



**OCOEE CITY COMMISSION**

Ocoee Commission Chambers  
1 N. Bluford Avenue  
Ocoee, Florida

**April 16, 2024**

**AGENDA**

**6:15 PM**

**REGULAR CITY COMMISSION MEETING**

• **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• **PRESENTATIONS AND PROCLAMATIONS**

2024 National Donate Life Month Proclamation

2024 Volunteer Appreciation Week Proclamation

Presentation of the Auditor's Report on the FY2023 ACFR

• **STAFF REPORTS AND AGENDA REVIEW**

• **PUBLIC COMMENTS**

• **CONSENT AGENDA**

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

1. Approval of Minutes from the Regular City Commission Meeting held April 2, 2024. **(City Clerk Sibbitt)**
2. Approval to Appoint the Mayor Pro Tem. **(City Clerk Sibbitt)**
3. Approval of New Appointment to the Citizen Advisory Council for Ocoee Police Department (CACOPD). **(City Clerk Sibbitt)**
4. Approval of Second Amendment to the Development Agreement for the Regency at Ocoee. **(Development Services Director Rumer)**
5. Approval of Assignment and Renewal of ARPA Consulting Contract. **(Finance Director Roberts)**
6. Approval of Memorandum of Agreement For Participating Orlando/Orange Urban Area Security Initiative Agencies. **(Acting Police Chief Ogburn)**
7. Approval to Award Invitation to Bid (ITB) #24-005 Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project. **(Procurement Manager Tolbert)**
8. Approval to Exchange/Trade Unused Mower Attachment. **(Public Works Director Krug)**
9. Approval of Purchase Agreement for Right-of-Way Acquisition. **(Public Works Director Krug)**

10. Approval of Term Contract for Motor Fuel - Tank Wagon Deliveries. **(Public Works Director Krug)**
11. Approval of Howard Meadows Large Scale Final Subdivision Plan; Project No. LS-2023-009. **(Zoning Manager Whitfield)**

• **FIRST READING OF ORDINANCE**

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

12. Second Reading of Ordinance Amending the City of Ocoee Municipal General Employees' Retirement Trust Fund. **(Municipal Pension Board Chair Cowan)**
13. Second Reading of Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling) to PUD (Planned Unit Development District); Project No. RZ-23-02-02. **(Zoning Manager Whitfield)**

• **PUBLIC HEARING**

• **REGULAR AGENDA**

14. Approval of Commission Liaisons to Various Boards. **(City Clerk Sibbitt)**
15. School Zone Speed Enforcement Camera Program. **(Acting Police Chief Ogburn)**
16. Discussion and Direction regarding Golf Carts and Low-Speed Vehicle use within the City of Ocoee. **(Assistant City Manager Shadrix)**

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

**Notice:** In accordance with Florida Statutes 286.0105: Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. Also, in accordance with Florida Statute 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact the office of the City Clerk, 1 N. Bluford Avenue, Ocoee, FL 34761, (407) 905 -3105 48 hours in advance of the meeting.





## Proclamation

- WHEREAS:** One of the most meaningful gifts that a human being can bestow upon another is the gift of life; and
- WHEREAS:** Over 103,000 men, women and children are currently on the national waiting list for organ transplantation, of which over 5,200 reside in Florida; and
- WHEREAS:** 46,630, a record number of transplants, occurred in the calendar year 2023 thanks to the generosity of 23,287 deceased and living donors, of which 3,302 transplant patients and 1,343 deceased and living donors were from Florida; and
- WHEREAS:** More than 2.5 million people throughout the country and in Florida benefit annually from tissue transplantation thanks to thousands of tissue donors; and
- WHEREAS:** the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ transplant every 8 minutes and each day roughly 17 people die due to the lack of available organs; and
- WHEREAS:** More than 11.3 million Floridians have already registered their decision to give the Gift of Life through organ and tissue donation or on their driver license; and

**NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF OCOEE does hereby declare the month of April 2024 as**

### **NATIONAL DONATE LIFE MONTH**

in the City of Ocoee and encourage all residents to consider giving life through organ donation and to sign up on Florida's organ and tissue donor registry or when renewing their driver license or state identification card. This year's theme is "Donors are SuperStars."

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 16<sup>th</sup> day of April, 2024.*

*Rusty Johnson, Mayor*



## Proclamation

- WHEREAS,** the week of April 21-27, 2024 has been designated nationally as Volunteer Appreciation Week to recognize the hard work, dedication, and passion of volunteers and service members throughout our community; and
- WHEREAS,** this week is an opportunity to honor the numerous individuals and groups who invest their time to better the community around them; and
- WHEREAS,** the City of Ocoee is proud to have nine Volunteer Advisory boards, which promote and maintain a positive relationship between citizens, the Commission, and the City's respective departments; and
- WHEREAS,** the city's 58 volunteers contribute their time and diligence to keep these positive connections; and
- WHEREAS,** all citizens of the City of Ocoee community benefit from the work of these selfless individuals; and
- WHEREAS,** the City of Ocoee holds great appreciation for their continued dedication and hard work.

**NOW, THEREFORE, THE COMMISSION OF THE CITY OF OCOEE,** does hereby proclaim the week of April 21-27, 2024 as

## Volunteer Appreciation Week

in the City of Ocoee and encourage all officials and residents to extend appreciation to the many volunteers who serve our community.

*IN WITNESS WHEREOF, I have hereunto set my hand  
and caused the Seal of the City of Ocoee, Florida to be  
affixed this 16<sup>th</sup> day of April, 2024.*

*Rusty Johnson, Mayor*

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

**April 2, 2024**

**MINUTES**

**6:15 PM**

**REGULAR CITY COMMISSION MEETING**

• **SWEARING IN CEREMONY OF DISTRICT 4 COMMISSIONER - 6:00 PM**

• **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 **Ages Hart**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Firstner**. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

**Absent:** Commissioner Kennedy

**Also Present:** City Manager Frank, City Attorney Geller, City Clerk Sibbitt

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

2024 Arbor Day proclaimed by **Mayor Johnson**.

2024 Water Conservation Month proclaimed by **Mayor Johnson**.

• **STAFF REPORTS AND AGENDA REVIEW - None**

• **PUBLIC COMMENTS 6:17 PM**

The following persons addressed the City Commission:

- **Yan Lu**, *Asian American Heritage Council of Central Florida (AAHC)*, presented a PowerPoint outlining their mission and many accomplishments. She concluded by requesting a waiver of the rental fees for the Lakeshore Center and Bill Breeze Park to host the 2024 AAHC Asian Cultural Festival. She addressed questions from the City Commission and City Manager related to the event date, attendance count, and liability insurance.

**Motion: Move to waive the Lakeshore Center and Bill Breeze Park rental fees to host the 2024 AAHC Asian Cultural Festival; Moved by Commissioner Firstner, seconded by Commissioner Wilsen. Motion carried 4-0 with Commissioner Kennedy absent.**

- **Jonathan Blount**, stated that Essence Magazine will be celebrating their 54<sup>th</sup> Anniversary next month, and expressed his congratulations to Commissioner Oliver on his victory in the last election. He also shared a brief story on a sign that was said to be located in Ocoee many years ago.

- **Patti LeRoy**, *Ocoee Resident*, expressed that there should be a different form of memorializing Ocoee's veterans. She asked for consideration by the City Commission on placing memorial bricks around the walkway, in front of the Veteran's Memorial, instead of benches. She also suggested that it be open to any Veteran and not just Ocoee residents. **Consensus of the City Commission was for Parks and Recreation Director Johnson to look into this.**

- **Steven Lewis**, *President and CEO of the West Orange Chamber of Commerce*, expressed his thanks to the City and the City Commission for the support with their signature event, Best Fest, which was held on March 28, 2024.
- **Jim Moyer**, *Ocoee Resident*, spoke on various items, including expressing thanks to former Commissioner Ages Hart for serving as the Interim District 4 commissioner, and welcoming Commissioner Oliver back to the dais. He also asked the City to work with the County to put a roundabout in front of Arden Park on Clarcona Ocoee Road and lastly, stated that April is Arab American Heritage Month.
- **Eli Salhab**, *Ocoee Resident*, stated that there are holes on the basketball court at Coventry Park and inquired what can be done to upgrade the park and the courts.

