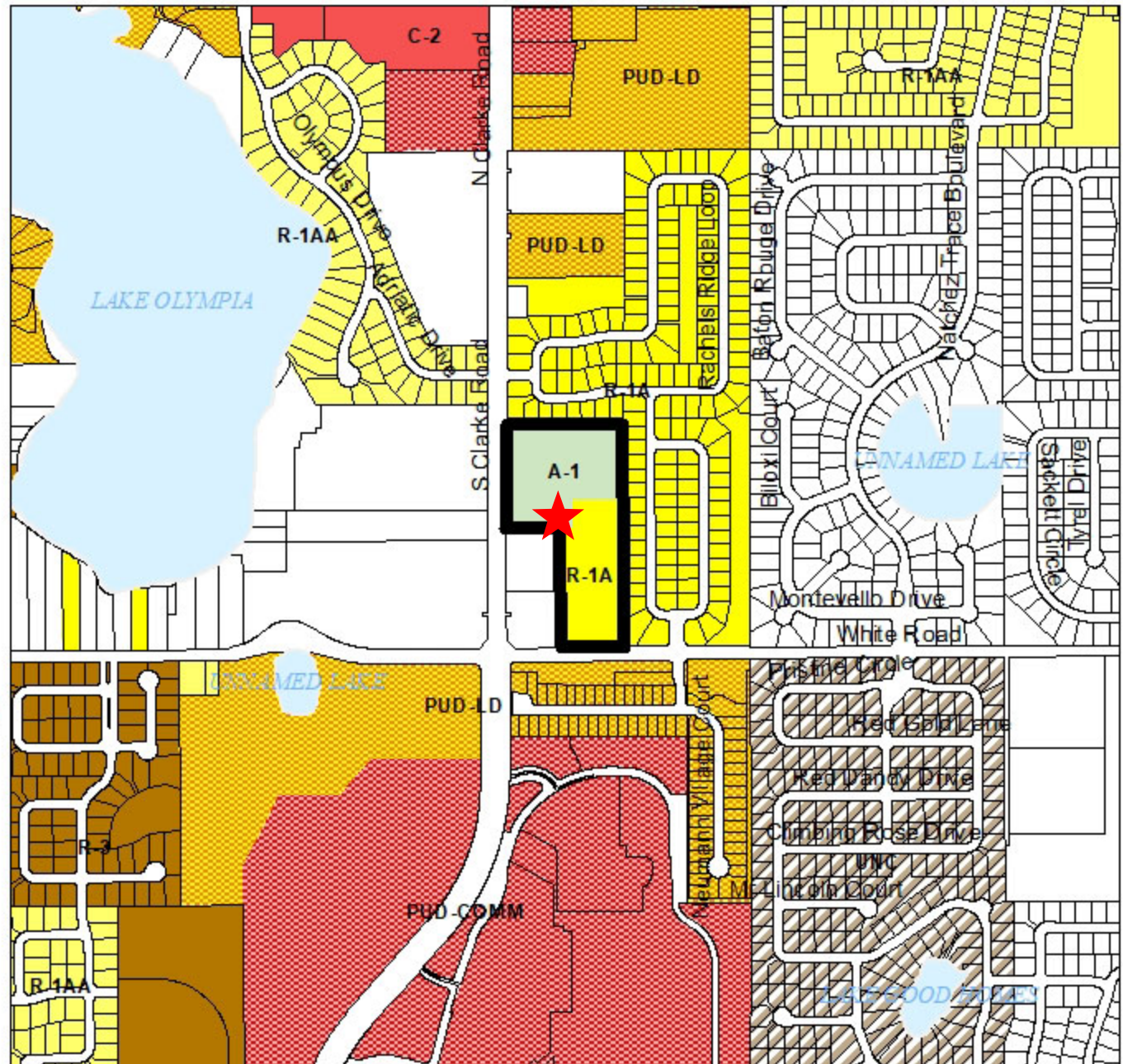
0 205 410 820
Feet

Created: October 2022

 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



GENERAL NOTES:

1.

ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED DIAMOND COMMUNICATIONS, LLC OR ITS DESIGNATED REPRESENTATIVE.
2.

ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING TO HAVE SUFFICIENT EXPERIENCE AND ABILITY, IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF FLORIDA.
3.

WORK SHALL BE COMPLETED IN ACCORDANCE WITH ANSI/TIA 222-H STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, ASCE 7-05 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES AND THE 2020 FLORIDA BUILDING CODE (7TH EDITION).
4.

UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
5.

ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
6.

IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
7.

THE LESSEE SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING THE PROPOSAL. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS (LATEST REVISION) SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LESSEE AND THE LESSEE'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE LESSEE AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.
8.

ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY DIAMOND COMMUNICATIONS, LLC TOWER AND THE ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
9.

THESE DOCUMENTS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY, CARE OF ADJACENT PROPERTIES, AND COMPLIANCE WITH LOCAL, PROVINCIAL AND FEDERAL REGULATIONS REGARDING SAFETY, SHALL BE THE CONTRACTOR'S RESPONSIBILITY, AND THIS, PER THE 2020 FLORIDA CODE – REGULATORS RESPECTING OCCUPATIONAL SAFETY & HEALTH THE SUCCESSFUL CONTRACTOR WILL SUBMIT HIS SAFETY MANUAL AT THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
10.

ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE DIAMOND COMMUNICATIONS, LLC TOWER PROJECT MANAGER.
11.

BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID THE CONTRACTOR. CONTRACTOR SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
12.

THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOF-ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
13.

THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
14.

ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
15.

ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED, AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
16.

TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
17.

RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
18.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO PRIOR TO THE START OF THE WORK ON THE PROJECT.

19.

THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING. CONTRACTOR WILL BE RESPONSIBLE TO ASSIST IN COORDINATING AND OBTAINING PRIMARY POWER TO THE SITE PRIOR TO TOWER ERECTION BEFORE PROJECT COMPLETION. (ON SITE VISITS WITH UTILITY COMPANY REPRESENTATIVES AS NECESSARY, ETC...)
21.

THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF HOLDBACK.
22.

AWARDED CONTRACTOR WILL BE REQUIRED TO SIGN AND RETURN A COPY OF AN AWARD LETTER FOR THE OWNER'S FILE.
23.

CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF OF LICENSE TO PERFORM WORK IN JURISDICTION AT TIME OF BID AWARD.
24.

CONTRACTOR WILL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO CONSTRUCTION STARTING AND WILL PROVIDE UPDATE/CHANGES (WITH EXPLANATIONS) TO THAT SCHEDULE WHEN/IF ITEMS ARE DELAYED OR PUSHED OUT.
25.

CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE PROJECT MANAGERS WITH PHOTOS OF THE MAJOR CONSTRUCTION MILESTONES AS THEY OCCUR.
26.

CONTRACTOR SHOULD BE PREPARED FOR RANDOM SAFETY INSPECTIONS AT ALL TIMES.
27.

CONTRACTOR IS EXPECTED TO MAINTAIN PROPER WORKING CONDITIONS AND PROCEDURES PER LOCAL AND FEDERAL STANDARDS AT ALL TIMES.
28.

CONTRACTOR WILL BE REQUIRED TO OBTAIN THE NECESSARY ELECTRICAL PERMITS AND INSPECTIONS AS REQUIRED BY JURISDICTION.
29.

CONTRACTOR IS RESPONSIBLE FOR CONCRETE COMPRESSION TESTING.
30.

CONTRACTOR IS RESPONSIBLE FOR GROUND MEG TESTING AND PROVIDING PROOF OF RESULT.
31.

WHEN REQUESTED, PROVIDE 3 COPIES OF FABRICATION AND ERECTION DRAWINGS PRIOR TO FABRICATION. ALLOW UP TO 1 WEEK FOR REVIEW BY CONSULTANT.
32.

IN ADDITION TO CONTRACTOR'S QUALITY CONTROL PROGRAM, INDEPENDENT TESTING AND INSPECTION MAY BE PERFORMED BY THE OWNER OR OWNER'S REPRESENTATIVE.
33.

SUBMIT RED-LINE COPY OF CONSTRUCTION DRAWINGS UPON COMPLETION OF CONSTRUCTION HIGHLIGHTING CHANGES IN THE STAMPED AND SIGNED AS-BUILT CONDITION FROM SHOWN ON THE DRAWINGS.
34.

CONTRACTOR WILL BE RESPONSIBLE FOR ALL GRADING AND FILL COMPACTION TESTING REQUIRED AS SET FORTH IN THE GEOTECHNICAL REPORT PROVIDED BY OWNER.

CONCRETE:

1.

ALL CONCRETE AND CONCRETE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE 2020 FLORIDA BUILDING CODE (7TH EDITION).
2.

THE CONTRACTOR SHALL TAKE SAMPLES OF THE CONCRETE POURED UNDER THE CONDITIONS OUTLINED IN THE 2020 FLORIDA BUILDING CODE (7TH EDITION).
3.

ANY FAILURE OF A CONCRETE TEST CYLINDER TO MEET THE SPECIFIED STRENGTH REQUIREMENTS MUST BE REPORTED TO THE DESIGN ENGINEER IMMEDIATELY. CORRECTIVE ACTION MUST BE APPROVED BY THE ENGINEER AND ALL RELATED COSTS SHALL BE AT THE CONTRACTOR'S EXPENSE.
4.

THE MINIMUM 28-DAY COMPRESSIVE STRENGTH OF THE CONCRETE SHALL BE A MINIMUM OF 3,000 PSI (21 MPA), EXCEPT AS NOTED OR DIRECTED IN THE SOIL REPORT. THE CONCRETE, WHEN POURED, SHALL CONTAIN 7% AIR ENTRAINMENT WITH AN ALLOWABLE VARIATION OF +2%.
5.

CONTRACTOR MUST TAKE SLUMP TEST AT LEAST ONCE FROM EACH TRANSIT MIXER AFTER A MINIMUM OF 5% CONCRETE LOAD HAD BEEN DISCHARGED. SLUMP, UNLESS NOTED OTHERWISE ON THE DRAWINGS, SHALL BE 75 MM (2.95 INCHES).
6.

MIXED CONCRETE ON SITE (REMOTE AREAS) WITH THE CORRECT PROPORTION OF CEMENT, SAND, GRAVEL, AND AIR-ENTRAINING AGENT ALREADY ADDED, THE DRY PREMIX IS TO BE MIXED IN A CONCRETE BATCHER IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7.

BEFORE POURING CONCRETE, THE TRANSPORTING EQUIPMENT AND FORMS SHALL BE CLEANED AND ALL DEBRIS AND ICE SHALL BE REMOVED FROM PLACES TO BE OCCUPIED BY THE CONCRETE. ANY WATER THAT HAS ACCUMULATED IN THE FORMS SHALL BE REMOVED.
8.

ALL CONCRETE SHALL BE VIBRATED AND WORKED AROUND THE REINFORCEMENTS, EMBEDDED FIXTURES AND INTO THE CORNERS OF THE FORMS. ANY EXCESS WATER THAT ACCUMULATES WHILE THE CONCRETE IS BEING POURED SHALL BE REMOVED.

PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOE OAKS UMC

201 S. CLARKE ROAD
OCOE, FL 34761
(ORANGE COUNTY)
PARCEL#: 21-22-28-0000-00-027

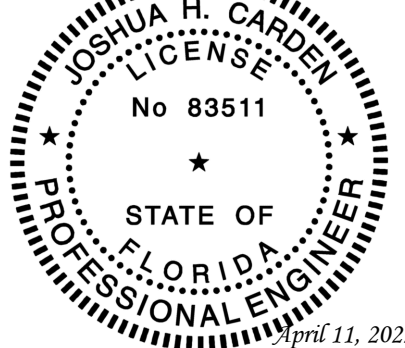
PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA # 31011

DIGITAL SEAL:

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSHUA H. CARDEN USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SEAL:



2	04-11-22	ZONING
1	04-01-22	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: DWF CHECKED BY: GLB

SHEET TITLE:

GENERAL
NOTES I

SHEET NUMBER: N-1	REVISION: 2 TEP#: 307040
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CONCRETE (CONTINUED):

9. THE DESIGN ENGINEER SHALL RECEIVE A MINIMUM OF 24 HOURS NOTICE OF EVERY POUR.
10. THE CONCRETE IN FOUNDATIONS MUST BE POURED IN CONTINUOUS POURS BETWEEN CONSTRUCTION JOINTS. NO CONSTRUCTION JOINTS OTHER THAN THOSE SHOWN ON SITE SPECIFIC DRAWINGS WILL BE PERMITTED. THE CONTRACTOR SHALL PROVIDE EFFICIENT EQUIPMENT TO COMPLETE THE POURING OF EACH SECTION IN ONE CONTINUOUS POUR.
11. ALL FRAMEWORK SHALL BE BUILT IN ACCORDANCE WITH THE 2020 FLORIDA BUILDING CODE (7TH EDITION) SHALL BE THOROUGHLY BRACED AND PLUMBED SO THAT THE FINISHED CONCRETE WILL CONFORM TO THE SHAPES, LINES, GRADES, AND DIMENSIONS INDICATED ON THE SITE DRAWINGS.
12. FORMS AND SHORING SHALL NOT BE REMOVED UNTIL THE CONCRETE IS ADEQUATELY SET. THEIR REMOVAL SHALL BE DONE IN SUCH A MANNER AS TO ENSURE THE COMPLETE SAFETY OF THE STRUCTURE.
13. FORMS WHICH SUPPORT THE WEIGHT OF THE CONCRETE, OR OF SUPERIMPOSED LOADS, SHALL NOT BE REMOVED UNTIL THE CONCRETE IS STRONG ENOUGH TO CARRY ITS OWN WEIGHT, AND SUCH SUPERIMPOSED LOADS AS MAY BE PLACED UPON IT.
14. THE CONCRETE SHALL BE MAINTAINED IN A MOIST CONDITION FOR AT LEAST 5 DAYS AFTER IT HAS BEEN POURED.
15. ALL SURFACES WHICH ARE NOT PROTECTED BY FORMS OR A SEALED WATERPROOF COATING SHALL BE KEPT MOIST BY CONTINUOUS SPRINKLING, OR OTHER MEANS SUCH AS COVERING WITH MOIST SAND, SAWDUST, OR BURLAP.
16. WHERE NECESSARY, THE CONCRETE SHALL BE PROTECTED AGAINST THE WEATHER BY A FRAMED HOUSING, TARPAULINS, OR OTHER SUITABLE COVERING.

REINFORCING STEEL (REBAR):

1. REINFORCING STEEL SHALL MEET CODE AND BE PLACED ACCORDING TO THE APPLICABLE DRAWINGS. THE MINIMUM THICKNESS OF CONCRETE OVER THE STEEL SHALL BE AT LEAST 3".
2. ALL REINFORCEMENTS THAT ARE REQUIRED FOR A DAYS POUR ON CONCRETE SHALL BE SECURELY FIXED IN PLACE IN SUFFICIENT TIME TO PERMIT INSPECTION BEFORE CONCRETING BEGINS.
3. THE DESIGN ENGINEER SHALL BE GIVEN 24 HOURS NOTICE BEFORE THE CONCRETE IS TO BE POURED. FAILURE TO COMPLY MAY NECESSITATE, BUT NOT BE LIMITED TO, THE REMOVAL OF THE POURED CONCRETE AT THE CONTRACTOR'S EXPENSE.

GROUTING:

1. WHERE GROUT IS INDICATED ON THE DRAWINGS UNDER STRUCTURAL BASE PLATES, THIS SHALL BE A NON-SHRINK, NON-FERROUS TYPE. METHODS OF MIXING AND PLACING MUST BE IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

COLD WEATHER CONCRETING:

1. THE CONTRACTOR SHALL PROVIDE AND HAVE ON THE SITE READY FOR USE, ADEQUATE EQUIPMENT FOR HEATING CONCRETE MATERIALS AND PROTECTING FRESH CONCRETE DURING FREEZING OR NEAR FREEZING WEATHER CONDITIONS, ACCORDING TO THE 2020 FLORIDA BUILDING CODE (7TH EDITION).
2. ALL CONCRETE MATERIALS, REBAR, FORMS, FILLERS, AND THE EARTH WITH WHICH THE CONCRETE IS TO COME INTO CONTACT WITH, SHALL BE FREE FROM FROST AND ICE.
3. WHENEVER THE SURROUNDING TEMPERATURE IS BELOW 39°F, ALL CONCRETE POURED IN THE FORMS SHALL HAVE A TEMPERATURE OF 68°F FOR 4 DAYS.
4. THE HOUSING, COVERING, OR OTHER PROTECTION USED FOR THE CURING SHALL REMAIN IN PLACE AND INTACT FOR AT LEAST 24 HOURS AFTER THE ARTIFICIAL HEATING IS DISCONTINUED.
5. SALT, CALCIUM CHLORIDE, OR OTHER CHEMICALS SHALL NOT BE USED IN THE CONCRETE MIX TO PREVENT THE WATER CONTENT FROM FREEZING.

UTILITIES:

1. CONTRACTOR SHALL CONTACT A SUBSURFACE UTILITY LOCATOR FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. LOCATION OF EXISTING SEWER, WATER LINES, GAS LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATELY CORRECT. CONTRACTOR ASSUMES SOLE RESPONSIBILITY FOR VERIFYING LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES (INCLUDING TEST PITS BY HAND IF NECESSARY) IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OF ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS, OR IF THERE APPEARS TO BE A CONFLICT.
2. CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH APPROPRIATE UTILITY LESSEES AND CONSTRUCTION MANAGER.
3. DAMAGE BY THE CONTRACTOR TO UTILITIES OR PROPERTY OF OTHERS, INCLUDING EXISTING PAVEMENT AND OTHER SURFACES DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. FOR GRASSES AREAS, SEED AND MULCH SHALL BE ACCEPTABLE.
4. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER THE REQUIREMENTS FOR AND LIMITS OF OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE.
5. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF NEW UNDERGROUND TELEPHONE SERVICE WITH THE TELEPHONE UTILITY AND THE DIAMOND COMMUNICATIONS, LLC REQUIREMENTS.
6. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND TESTED SATISFACTORY PRIOR TO COMMENCING ANY PAVING OPERATIONS WHERE SUCH UTILITIES ARE WITHIN THE LIMITS OF PAVEMENT.

ZONING:

1. LIGHTING. IF AN APPLICANT HAS REQUESTED A PERMIT TO BUILD OR MODIFY A TELECOMMUNICATIONS SERVICE FACILITY, AND THE FEDERAL AVIATION ADMINISTRATION DETERMINES THAT THE FACILITY SHALL BE MARKED OR ILLUMINATED, THEN THE APPLICANT SHALL REDESIGN THE MODIFICATION REQUEST TO AVOID ANY FEDERAL AVIATION ADMINISTRATION ILLUMINATION OR MARKING REQUIREMENTS. MODIFICATION OF A TELECOMMUNICATIONS SERVICE FACILITY SHALL NOT BE APPROVED WHERE TO DO SO WOULD REQUIRE ILLUMINATION OR MARKING, BASED UPON FEDERAL AVIATION ADMINISTRATION REQUIREMENTS, OF A PROPOSED FACILITY OR AN EXISTING UNMARKED/UNLIT FACILITY.
2. SIGNAGE. THE USE OF ANY PORTION OF A MOUNTING STRUCTURE FOR SIGN OR ADVERTISING PURPOSES INCLUDING, WITHOUT LIMITATION, COMPANY NAME, BANNERS, OR STREAMERS, IS PROHIBITED.
3. ABANDONMENT. THIRTY (30) DAYS BEFORE DISCONTINUING THE USE OF A TELECOMMUNICATIONS SERVICE FACILITY, THE OWNER/ OPERATOR SHALL PROVIDE NOTICE OF ABANDONMENT TO THE CITY OF OCOEE. IN THE EVENT THAT THE USE OF ANY TELECOMMUNICATIONS SERVICE FACILITY IS FOUND TO HAVE BEEN DISCONTINUED FOR A PERIOD OF ONE HUNDRED EIGHTY (180) CONSECUTIVE DAYS, THE FACILITY SHALL BE DEEMED TO HAVE BEEN ABANDONED. UPON SUCH ABANDONMENT, THE OWNER OF THE PARCEL OF LAND SHALL HAVE AN ADDITIONAL SIXTY (60) DAYS WITHIN WHICH TO: (I) REACTIVATE THE USE OF THE FACILITY OR TRANSFER THE FACILITY TO ANOTHER APPLICANT WHO MAKES ACTUAL USE OF THE FACILITY; OR (II) DISMANTLE AND REMOVE THE FACILITY. THE OWNER OF THE REAL PROPERTY SHALL BE ULTIMATELY RESPONSIBLE FOR ALL COSTS OF DISMANTLING AND REMOVAL, AND IN THE EVENT THE TELECOMMUNICATIONS SERVICE FACILITY IS NOT REMOVED WITHIN SIXTY (60) DAYS OF ABANDONMENT, THE CITY MAY PROCEED TO DO SO AND ASSESS THE COSTS AGAINST THE REAL PROPERTY. THE LIEN OF SUCH ASSESSMENT SHALL BEAR INTEREST, HAVE PRIORITY AND BE COLLECTABLE, AT THE SAME RATE AND IN LIKE MANNER AS PROVIDED FOR SPECIAL ASSESSMENTS BY FLORIDA LAW. AT THE EARLIER OF SIXTY-ONE (61) DAYS FROM THE DATE OF ABANDONMENT WITHOUT REACTIVATION OR UPON COMPLETION OF DISMANTLING AND REMOVAL, ANY APPROVAL FOR THE FACILITY SHALL AUTOMATICALLY EXPIRE.

PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOE OAKS UMC

201 S. CLARKE ROAD
OCOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

PLANS PREPARED BY:

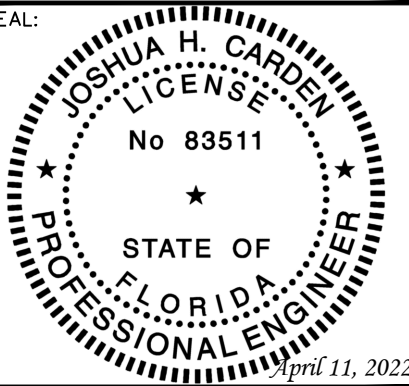
TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
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FL COA # 31011

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SEAL:



2	04-11-22	ZONING
1	04-01-22	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: DWF CHECKED BY: GLB

SHEET TITLE:

GENERAL
NOTES II

SHEET NUMBER: N-2	REVISION: 2 TEP#: 307040
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PARENT PARCEL

OWNER: OCOEE OAKS UNITED METHODIST CHURCH (PER TAX ASSESSOR)
SITE ADDRESS: 201 S. CLARKE ROAD, OCOEE, FL 34761
PARCEL ID: 21-22-28-0000-00-027
AREA: 12.59 ACRES (PER TAX ASSESSOR)
ZONED: A-1 - GENERAL AGRICULTURAL CITY OF OCOEE, FL
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS
REFERENCE: NO RECORD FOUND

GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:
POSITIONAL ACCURACY: 0.01 FEET (HORZ) 0.23 FEET (VERT)
TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
DATES OF SURVEY: 02/22/2022
DATUM / EPOCH: NAD_83(2011)(EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99997074 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
CONVERGENCE ANGLE: -0.24709722
BENCHMARKS USED: DH3757, DF7990, DG9757

SURVEYOR CERTIFICATION

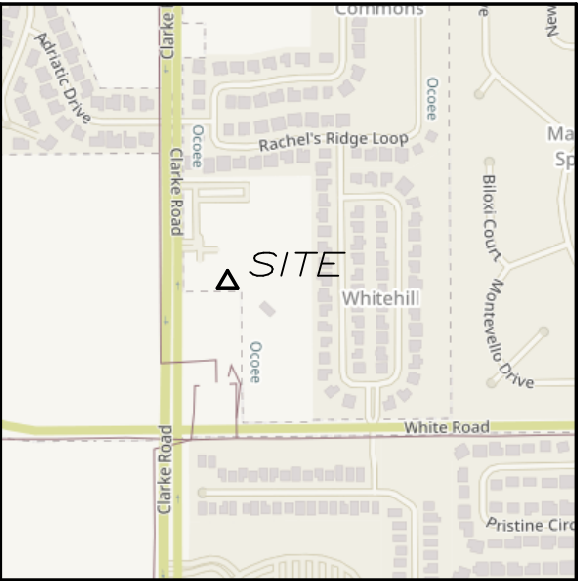
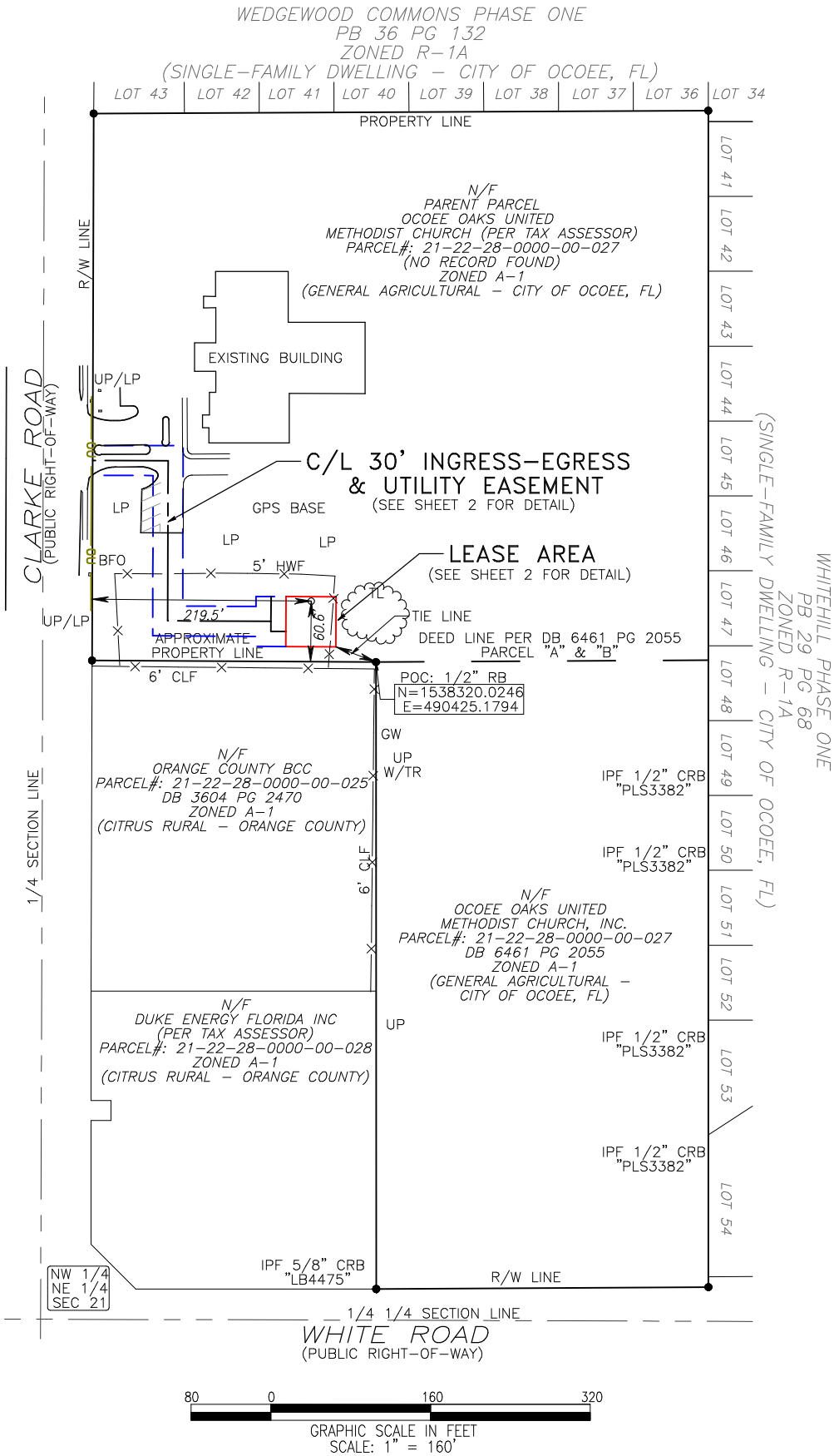
I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION.
ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

[Signature]
G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904
DATE: 03/07/2022

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

SITE INFORMATION

LEASE AREA = 2,500 SQUARE FEET (0.0574 ACRES)
LATITUDE = 28°33'53.01" (NAD 83) (28.564725)
LONGITUDE = -81°30'59.54" (NAD 83) (-81.516539)
AT CENTER PROPOSED TOWER
ELEVATION AT CENTER OF PROPOSED TOWER = 136.3' A.M.S.L.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF DIAMOND COMMUNICATIONS, LLC AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35 [DATE OF LAST FIELD VISIT: 02/22/2022]

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) FLORIDA EAST ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 12095C0210H DATED: 09/24/2021

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

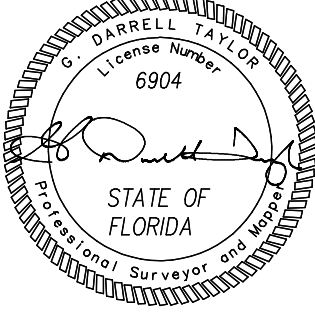
ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

ORIGINAL SURVEY IS KEPT ON FILE IN THE SURVEYOR'S OFFICE.

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Know what's below.
Call before you dig.



NO.	DATE	REVISION
1	3/25/22	COMMENTS
2	12/5/22	LEASE

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com



SPECIFIC PURPOSE SURVEY
PREPARED FOR:

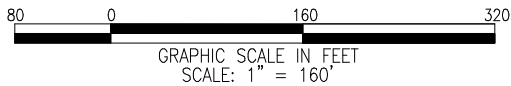
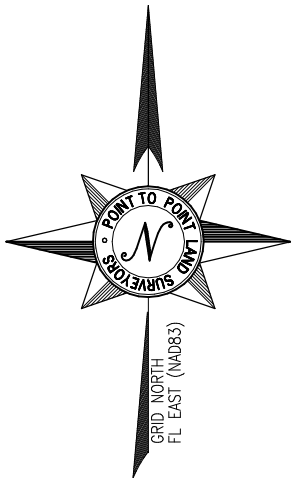


820 MORRIS TURNPIKE
SUITE 104
SHORT HILLS, NJ 07078

OCOEE OAKS UMC
SITE NO.
FL179
NW 1/4 NE 1/4 SECTION 21,
TOWNSHIP 22 SOUTH
RANGE 28 EAST,
ORANGE COUNTY, FLORIDA

DRAWN BY: MK	SHEET:
CHECKED BY: JKL	1
APPROVED: D. MILLER	OF 3
DATE: MARCH 07, 2022	
P2P JOB #: 220201FL	

LEGEND	
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPF	IRON PIN FOUND
CRB	CAPPED REBAR
RB	REBAR
UP	UTILITY POLE
LP	LIGHT POLE
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
BC	BACK OF CURB
OU	OVERHEAD UTILITY
GW	GUY WIRE ANCHOR
TR	TRANSFORMER
CLF	CHAIN LINK FENCE
HWF	BARBED WIRE FENCE
WV	WATER VALVE
HH	HANDHOLE
CP	CONCRETE PAD
BFO	BURIED FIBER OPTIC
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY
ICV	IRRIGATION CONTROL VALVE

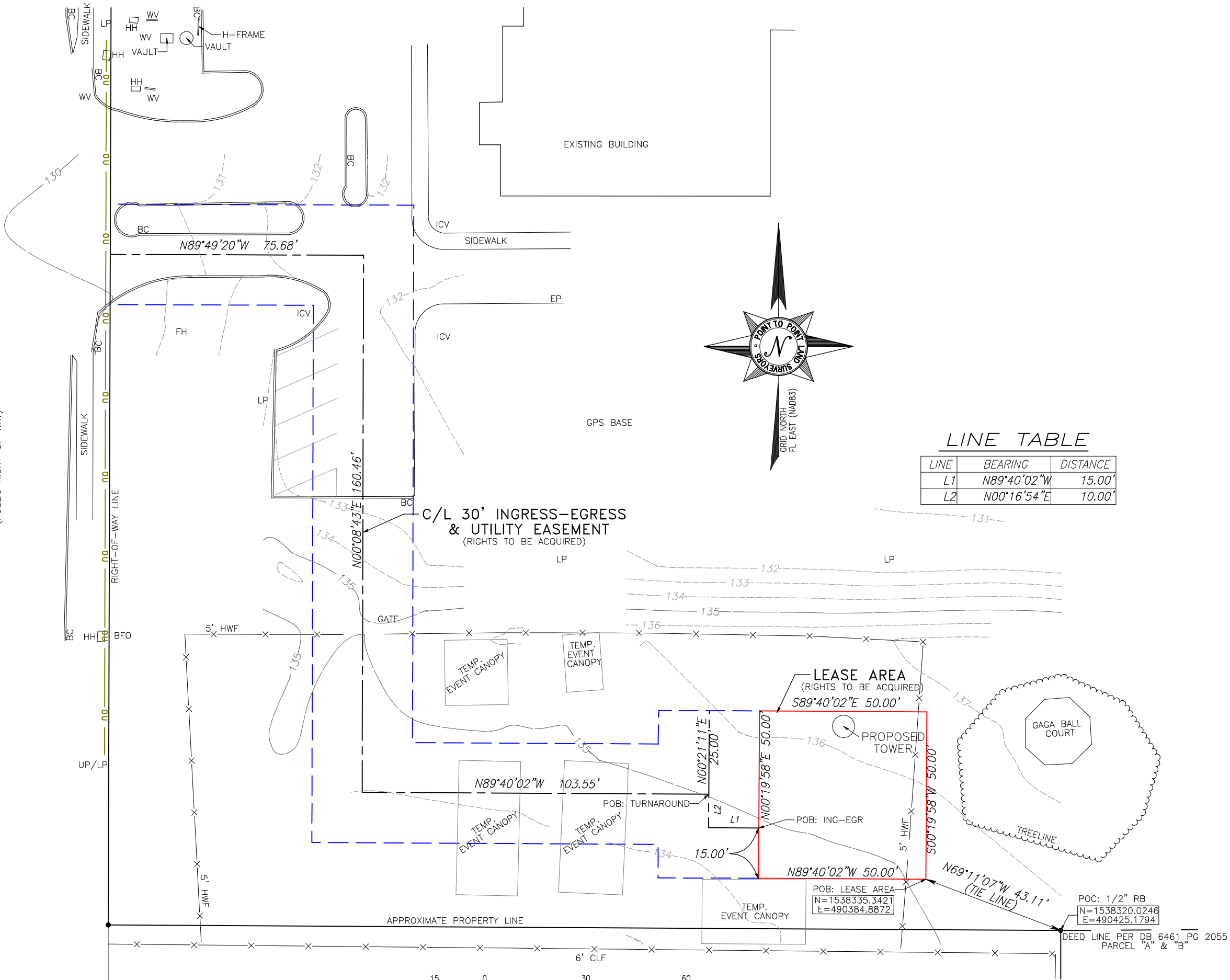


SURVEY NOT VALID WITHOUT SHEET 2 & 3 OF 3

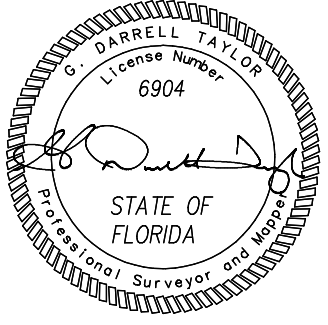
LEGEND	
POB	POINT OF BEGINNING
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WV	WATER VALVE
HH	HANDHOLE
CP	CONCRETE PAD
BFO	BURIED FIBER OPTIC
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY
ICV	IRRIGATION CONTROL VALVE

CLARKE ROAD
(PUBLIC RIGHT-OF-WAY)

1/4 SECTION LINE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°40'02"W	15.00'
L2	N00°16'54"E	10.00'



NO.	DATE	REVISION
1	3/25/22	COMMENTS
2	12/5/22	LEASE

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:
Diamond Communications
820 MORRIS TURNPIKE
SUITE 104
SHORT HILLS, NJ 07078

OCOE OAKS UMC
SITE NO.
FL179
NW 1/4 NE 1/4 SECTION 21,
TOWNSHIP 22 SOUTH
RANGE 28 EAST,
ORANGE COUNTY, FLORIDA

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: MARCH 07, 2022
P2P JOB #: 220201FL

SHEET:
2
OF 3

LEGAL DESCRIPTION SHEET

LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF OCOEE OAKS UNITED METHODIST CHURCH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A ½-INCH REBAR FOUND IN THE NORTHWEST CORNER OF PARCEL B RECORDED IN DEED BOOK 6461, PAGE 2055, ORANGE COUNTY RECORDS, FLORIDA, SAID REBAR HAVING A FLORIDA GRID NORTH, NAD 83, EAST ZONE VALUE N: 1538320.0246 E: 490425.1794; THENCE RUNNING ALONG A TIE LINE, NORTH 69°11'07" WEST, 43.11 FEET TO A POINT ON THE LEASE AREA AND THE TRUE POINT OF BEGINNING; THENCE RUNNING NORTH 89°40'02" WEST, 50.00 FEET TO A POINT; THENCE, NORTH 00°19'58" EAST, 50.00 FEET TO A POINT; THENCE, SOUTH 89°40'02" EAST, 50.00 FEET TO A POINT; THENCE, SOUTH 00°19'58" WEST, 50.00 FEET TO A POINT; THENCE, AND THE TRUE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, EAST ZONE.

SAID TRACT CONTAINS 0.0574 ACRES (2,500 SQUARE FEET), MORE OR LESS.

30’ INGRESS–EGRESS & UTILITY EASEMENT

TOGETHER WITH A 30–FOOT WIDE INGRESS–EGRESS AND UTILITY EASEMENT, MEASURING 15 FEET EACH SIDE OF CENTERLINE, LYING AND BEING IN IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF OCOEE OAKS UNITED METHODIST CHURCH, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A ½-INCH REBAR FOUND IN THE NORTHWEST CORNER OF PARCEL B RECORDED IN DEED BOOK 6461, PAGE 2055, ORANGE COUNTY RECORDS, FLORIDA, SAID REBAR HAVING A FLORIDA GRID NORTH, NAD 83, EAST ZONE VALUE N: 1538320.0246 E: 490425.1794; THENCE RUNNING ALONG A TIE LINE, NORTH 69°11'07" WEST, 43.11 FEET TO A POINT ON THE LEASE AREA; THENCE RUNNING ALONG SAID LEASE AREA, NORTH 89°40'02" WEST, 50.00 FEET TO A POINT; THENCE, NORTH 00°19'58" EAST, 15.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LEASE AREA AND RUNNING, NORTH 89°40'02" WEST, 15.00 FEET TO A POINT; THENCE, NORTH 00°19'58" EAST, 10.00 FEET TO A POINT; THENCE, SOUTH 89°40'02" WEST, 103.55 FEET TO A POINT; THENCE, NORTH 00°08'43" EAST, 160.46 FEET TO A POINT; THENCE, NORTH 89°49'20" WEST, 75.68 FEET TO THE ENDING AT A POINT ON THE EASTERLY RIGHT–OF–WAY OF CLARKE ROAD.

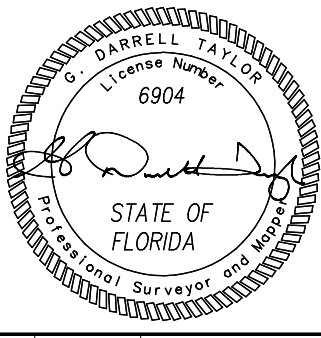
BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, EAST ZONE.

30’ TURNAROUND EASEMENT

TOGETHER WITH A 30–FOOT WIDE TURNAROUND EASEMENT, MEASURING 15 FEET EACH SIDE OF CENTERLINE, LYING AND BEING IN IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF OCOEE OAKS UNITED METHODIST CHURCH, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A ½-INCH REBAR FOUND IN THE NORTHWEST CORNER OF PARCEL B RECORDED IN DEED BOOK 6461, PAGE 2055, ORANGE COUNTY RECORDS, FLORIDA, SAID REBAR HAVING A FLORIDA GRID NORTH, NAD 83, EAST ZONE VALUE N: 1538320.0246 E: 490425.1794; THENCE RUNNING ALONG A TIE LINE, NORTH 69°11'07" WEST, 43.11 FEET TO A POINT ON THE LEASE AREA; THENCE RUNNING ALONG SAID LEASE AREA, NORTH 89°40'02" WEST, 50.00 FEET TO A POINT; THENCE, NORTH 00°19'58" EAST, 15.00 FEET TO A POINT; THENCE LEAVING SAID LEASE AREA AND RUNNING, NORTH 89°40'02" WEST, 15.00 FEET TO A POINT; THENCE, NORTH 00°19'58" EAST, 10.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING NORTH 00°00'00" EAST, 25.00 FEET TO THE ENDING AT A POINT.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, EAST ZONE.



NO.	DATE	REVISION
1	3/25/22	COMMENTS
2	12/5/22	LEASE

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS

Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

820 MORRIS TURNPIKE
SUITE 104
SHORT HILLS, NJ 07078

OCOEE OAKS UMC

SITE NO.
FL179
NW 1/4 NE 1/4 SECTION 21,
TOWNSHIP 22 SOUTH
RANGE 28 EAST,
ORANGE COUNTY, FLORIDA

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: MARCH 07, 2022
P2P JOB #: 220201FL

SHEET:

3

OF 3

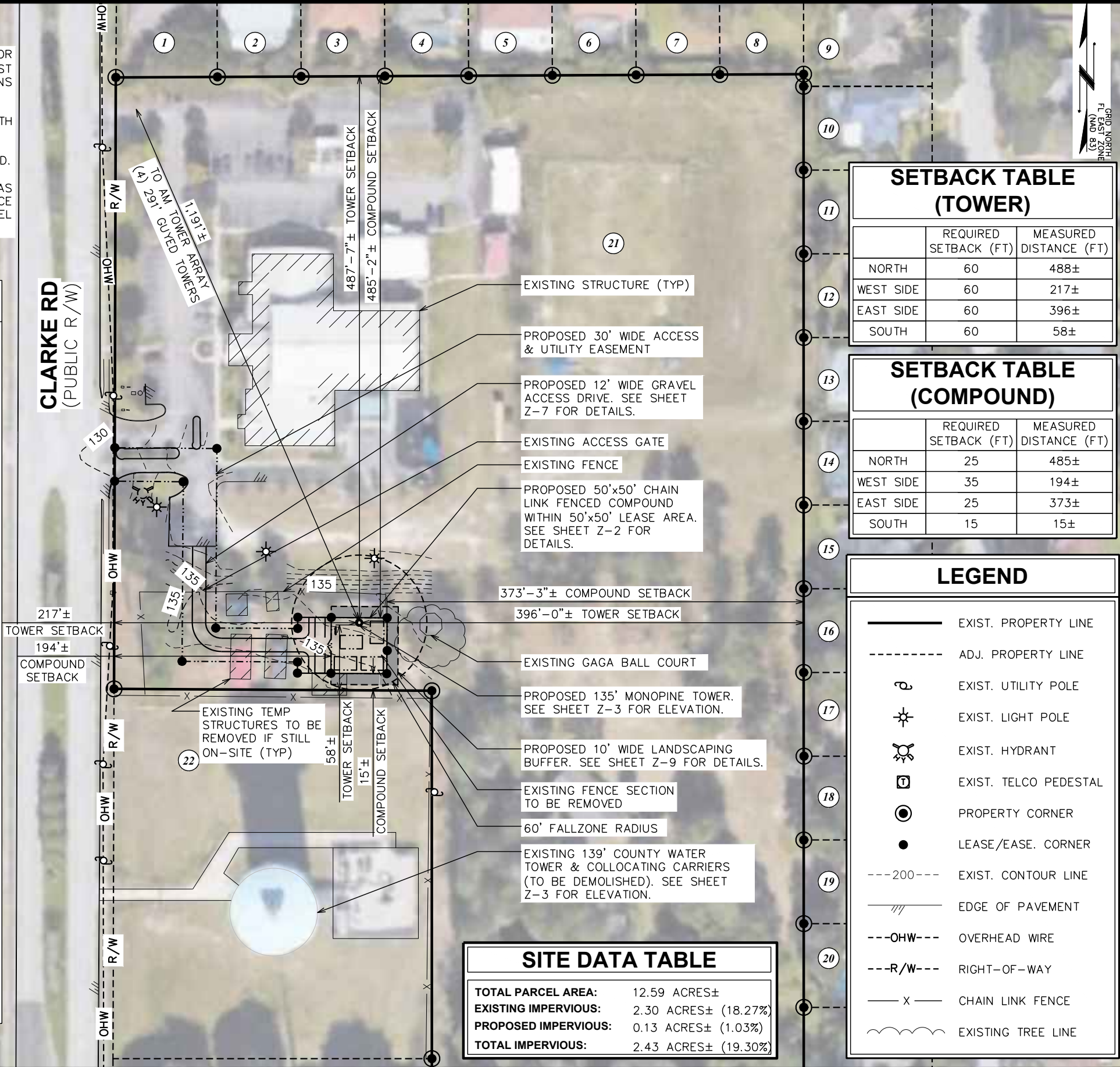
SURVEY NOT VALID WITHOUT SHEET 1 & 2 OF 3

NOTES:

1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE GRID NORTH (NAD 83) FLORIDA EAST ZONE. BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON FEBRUARY 2, 2022.
2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 IN FEET.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. THE TOWER IS LOCATED IN ZONE "X." AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12095C0210H, DATED SEPTEMBER 24, 2021.