• **CONSENT AGENDA 6:41 PM**

**Consent Agenda Motion**

**Commissioner Oliver, seconded by Commissioner Firstner, moved to discuss Item #8.**

**Commissioner Oliver** shared an issue with a sign placed at Vandergrift Central Park and inquired if it could be raised for better viewing of the rules and regulations. **Consensus of the City Commission was to have Parks and Recreation Director Johnson look into his request, and raise the sign.**

**Motion: Move to adopt the Consent Agenda Item #1-9; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 4-0 with Commissioner Kennedy absent.**

1. Approval of Minutes from the Regular City Commission Meeting held March 5, 2024. **(City Clerk Sibbitt)**
2. Approval to Submit Application to the Fire Prevention and Safety Grant Program for the Purchase of Fire Safety Education Equipment. **(Deputy Fire Chief Van Camp)**
3. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Lake Lilly Apartments Private Access Road (Public Right of Way Portion). **(Development Engineer Keaton)**
4. Approval of a Performance Surety and Agreement for Ocoee Village Center Offsite Potable-Reclaim Cross Connection. **(Development Engineer Keaton)**
5. Approval for the Award of the Master Developer for Downtown Ocoee. **(Development Services Director Rumer)**
6. Approval of the Collateral Assignment of the Escrow and License Agreement and Collateral Assignment of Development Agreement and Transportation Impact Fee Agreement for Ocoee Crown Point Mixed Use Project. **(Development Services Director Rumer)**

7. Authorization to Proceed with a Final Contract with Fortress Secured LLC for the Construction of a New Fire Station #38. **(Finance Director Roberts)**
8. Approval to Piggyback Omnia's Contract for the Vandergrift Central Park Playground Project. **(Parks and Recreation Director Johnson)**
9. Approval of the Diversity Drives Ocoee Speaker Series as Requested by the Human Relations Diversity Board (HRDB). **(Support Services Director Gaines)**

• **FIRST READING OF ORDINANCE 6:45 PM**

10. First Reading of Ordinance Amending the City of Ocoee Municipal General Employees' Retirement Trust Fund. **(Municipal Pension Board Chair Cowan)**

**City Attorney Geller** read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on April 16, 2024, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:47 PM**

11. Second Reading of Ordinance for 474 S. Bluford Avenue Townhomes - Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low-Density Residential (LDR) to Medium Density Residential (MDR) & Rezoning from R-1AA to PUD; Project No(s). CPA-2022-005 & RZ-22-12-45. **(Zoning Manager Whitfield)**

**Zoning Manager Whitfield** presented a brief overview of the subject property. The property is located on the east side of South Bluford Avenue, beginning approximately 235 feet north of East Orlando Avenue and is within the Downtown Redevelopment Area. She explained the intent of the overlay and how this project would meet the plan to incorporate various forms of residential uses into the downtown. She further explained the proposed changes in zoning and future land use, and summarized changes to the current proposal compared to those presented in February 2023.

**City Attorney Geller** read the titles of the ordinances.

*The public hearing was opened.*

**Judy Black, Representative for the Applicant**, addressed concerns that she had heard from neighboring residents about the density, height, lighting, and noise.

The following person(s) addressed the City Commission:

- **Dan Bright, 601 S. Lakewood Avenue**, voiced his concerns about the project related to: 1) tree canopies and green space, 2) addition of sidewalks, 3) traffic plans, and 4) a design that compliments existing homes on Bluford Avenue.

*The public hearing was closed.*

**Commissioner Firstner** inquired if all staff comments have been met. **Zoning Manager Whitfield** answered in the affirmative. **Commissioner Wilsen** shared she is not in favor of the project based on concerns heard from her district residents. **Commissioner Oliver** inquired about the utility issues. **Zoning Manager Whitfield** addressed his question.

**Motion: Move to adopt the Small-Scale Comprehensive Plan Future Land Use Amendment for 474 S Bluford Avenue, CPA-2022-005, subject to staff's recommendation; moved by Commissioner Firstner, seconded by Commissioner Oliver; Motion failed 2-2 with Mayor Johnson and Commissioner Wilsen opposing; and Commissioner Kennedy absent.**

No motion was made to adopt the Rezoning from R-1AA (Single-Family Dwelling District) to PUD (Planned Unit Development District) for 474 S Bluford Avenue, assigned parcel ID number 17-22-28-6144-04-361 (RZ-22-12-45), due to the failed motion on the Small-Scale Comprehensive Plan Land Use Amendment.

12. Second Reading of Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling) to PUD (Planned Unit Development District; Project No.RZ-23-02-02. THIS ITEM IS BEING CONTINUED TO THE APRIL 16TH REGULAR CITY COMMISSION MEETING. (**Zoning Manager Whitfield**)

**City Attorney Geller** announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on April 16, 2024, at 6:15 PM or soon thereafter.

13. Second Reading of Ordinance Implementing Live Local Act. THIS ITEM IS BEING POSTPONED TO A FUTURE DATE TO BE DETERMINED. (**Zoning Manager Whitfield**)

**City Attorney Geller** explained that due to additional provisions in the Live Local Act that were approved by the legislature in late February, this item is being postponed to a future date to be determined.

• **PUBLIC HEARING** - None

• **REGULAR AGENDA 6:46 PM**

14. Discussion and Direction regarding Golf Carts and Low-Speed Vehicle use within the City of Ocoee. (**Assistant City Manager Shadrix**)

***This item was moved out of Agenda order and heard before Second Reading – Public Hearing.***

**Assistant City Manager Shadrix** asked for this item to be continued to a later date to allow Commissioner Kennedy to be present, as this was being brought before the City Commission at his request.

• **COMMENTS FROM COMMISSIONERS 7:17 PM**

**Commissioner Oliver – Commented on the following:**

- 1) Thanked everyone for the support during the election and shared he will be open to others' ideas in the interest of moving the City forward.
- 2) Announced different adult sports leagues and programs that are available within the city, and provided the contact information to the Parks and Recreation Department.

**Commissioner Firstner – Commented on the following:**

- 1) Announced the Ocoee Music Festival and the Fire Station Open House dates and time.
- 2) Announced Autism Awareness Month and stated that Jonathan's Landing, in Orlando, provides support and resources to young autistic adults.

**Commissioner Wilsen – Commented on the following:**

- 1) Announced the Shred It Event date and time and provided details on the event.
- 2) Kudos to the Parks and Recreation Department for the wonderful Eggstravaganza event.
- 3) Asked for support from the City Commission to unify the zip code changes they proposed several years ago. Discussion ensued on what occurred with their past request. **Consensus of the City Commission was to have staff move forward on this request.**

**Mayor Johnson – Commented on the following:**

- 1) Announced that Ocoee Music Fest is next week.
- 2) Announced the addition of Pickleball Courts which is also a program available for adults.
- 3) Commented on several topics to include his voter turnout during the last election, backlash shared throughout the election, and addressed the comment about a rumored sign.

• **ADJOURNMENT 7:33 PM**

**APPROVED:**

**Attest:**

**City of Ocoee**

---

**Melanie Sibbitt, City Clerk**

---

**Rusty Johnson, Mayor**



**STAFF REPORT**

Meeting Date: April 16, 2024  
Item #: 2

Contact Name: Melanie Sibbitt  
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt  
City Manager: Robert Frank

**Subject: Approval to Appoint the Mayor Pro Tem. (City Clerk Sibbitt)**

**Background Summary:**

Section C-9 of the Ocoee City Charter states: ... *"The Mayor pro tem shall be elected from among the Commissioners by the City Commission but shall continue to represent the district in which such Commissioner resides. The Mayor pro tem shall be elected at the first City Commission meeting following the swearing in of the candidates elected at each general city election ... and shall serve as Mayor pro tem until the successor is elected."*

On March 20, 2007, the City Commission established a policy to annually select the Mayor pro tem, even during non-election years. Then, on April 6, 2021, the City Commission agreed to rotate the Mayor pro tem annually based on districts. For the 2023-2024 term, the District 4 Commissioner would have been eligible for the Mayor pro tem position, but the District 4 seat was vacant. Consequently, Commissioner Wilsen from District 2 was selected to assume the role of Mayor pro tem. Therefore, if the City Commission maintains its previous consensus, the District 1 Commissioner will be considered for the Mayor pro tem position for the 2024-2025 term.

**Issue:**

Should the Honorable Mayor and City Commissioners elect Commissioner Kennedy (District 1) as Mayor pro tem in accordance with City Charter Section C-9 and Commission Policy?

**Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners elect Commissioner Kennedy (District 1) as Mayor pro tem for the 2024-2025 term in accordance with City Charter Section C-9 and Commission Policy.

**Attachments:**

None

**Financial Impacts:**

None

**Type of Item:** Consent





Meeting Date: April 16, 2024  
Item #: 3

Contact Name: Melanie Sibbitt  
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt  
City Manager: Robert Frank

**Subject: Approval of 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. At present, the board consists of eight (8) members following the resignation of former Member Cory Garone in February for missing three consecutive meetings. In accordance with the Board's Bylaws, which were enacted by the Ocoee City Commission, this number of unexcused absences must be seen as resignation from the Board: "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 CACOPD" (Article 3.5).

During the Regular City Commission Meeting held on March 5, 2024, while discussing the reappointment of members to the CACOPD, Commissioner Firstner was asked to find a resident from District 3 to fill the vacant seat, ensuring equitable representation across all districts on the board. Subsequently, on March 18, 2024, Mr. Garone contacted the City Clerk expressing his interest in rejoining the CACOPD, citing his availability to commit to the board. After speaking with Commissioner Firstner he shared his support for the application submitted by Cory Garone from District 3, for a term ending January 2027.

**Issue:**

Should the Honorable Mayor and City Commissioners appoint Mr. Garone to serve a three-year term ending January 2027?

**Recommendations:**

Staff respectfully recommends that the Honorable Mayor and City Commissioners consider appointing Mr. Garone for a three-year term ending January 2027.

**Attachments:**

1. Board List
2. Application
3. Cory Garone Resume

**Financial Impacts:**

None

**Type of Item:** Consent

## CITIZEN ADVISORY COUNCIL FOR OCOEE POLICE DEPARTMENT

*Created by Res. #88-06 on 2/16/1988 (amended by Res. #91-09, 92-07, 96-20, 2003-19, 2006-006, 2010-006 & 2022-02)*

*Members are appointed for three-year terms.*

**(9-member board)**

**(50% plus one constitutes a quorum)**

| Member                    | District | Email                                                                                                                                          | Term Expires |
|---------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 1. Brad Lomneck           | 2        | <a href="mailto:blomneck1@gmail.com">blomneck1@gmail.com</a>                                                                                   | 1/2026       |
| 2. Warren Lewis           | 1        | <a href="mailto:walewis051515@gmail.com">walewis051515@gmail.com</a>                                                                           | 1/2026       |
| 3. Darryl Braunskill, Sr. | 4        | <a href="mailto:dbraunskill45@gmail.com">dbraunskill45@gmail.com</a>                                                                           | 1/2025       |
| 4. Annette Brown          | 2        | <a href="mailto:annettebrown.ocoee@yahoo.com">annettebrown.ocoee@yahoo.com</a>                                                                 | 1/2025       |
| 5. Gregory Meeks          | 1        | <a href="mailto:gmeeks74@gmail.com">gmeeks74@gmail.com</a><br><a href="mailto:gregory.meeks@24-7intouch.com">gregory.meeks@24-7intouch.com</a> | 1/2027       |
| 6. Jim Moyer              | 4        | <a href="mailto:jimmoyer1956@gmail.com">jimmoyer1956@gmail.com</a>                                                                             | 1/2025       |
| 7. Jason Mellen           | 4        | <a href="mailto:jasonmellen74@gmail.com">jasonmellen74@gmail.com</a>                                                                           | 1/2026       |
| 8. Robert Garay           | 4        | <a href="mailto:robert.j.garay@gmail.com">robert.j.garay@gmail.com</a>                                                                         | 1/2026       |
| 9. Vacant                 |          |                                                                                                                                                | 1/2027       |

| Commission Liaison                  | District | Phone Number | Email                                                          |
|-------------------------------------|----------|--------------|----------------------------------------------------------------|
| Commissioner Kennedy                | 1        | 407-554-7130 | <a href="mailto:skennedy@ocoee.org">skennedy@ocoee.org</a>     |
| Staff Liaisons                      |          | Phone Number | Email                                                          |
| Vincent Ogburn, Acting Police Chief |          | 407-554-7223 | <a href="mailto:vogburn@ocoee.org">vogburn@ocoee.org</a>       |
| Kurtis Beck, Sergeant               |          | 407-554-7074 | <a href="mailto:kbeck@ocoee.org">kbeck@ocoee.org</a>           |
| Andrea Sanders, Officer (Backup)    |          | 407-554-7204 | <a href="mailto:asanders@ocoee.org">asanders@ocoee.org</a>     |
| Recording Clerk                     |          | Phone Number | Email                                                          |
| Yazmin Maldonado                    |          | 407-554-7188 | <a href="mailto:ymaldonado@ocoee.org">ymaldonado@ocoee.org</a> |



## 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](mailto: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) Cory Garone E-mail Address cory.garone@gmail.com

Home Address [REDACTED] [REDACTED] [REDACTED] (annexed in the city)

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 Associate Director, Compliance Operations

Business Address Remote

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.

|                                     |                                                                         |                          |                                                                                         |
|-------------------------------------|-------------------------------------------------------------------------|--------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | Citizen Advisory Council for Fire Dept. <sup>2</sup>                    | <input type="checkbox"/> | Parks & Recreation Advisory Board <sup>2</sup>                                          |
| <input checked="" type="checkbox"/> | Citizen Advisory Council for Police Dept. <sup>2</sup>                  | <input type="checkbox"/> | Planning & Zoning Commission <sup>1</sup>                                               |
| <input type="checkbox"/>            | Code Enforcement Board <sup>1</sup>                                     | <input type="checkbox"/> | Personnel Board                                                                         |
| <input type="checkbox"/>            | General Employees' Retirement Trust Fund Board of Trustees <sup>1</sup> | <input type="checkbox"/> | Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees <sup>1</sup> |
| <input type="checkbox"/>            | Human Relations Diversity Board <sup>2</sup>                            |                          |                                                                                         |

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

<sup>2</sup> 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: Juris Doctor - Barry University School of Law

Experience: over 5 years in law enforcement and over 10 years in regulatory and legal compliance

Special Knowledge or Skills: intricate law enforcement and legal knowledge and experience

Community/Civic Organizations & Involvement: served over 7 years on the CACOPD and chaired the board from 2018-2023

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.
- ☒ 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 \_\_\_\_\_

Date 3/18/2024

# Cory Garone

[cory.garone@gmail.com](mailto:cory.garone@gmail.com) · Orlando, FL (Remote) · [REDACTED] · [linkedin.com/in/corygarone](https://www.linkedin.com/in/corygarone)

## Career Summary

Accomplished Fintech leader with a robust background in risk management and compliance. Leveraging a deep understanding of legal and regulatory frameworks, excelled in developing and implementing effective solutions. Demonstrated success navigating complex landscapes and strictly adhering to requirements. Thrived in dynamic, fast-paced environments, bringing agility, adaptability, and leadership skills to the table, with expertise in contract development/negotiation and regulatory research. Track record of interactions with regulatory bodies (CFPB, FDIC, FTC, FCC, and NYDFS) highlight my commitment to industry standards. Experienced in remote team management and well versed in data breach and privacy laws (GLBA, CCPA, GDPR). As a collaborative partner to C-Suite executives, addressed day-to-day operational matters with strategic insight. Adept in creating and implementing effective solutions, I am poised to make a meaningful impact on your team, ensuring seamless compliance and risk management in an ever-evolving business landscape.

## Key Accomplishments

- Led a cross-functional Issue Management project which integrated 2 antiquated practices into 1 modernized and more efficient process. This also included authoring new procedures and updating policies (included engineering, compliance, and Atlas teams).
- Spearheaded the successful and timely integration of compliance training and HR software which streamlined onboarding, offboarding, and training initiatives.
- Produced all new monthly and quarterly reporting for 4 complex compliance functions which provided deeper insights for company leadership.
- Created and directed 9/11 20<sup>th</sup> Memorial Event (2021), including police and fire departments as well as the public.

## Leadership

- Oversee 4 complex functions for the Compliance and Risk Department
- Consistently engage employees and managers through training, mentoring, and coaching
- Led teams of up to 40 people, achieving a 32% increase in daily production and quality surpassing monthly business goals (in-person and remotely)
- Chairperson of the Ocoee Police Department's Citizen advisory board (2018-2023)
- Member of high-potential programs working with senior leadership as a mentee of the SVP of Marketing, Public Relations, and Client Services. Was chosen through a rigorous assessment process.

## Experience

### **Associate Director, Compliance Operations**

Upstart

2022 – Present

Publicly traded Fintech providing AI lending platform across the United States that partners with banks and credit unions to deliver consumer loans using non-traditional variables, such as education and employment, to predict creditworthiness.

- Oversight of 4 critical compliance functions (Operations QA, Issue Management, Complaints Program, and Compliance Training).
  - This includes guiding a team of managers and leaders as well as other employees across multiple levels.
- Provided subject matter expertise to the product, growth (marketing), and operations teams with respect to compliance policies, procedures, and issue resolution.
- Regularly issue recommendations to senior leaders on compliance issues and reported progress.
- Employee engagement and development:
  - Conduct regular training (live, pre-recorded, and webinar formats) as well as mentoring and coaching (in-person and online)
- Directed cross-functional projects:

- Issue Management - integrating two practices into a streamlined process, resulting in a 25%-time savings and
- Combination of compliance and HR software which resulted in a 15%-time savings.