PROPERTY OWNER INFORMATION		
NUMBER	PARCEL #	N/F PROPERTY OWNER
1	16-22-28-9064-00-430	DE AZEBEDO VANDERLEY & OLIVEIRA LEIDYANNE NOBRE
2	16-22-28-9064-00-420	SIMANSKI KATHERYN ANNE & SIMANSKI JOHN ROBERT
3	16-22-28-9064-00-410	AUGUSTIN DEDIEU & AUGUSTIN AULOUSE ST FLEUR
4	16-22-28-9064-00-400	HOMES CHERI J.
5	16-22-28-9064-00-390	PATEL JAYESH A. & PATEL MULKA J.
6	16-22-28-9064-00-380	BURGHER LOUISE C.
7	16-22-28-9064-00-370	BRITTON VICKIE LYNN
9	16-22-28-9064-00-340	SYLVAIN ALEX
10	21-22-28-9251-00-410	IBARRA ANTONIO H. & IBARRA LETICIA ZARRAGA
11	21-22-28-9251-00-420	SHAFER CHAD M. & SHAFER TIFFANY S.
12	21-22-28-9251-00-430	FANNIN COLLEEN H. & FANNIN MATTHEW A.
13	21-22-28-9251-00-440	LACHAPELLE DAVID F.
14	21-22-28-9251-00-450	PAVELKA KENNETH & PAVELKA JAN VAN
15	21-22-28-9251-00-460	ASHTON SCOTT FRANCIS
16	21-22-28-9251-00-470	JOSEPH FRIEZI F.
17	21-22-28-9251-00-480	CORDON LEONIE
18	21-22-28-9251-00-490	AMH 2015-1 BORROWER LLC
19	21-22-28-9251-00-500	WALTER ROBERT DANIEL & WALTER COURTNEY GAIL
20	21-22-28-9251-00-510	REDFERN EILEEN & REDFERN WILLIAM
21	21-22-28-0000-00-027	OCOE OAKS UNITED METHODIST CHURCH
22	21-22-28-0000-00-025	ORANGE COUNTY BCC

SITE PLAN



SITE DATA TABLE	
TOTAL PARCEL AREA:	12.59 ACRES±
EXISTING IMPERVIOUS:	2.30 ACRES± (18.27%)
PROPOSED IMPERVIOUS:	0.13 ACRES± (1.03%)
TOTAL IMPERVIOUS:	2.43 ACRES± (19.30%)

SETBACK TABLE (TOWER)

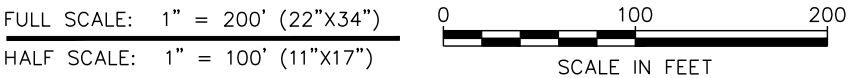
	REQUIRED SETBACK (FT)	MEASURED DISTANCE (FT)
NORTH	60	488±
WEST SIDE	60	217±
EAST SIDE	60	396±
SOUTH	60	58±

SETBACK TABLE (COMPOUND)