### **Mortgage/Underwriting/Quality Control Compliance Consultant**

**Deephaven Mortgage (non-QM mortgage lender), Sourcepoint (third-party mortgage services), and Digital Risk (third-party mortgage services)** 2015 - 2022

- Drove daily production and quality to surpass monthly business goals and quality levels by 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, AML/KYC, 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).
  - Oversaw the development and promotion of multiple team members.
- 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 28%.

### **Telecom Legal and Regulatory Compliance Director**

**Inteserra (Telecom Compliance Consulting)**

2017 - 2021

- Tracked rule changes and docket/legislative activity in all 50 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.
- Organized special reports and aided telecom clients in writing and submitting comments to regulatory bodies.
- 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 by 17%.

### **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.
- 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

## **Technical Skills**

- Bilingual
- Patent, Trademark, & IP
- M&A
- Contract Drafting & Negotiation
- Legal Research & Writing
- Privacy and Data Breach
- GRC
- AML/KYC
- MS Office Suite, MS Access, MS Project
- Mac/Windows/iOS/Android Software
- California Consumer Privacy Act (CCPA), General Data Protection Regulation (GDPR)
- Risk Mindset
- Regulatory Affairs & Compliance
- Telecommunications
- Mortgage/Financial Compliance
- Business Problem Solving
- Prioritization and Execution
- People Management

## **Education**

### **Barry University - Dwayne O. Andreas School of Law**

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

2014

Pending Admission (2024) – The Florida Bar

**IT Certificates:** Cybersecurity (ITF+, A+, Network+, Security+, CEH)

2022

## **Community Engagement**

### **Member - Citizens Advisory Council for the Ocoee Police Department**

2017 - Present

- Elected Chair January 2018 (re-elected by the City Council every year and served through 2023).
- Consult with city commissioners on police department and public issues.
- Created and directed 9/11 20<sup>th</sup> Memorial Event (2021), including police and fire departments as well as the public.





**STAFF REPORT**

Meeting Date: April 16, 2024  
Item #: 4

Contact Name: Michael Rumer  
Contact Number: Ext. 1018

Department Director: Michael Rumer  
City Manager: Robert Frank

**Subject: Approval of Second Amendment to the Development Agreement for the Regency at Ocoee. (Development Services Director Rumer)**

**Background Summary:** On June 6, 2024, the Honorable Mayor and City Commissioners approved the Large-Scale Preliminary Site Plan and First Amendment to the Development Agreement for The Regency Mixed-Use Development which will be located in the Community Redevelopment Area (CRA) Special Overlay District titled: CRA Target Area 1. The property contains three (3) parcels identified as parcel numbers 30-22-28-0000-00-018, 30-22-28-0000-00-059, and 30-22-28-0000-00-016. The subject properties combined are approximately 16.68 acres in size and are more generally located on the north side of the Florida Turnpike and the west side of the Maguire Road at the Old Winter Garden Road Intersection and also within Commission District 3 - Richard Firstner.

The Large-Scale Preliminary Site Plan approval by the City Commission entitled the Mixed-Use Urban Development project is as follows: 300 luxury multi-family units on approximately 16.68 acres & seven (7) buildings as reflected in sheet C4:

- Building 1: 12 units and +/- 7,000 SF of retail uses
- Building 2: 32 units (Studio, 1 and 3 Bedrooms)
- Building 3 & 4: 88 units (1,2, and 3 Bedroom Units)
- Phase 5, 6, & 7: 168 units (1, 2, & 3 Bedrooms)

Buildings 1 and 2 will be located on the north side of the extension of Old Winter Garden Road. There will be two access points, with one a northern road connection as required in the CRA Target Area 1 Development Plan.

Buildings 3-7 and the Club House will be located on the south side of the extension of Old Winter Garden Road. The project will have two (2) access points. The main access/entrances will be off of Old Winter Garden Road. An amenity center/clubhouse, dog park, and a stormwater pond will also be located on this site. Utilities will be extended to the site from Maguire Road.

The First Amendment to the Development Agreement approved on June 6, 2023, provided credits for the Transportation Impact fees, Parks and Recreation Impact fees, and participation in improvements to the Maguire Road / Old Winter Garden intersection. The proposed Second Amendment to the Development Agreement provides for the deferment of some impact fees to Certificate of Occupancy. The changes are as

follows:

i) Payment of Fees. The Developer shall pay to the City the plan check fees and the police, fire, road, and recreation impact fees concurrently with the issuance of the certificate of occupancy for the final habitable building in the project.

**Issue:**

Should the Honorable Mayor and City Commissioners approve a Second Amendment to the Development Agreement for The Regency Mixed-Use Development?

**Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners approve a Second Amendment to the Development Agreement for The Regency Mixed-Use Development.

**Attachments:**

1. Second Amendment to Development Agreement - The Regency at Ocoee (Developer Signed)

**Financial Impacts:**

There are no out-of-pocket costs for the City.

**Type of Item:** Consent

THIS DOCUMENT PREPARED BY  
AND RETURN TO:

Daniel T. O’Keefe, Esq.  
Shutts & Bowen, LLP  
300 Orange Ave. Suite 1600  
Orlando, FL 32801

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
(The Regency at Ocoee)**

This **SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (The Regency at Ocoee)** (“**Second Amendment**”) is made and entered into this \_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”), by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761, Attention: City Manager (“**City**”), and **OCOE ACQUISITION COMPANY, LLC**, a Florida limited liability company, with an address of 5911 Turkey Lake Road, Suite 303, Orlando, Florida 32819 (collectively, the “**Developer**”). The City and the Developer are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

**WITNESSETH:**

**WHEREAS**, Developer and City entered into that certain Development Agreement executed on May 3, 2022 and recorded on May 9, 2022, DOC # 20220294398 in the Public Records of Orange County, Florida, as amended by that certain First Amendment to Development Agreement executed on June 6, 2023 and recorded on June 13, 2023, DOC # 20230329692 (collectively, the “**Agreement**”);

**WHEREAS**, the Parties desire to amend the Agreement as specifically provided herein; and

**WHEREAS**, any capitalized term not otherwise defined herein shall have the meaning ascribed to it under the Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual obligations contained herein and the sum of ten dollars (\$10.00) and other good and valuable consideration the sufficiency of which is hereby conclusively acknowledged the Parties agree as follows:

**AGREEMENT**

1. **Recitals**. The Recitals contained above are true and correct and are incorporated in this Second Amendment in full as if set forth herein.

2. **Payment of Fees**. Developer shall pay to the City the plan check fees and the police, fire, road, and recreation impact fees concurrently with the issuance of the certificate of occupancy for the final habitable building in the Project.

3. **Counterparts**. This Second Amendment may be executed in two or more counterparts, each of which shall be and be taken to be an original and are collectively but one instrument.

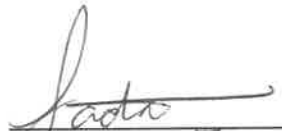
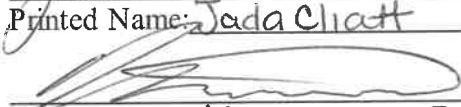
4. **Effect on Agreement.** Except as modified herein, the Agreement shall remain in full force and effect binding upon each of the Parties. In the event of a conflict between the Agreement and this Second Amendment, the terms of this Second Amendment shall control.

***[SIGNATURES APPEAR ON FOLLOWING PAGES]***

**DEVELOPER:**

Witnesses:

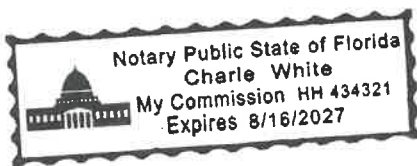
**OCOEE ACQUISITION COMPANY, LLC**, a  
Florida limited liability company

  
Printed Name: Jada Clatt  
  
Printed Name: NIKHAZ A. THADANI

By:   
Name: ANIL H. THADANI  
Title: MANAGER

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16 day of April, 2024, by ANIL H. THADANI, as MANAGER of Ocoee Acquisition Company, LLC, a Florida limited liability company, on behalf of the company. He/she appeared by (check one) ☒ physical appearance or ☐ online notarization, and (check one) ☐ is personally known to me or ☐ has produced Driver license as identification.



  
Print Name: Charles White  
Notary Public  
My Commission Expires: 8/16/2027  
Commission Number: 434321

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**CITY:**

**CITY OF OCOEE**

By: \_\_\_\_\_  
Rusty Johnson, Mayor

**ATTEST:**

\_\_\_\_\_  
Melanie Sibbitt, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Richard Geller, City Attorney

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Ocoee, Florida, a municipal corporation of the State of Florida, on behalf of the City of Ocoee, Florida. He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_





**STAFF REPORT**

Meeting Date: April 16, 2024  
Item #: 5

Contact Name: Rebecca Roberts  
Contact Number: Ext. 1520

Department Director: Rebecca Roberts  
City Manager: Robert Frank

**Subject: Approval of Assignment and Renewal of ARPA Consulting Contract. (Finance Director Roberts)**

**Background Summary:**

On November 16, 2021, the City entered into a contract with Government Services Group, Inc. (GSG) for American Rescue Plan Act (ARPA) Funding Consulting Services. Over the course of the contract, GSG has provided expert consulting services to assist the City in managing, monitoring, and reporting on the use of ARPA funds. Earlier this year, the City received notification from Anser Advisory Consulting, LLC regarding its acquisition and integration of GSG, and is requesting the City to approve the transfer of the contract to Anser Advisory as GSG will eventually become inactive. As a result of the integration of GSG, Anser Advisory is familiar with the City's ARPA reporting.

Due to the unique and complex requirements of ARPA, staff recommends the City to assign and renew the contract with Anser Advisory Consulting as this firm is familiar with the City's ARPA reporting requirements, which will provide the City with no disruption in meeting the timely reporting requirements.

**Issue:**

Should the Honorable Mayor and City Commissioners assign the contract to Anser Advisor Consulting and renew the contract for ARPA Funding Consulting Services?

**Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners:

- 1.) Approve the assignment of the contract as requested by Anser Advisory Consulting;
- 2.) Approve the Amendment and renew the contract for ARPA Funding Consulting Services; and,
- 3.) Authorize the Mayor, City Clerk, and Staff to execute the required contract documents.

**Attachments:**

1. Request for Assignment
2. Consent to Assignment
3. Contract ARPA Consultant - GSG
4. Amendment to Agreement

**Financial Impacts:**

Funding will come from the ARPA Grant as an administrative cost.

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761  
Phone: (407) 905-3100 ▪ [www.ocoe.org](http://www.ocoe.org)

**Type of Item:** Consent



January 9, 2024

Michelle Hill  
Procurement Assistant  
City of Ocoee  
1 North Bluford Avenue  
Ocoee, FL. 34761

Dear Ms. Hill

We are pleased to advise that Government Services Group, Inc. (GSG) completed an acquisition by Anser Advisory Consulting, LLC (Anser Advisory) on November 5, 2021. We have now completed our transition and are operating as a fully integrated team. To learn more about all the services we provide, please visit our website at [www.anseradvisory.com](http://www.anseradvisory.com).

We politely request that you approve the transfer of our existing contract entity to Anser Advisory Consulting, LLC (FEIN: 54-2078311). The former contracting entity Government Services Group, Inc (FEIN: 59-3419105) is a wholly owned subsidiary of Anser Advisory, LLC and will eventually become inactive.

You should have already received new Insurance Certificates, an updated W-9 form, and a new Remittance notification. We are in the process of updating all Business Licenses at the time of renewal. Any RFPs that we respond to in the future will be under the name of Anser Advisory Consulting, LLC.

We thank you for your ongoing support and look forward to continuing to provide you with the highest quality of services in the industry. Please do not hesitate to contact me with any questions or comments; I would love to hear from you.

Sincerely,

Adam Shaw  
Chief Delivery Officer  
[adam.shaw@anseradvisory.com](mailto:adam.shaw@anseradvisory.com)

**CONSENT TO ASSIGNMENT OF CONTRACT**

The City of Ocoee hereby acknowledges and consents to the assignment/transfer of the following Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, from **Governmental Services Group, Inc.** (Assignor) to **Anser Advisory Consulting, LLC** (Assignee):

**Agreement Date:**

November 16, 2021

**Agreement Name and Description of Services:** ARPA Funding Consulting Services.  
Agreement to Piggyback on a Contract for Services Bid by Another Governmental Entity (State of Florida Department of Management Services (DMS), Contract No. 80101500-20-1.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

\_\_\_\_\_  
Melanie Sibbitt, City Clerk

\_\_\_\_\_,  
Rusty Johnson, Mayor

(SEAL)

DATE: \_\_\_\_\_

FOR USE AND RELIANCE ONLY BY  
THE CITY OF OCOEE, FLORIDA.  
APPROVED AS TO FORM AND LEGALITY  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED BY THE OCOEE CITY  
COMMISSION AT A MEETING HELD  
ON APRIL 16, 2024, UNDER AGENDA  
ITEM NO. \_\_\_\_.

FISHBACK DOMINICK

BY: \_\_\_\_\_  
Richard S. Geller, Esq., City Attorney

**AGREEMENT TO PIGGYBACK ON A CONTRACT  
FOR COMMODITIES OR CONTRACTUAL SERVICES  
BID BY ANOTHER GOVERNMENTAL ENTITY**

**THIS AGREEMENT TO PIGGYBACK ON A CONTRACT FOR SERVICES  
BID BY ANOTHER GOVERNMENTAL ENTITY** (hereinafter the "Agreement") is entered into this 16<sup>th</sup> day of Nov, 2021, by and between the **CITY OF OCOEE**, a Florida municipal corporation established under the laws of the State of Florida (hereinafter referred to as the "City) and **GOVERNMENT SERVICES GROUP, INC.** (hereinafter referred to as the "Contractor" or "Consultant"), a Florida corporation authorized to do business in the State of Florida; hereinafter referred to as the "Parties";

**WHEREAS**, on March 1, 2021, Contractor entered into Contract #80101500-20-1 with the State of Florida Department of Management Services (DMS), an agency of the State of Florida, for Management Consulting Services - Comprehensive Grants Management Services related to the Stafford Act and other related State and Federal Grant Programs category (hereinafter the "Contract"); and

**WHEREAS**, the Contract was procured by the State of Florida in accordance with the provisions of section 287.057, Florida Statutes; and

**WHEREAS**, the City has the legal authority under chapter 287, Florida Statutes, and Chapter 21 of the City of Ocoee Code of Ordinances to "piggyback" onto a contract procured pursuant to section 287.057, Florida Statutes, by another governmental entity when seeking to utilize the same or similar commodities or services provided for in said Contract; and provided the contract herein is not for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of a facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to chapter 255 and rules adopted thereunder; and

**WHEREAS**, the City desires to piggyback onto the above-referenced Contract between the Contractor and the State of Florida DMS for Management Consulting Services - Comprehensive Grants Management Services related to the Stafford Act and other related State and Federal Grant Programs category, including any Amendments to the piggyback contract (hereinafter the "Work") and Contractor consents to the aforesaid piggybacking; and

**WHEREAS**, the City issued a Request for Quote dated September 22, 2021, attached hereto as Exhibit "C", for American Rescue Plan Act (ARPA) Funding Consulting Services in accordance with the Instructions of the State of Florida DMS Contract for Management Consulting Services, attached hereto as Exhibit "A", and the Contractor's Proposal Response to the City's Request for Quote, attached hereto as Exhibit "B";

**NOW THEREFORE**, in consideration of the above recitals and the provisions set forth in this Agreement, the receipt and sufficiency of which is acknowledged and agreed to by the parties, the Parties agree as follows:



1. Recitals. The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Settlement Agreement by this reference.

2. Scope of Services. The Contractor affirms and ratifies the terms and conditions of the above-referenced Contract with the State of Florida DMS for Management Consulting Services - Comprehensive Grants Management Services, and agrees to perform the services set forth therein, and in accordance with the City's Request for Quote for ARPA Funding Consulting Services, and in accordance with the Contractor's Proposal Response to the City's Request for Quote, attached hereto as Exhibit "B", for the City in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purpose of interpretation and enforcement this Agreement, the term "City of Ocoee" shall be substituted for the term, "State of Florida" throughout the Contract.

The Contractor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the State of Florida Contract and Exhibit "B" until the Work is completed. The State of Florida or Federal Government is not a party to this Contract.

3. Term. The term of this Agreement shall be in accordance with the terms of the State of Florida DMS Contract for Management Consulting Services which is February 29, 2024, to include renewal terms, and until the City has met all reporting requirements of the ARPA grant. Any renewal term is with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the work to be provided under this agreement

4. Compensation. Contractor shall perform services in accordance with a Scope of Work attached hereto as Exhibit "B" and the terms of which are incorporated herein by reference. This work for Phase One shall be completed for the firm, fixed price of **\$48,920.00 (FORTY-EIGHT THOUSAND, NINE HUNDRED TWENTY DOLLARS AND NO CENTS)**, in accordance with the schedule contained in Exhibit "B."

The City may retain the Contractor for the subsequent, additional services listed in Exhibit "B" for Phase Two to implement Grants Management for Phase One work. Any such additional work shall be performed in accordance with the terms and conditions in this Contract and for the price established in Exhibit "B" by an addendum to this Agreement.