	REQUIRED SETBACK (FT)	MEASURED DISTANCE (FT)
NORTH	25	485±
WEST SIDE	35	194±
EAST SIDE	25	373±
SOUTH	15	15±

LEGEND

- EXIST. PROPERTY LINE
- - - - - ADJ. PROPERTY LINE
- ⊕ EXIST. UTILITY POLE
- ⊙ EXIST. LIGHT POLE
- ⊗ EXIST. HYDRANT
- ⊠ EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- LEASE/EASE. CORNER
- - - 200 - - - EXIST. CONTOUR LINE
- /// EDGE OF PAVEMENT
- - - OHW - - - OVERHEAD WIRE
- - - R/W - - - RIGHT-OF-WAY
- x — CHAIN LINK FENCE
- ~~~~~ EXISTING TREE LINE



PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOE OAKS UMC

201 S. CLARKE ROAD
OCOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

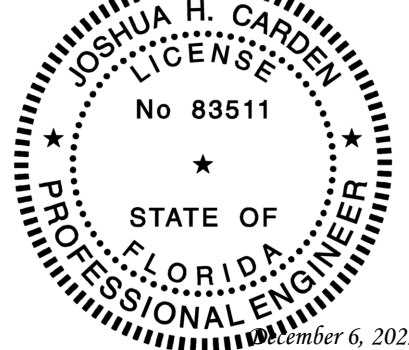
PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA # 31011

DIGITAL SEAL:

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SEAL:



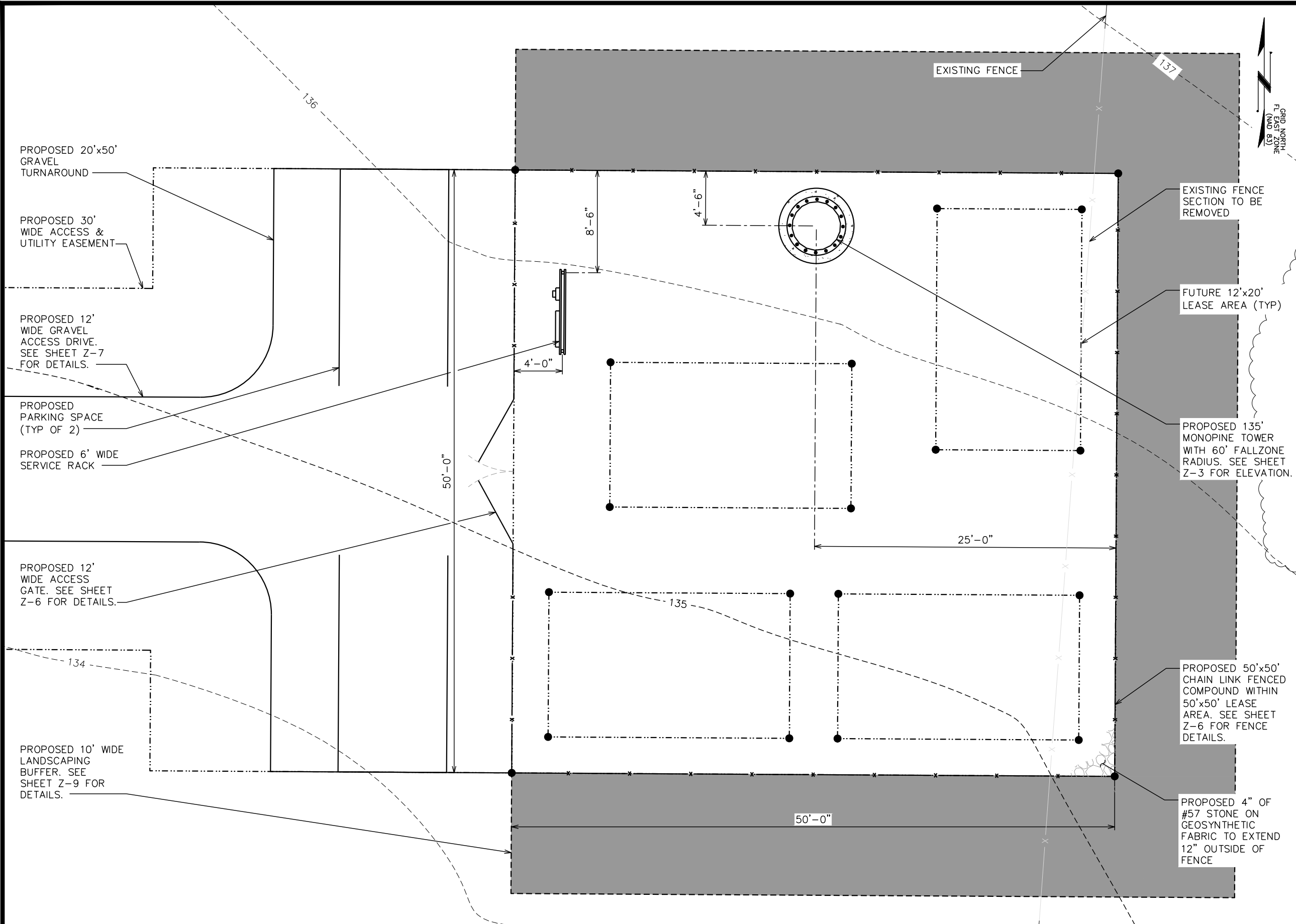
6	12-06-22	ZONING
5	09-15-22	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: DWF CHECKED BY: GLB

SHEET TITLE:

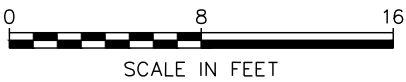
SITE PLAN

SHEET NUMBER:	REVISION:
Z-1	6
TEP#:	307040



COMPOUND DETAIL

FULL SCALE: 1/4" = 1'-0" (22"x34")
HALF SCALE: 1/8" = 1'-0" (11"x17")



PLANS PREPARED FOR:

Diamond
Communications LLC

802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOOE OAKS UMC

201 S. CLARKE ROAD
OCOOE, FL 34761
(ORANGE COUNTY)
PARCEL#: 21-22-28-0000-00-027

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
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SEAL:

6	12-06-22	ZONING
5	09-15-22	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: DWF

CHECKED BY: GLB

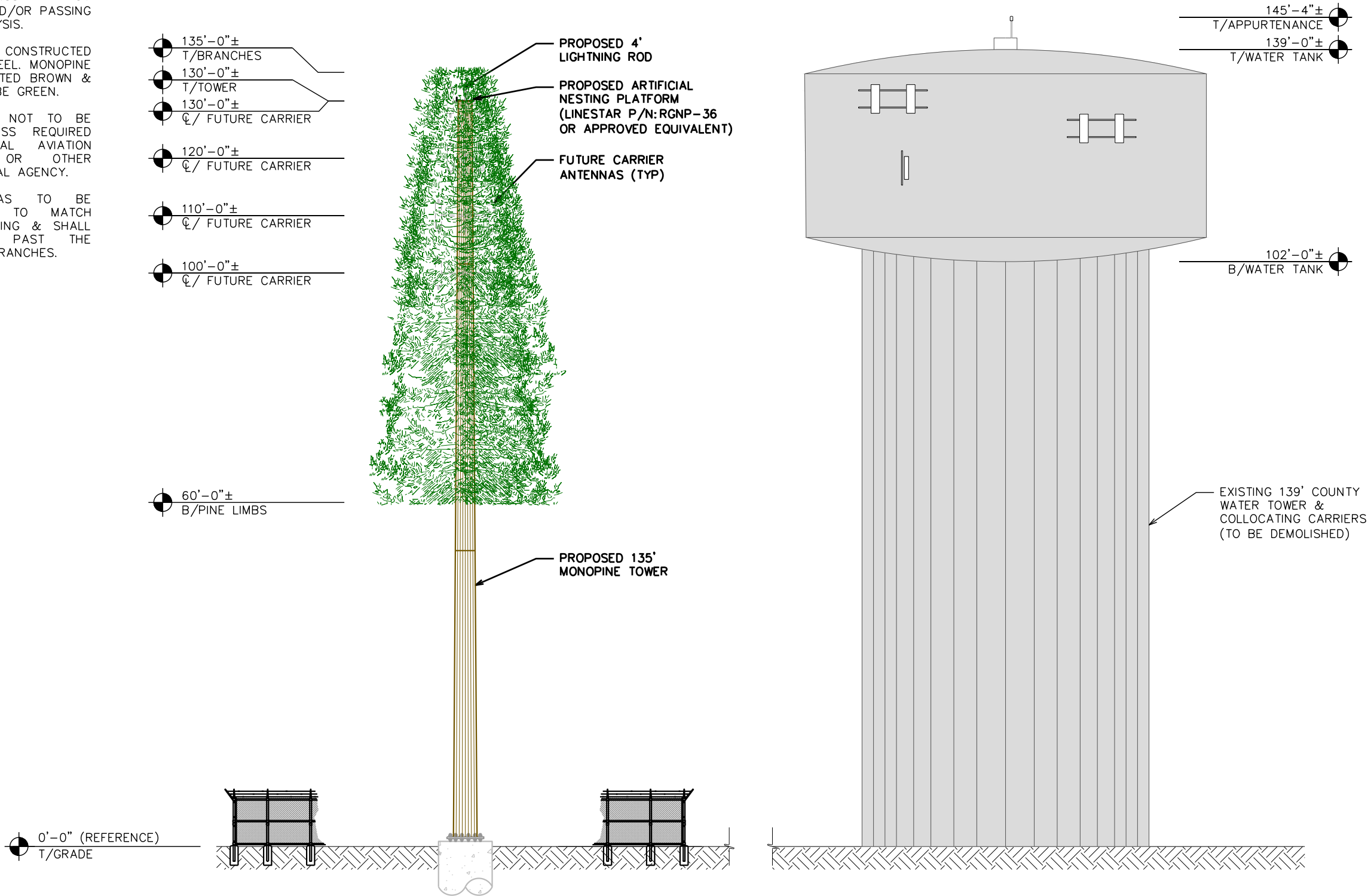
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COMPOUND DETAIL

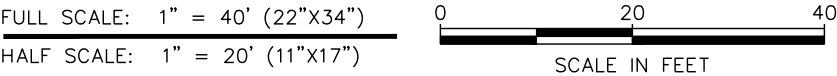
SHEET NUMBER:	REVISION:
Z-2	6
TEP#:	307040

NOTES:

1. PROPOSED CABLES TO BE ROUTED PER SPECIFICATIONS OF PASSING STRUCTURAL ANALYSIS.
2. TOWER ELEVATION SHOWN FOR REFERENCE ONLY. VERIFY ACTUAL TOWER DESIGN & LOADING WITH TOWER DRAWINGS FROM MANUFACTURER AND/OR PASSING STRUCTURAL ANALYSIS.
3. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL. MONOPINE STEEL TO BE PAINTED BROWN & BRANCHES SHALL BE GREEN.
4. PROPOSED TOWER NOT TO BE ILLUMINATED UNLESS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION OR OTHER APPLICABLE FEDERAL AGENCY.
5. FUTURE ANTENNAS TO BE PAINTED GREEN TO MATCH MONOPINE BRANCHING & SHALL NOT PROTRUDE PAST THE EXTENTS OF THE BRANCHES.



TOWER ELEVATION - MONOPINE



PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOEE OAKS UMC

201 S. CLARKE ROAD
OCOEE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

PLANS PREPARED BY:

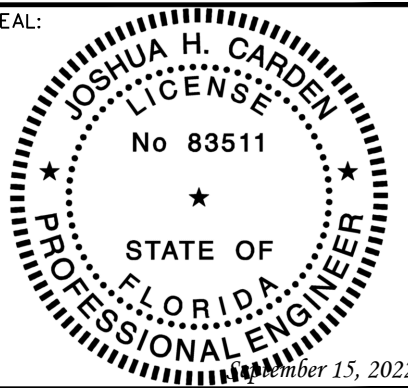
TOWER ENGINEERING PROFESSIONALS

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RALEIGH, NC 27603-3530
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www.tepgroup.net
FL COA # 31011

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SEAL:



5	09-15-22	ZONING
4	08-17-22	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: DWF CHECKED BY: GLB

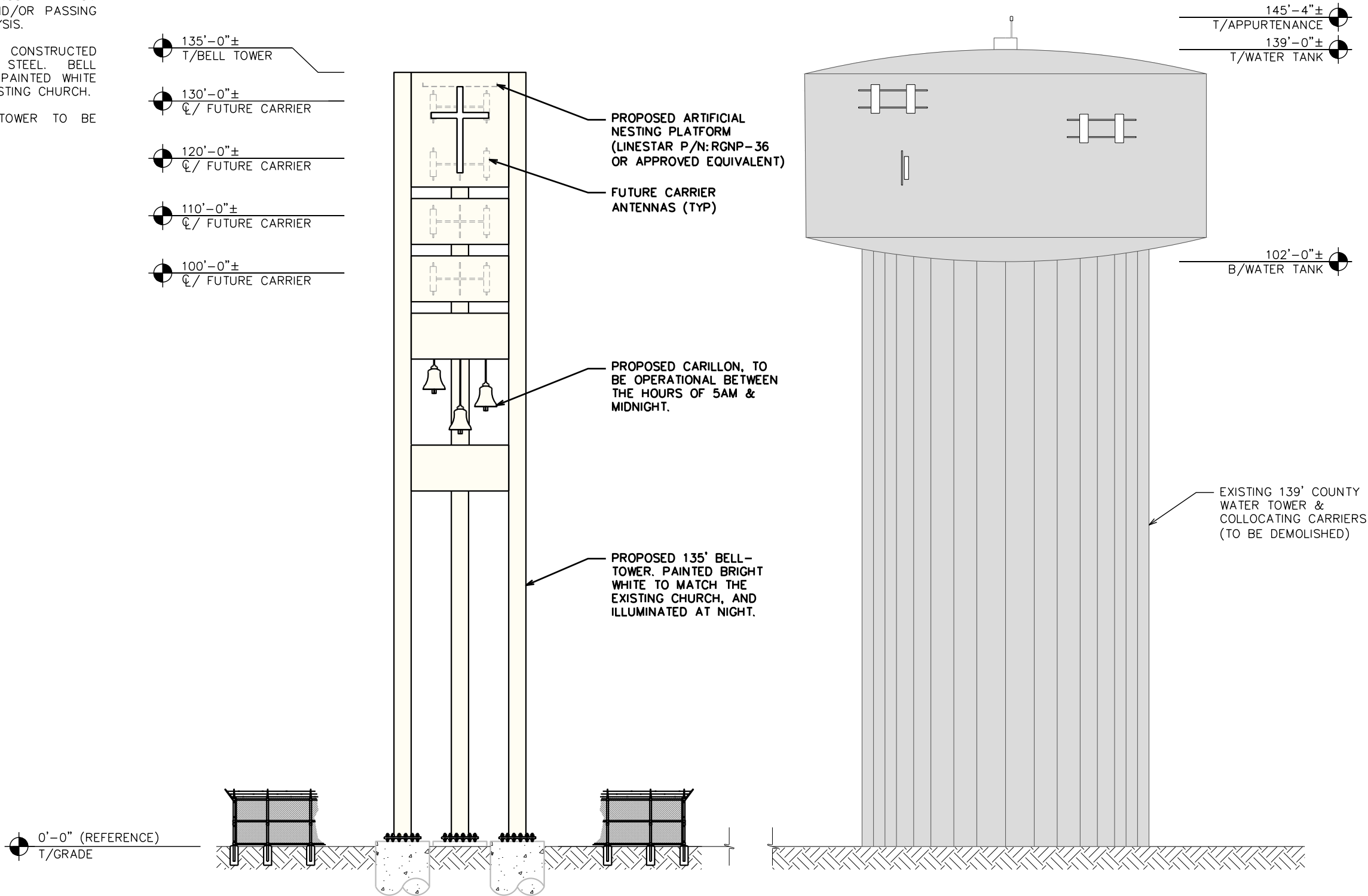
SHEET TITLE:

TOWER ELEVATION -
MONOPINE

SHEET NUMBER:	REVISION:
Z-3	5
TEP#:	307040

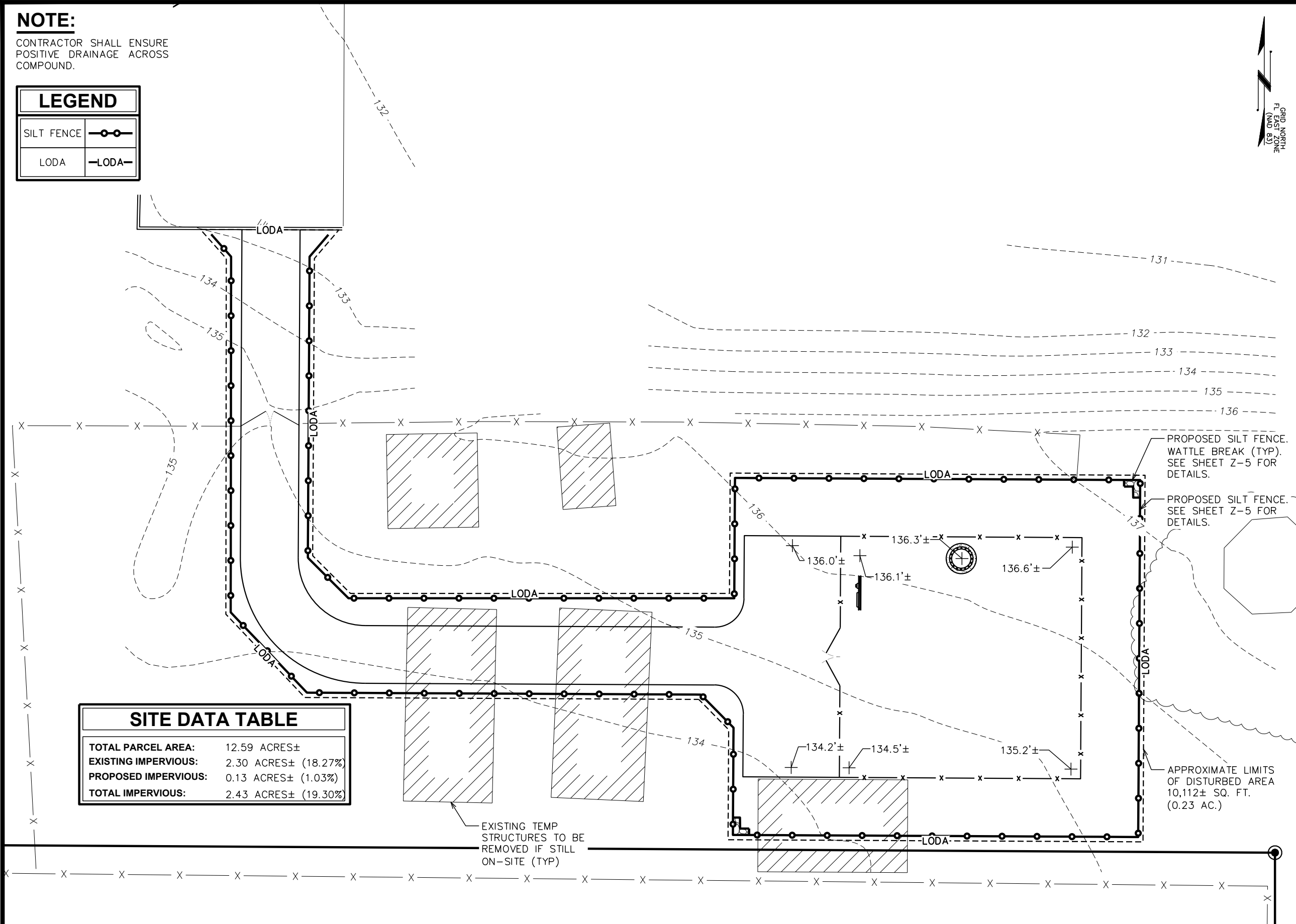
NOTES:

1. PROPOSED CABLES TO BE ROUTED PER SPECIFICATIONS OF PASSING STRUCTURAL ANALYSIS.
2. TOWER ELEVATION SHOWN FOR REFERENCE ONLY. VERIFY ACTUAL TOWER DESIGN & LOADING WITH TOWER DRAWINGS FROM MANUFACTURER AND/OR PASSING STRUCTURAL ANALYSIS.
3. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL. BELL TOWER SHALL BE PAINTED WHITE TO MATCH THE EXISTING CHURCH.
4. PROPOSED BELL TOWER TO BE ILLUMINATED.



NOTE:
CONTRACTOR SHALL ENSURE
POSITIVE DRAINAGE ACROSS
COMPOUND.

LEGEND	
SILT FENCE	
LODA	



PLANS PREPARED FOR:

**Diamond**
Communications LLC

802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOE OAKS UMC

201 S. CLARKE ROAD
OCOE, FL 34761
(ORANGE COUNTY)
PARCEL#: 21-22-28-0000-00-027

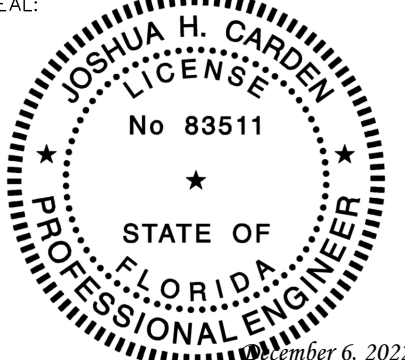
PLANS PREPARED BY:

**TOWER ENGINEERING PROFESSIONALS**

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA # 31011

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6	12-06-22	ZONING
5	09-15-22	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: DWF CHECKED BY: GLB

SHEET TITLE:

**SOIL AND EROSION
CONTROL PLAN**

SHEET NUMBER:	REVISION:
Z-4	6
TEP#:	307040

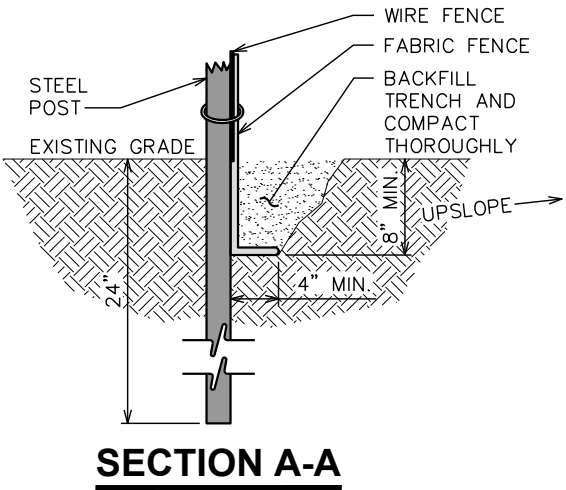
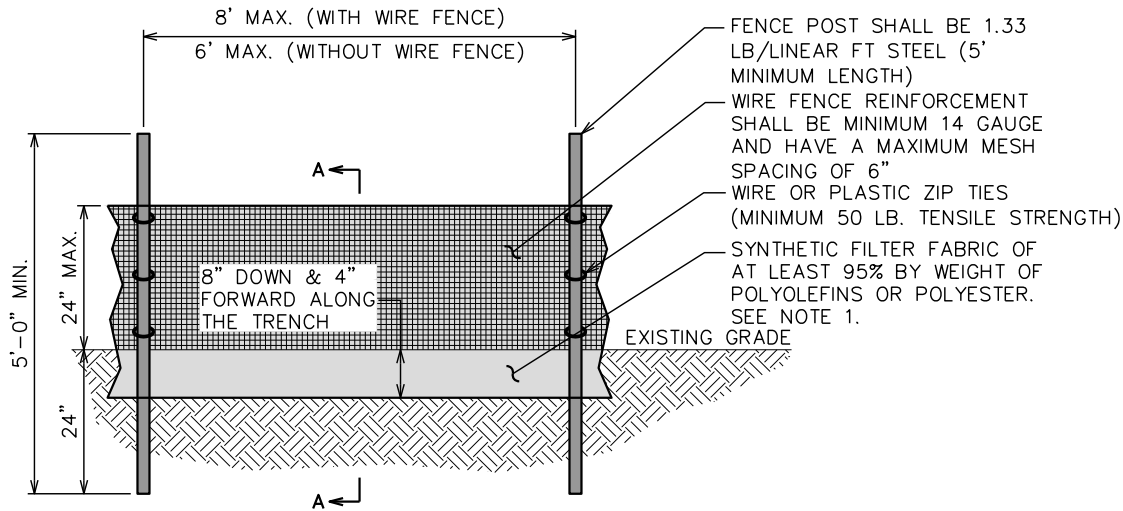
SOIL & EROSION CONTROL PLAN

FULL SCALE: 1" = 40' (22"x34")
HALF SCALE: 1" = 20' (11"x17")

0 20 40
SCALE IN FEET

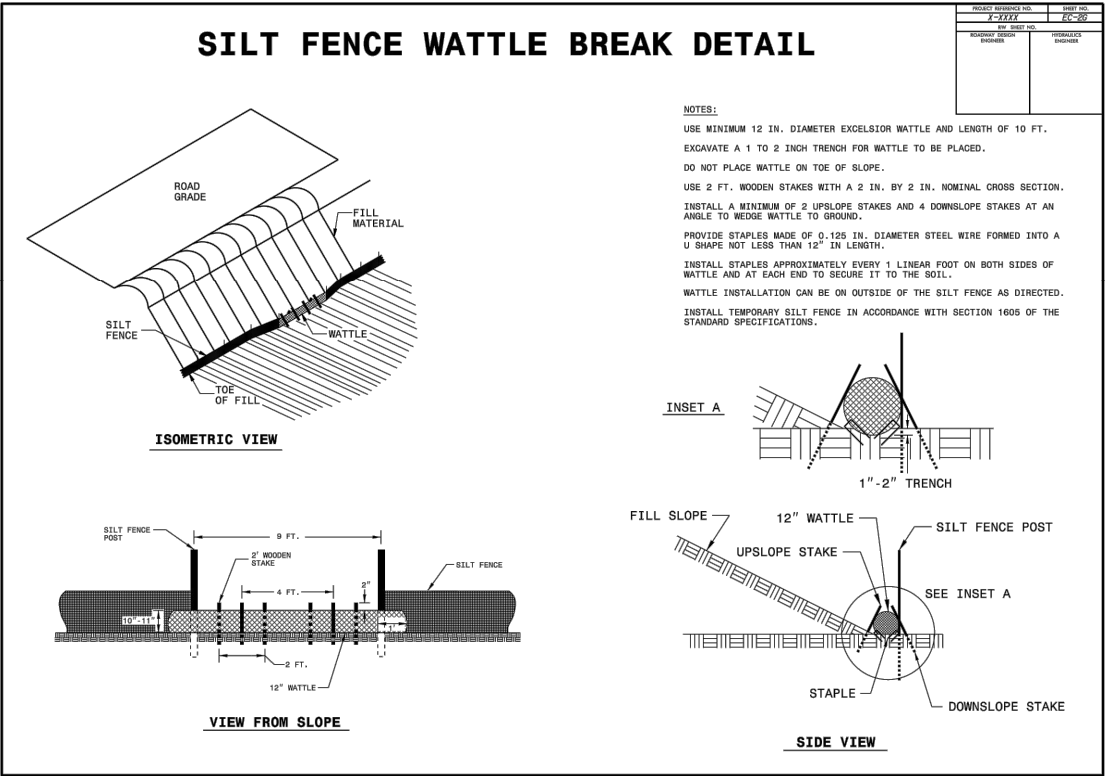
NOTES:

- 1. FILTER FABRIC SHALL CONFORM TO THE REQUIREMENTS LISTED IN ASTM D 6461.
- 2. ENDS OF INDIVIDUAL FILTER FABRIC SHALL BE SECURELY FASTENED AT A SUPPORT POST WITH 4 FEET MINIMUM OVERLAP TO THE NEXT POST
- 3. PLACE 10 INCHES OF FABRIC ALONG THE BOTTOM AND SIDE OF THE TRENCH.
- 4. INSPECT SEDIMENT FENCE(S) AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL.
- 5. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE.
- 6. AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS, BRING THE AREA TO GRADE AND PROPERLY STABILIZE THE SITE.



SILT FENCE DETAIL

SCALE: N.T.S.



STANDARD SILT FENCE WATTLE BREAK DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

**SITE#: FL179
OCOOE OAKS UMC**

201 S. CLARKE ROAD
OCOOE, FL 34761
(ORANGE COUNTY)
PARCEL#: 21-22-28-0000-00-027

PLANS PREPARED BY:

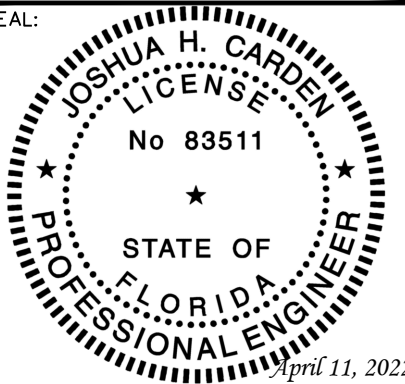
TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA # 31011

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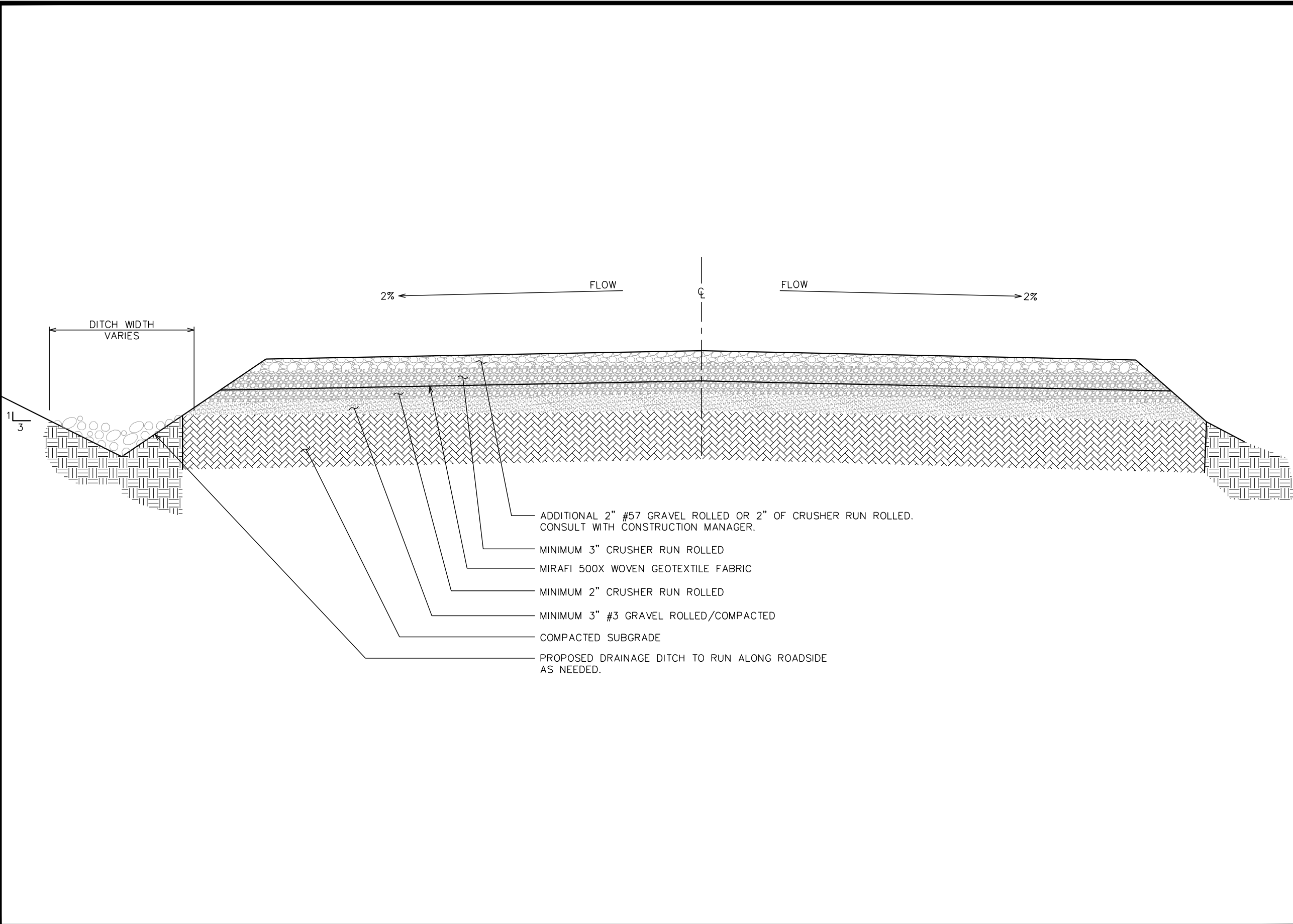
2	04-11-22	ZONING
1	04-01-22	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: DWF CHECKED BY: GLB

SHEET TITLE:

**SILT FENCE
DETAILS**

SHEET NUMBER:	REVISION:
Z-5	2
TEP#:	307040



STANDARD ROAD SECTION

SCALE: N.T.S.

PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOE OAKS UMC

201 S. CLARKE ROAD
OCOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

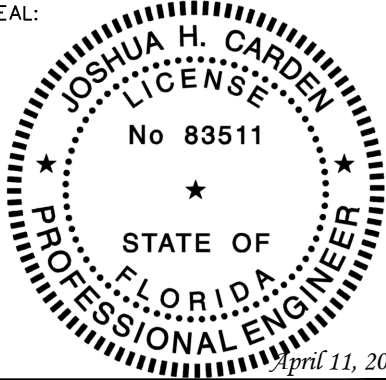
PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA # 31011

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SEAL:



2	04-11-22	ZONING
1	04-01-22	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: DWF CHECKED BY: GLB

SHEET TITLE:
**ACCESS DRIVE
DETAILS**

SHEET NUMBER: Z-7	REVISION: 2 TEP#: 307040
-----------------------------	---------------------------------------

NOTES:

1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.
3. ADDITIONAL E911 ADDRESS SIGNS ARE REQUIRED AT EACH ACCESS ROAD GATE LEADING TO THE COMPOUND AS WELL AS ON THE COMPOUND GATE ITSELF.
4. ADDITIONAL FCC REGISTRATION # SIGNS ARE REQUIRED AT EACH ACCESS ROAD GATE LEADING TO THE COMPOUND AS WELL AS ON THE COMPOUND GATE ITSELF. SIGN SHALL MEASURE (20" LONG x 4" TALL). THE LETTERS SHALL BE 1" AND THE NUMBERS SHALL BE 2".
5. RECOMMENDED SOURCES FOR OBTAINING SIGNAGE:

ST. CLAIR SIGNS
3184 WADE HAMPTON BOULEVARD
TAYLORS, SC 29687
(864) 244-0040

RF EXPOSURE SIGNS
RICHARD TELL ASSOCIATES
3433 RINGSTAR ROAD, SUITE 3
NORTH LAS VEGAS, NV 89030
(702) 645-3338

EXCEL SIGN & DECAL
1509 NORTH MILPITAS BLVD.
MILPITAS, CA 95035
(408) 942-8881

ATTENTION

THE SITE SHALL ONLY CONTAIN SIGNAGE AS MANDATED BY THE FCC.



- ④ WHITE BACKGROUND WITH BLACK LETTERING
QUANTITY: (2)
TO BE MOUNTED ON: COMPOUND ACCESS GATE
ACCESS DRIVE GATE
(SEE NOTE 4)

NOTE:
NUMBER SHOWN IS GENERIC,
CONTRACT CONSTRUCTION MANAGER
FOR ACTUAL FCC TOWER REG. #.

PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOOE OAKS UMC

201 S. CLARKE ROAD
OCOOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

PLANS PREPARED BY:

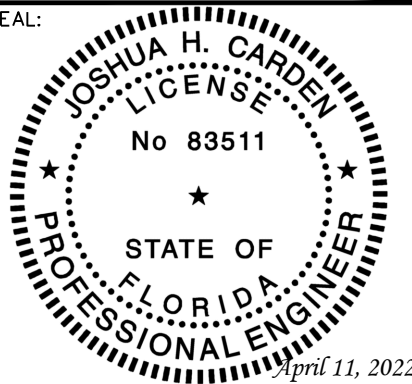
TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA # 31011

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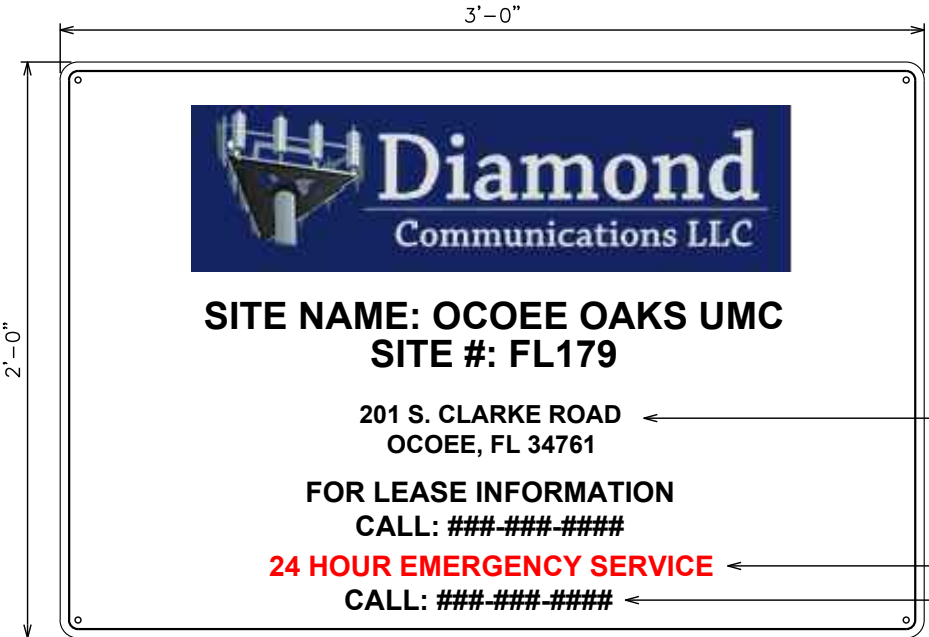
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1	04-01-22	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: DWF CHECKED BY: GLB

SHEET TITLE:

SIGNAGE DETAILS

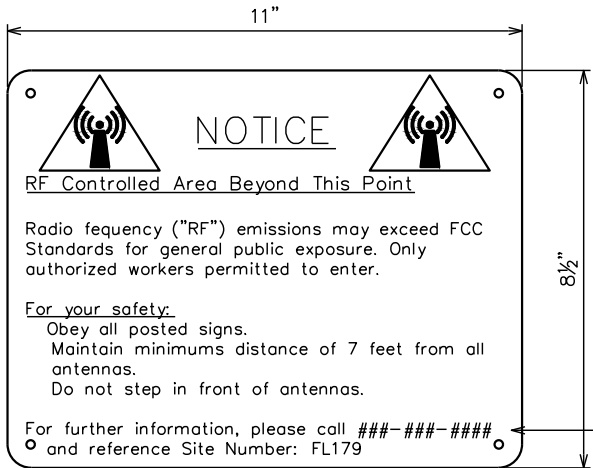
SHEET NUMBER:	REVISION:
Z-8	2
TEP#:	307040



CONTRACTOR SHALL
VERIFY ADDRESS PRIOR
TO ORDERING SIGNAGE.

RED LETTERS (ALL OTHERS BLACK)

CONTRACTOR TO COORDINATE
NUMBERS (TYP)



CONTRACTOR TO
COORDINATE
NUMBERS (TYP)

RF NOTICE SIGN
(WHITE METAL SIGN W/BLACK LETTERING)

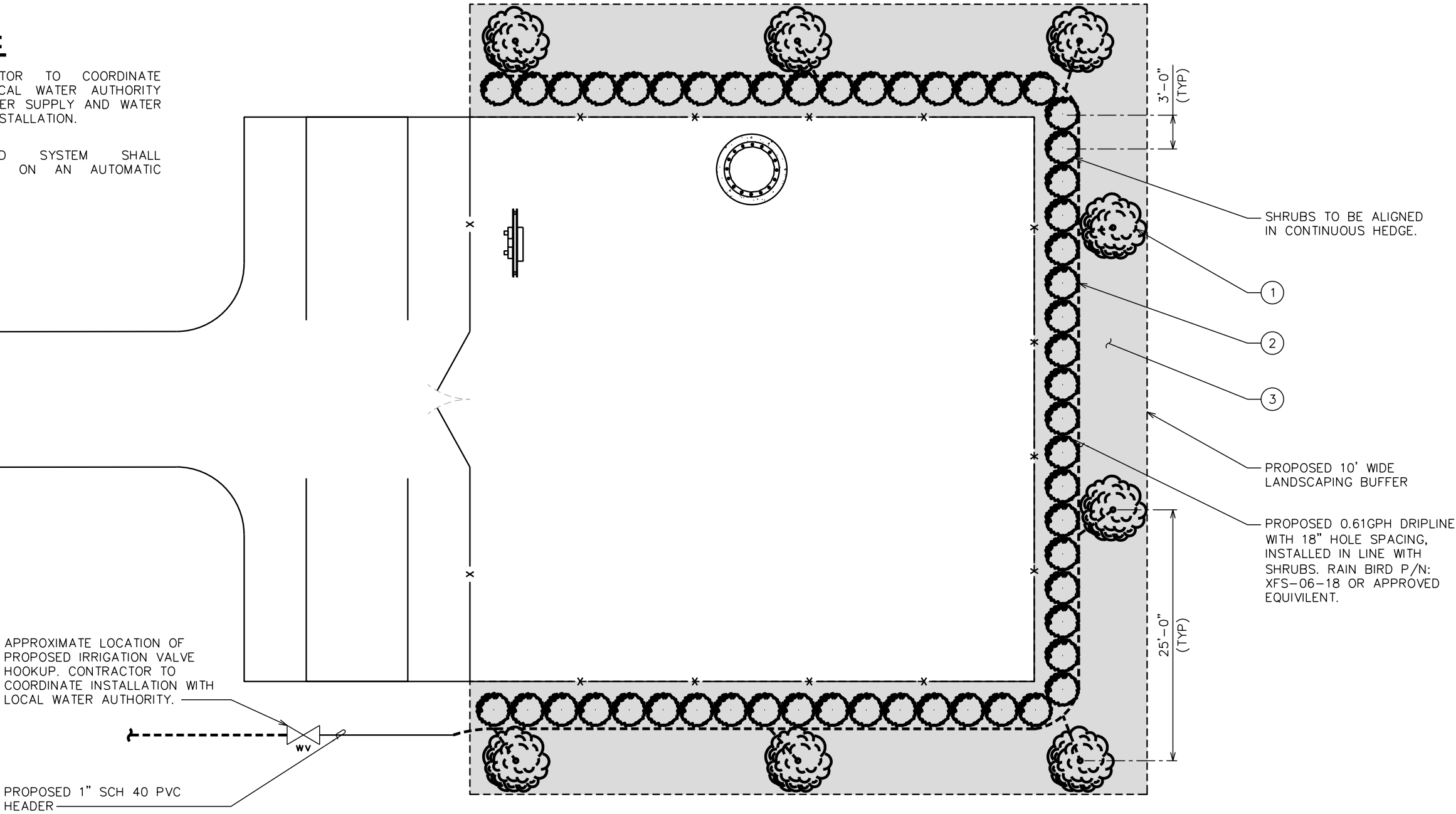
TYPICAL SIGNS AND SPECIFICATIONS

SCALE: N.T.S.

PLANTING SCHEDULE								
ITEM	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT @ PLANTING	HEIGHT @ MATURITY	CALIPER/ SPREAD	MIN. SPACING	REMARKS
UNDERSTORY TREES								
①	8	ILEX OPACA	AMERICAN HOLLY	3'-0" (MIN)	25'-0" (MIN)	6'-0" (MIN)	25'-0"	SHOWN AS 
SHRUBS								
②	52	ARDISIA ESCALLONIOIDES	MARLBERRY	3'-0" (MIN)	12'-0" (MIN)	3'-0" (MIN)	3'-0"	SHOWN AS 
MULCH								
③	-	-	-	-	-	-	-	APPLY 3"-4" DEEP FROM THE TRUNKLINE TO THE DRIPLINE. FOR GROUND COVER - APPLY 1"-2" DEEP.