5. Amendment. This Agreement may be amended or modified only by a change order or addendum, and as duly authorized and executed by the parties.

6. Termination Without Cause. This Agreement, or any change order or addendum issued under this Agreement, may be terminated by the CITY without cause by delivering thirty (30) days' written notice to the CONTRACTOR. In the event of the termination of this Agreement, any liability of one party to the other arising out of any services rendered, or any act or event occurring prior to termination, shall not be deemed to be terminated or released. The CONTRACTOR shall be paid for Services completed prior to receipt of the termination notice and



for reasonable costs relating to commitments for the benefit of the City prior to the termination; however, final payment to the CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses, overhead, and profit on uncompleted Services.

7. Termination for Cause. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any change order or addendum issued under this Agreement, in whole or in part, if the CONTRACTOR: (1) submits a willfully false invoice or (2) substantially fails to perform any obligation under this Agreement and does not remedy the failure within fifteen (15) calendar days after receipt by the CONTRACTOR of written demand from the CITY to do so, unless the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the failure, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary therefor. The CONTRACTOR may terminate this Agreement if the CITY substantially fails to perform any obligation under this Agreement, other than responding to a demand for payment, and does not remedy the failure within fifteen (15) calendar days after receipt by the CITY of written demand from the CONTRACTOR to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

Upon termination of this Agreement for cause by the CITY, the CITY may pay the CONTRACTOR for the services actually rendered and the reasonable and provable expenses required by and actually incurred by the CONTRACTOR for services prior to the effective date of termination. Such payments, however, shall be reduced by an amount equal to any additional costs and damages incurred by the CITY as a result of the default(s) of the CONTRACTOR, including all incidental and consequential fees and expenses.

8. Delivery of Materials Upon Termination. In the event of termination of this Agreement by the CITY prior to the CONTRACTOR's satisfactory completion of all the services described to herein, the CONTRACTOR shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and any and all other documents, instruments, information, and materials (whether or not completed) that were generated or prepared by the CONTRACTOR, or by any sub-Contractor, in rendering the services described herein and not previously furnished to the CITY by the CONTRACTOR pursuant to this Agreement. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONTRACTOR shall also require that all sub-Contractors agree in writing to be bound by the provisions of this subsection. This provision is supplemental to the language in this Agreement relating to public records. Any reuse of the Work Product described above without written verification or adaptation



by CONTRACTOR, as appropriate, for the specific purpose intended, will be at CITY's sole risk and without liability or legal exposure to CONTRACTOR.

9. Indemnification. The CONTRACTOR agrees to indemnify, defend and hold harmless the City, its representatives, employees, and elected and appointed officials 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 and persons employed or utilized by the CONTRACTOR in the performance of any professional services rendered under this Agreement. For purposes of compliance with Florida law, CONTRACTOR acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

10. Insurance.

General. The CONTRACTOR shall purchase, maintain, and keep in full force, effect, and good standing, such insurance as described below and any other insurance necessary to fully protect it from claims of the nature that are detailed herein, that may arise out of, or result from, the CONTRACTOR's operations, performance, or services, or all of these things, or any of these things in combination (CONTRACTOR's Operations), whether the CONTRACTOR's Operations are by the CONTRACTOR, any of its agents or sub-Contractors, or anyone for whose act or acts it may be liable. The CONTRACTOR's insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this subsection shall be written for not less than the limits of liability specified in Exhibit "A" or required by law, whichever is greater, and shall include contractual liability insurance, as applicable to the CONTRACTOR's obligations under this Agreement. **The City shall be named additional insured on all such policies.**

Coverage Amounts. The CONTRACTOR shall provide evidence of insurance as stated below, the City's standard insurance requirements, and the form of a certificate of insurance issued on behalf of the CITY by companies acceptable to the CITY at the minimum limits and coverage's with deductible amounts acceptable to the CITY.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.
2. Workers' Compensation Insurance: The Consultant 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 Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. 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 Consultant shall

provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

3. Consultant's Public Liability and Property Damage Insurance: The Consultant 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 Consultant 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 Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follows:
4. 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
5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant 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
  - \$1,000,000 Professional Liability (Design Errors & Omissions)
6. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.
7. Contractual Liability: If the project is not bonded, the consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
  - \$1,000,000 PER OCCURRENCE
  - \$2,000,000 AGGREGATE

Commercial Umbrella:

- \$1,000,000 PER OCCURRENCE
- \$2,000,000 Aggregate
- Including Employer's Liability and Contractual Liability



The CONTRACTOR shall not commence any work in connection with this Agreement until all insurance has been obtained and approved by the CITY, nor shall the CONTRACTOR allow any sub-Contractor to commence work on a subcontract until all similar insurance required of the sub-Contractor 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, except for Professional Liability insurance which is size category of V. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer under section 440.57, Florida Statutes.

CITY's Right to Inspect Policies. In the event of a claim, the CONTRACTOR shall, upon ten (10) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies that are required in this Agreement.

10. Public Records Compliance. The 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:

- A. Keep and maintain public records required by the City to perform the service.
- B. 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.
- C. 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.
- D. 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.
- E. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@OCOEE.ORG, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

11. E-Verify. By entering into this contract, the awarded bidder 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.

12. Notices. All notices required under this Agreement shall be sent by certified mail or overnight carrier, return receipt requested, to the parties as follows:

TO THE CITY: Rebecca Roberts, CPA  
Finance Director  
City of Ocoee  
150 N. Lakeshore Drive  
Ocoee, FL 34761  
Telephone: 407-905-3100  
Email: [rroberts@ocoe.org](mailto:rroberts@ocoe.org)

With a Copy to: City of Ocoee  
Finance Department/Purchasing  
150 N Lakeshore Drive  
Ocoee, FL 34761

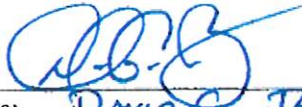
TO THE CONTRACTOR: David Jahosky, Vice President  
Government Services Group, Inc.  
280 Wekiva Springs Road  
Protegrity Plaza, Suite 2070  
Longwood, Florida 32779  
[djahosky@govserv.com](mailto:djahosky@govserv.com)

(Signature page follows)

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties hereto, and by its duly authorized Representatives, as of the date first written above.

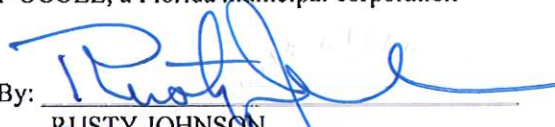
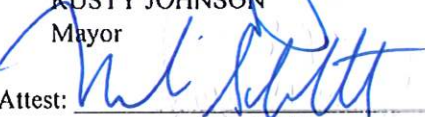
GOVERNMENT SERVICES GROUP, INC.,  
a Florida corporation

  
Witness:

By:   
Name: DAVID G. JAHosky  
Title: VICE PRESIDENT



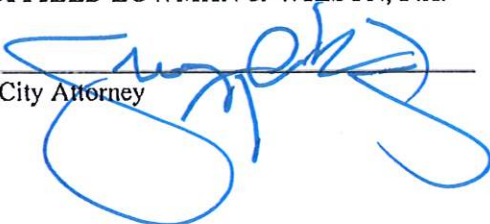
CITY OF OCOEE, a Florida municipal corporation

By:   
RUSTY JOHNSON  
Mayor  
Attest:   
MELANIE SIBBITT  
City Clerk

APPROVED BY THE OCOEE CITY  
COMMISSION AT A MEETING  
HELD ON SEPTEMBER 21, 2021  
UNDER AGENDA ITEM 12.

FOR USE AND RELIANCE ONLY BY  
THE CITY OF OCOEE, FLORIDA;  
APPROVED AS TO FORM AND LEGALITY  
this 16 day of Nov., 2021.

SHUFFIELD LOWMAN & WILSON, P.A.

By:   
City Attorney





### RFP/RFQ CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: 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 the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer 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, Proposer 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 or Evaluation Committee members, 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 Proposal.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

GOVERNMENT SERVICES GROUP, INC.  
Firm Name

[Signature]  
Signature

DAVID G. JAHOSKY, VICE PRESIDENT  
Name and Title (Print or Type)

11/9/2021  
Date





ANSERAD-01

TWANYOIKE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2021

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

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

|                                                                                             |                                                               |                               |        |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------------------------|--------|
| PRODUCER<br>Ames & Gough<br>8300 Greensboro Drive<br>Suite 980<br>McLean, VA 22102          | CONTACT NAME:                                                 |                               |        |
|                                                                                             | PHONE (A/C, No, Ext): (703) 827-2277                          | FAX (A/C, No): (703) 827-2279 |        |
|                                                                                             | E-MAIL ADDRESS: admin@amesgough.com                           |                               |        |
|                                                                                             | INSURER(S) AFFORDING COVERAGE                                 |                               | NAIC # |
| INSURED<br><br>Government Services Group, Inc.<br>1500 Mahan Drive<br>Tallahassee, FL 32308 | INSURER A : National Fire Insurance Company of Hartford A(XV) |                               | 20478  |
|                                                                                             | INSURER B : Continental Insurance Company A(XV)               |                               | 35289  |
|                                                                                             | INSURER C : American Casualty Co of Reading, PA A(XV)         |                               | 20427  |
|                                                                                             | INSURER D : Evanston Insurance Company                        |                               | 35378  |
|                                                                                             | INSURER E :                                                   |                               |        |
|                                                                                             | INSURER F :                                                   |                               |        |

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                       | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | 7011411355     | 10/26/2021              | 1/17/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                               |           |          | 7011411369     | 10/26/2021              | 1/17/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000                                                                                       |           |          | 7011652381     | 10/26/2021              | 1/17/2023               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000                                                                                                                                                                                    |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                  | Y/N<br>N  | N/A      | 7011411372     | 10/26/2021              | 1/17/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                   |
| D        | Professional Liab.                                                                                                                                                                                                                                                                                                                                      |           |          | MKLV7PL0004397 | 10/26/2020              | 1/17/2022               | Per Claim/Aggregate \$ 2,000,000                                                                                                                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE Contract #80101500-20-1

City of Ocoee included as additional insureds with respects to General Liability and Umbrella Liability when required by written contract.

|                                                                                   |                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER<br><br>City of Ocoee<br>150 N Lakeshore Dr.<br>Ocoee, FL 34761 | CANCELLATION<br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**EXHIBIT "A"**

**PIGGYBACK CONTRACT**

**CONTRACT #80101500-20-1 WITH THE STATE OF FLORIDA DEPARTMENT OF  
MANAGEMENT SERVICES (DMS), AN AGENCY OF THE STATE OF FLORIDA,  
FOR MANAGEMENT CONSULTING SERVICES - COMPREHENSIVE GRANTS  
MANAGEMENT SERVICES RELATED TO THE STAFFORD ACT AND OTHER  
RELATED STATE AND FEDERAL GRANT PROGRAMS CATEGORY**



We serve those who serve Florida

**State Term Contract 80101500-20-1  
For  
Management Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **GOVERNMENT SERVICES GROUP, INC.** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

**III. Contract.**

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor's submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor's submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

**IV. Statement of Work.**

a) Scope of Services.

The Contractor will provide Management Consulting Services (MCS). This includes the



**State Term Contract No. 80101500-20-1  
For  
Management Consulting Services**

provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

**b) Pricing.**

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

**c) Job Titles and Duties.**

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements

**State Term Contract No. 80101500-20-1**  
**For**  
**Management Consulting Services**

- Allocating financial and human resources and material assets
  - Formulating and enforcing work standards
  - Participating in the design phase of tasks and ensuring their successful execution
2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations
  - Ensuring the quality and timely completion of projects or services
  - Providing technical and subject matter expertise in fulfillment of Customer SOWs
  - Participating as a senior team member providing high-level consulting services
  - Planning, organizing, and executing tasks in successful delivery of projects or services
  - Developing and defining strategic visions
  - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
  - Providing Customer interface in fulfillment of Customer SOWs
  - Possessing authority and responsibility for the execution of Customer SOWs
  - Planning, organizing, and overseeing all subordinate work efforts
  - Ensuring quality standards and work performance on Customer SOWs
  - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
  - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
  - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
  - Applying a broad set of management skills and technical expertise as a project leader
  - Providing solutions through analysis
  - Directing subordinates in the completion of tasks orders
  - Organizing, directing, and managing support services
  - Assigning tasks and overseeing projects or other services under the Customer SOWs
  - Directing activities in fulfillment of Customer SOWs
  - Training Customer personnel through formal classroom courses, workshops, or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:



**State Term Contract No. 80101500-20-1  
For  
Management Consulting Services**

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

The services the Contractor, through its personnel, may provide include:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.

**State Term Contract No. 80101500-20-1**  
**For**  
**Management Consulting Services**

- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

**f) Request for Quote(s) Requirement.**

*1. Customer SOW.* Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

**When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract.** Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

*2. Minimum Number of RFQs Sent by Customer.*

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing



**State Term Contract No. 80101500-20-1**  
**For**  
**Management Consulting Services**

will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

**Customers Not Utilizing MFMP:** Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

**4. RFQ Format.** The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

**g) Department- Specific Financial Consequences.**

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

| Contract Requirement                                                       | Description                                                      | Frequency    | Daily Financial Consequences for Non-Performance |
|----------------------------------------------------------------------------|------------------------------------------------------------------|--------------|--------------------------------------------------|
| Timely Submission of complete and accurate Contract Quarterly Sales Report | Submit Quarterly Sales Report in accordance with section IV.I)2. | Each quarter | \$250                                            |

**State Term Contract No. 80101500-20-1**  
**For**  
**Management Consulting Services**

|                                                                        |                                                                |            |       |
|------------------------------------------------------------------------|----------------------------------------------------------------|------------|-------|
| Timely Submission of complete and accurate MFMP Transaction Fee Report | Submit MFMP Transaction Fee in accordance with section IV.I)1. | Each month | \$100 |
|------------------------------------------------------------------------|----------------------------------------------------------------|------------|-------|

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

[https://www.dms.myflorida.com/workforce\\_operations/human\\_resource\\_management/for\\_state\\_personnel\\_system\\_hr\\_practitioners/state\\_holidays](https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays)



State Term Contract No. 80101500-20-1  
For  
Management Consulting Services

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

*1. MFMP Transaction Fee Report.*

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

*2. Contract Quarterly Sales Reports.*

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

*3. Diversity Report.*

**State Term Contract No. 80101500-20-1  
For  
Management Consulting Services**

The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

**4. Ad-hoc Report.**

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

**m) Business Review Meetings.**

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

**n) Price Adjustments.**

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

**o) Contract Transition.**

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

**V. Contract Management.**

**Department's Contract Manager:**

Christia Nunnery  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360.8X  
Tallahassee, Florida 32399-0950

State Term Contract No. 80101500-20-1  
For  
Management Consulting Services

Telephone: (850) 488-8367

Email: [Christia.Nunnery@dms.myflorida.com](mailto:Christia.Nunnery@dms.myflorida.com)

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

GOVERNMENT SERVICES GROUP, INC. STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES

DocuSigned by:

*David G. Jahosky*

David G. Jahosky  
Vice President

2/17/2021 | 1:53 PM EST

Date:

DocuSigned by:

*Tami Fillyaw*

Tami Fillyaw  
Chief of Staff

2/18/2021 | 4:53 PM EST

Date:



## Contract Attachment A: Cost Proposal

## Request For Proposals

No. 06-80101500-J

## Management Consulting Services and Financial and Performance Audits

|                        |                                 |
|------------------------|---------------------------------|
| <b>Respondent Name</b> | Government Services Group, Inc. |
|------------------------|---------------------------------|

**INSTRUCTIONS**

The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.

For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.

Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.

This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.

Provide pricing in dollar amounts; amounts cannot include fractions of cents (e.g. \$0.005).

Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

**Service Category 1: Management Consulting Services**

| <b>JOB TITLE</b>                   | <b>INITIAL TERM HOURLY RATE</b> | <b>RENEWAL TERM HOURLY RATE</b> |
|------------------------------------|---------------------------------|---------------------------------|
| Principal Consultant               | \$250.00                        | \$265.00                        |
| Senior Consultant                  | \$185.00                        | \$195.00                        |
| Consultant                         | \$150.00                        | \$160.00                        |
| Junior Consultant                  | \$115.00                        | \$120.00                        |
| Program and Administrative Support | \$35.00                         | \$40.00                         |



**Contract Attachment B**  
**SPECIAL CONTRACT CONDITIONS**  
**JULY 1, 2019 VERSION**

Table of Contents

|                                                                                                  |    |
|--------------------------------------------------------------------------------------------------|----|
| SECTION 1. DEFINITION.....                                                                       | 2  |
| SECTION 2. CONTRACT TERM AND TERMINATION.....                                                    | 2  |
| SECTION 3. PAYMENT AND FEES.....                                                                 | 3  |
| SECTION 4. CONTRACT MANAGEMENT.....                                                              | 4  |
| SECTION 5. COMPLIANCE WITH LAWS.....                                                             | 6  |
| SECTION 6. MISCELLANEOUS.....                                                                    | 7  |
| SECTION 7. LIABILITY AND INSURANCE.....                                                          | 9  |
| SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL<br>PROPERTY..... | 10 |
| SECTION 9. DATA SECURITY.....                                                                    | 12 |
| SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....                                        | 13 |
| SECTION 11. CONTRACT MONITORING.....                                                             | 14 |
| SECTION 12. CONTRACT AUDITS.....                                                                 | 15 |
| SECTION 13. BACKGROUND SCREENING AND SECURITY.....                                               | 16 |
| SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.....                                     | 17 |

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

## SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### 1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## SECTION 2. CONTRACT TERM AND TERMINATION.