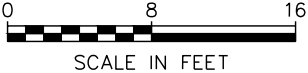
NOTES:

1. CONTRACTOR TO COORDINATE WITH LOCAL WATER AUTHORITY FOR WATER SUPPLY AND WATER VALVE INSTALLATION.
2. PROPOSED SYSTEM SHALL FUNCTION ON AN AUTOMATIC TIMER



LANDSCAPING PLAN

FULL SCALE: 3/16" = 1'-0" (22"x34")
HALF SCALE: 3/32" = 1'-0" (11"x17")



PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOEE OAKS UMC

201 S. CLARKE ROAD
OCOEE, FL 34761
(ORANGE COUNTY)
PARCEL#: 21-22-28-0000-00-027

PLANS PREPARED BY:

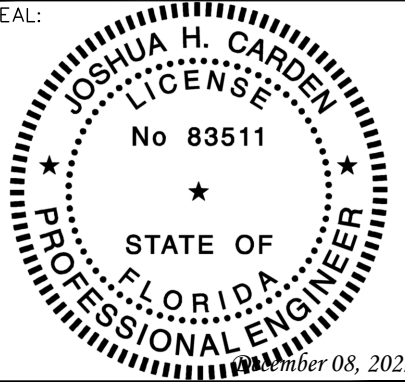
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326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
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FL COA # 31011

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SEAL:



7	12-08-22	ZONING
6	12-06-22	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: DWF CHECKED BY: GLB

SHEET TITLE:

LANDSCAPING
PLAN

SHEET NUMBER:	REVISION:
Z-9	7
TEP#:	307040

1. TOPSOIL TO BE PROVIDED BY SITE CONTRACTOR IN ROUGH GRADE TO WITHIN 1" OF FINISH GRADE.
2. EACH PLANT TO BE IN GOOD CONDITION AFTER SHEARING AND PRUNING.
3. EACH PLANT TO BE FREE FROM DISEASE, INSECT INFESTATION, AND MECHANICAL INJURIES, AND IN ALL RESPECTS BE SUITABLE FOR FIELD PLANTING.
4. ALL PLANTS TO BE FULLY GUARANTEED (LABOR AND MATERIALS) FOR A PERIOD OF NOT LESS THAN (1) YEAR FROM DATE OF INSTALLATION.
5. ALL PLANTS SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK. ANSI Z60.1-1973 IN REGARD TO SIZING, GROWING, AND B&B SPECIFICATIONS.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND SHRUBS WITHIN THE CONSTRUCTION AREA IDENTIFIED AS "TO REMAIN" FROM DAMAGE BY EQUIPMENT AND CONSTRUCTION ACTIVITIES.



EXISTING VIEW FROM LOCATION A

Site Name: Ocoee Oaks UMC
Site Number: FL179

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)

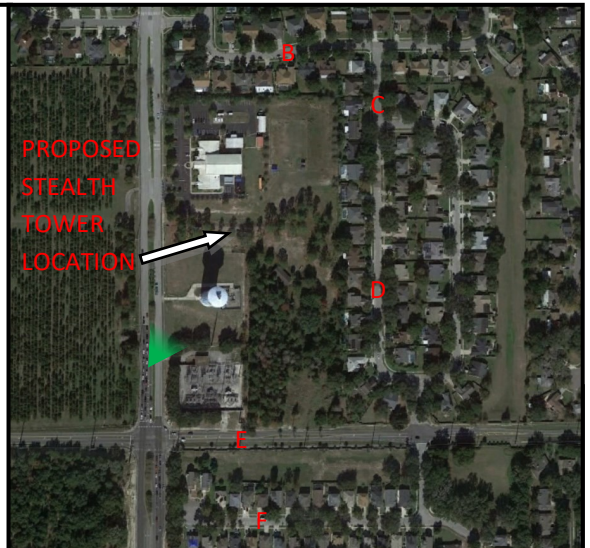


PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.

PROPOSED VIEW FROM LOCATION A

Site Name: Ocoee Oaks UMC

Site Number: FL179

Proposed Stealth Bell Tower

201 S. Clarke Rd

Ocoee, FL 34761

(Orange County)

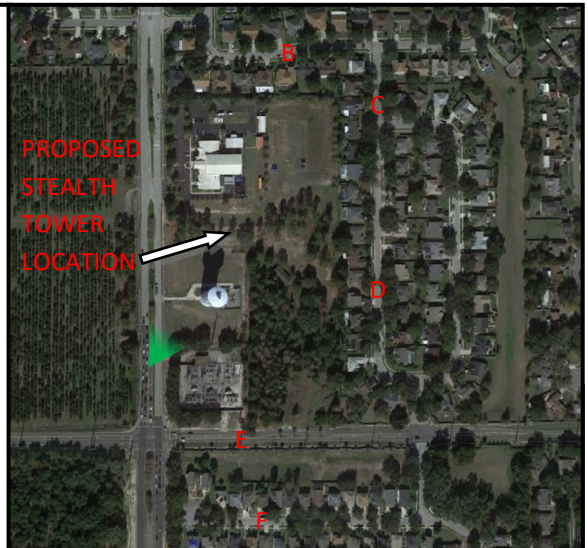


PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.

PROPOSED VIEW FROM LOCATION A

Site Name: Ocoee Oaks UMC
Site Number: FL179
Proposed Monopine

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)

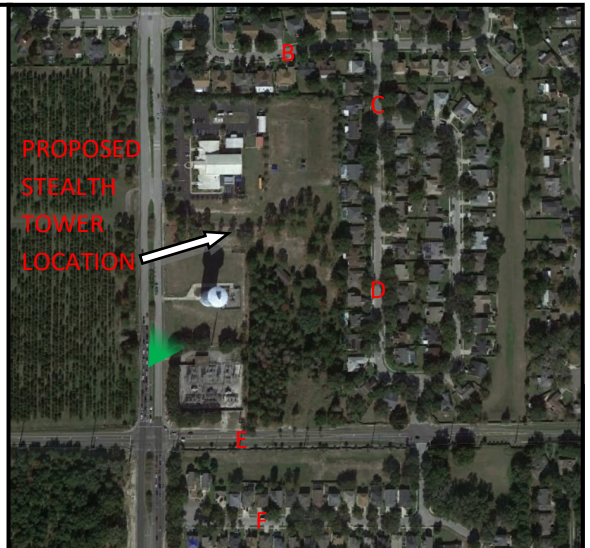


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EXISTING VIEW FROM LOCATION B

Site Name: Ocoee Oaks UMC
Site Number: FL179

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)



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PROPOSED VIEW FROM LOCATION B

Site Name: Ocoee Oaks UMC

Site Number: FL179

Proposed Stealth Bell Tower

201 S. Clarke Rd

Ocoee, FL 34761

(Orange County)

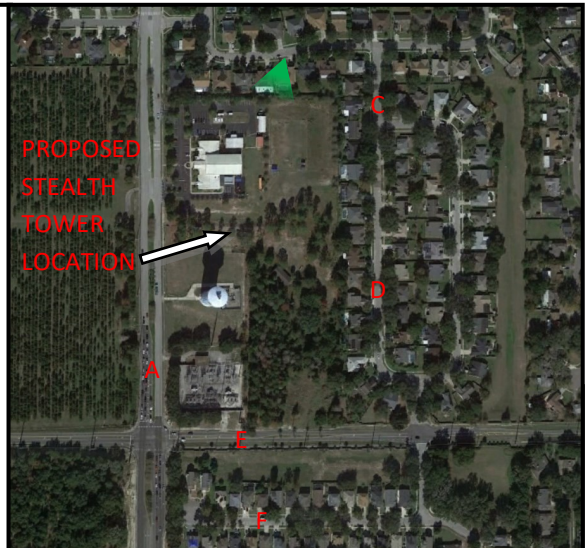


PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.



PROPOSED VIEW FROM LOCATION B

Site Name: Ocoee Oaks UMC
Site Number: FL179
Proposed Monopine

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)



PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.



EXISTING VIEW FROM LOCATION C

Site Name: Ocoee Oaks UMC
Site Number: FL179

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)

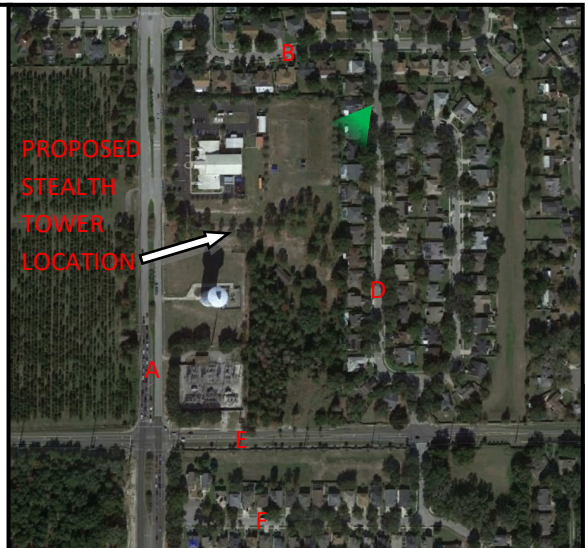


PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.

PROPOSED VIEW FROM LOCATION C

Site Name: Ocoee Oaks UMC

Site Number: FL179

Proposed Stealth Bell Tower

201 S. Clarke Rd

Ocoee, FL 34761

(Orange County)

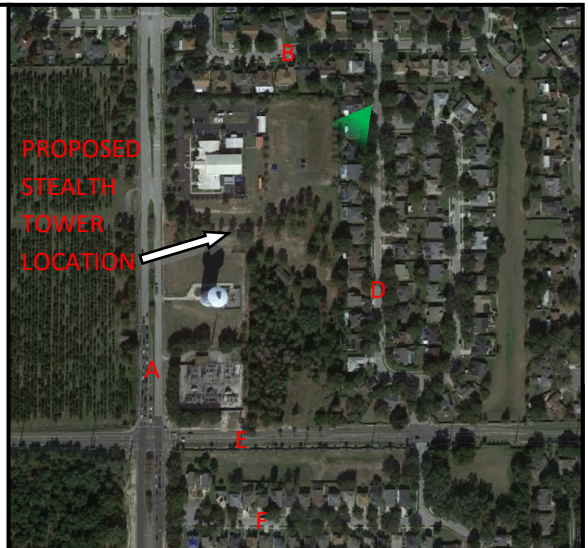


PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.



PROPOSED VIEW FROM LOCATION C

Site Name: Ocoee Oaks UMC
Site Number: FL179
Proposed Monopine

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)

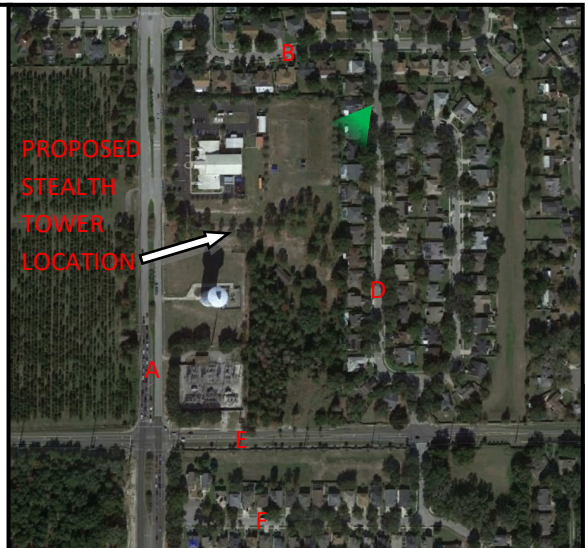


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EXISTING VIEW FROM LOCATION D

Site Name: Ocoee Oaks UMC
Site Number: FL179

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)

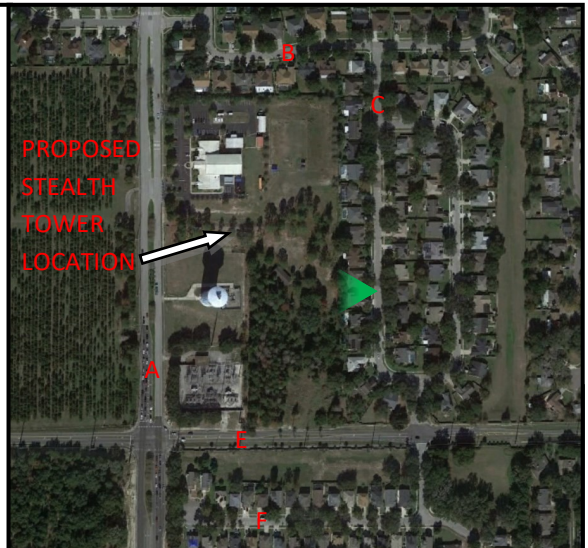


PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.



PROPOSED VIEW FROM LOCATION D

Site Name: Ocoee Oaks UMC

Site Number: FL179

Proposed Stealth Bell Tower

201 S. Clarke Rd

Ocoee, FL 34761

(Orange County)



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PROPOSED VIEW FROM LOCATION D

Site Name: Ocoee Oaks UMC
Site Number: FL179
Proposed Monopine

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)

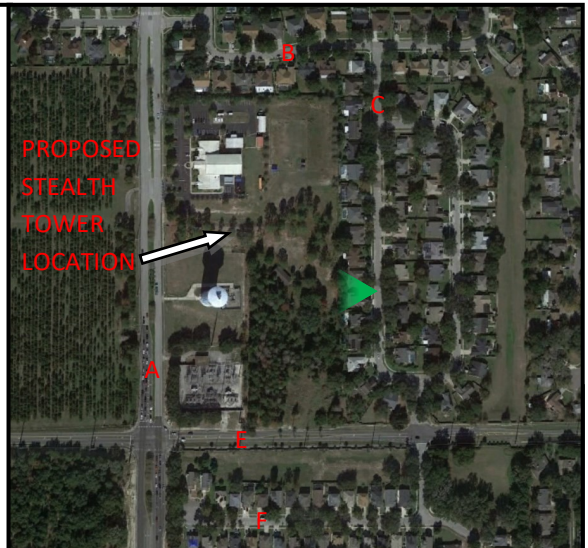


PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.



EXISTING VIEW FROM LOCATION E

Site Name: Ocoee Oaks UMC
Site Number: FL179

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)

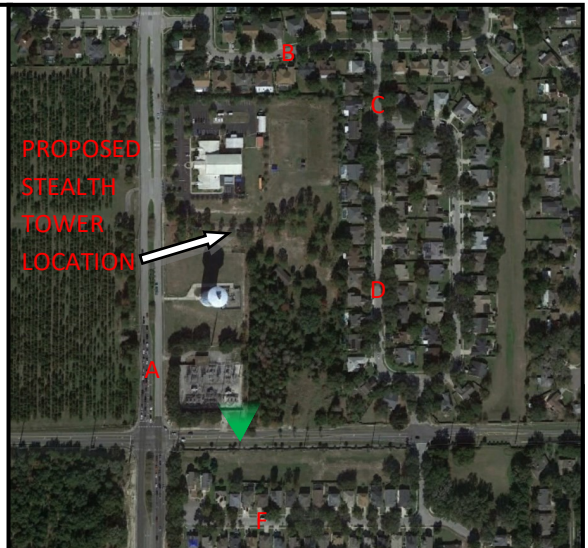


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PROPOSED VIEW FROM LOCATION E

Site Name: Ocoee Oaks UMC

Site Number: FL179

Proposed Stealth Bell Tower

201 S. Clarke Rd

Ocoee, FL 34761

(Orange County)

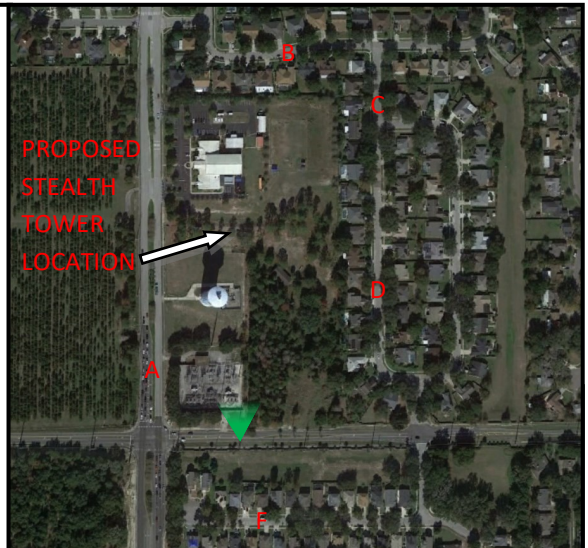


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PROPOSED VIEW FROM LOCATION E

Site Name: Ocoee Oaks UMC
Site Number: FL179
Proposed Monopine

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)

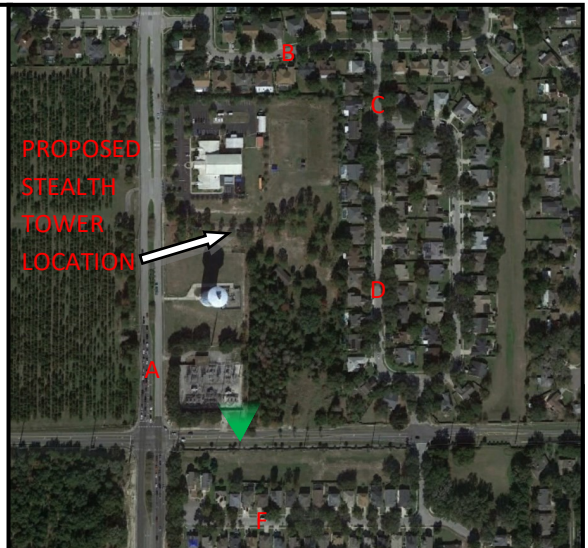


PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.

EXISTING VIEW FROM LOCATION F

Site Name: Ocoee Oaks UMC
Site Number: FL179

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)

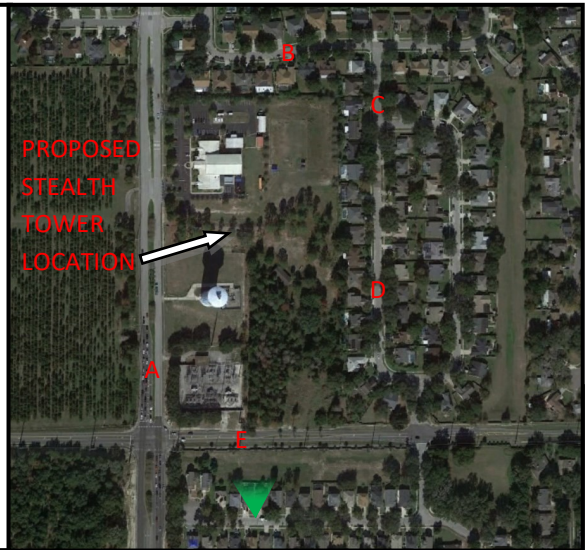


PHOTO RENDERING BY TOWER ENGINEERING PROFESSIONALS, INC.

PROPOSED VIEW FROM LOCATION F

Site Name: Ocoee Oaks UMC

Site Number: FL179

Proposed Stealth Bell Tower

201 S. Clarke Rd

Ocoee, FL 34761

(Orange County)

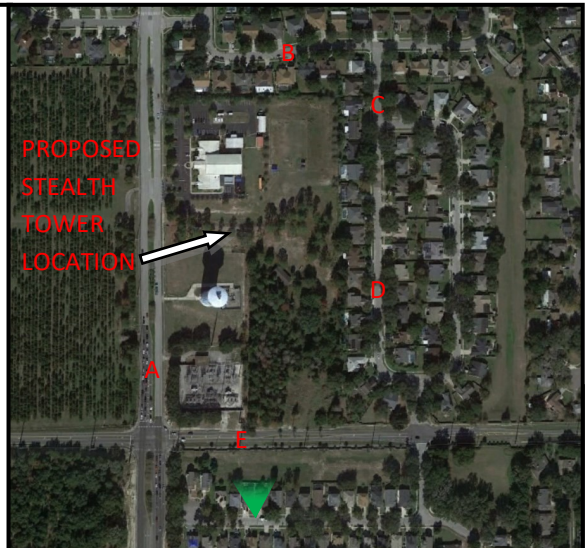


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PROPOSED VIEW FROM LOCATION F

Site Name: Ocoee Oaks UMC
Site Number: FL179
Proposed Monopine

201 S. Clarke Rd
Ocoee, FL 34761
(Orange County)

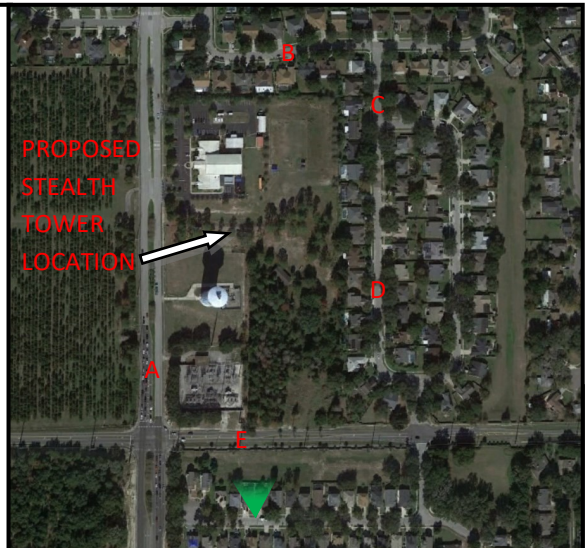


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VICINITY MAP

N.T.S.

PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOE OAKS UMC

201 S. CLARKE ROAD
OCOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

PLANS PREPARED BY:

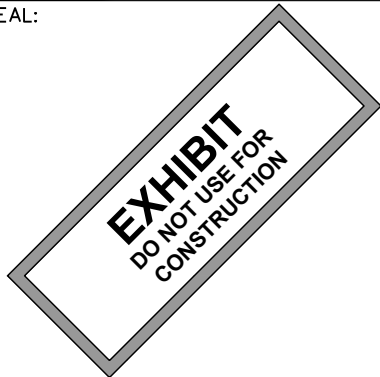
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OFFICE: (919) 661-6351
www.tepgroup.net
FL COA # 31011

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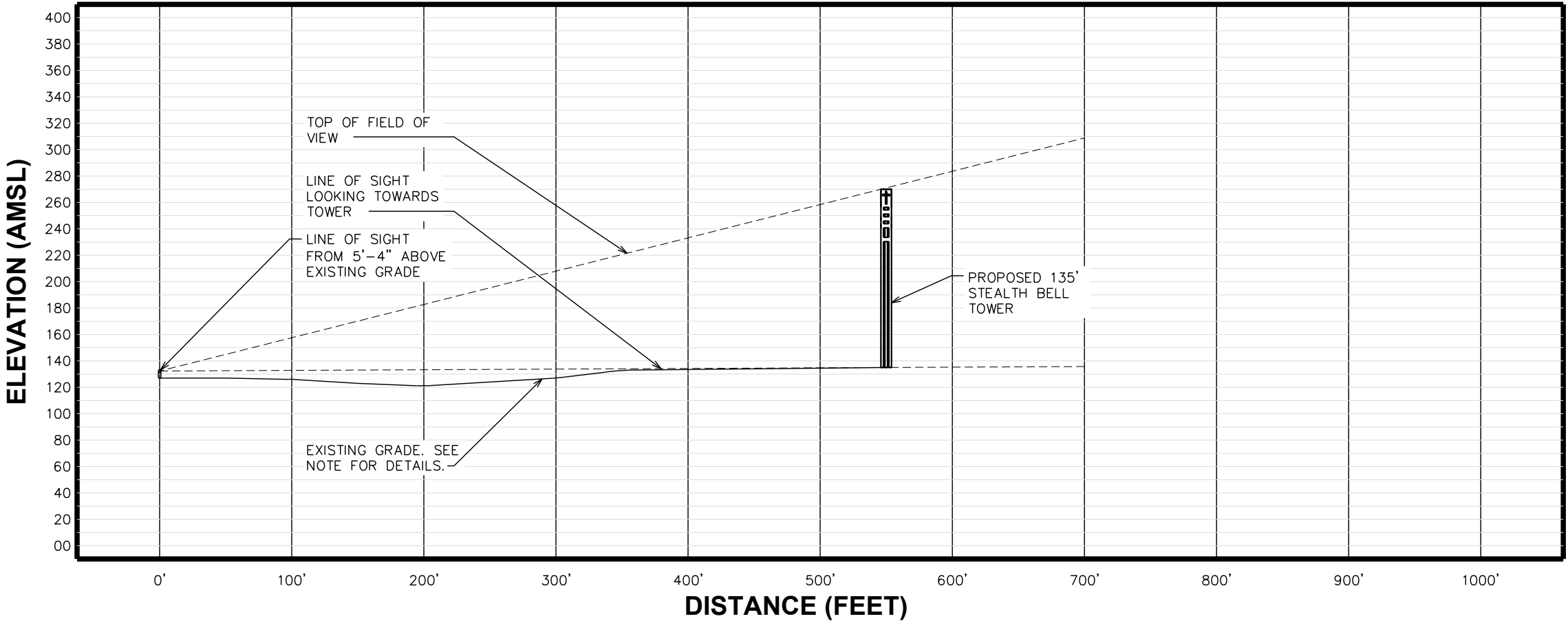
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2	09-23-22	EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: DAO CHECKED BY: TDS

SHEET TITLE:

**LINE OF SIGHT -
POSITION A**

SHEET NUMBER:	REVISION:
C-1A	3
TEP#:	307040.736982

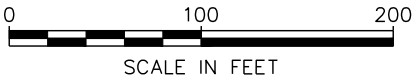


LEGEND

LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION A - BELL TOWER

SCALE: 1" = 100'



NOTE:
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VICINITY MAP

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PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOE OAKS UMC

201 S. CLARKE ROAD
OCOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

PLANS PREPARED BY:

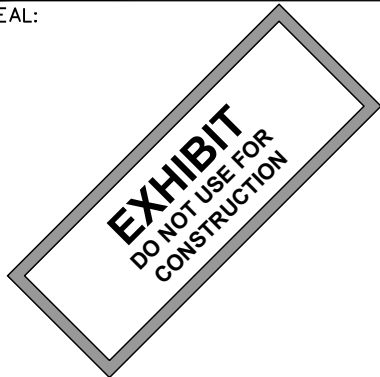
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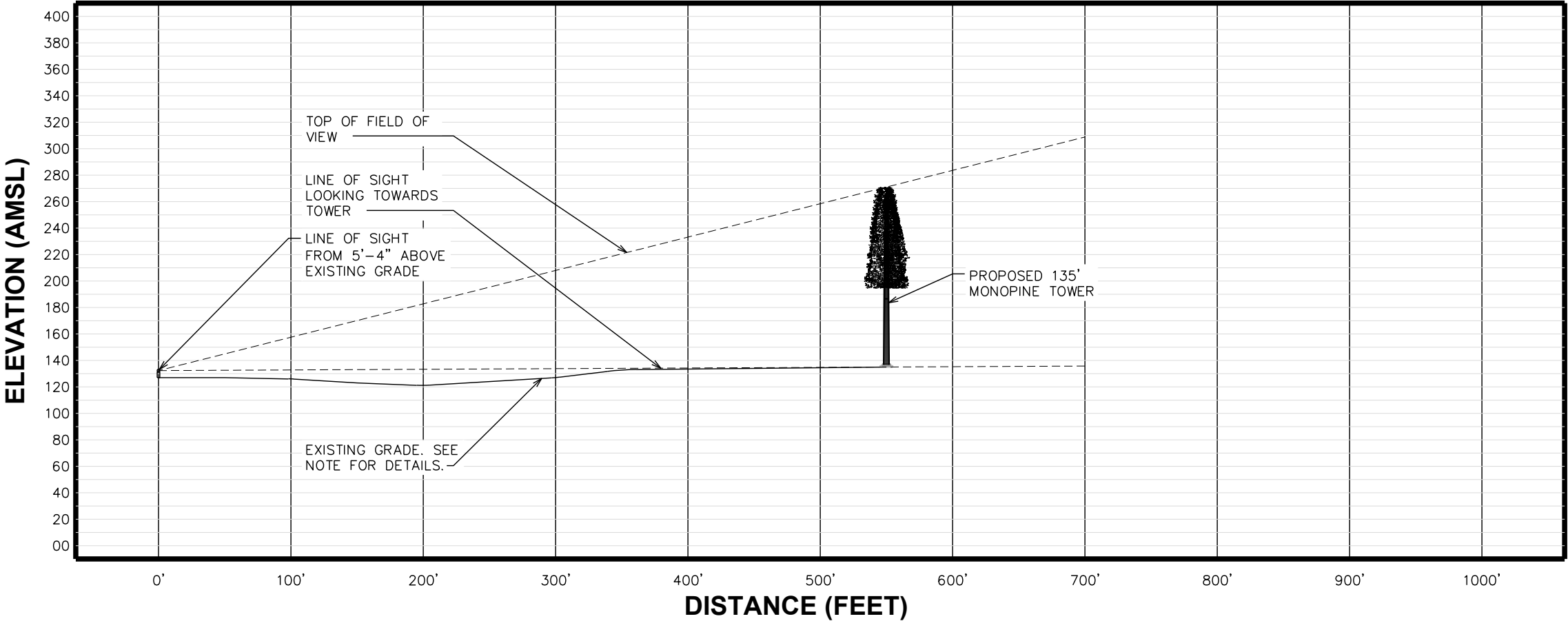
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2	09-23-22	EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: DAO CHECKED BY: TDS

SHEET TITLE:

**LINE OF SIGHT -
POSITION A**

SHEET NUMBER:	REVISION:
C-1B	3
	TEP#: 307040.736982

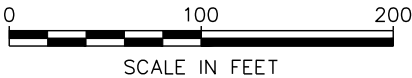


LEGEND

LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION A - MONOPINE

SCALE: 1" = 100'



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PROJECT INFORMATION:

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OCOOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

PLANS PREPARED BY:

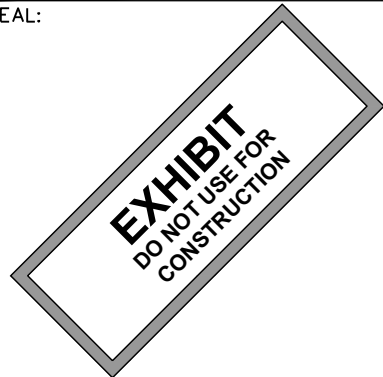
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SEAL:



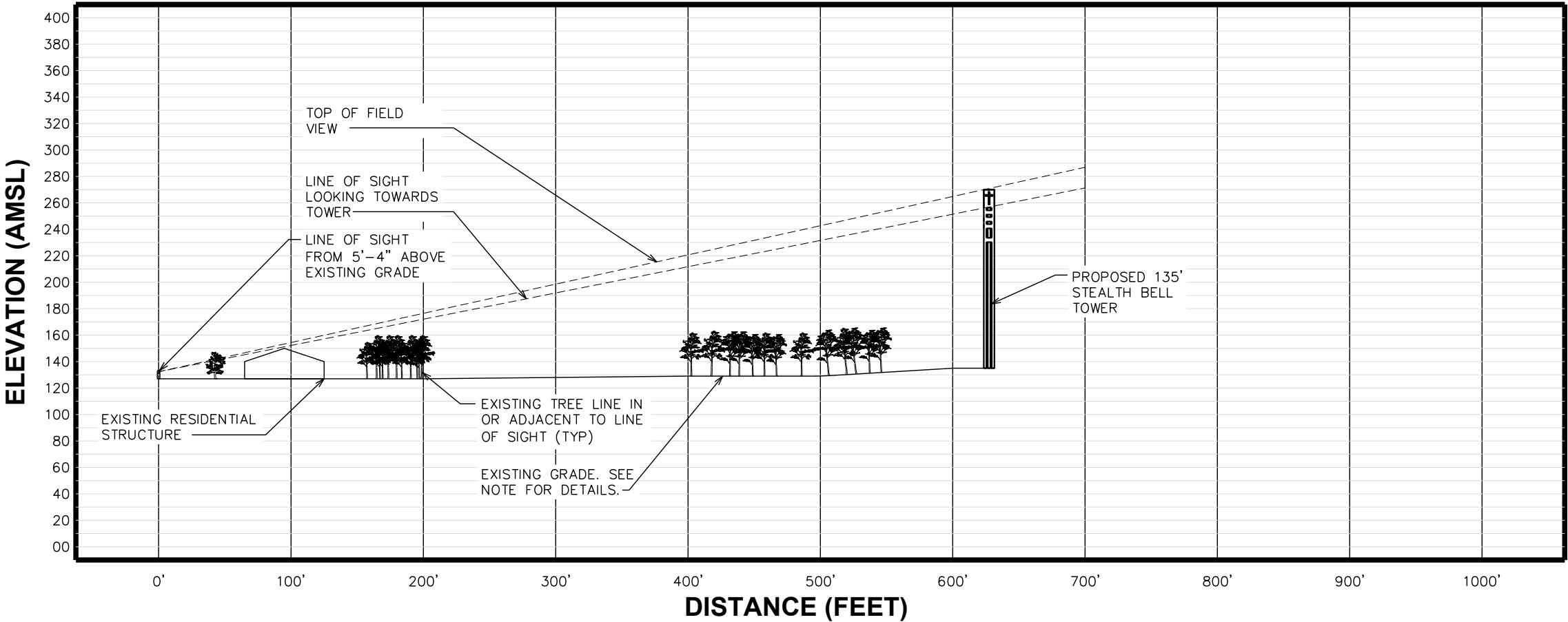
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REV	DATE	ISSUED FOR:

DRAWN BY: DAO CHECKED BY: TDS

SHEET TITLE:

**LINE OF SIGHT -
POSITION B**

SHEET NUMBER:	REVISION:
C-2A	3
TEP#: 307040.736982	

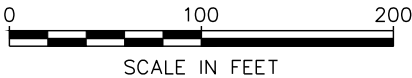


LEGEND

LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION B - BELL TOWER

SCALE: 1" = 100'



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VICINITY MAP

N.T.S.

PLANS PREPARED FOR:



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SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOE OAKS UMC

201 S. CLARKE ROAD
OCOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

PLANS PREPARED BY:

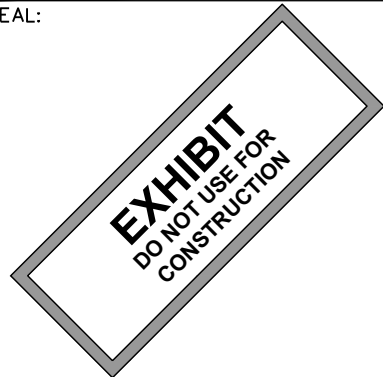
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SEAL:



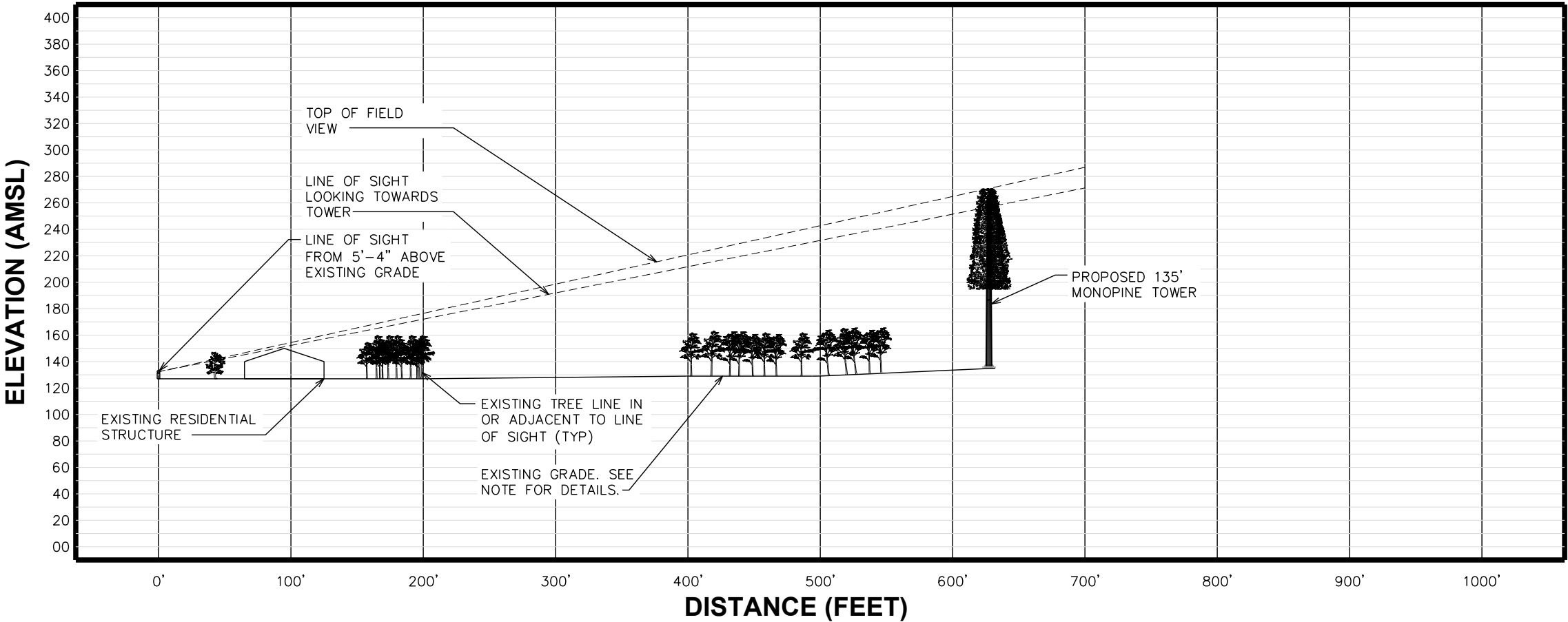
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2	09-23-22	EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: DAO CHECKED BY: TDS

SHEET TITLE:

**LINE OF SIGHT -
POSITION B**

SHEET NUMBER:	REVISION:
C-2B	3
TEP#:	307040.736982

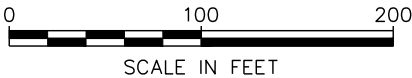


LEGEND

LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION B - MONOPINE

SCALE: 1" = 100'



NOTE:

SIGHT LINE PROFILE SHOWN TAKEN FROM INFORMATION PROVIDED BY GOOGLE EARTH. TEP DOES NOT GUARANTEE OR ENSURE THE PRECISION, ACCURACY, OR CORRECTNESS FOR DATA PROVIDED BY GOOGLE EARTH. THE INFORMATION SHOWN IS INCORPORATED FOR REFERENCE ONLY.



VICINITY MAP

N.T.S.

PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

SITE#: FL179
OCOOE OAKS UMC

201 S. CLARKE ROAD
OCOOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

PLANS PREPARED BY:

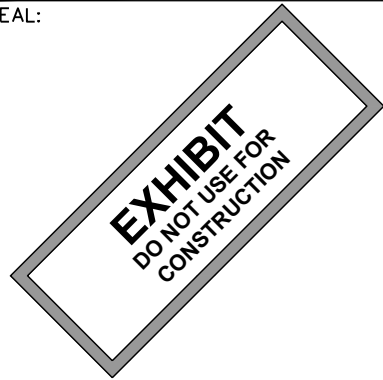
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SEAL:



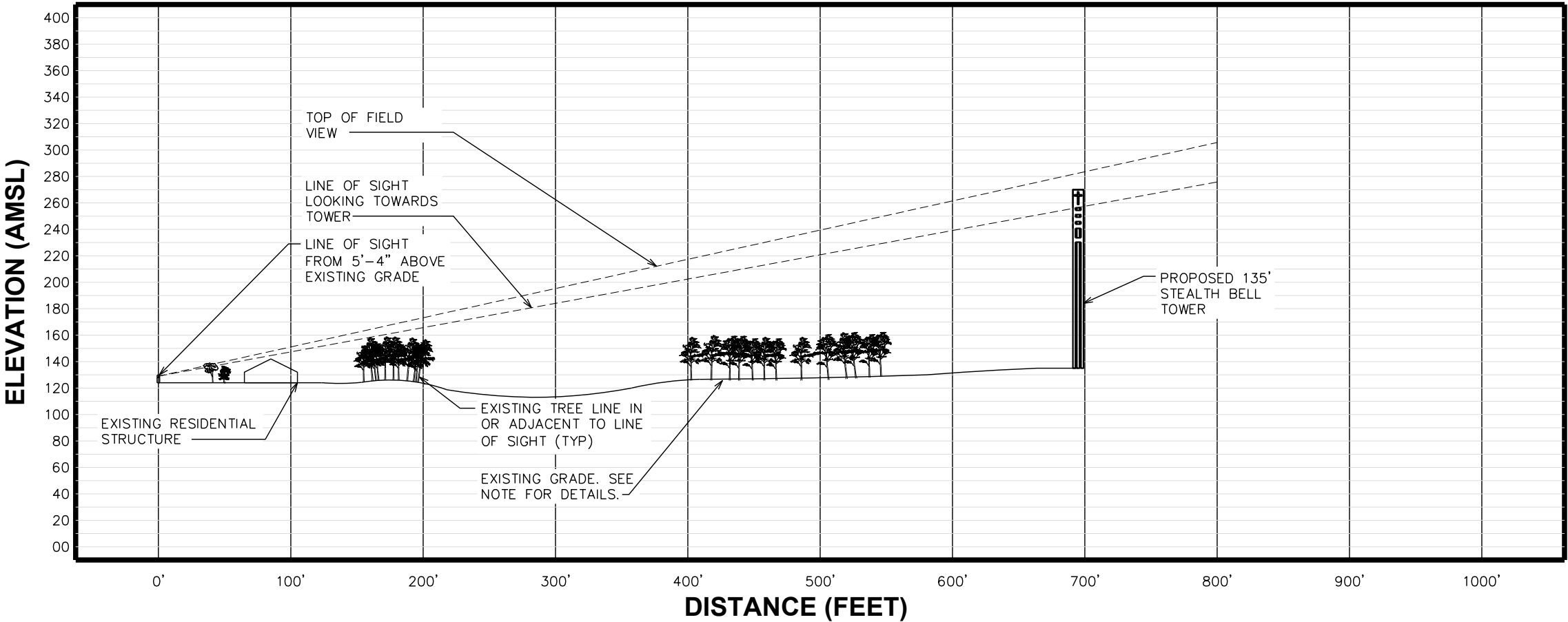
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2	09-23-22	EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: DAO CHECKED BY: TDS

SHEET TITLE:

**LINE OF SIGHT -
POSITION C**

SHEET NUMBER:	REVISION:
C-3A	3
TEP#: 307040.736982	

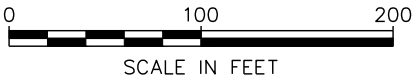


LEGEND

LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION C - BELL TOWER

SCALE: 1" = 100'



NOTE:
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VICINITY MAP

N.T.S.

PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

**SITE#: FL179
OCOOE OAKS UMC**

201 S. CLARKE ROAD
OCOOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

PLANS PREPARED BY:

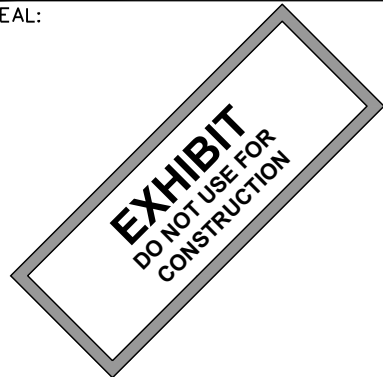
TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA # 31011

DIGITAL SEAL:

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SEAL:



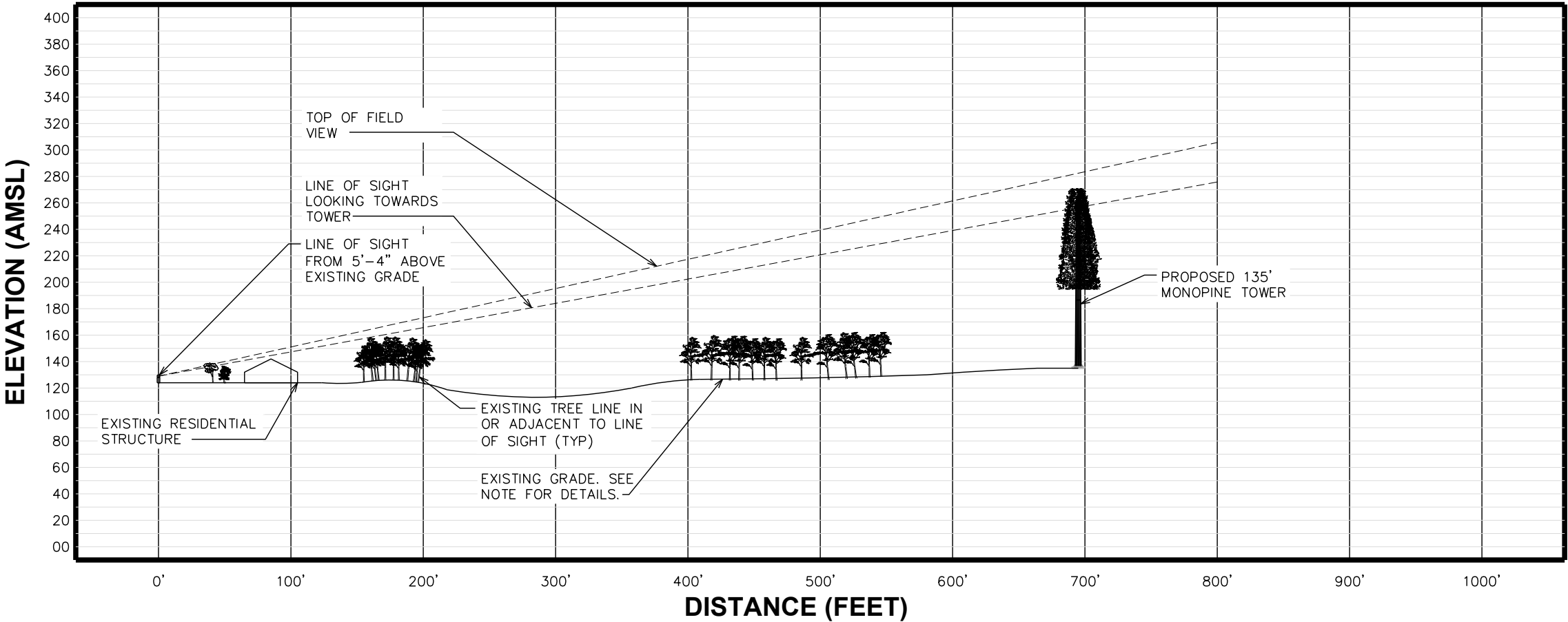
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2	09-23-22	EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: DAO CHECKED BY: TDS

SHEET TITLE:

**LINE OF SIGHT -
POSITION C**

SHEET NUMBER:	REVISION:
C-3B	3
TEP#: 307040.736982	

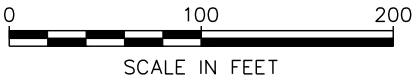


LEGEND

LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION C - MONOPINE

SCALE: 1" = 100'



NOTE:
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VICINITY MAP

N.T.S.

PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

**SITE#: FL179
OCOE OAKS UMC**

201 S. CLARKE ROAD
OCOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

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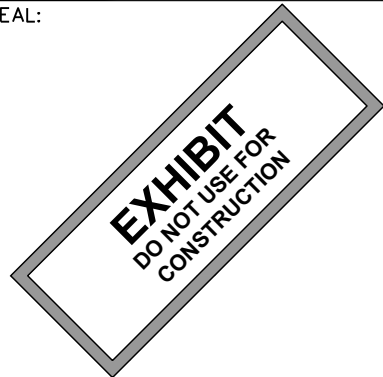
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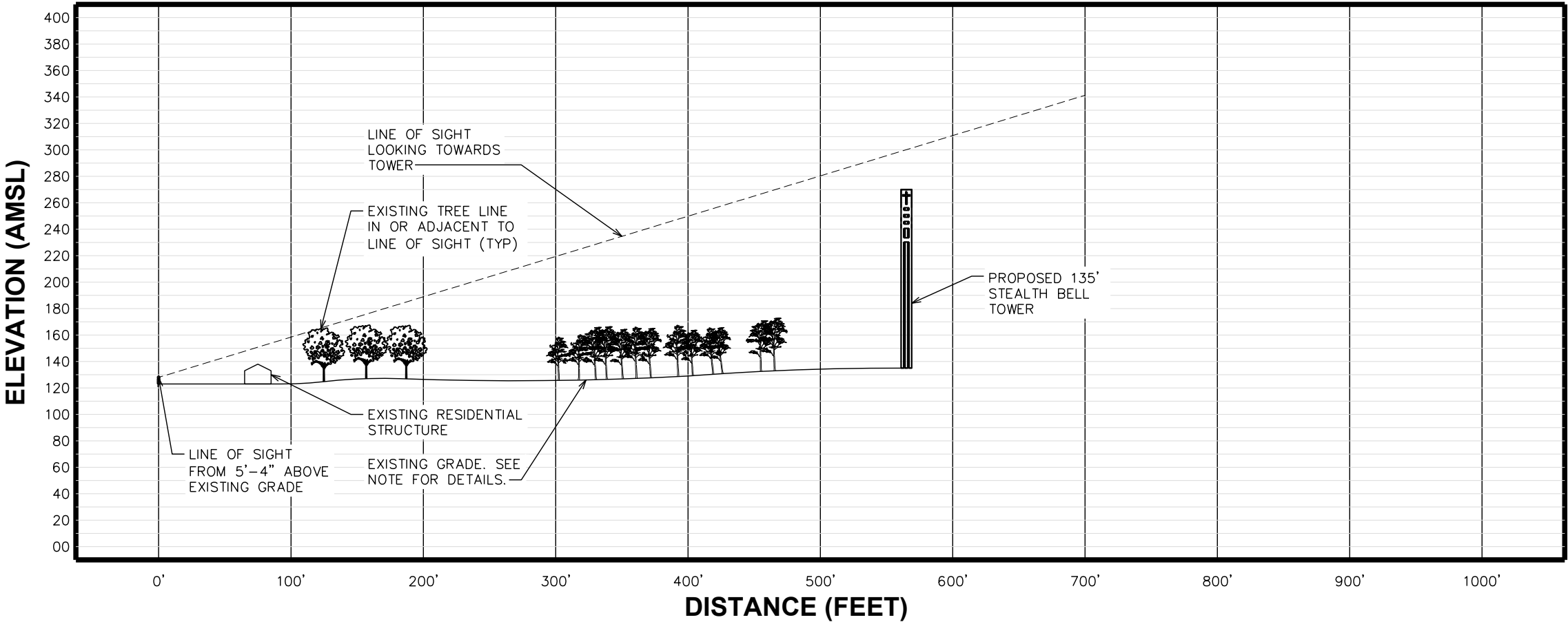
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2	09-23-22	EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: DAO CHECKED BY: TDS

SHEET TITLE:

**LINE OF SIGHT -
POSITION D**

SHEET NUMBER:	REVISION:
C-4A	3
TEP#: 307040.736982	

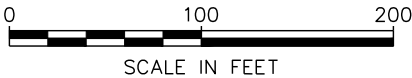


LEGEND

LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION D - BELL TOWER

SCALE: 1" = 100'



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VICINITY MAP

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PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

**SITE#: FL179
OCOOE OAKS UMC**

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OCOOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

PLANS PREPARED BY:

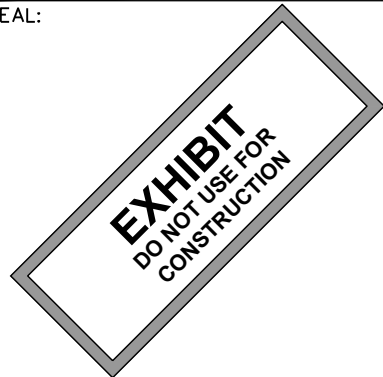
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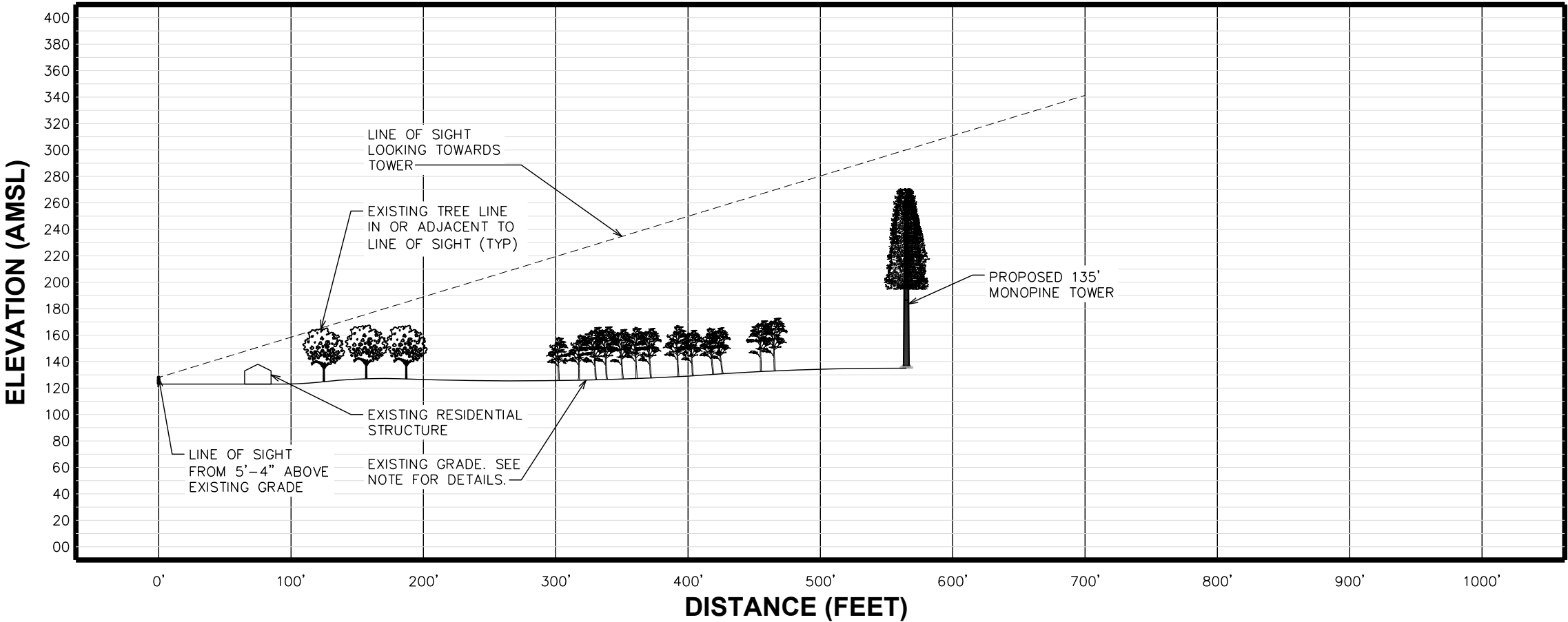
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REV	DATE	ISSUED FOR:

DRAWN BY: DAO CHECKED BY: TDS

SHEET TITLE:

**LINE OF SIGHT -
POSITION D**

SHEET NUMBER:	REVISION:
C-4B	3
TEP#: 307040.736982	

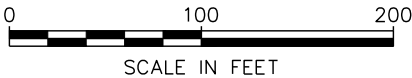


LEGEND

LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION D - MONOPINE

SCALE: 1" = 100'



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VICINITY MAP

N.T.S.

PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

**SITE#: FL179
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OCOE, FL 34761
(ORANGE COUNTY)
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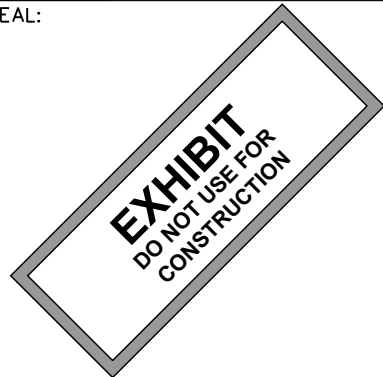
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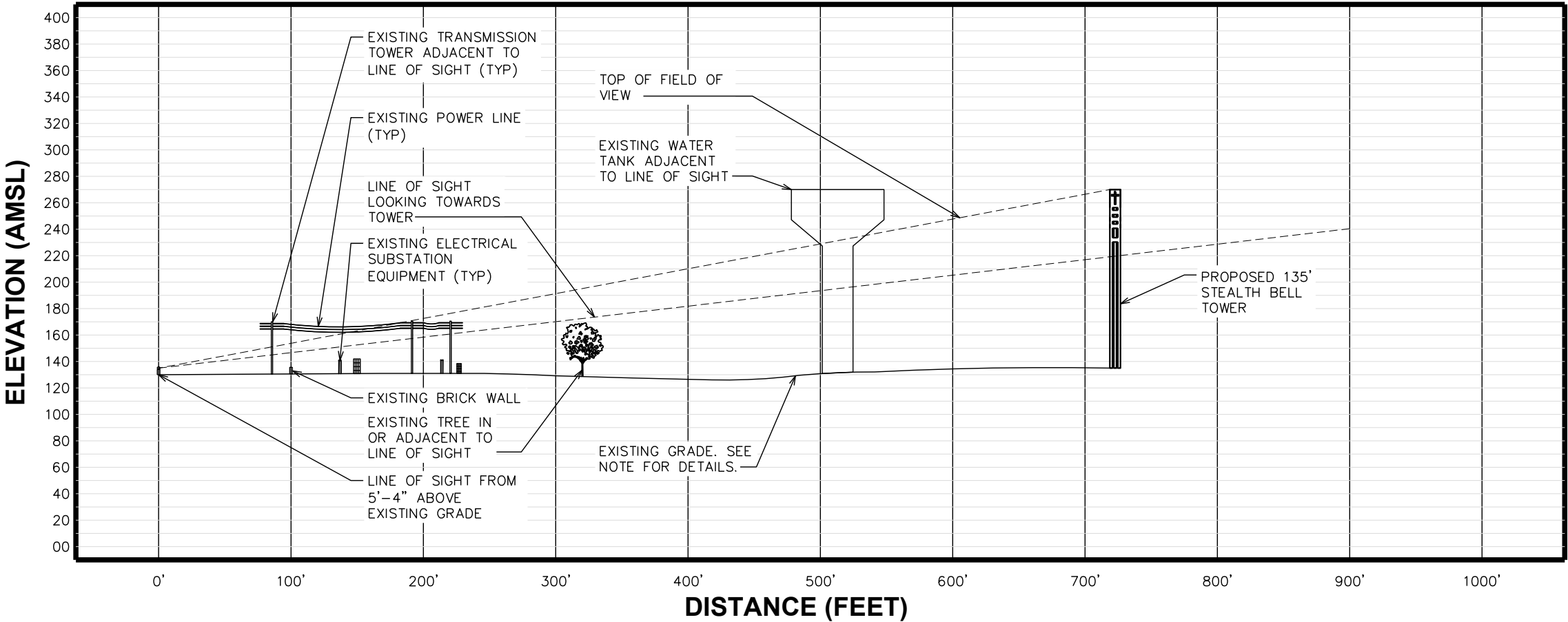
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DRAWN BY: DAO CHECKED BY: TDS

SHEET TITLE:

**LINE OF SIGHT -
POSITION E**

SHEET NUMBER:	REVISION:
C-5A	3
TEP#: 307040.736982	

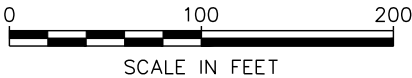


LEGEND

LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION E - BELL TOWER

SCALE: 1" = 100'



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VICINITY MAP

N.T.S.

PLANS PREPARED FOR:



802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

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OCOOE OAKS UMC

201 S. CLARKE ROAD
OCOOE, FL 34761
(ORANGE COUNTY)
PARCEL #: 21-22-28-0000-00-027

PLANS PREPARED BY:

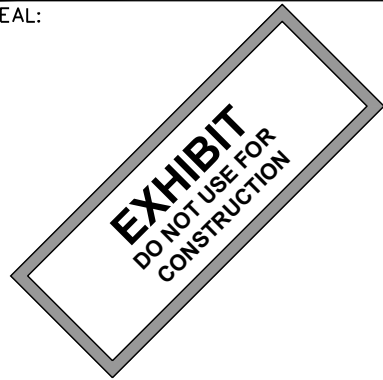
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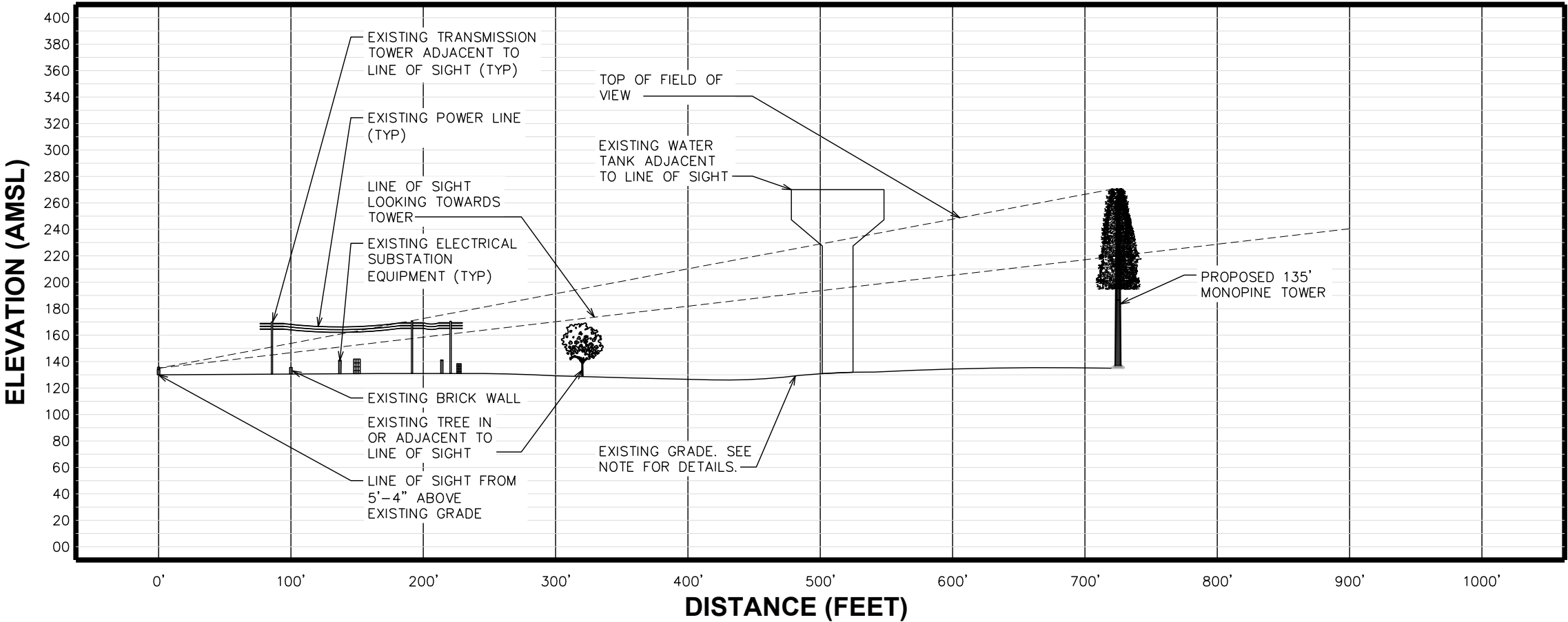
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LINE OF SIGHT -
POSITION E

SHEET NUMBER:	REVISION:
C-5B	3
TEP#:	307040.736982

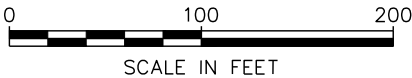


LEGEND

LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION E - MONOPINE

SCALE: 1" = 100'



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VICINITY MAP
N.T.S.

PLANS PREPARED FOR:



Diamond
Communications LLC

802 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

PROJECT INFORMATION:

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OCOOE OAKS UMC

201 S. CLARKE ROAD
OCOOE, FL 34761
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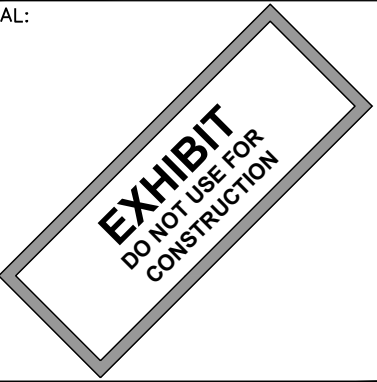


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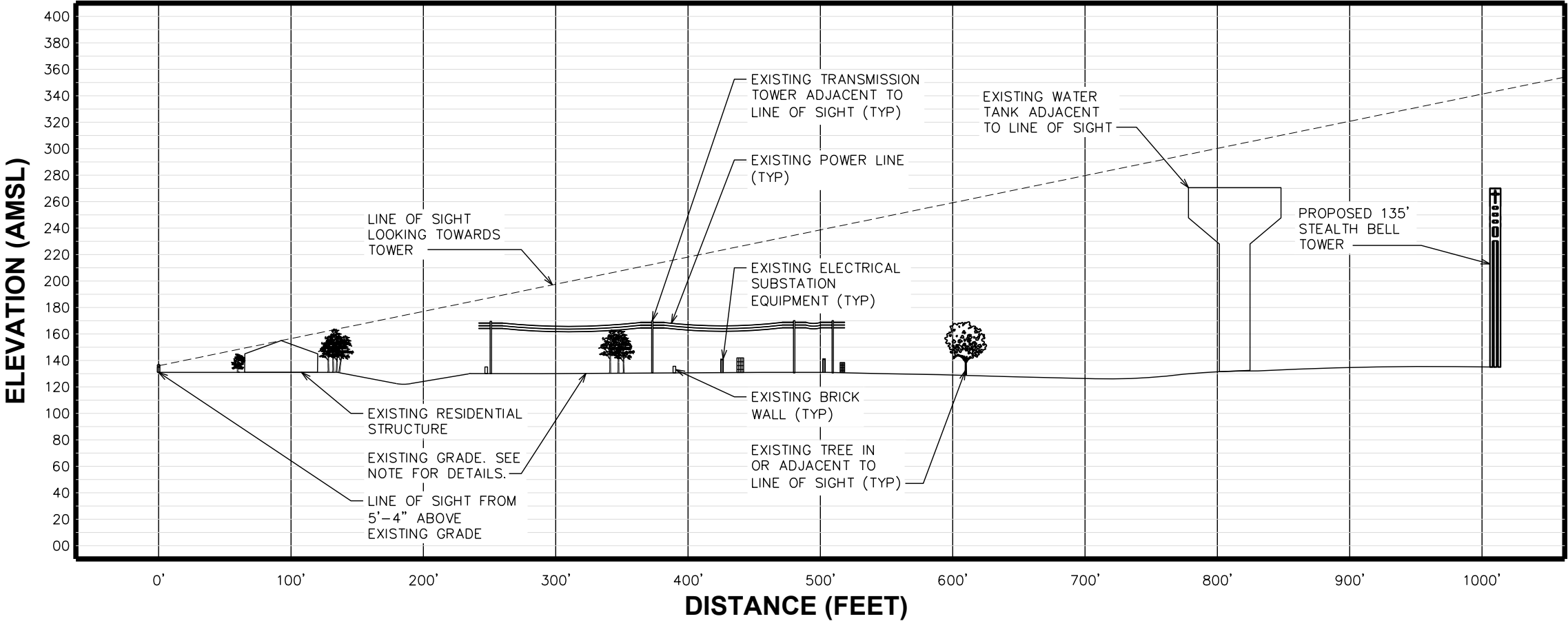
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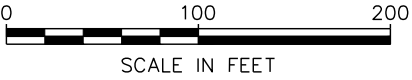
**LINE OF SIGHT -
POSITION F**

SHEET NUMBER:	REVISION:
C-6A	3
TEP#: 307040.736982	



LEGEND	
LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION F - BELL TOWER
SCALE: 1" = 100'



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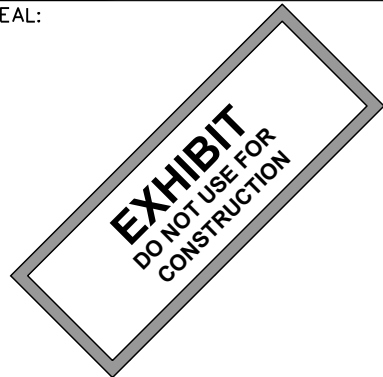
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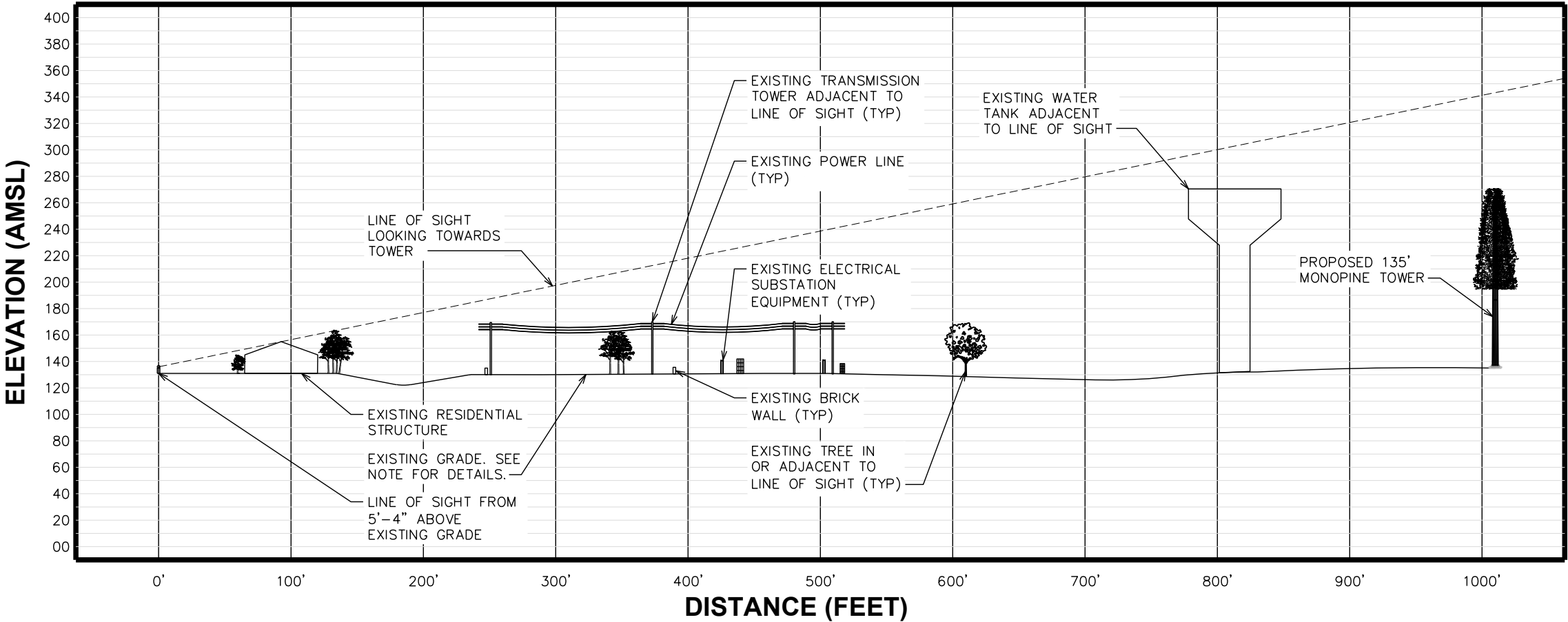
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REV	DATE	ISSUED FOR:

DRAWN BY: DAO CHECKED BY: TDS

SHEET TITLE:

LINE OF SIGHT -
POSITION F

SHEET NUMBER:	REVISION:
C-6B	3
TEP#:	307040.736982

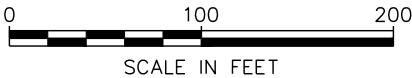


LEGEND

LINE OF SIGHT	----
EXISTING GRADE	_____

LINE OF SIGHT - POSITION F - MONOPINE

SCALE: 1" = 100'



COPY OF ADVERTISEMENT

Date Published and Media Name

Thursday, January 5, 2023 The West Orange Times 15B

Advertisement or Article

FIRST INSERTION

**CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER AN
APPLICATION FOR SPECIAL EXCEPTION
OCOEE OAKS UNITED METHODIST CHURCH
COMMUNICATIONS TOWER
201 SOUTH CLARKE ROAD
CASE NUMBER: 06-22-SE-029**

NOTICE IS HEREBY GIVEN, pursuant to Article IV, Section 4-8, and Article V, Section 5-19E(4), of the City of Ocoee Land Development Code, that on **TUESDAY, JANUARY 17, 2023**, 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 an application for a Special Exception for an Innovative Communications Tower facility use on a portion of certain property assigned parcel ID number 21-22-28-0000-00-027. The subject property contains approximately 12.58 acres and is located at 201 South Clarke Road, generally in the northeast corner of the South Clarke Road and White Road intersection. Pursuant to Section 5-19E(4) in Article V of the Land Development Code, a Special Exception approval is required for the development and construction of an Innovative Communications Tower in Facilities Area One. The applicant is requesting a Special Exception approval for the construction of a 135-foot Innovative Communications Tower to replace the 149-foot communications tower facility located atop the Orange County water tower that is located at 301 South Clarke Road. The proposed new communications facility is necessitated by the anticipated decommissioning of the County water tower.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

January 5, 2023

23-00154W

STAFF REPORT

Meeting Date: January 17, 2023
Item #: 21

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Appointment of Members to the Human Relations Diversity Board (HRDB). (City Clerk Sibbitt)

Background Summary:

The Human Relations Diversity Board was created by Resolution in 2003, and on December 6, 2022, the City Commission instructed staff to revise the Resolution and Bylaws. If the Resolution is approved, the membership will be structured as follows:

- The HRDB shall consist of no less than five (5) and no more than seven (7) voting members, and each City Commissioner shall appoint one (1) person from the Commissioner's district, and the Mayor shall appoint one (1) person from any district to be an HRDB member.
- Two (2) additional at-large voting members will be appointed by the City Commission and may be from any district, except that at no time shall both at-large members be from the same district.
- In order to stagger the terms of the members of the HRDB Board, members initially appointed from District 1 and 3 shall serve for an initial two (2) year term and members appointed from District 2 and 4, along with the member appointed by the Mayor, serve for an initial three (3) year term. After these initial terms, all members will then serve three (3) year terms.

To date, six (6) applications for serving on City Boards have been provided by interested residents, which are outlined below, and have been forwarded to their respective District Commissioner and the Mayor.

District	Applicant
1	Harry Singh
2	Jay Carr
3	Johnny Milien
4	Jason Mellen
	Jim Moyer
	Marcus Riggins

The City Clerk's Department has received no responses for consideration to appoint any of the interested applicants from the Mayor or City Commissioners. Additionally, no new applications have been submitted to the City Clerk's Department by the Elected Officials.

Issue:

Should the Honorable Mayor and City Commissioners appoint seven (7) board members to the HRDB?

Recommendations:

Staff recommends the Honorable Mayor appoint one (1) member from any district and each City Commissioner appoint one (1) member from their respective districts; and further, the City Commission as a whole appoint two (2) at-large voting members to the HRDB.

Attachments:

1. Application - Carr, Jay_District 2
2. Application - Mellen, Jason _District 4
3. Application - Milien, Johnny_District 3
4. Application - Moyer, Jim_District 4
5. Application - Riggins, Marcus_District 4
6. Application - Singh, Harry_District 1

Financial Impacts:

None

Type of Item: Regular



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccdl@ocoe.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Jay Carr E-mail Address jaycarr72@hotmail.com
 Home Address PO Box 616241 Orlando, FL 32861 (Public Records Exempt), Ocoee Resident
 Phone 407-234-8166 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 2

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Orlando Police Department Position Police Property Supervisor
 Business Address 1250 W. South St. Orlando, FL 32805

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☐	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☒	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☒ Yes ☐ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☒ No

Education: <u>Bachelor of Arts in Public Administration from the University of Central Florida</u> <u>Primary Leadership Development Course, US Army</u>
Experience: <u>Sub-Committee Chair for the HRDB Ocoee Remembers Event, 2022,</u> <u>Executive Board member, Evans Giving Back Alumni Org, Former Exec. Board</u> <u>member of Wake Up Mentoring, Chair of Julius July Perry Last Rites event 2020</u>
Special Knowledge or Skills: <u>Ability to organize community events, communicate and work</u> <u>with local, state, and federal elected officials. Worked with elected officials to get</u> <u>a portion of SR 438 designated as Julius "July" Perry Memorial Highway.</u>
Community/Civic Organizations & Involvement: <u>Operation Positive Direction, Jupiter Lodge #22</u> <u>Wake Up Mentoring, Toys for Tots, Evans Giving Back Alumni Org., Stop the Violence Walks</u>
Hobbies or Special Interests: <u>As a disabled veteran, I enjoy assisting other veterans in</u> <u>accessing their military benefits. Volunteer at multiple organizations</u>

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

- Race**
- ☒ African-American
 - ☐ Asian- American
 - ☐ Hispanic-American
 - ☐ Native American
 - ☐ Caucasian

- Gender**
- ☒ Male
 - ☐ Female

- Disability**
- ☒ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Joy Conn Date 12/13/2022



APPLICATION FOR SERVING ON CITY BOARDS

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All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Jason Mellen E-mail Address Jasonmellen74@gmail.com
Home Address 2137 New Victor Rd, Ocoee
Phone 817-913-7698 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 4

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work LDG Position Technical specialist
Business Address 495. n. keller ave, maitland

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☒ Yes ☐ No If yes, please describe P&Z
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☐	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☒	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☒ Yes ☐ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☐ No

Education: UNT criminal justice

Experience: have worked with the community and businesses and citizens for almost a decade in Ocoee, have sat on HRDB for one year

Special Knowledge or Skills: understand HRDB is not suppose to be an event planning board for 2 events only, also have special knowledge that the board is to serve human relations, including those with disabilities. and should be inclusive to all not just some.

Community/Civic Organizations & Involvement: Rum Runners JC, an inclusive club that caters to all cultures, sexual orientations and religions whom serve the community

Hobbies or Special Interests: city activist, jeeping, community

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

Race

- ☐ African-American
- ☐ Asian- American
- ☐ Hispanic-American
- ☐ Native American
- ☒ Caucasian

Gender

- ☒ Male
- ☐ Female

Disability

- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature jason mellen

Date 12/19/2022



APPLICATION FOR SERVING ON CITY BOARDS

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All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Johnny Milien E-mail Address JayMilien@gmail.com
 Home Address 249 Sagecrest Dr, Ocoee, FL 34761
 Phone 786-247-7714 City Resident at Least 6 Months? ☒ Yes [] No City District # 3

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Lockheed Martin Position Program Management
 Business Address 12957 S. Wadsworth Blvd, Littleton, CO 80125
 US Citizen? ☒ Yes [] No Registered Voter? ☒ Yes [] No City Employee? [] Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? [] Yes ☒ No If yes, please describe _____
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Not related to any city of Ocoee Employee/official.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☒ 2	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☐	Code Enforcement Board ¹	☒ 3	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☒ 1	Human Relations Diversity Board ²	☐	

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? [] Yes ☒ No

Have Attended at Least 1 Meeting of Requested Board(s)? [] Yes ☒ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? [] Yes ☒ No

Education:	<u>Bachelor of Science in Mechanical Engineering</u> <u>Master of Science in Mechatronics systems Engineering</u>
Experience:	<u>Team leadership, Project management,</u> <u>Personnel Development, Engineering</u>
Special Knowledge or Skills:	<u>Executive Presence, Emotional Intelligence</u> <u>Communication</u>
Community/Civic Organizations & Involvement:	
Hobbies or Special Interests:	<u>Music, Family</u>

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

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Race
☒ African-American
☐ Asian- American
☐ Hispanic-American
☐ Native American
☐ Caucasian

Gender
☒ Male
☐ Female

Disability
☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Shirley Date 12/09/2023



APPLICATION FOR SERVING ON CITY BOARDS

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All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Dr. James Michael Moyer, Sr. (Jim) E-mail Address jimmoyer1956@gmail.com

Home Address 1811 Southern Red Oak Court (Arden Park)

Phone 754 367 4174 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 4

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Retired Position _____

Business Address _____

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____

State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

	Citizen Advisory Council for Fire Dept. ²		Parks & Recreation Advisory Board ²
	Citizen Advisory Council for Police Dept. ²		Planning & Zoning Commission ¹
	Code Enforcement Board ¹		Personnel Board
	General Employees' Retirement Trust Fund Board of Trustees ¹		Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
X	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☐ Yes ☒ No **Previously resigned due to possible relocation that never happened**

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is there an attachment? [X] Yes [] No

Education: Doctorate of Education in Organizational Leadership, 2019; Masters in Business Administration, 2011; Certified Public Accountant (licensed in PA), 1986; Certified Internal Auditor, 1988

See attached addendum for more detail

Experience: Served five years on the Harrisburg, PA Human Relations Commission (1998-2003); Served on the Ocoee Human Relations Diversity Board (HRDB) for about 1 1/2 years before I tendered my written resignation because of my plans to move to Pennsylvania but my plans fell through. I have attended several HRDB meetings after resigning. **See attached addendum for more detail**

Special Knowledge or Skills: **See attached addendum for details**

Community/Civic Organizations & Involvement: Ocoee American Legion Post 109, West Orange Seniors

Hobbies or Special Interests: Meet new people and learn about their ancestry/country/culture; Ocoee volunteer; eat out at local Ocoee restaurants; swim; acupuncture; reiki

ACKNOWLEDGMENT (Check Below):

X I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.

X If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.

X I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.

I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

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☐ Asian- American
☐ Hispanic-American
☐ Native American
☒ Caucasian

Gender
☒ Male
☐ Female

Disability
☒ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Dr. James Michael Moyer, Sr.

Date December 16, 2022

Prefix: I recently became a *100%* totally and permanently disabled veteran which I was not when I previously served on this board. Therefore, I am submitting my application to this board not only as a member of the veteran community but also as a member of the disabled community.

Education: The final dissertation topic during my Doctorate of Education in Organizational Leadership program was Asian American stereotypes. This program including researching and writing the dissertation took me a total of seven years. During the first two years or more, however my research included both Hispanic American stereotypes and Asian American stereotypes because I intended to do a comparison. Unfortunately, I was informed that this type of comparative dissertation topic at my particular school was not allowable.

Experience: Being a diversity board I would think that the personal experience with diversity of the applicant would be the primary consideration. Therefore, I am presenting the city with an overview of my personal experiences with diversity.

Extent of Interaction

Extensive

Moderate

Limited

Cultures

Caucasian	X		
African American	X		
Asian American	X		
Hispanic American		X	
Native American			X

Religions

Christianity	X		
Muslim		X	
Buddhism			X
Taoism	X		
Hindi		X	
Judiasm			X
Baha'i			X

Special knowledge or skills: As an auditor and accountant by profession, I have been trained in objectivity and independence which is required, in my humble opinion, to have an inclusive mindset, embrace diversity and equality; and fulfill the mission of the Ocoee Human Relations Diversity Board.



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Name (please print) Marcus Riggins E-mail Address mriggins@gmail.com
Home Address 2781 Norway Maple Court, Ocoee, FL 34761
Phone 407-575-4093 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 4

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Millennium Tech Group Position Engineer
Business Address 4000 Desitination Pkwy, Orlando, FL 32819

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☐	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☒	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☐ Yes ☒ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☒ No

Education: B.S. Organizational Leadership Mountain State University, Beckley, WV

Experience: Past President of South West Orlando Jaycees, YMCA Acheiver, Channel 13 Neighborhood Hero recipient, Youth Mentor

Special Knowledge or Skills: _____

Community/Civic Organizations & Involvement: JAYCEES, MLK PLANNING COMMITTEE
Homeless Coalition

Hobbies or Special Interests: Golf, Reading,

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
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- ☒ African-American
- ☐ Asian- American
- ☐ Hispanic-American
- ☐ Native American
- ☐ Caucasian

Gender

- ☒ Male
- ☐ Female

Disability

- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Marcus Riggins

Date 01/06/23



APPLICATION FOR SERVING ON CITY BOARDS

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Name (please print) Harendra Singh E-mail Address Indianhorizon0674@yahoo.com
Home Address 2585 Azzurra Lane, Ocoee, FL, 34761
Phone 3216621887 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 1

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Indian Horizon of Florida .inc Position President
Business Address 2585 Azzurra Lane , Ocoee, FL 34761

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____

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Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☐	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☒	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☒ Yes ☐ No *was on Board 10 YRS AGO*

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☒ Yes ☐ No

Education: <u>college</u>
Experience: <u>President of a non profit organization for 20 yrs ,</u> <u>civic duties in Florid for 15 yrs + , MAchinist for 25 yrs</u> <u>see resume for more</u>
Special Knowledge or Skills: <u>community leadership and organization of cultural events</u> <u>in Orlandge county for 20 yrs</u>
Community/Civic Organizations & Involvement: <u>Asian American Festeration , Census , Citizenship m& making new American</u> <u>Promoting Voters registration</u>
Hobbies or Special Interests: <u>music, Cricket, and more</u>

ACKNOWLEDGMENT (Check Below):

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- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

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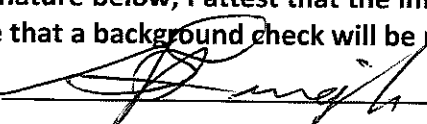
- Race**
- ☐ African-American
 - ☒ Asian- American
 - ☐ Hispanic-American
 - ☐ Native American
 - ☐ Caucasian

- Gender**
- ☒ Male
 - ☐ Female

- Disability**
- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature



Date

12/19/2022

Shadrix, Craig

From: Brinson,Larry
Sent: Monday, December 19, 2022 5:03 PM
To: Shadrix, Craig
Subject: FW: AGENDA ITEMS

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Brinson,Larry" <LBrinson@ocoee.org>
Date: 12/19/22 4:55 PM (GMT-05:00)
To: "Frank, Robert" <RFrank@ocoee.org>
Subject: RE: AGENDA ITEMS

I hoping to have the Commission provide Staff direction on the listed topics. With that said, how the items are annotated on the agenda, is up to the staff to determine

From: Frank, Robert <RFrank@ocoee.org>
Sent: Monday, December 19, 2022 8:44 AM
To: Brinson,Larry <LBrinson@ocoee.org>
Subject: RE: AGENDA ITEMS

To clarify, you would like an agenda item with your e-mail below attached for discussion by the entire commission?

From: Brinson,Larry <LBrinson@ocoee.org>
Sent: Friday, December 16, 2022 5:42 PM
To: Frank, Robert <RFrank@ocoee.org>; Shadrix, Craig <Craig.Shadrix@ocoee.org>
Cc: Roberts,Rebecca <RRoberts@ocoee.org>
Subject: AGENDA ITEMS

The Commission has had several discussions regarding planning, budgets and audits of an advisory board. The following should be items on the next agenda in January 2023

1. Due having trouble meeting quorum in order to conduct meetings of the Citizens Advisory Boards for Fire and Police, I would like it the item of:
 - Combining the Fire and Police Advisory Boards into one "Citizen Advisory Public Safety Board (CAPSB)"
 - Capping the number of members on the CAPSB to a number not to exceed 10
2. Review of all boards in the City for effectiveness, use of funds, and size. In order that we increase the efficacy of the boards by various means which includes considering reducing the number of members serving
3. Conducting an audit on boards (advisory or otherwise), all events, functions etc. which use taxpayer dollars are used to support, donate, endorse or where the City contributes monetarily in any way. Additionally, audit all

monies collected due to events, Including but not limited to, donations, transfers in/out of the City, expenditures, fundraising for any event where the City disburses or receives any monies et al.

4. In addition, conduct an outside operational audit of the City of Ocoee that is separate, more comprehensive and not the same as the reporting requirements to the State of Florida.

L.B. Brinson
Commissioner, District 1
City of Ocoee, Florida
lbrinson@ocoe.org