### 2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### 2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### 2.3 Suspension of Work and Termination.

#### 2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### 2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### 2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.



### SECTION 3. PAYMENT AND FEES.

#### 3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

#### 3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### 3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### 3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### 3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## SECTION 4. CONTRACT MANAGEMENT.

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name



Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### SECTION 5. COMPLIANCE WITH LAWS.

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.



Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### SECTION 6. MISCELLANEOUS.

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.



**6.7 Time is of the Essence.**

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**6.8 Waiver.**

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**6.9 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.10 Cooperative Purchasing.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

**SECTION 7. LIABILITY AND INSURANCE.**

**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

**7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

**7.3 Florida Authorized Insurers.**

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.



The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

##### 8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be



responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

#### SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.



## SECTION 11. CONTRACT MONITORING.

### 11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### 11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

#### 11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### 11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### 11.3 Performance Delay.

#### 11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### 11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### 11.4 Force Majeure, Notice of Delay, and No Damages for Delay.



The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.



#### 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

### SECTION 13. BACKGROUND SCREENING AND SECURITY.

#### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

#### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

#### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

#### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Management Consulting Services (80101500-20-1)  
Contractors by Service

X

| Contractor                              | j) Expert Witness Services In Support of Litigation, Claims, or Other Formal Cases Relating to Management Consulting | j) Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives | k) Systems Alignment and Consolidation | j) Comprehensive Grants Management Services Related to the Stafford Act and other related State and Federal Grant Programs |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| 22ND CENTURY TECHNOLOGIES, INC.         | •                                                                                                                    | •                                                                                                              | •                                      |                                                                                                                            |
| AAJ COMPUTER SERVICES, INC. dba OZ      |                                                                                                                      | •                                                                                                              | •                                      |                                                                                                                            |
| ACCENTURE LLP                           |                                                                                                                      | •                                                                                                              | •                                      | •                                                                                                                          |
| ADVANCED SYSTEMS DESIGN, INC.           |                                                                                                                      | •                                                                                                              | •                                      | •                                                                                                                          |
| ALVAREZ & MARSAL HOLDINGS, LLC          |                                                                                                                      | •                                                                                                              |                                        |                                                                                                                            |
| ARCADIS U.S., INC.                      | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| ATKINS NORTH AMERICA, INC.              | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| BCA WATSON RICE LLP                     | •                                                                                                                    | •                                                                                                              | •                                      |                                                                                                                            |
| BEACON SYSTEMS, INC.                    | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| BERRY, DUNN, MCNEIL & PARKER LLC        |                                                                                                                      |                                                                                                                |                                        |                                                                                                                            |
| CAMBRIA SOLUTIONS, INC.                 |                                                                                                                      | •                                                                                                              | •                                      |                                                                                                                            |
| CARR, RIGGS & INGRAM, LLC               | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| CDR MAGUIRE INC.                        |                                                                                                                      | •                                                                                                              | •                                      | •                                                                                                                          |
| CIVIC INITIATIVES, LLC                  |                                                                                                                      | •                                                                                                              |                                        |                                                                                                                            |
| COHNREZNICK LLP                         |                                                                                                                      | •                                                                                                              | •                                      | •                                                                                                                          |
| COST MANAGEMENT INC.                    |                                                                                                                      |                                                                                                                | •                                      |                                                                                                                            |
| CROWE LLP                               | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| CSG GOVERNMENT SOLUTIONS, INC.          |                                                                                                                      | •                                                                                                              | •                                      |                                                                                                                            |
| CSRS, INC.                              |                                                                                                                      | •                                                                                                              | •                                      | •                                                                                                                          |
| DELOITTE CONSULTING LLP                 |                                                                                                                      | •                                                                                                              | •                                      | •                                                                                                                          |
| DIGITAL INTELLIGENCE SYSTEMS, LLC       |                                                                                                                      |                                                                                                                |                                        |                                                                                                                            |
| ERNST & YOUNG U.S. LLP                  |                                                                                                                      | •                                                                                                              | •                                      | •                                                                                                                          |
| FCMC LLC                                |                                                                                                                      | •                                                                                                              | •                                      | •                                                                                                                          |
| FEDERAL ENGINEERING, INC.               | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| FIRST DATA GOVERNMENT SOLUTIONS, LP     |                                                                                                                      |                                                                                                                |                                        |                                                                                                                            |
| GARTNER, INC.                           |                                                                                                                      | •                                                                                                              | •                                      |                                                                                                                            |
| GENESIS CONSULTING PARTNERS, LLC        |                                                                                                                      | •                                                                                                              |                                        |                                                                                                                            |
| GRANT THORNTON PUBLIC SECTOR LLC        | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| GOVERNMENT SERVICES GROUP, INC.         |                                                                                                                      |                                                                                                                |                                        | •                                                                                                                          |
| HAGERTY CONSULTING SERVICES, INC.       |                                                                                                                      |                                                                                                                |                                        | •                                                                                                                          |
| HEALTH MANAGEMENT ASSOCIATES, INC.      | •                                                                                                                    | •                                                                                                              | •                                      |                                                                                                                            |
| ICF INCORPORATED, L.L.C.                |                                                                                                                      |                                                                                                                |                                        |                                                                                                                            |
| INFORMATION SYSTEMS CONSULTANTS, INC.   |                                                                                                                      |                                                                                                                |                                        |                                                                                                                            |
| INNOVATIVE EMERGENCY MANAGEMENT, INC.   |                                                                                                                      | •                                                                                                              | •                                      | •                                                                                                                          |
| ISF, INC.                               | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| KPMG LLP                                | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| MAXIMUS CONSULTING SERVICES, INC.       | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| MERIDIAN PARTNERS, LLC                  |                                                                                                                      | •                                                                                                              |                                        |                                                                                                                            |
| MGT OF AMERICA CONSULTING, LLC          |                                                                                                                      | •                                                                                                              | •                                      |                                                                                                                            |
| MORGANFRANKLIN CONSULTING, LLC          |                                                                                                                      | •                                                                                                              | •                                      | •                                                                                                                          |
| NTT DATA STATE HEALTH CONSULTING, LLC   |                                                                                                                      | •                                                                                                              | •                                      |                                                                                                                            |
| PROCOM CONSULTING, INC.                 | •                                                                                                                    | •                                                                                                              | •                                      |                                                                                                                            |
| PUBLIC CONSULTING GROUP LLC             |                                                                                                                      | •                                                                                                              | •                                      | •                                                                                                                          |
| RSM US LLP                              | •                                                                                                                    | •                                                                                                              |                                        | •                                                                                                                          |
| SLALOM, LLC                             |                                                                                                                      |                                                                                                                |                                        | •                                                                                                                          |
| STRATEGIC IT ALIGNMENT GROUP, LLC       |                                                                                                                      |                                                                                                                |                                        |                                                                                                                            |
| TEKSYSTEMS GLOBAL SERVICES, LLC         |                                                                                                                      |                                                                                                                | •                                      |                                                                                                                            |
| TELAFORCE, LLC                          |                                                                                                                      |                                                                                                                | •                                      |                                                                                                                            |
| THE BALMORAL GROUP, LLC                 |                                                                                                                      | •                                                                                                              |                                        | •                                                                                                                          |
| THE NORTH HIGHLAND COMPANY LLC          | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| THOMAS HOWELL FERGUSON P.A.             | •                                                                                                                    | •                                                                                                              | •                                      | •                                                                                                                          |
| TIDAL BASIN GOVERNMENT CONSULTING, LLC  |                                                                                                                      |                                                                                                                |                                        | •                                                                                                                          |
| TRANSPRO CONSULTING, LLC                |                                                                                                                      |                                                                                                                | •                                      |                                                                                                                            |
| WALTER R. McDONALD & ASSOCIATES, INC.   |                                                                                                                      | •                                                                                                              | •                                      |                                                                                                                            |
| WHEELER EMERGENCY MANAGEMENT CONSULTING |                                                                                                                      |                                                                                                                |                                        | •                                                                                                                          |



**Management Consulting Services (80101500-20-1)**  
**Price Sheet**

| <b>Contractor</b>                       | <b>Principal Consultant (Hourly Rate)</b> | <b>Senior Consultant (Hourly Rate)</b> | <b>Consultant (Hourly Rate)</b> | <b>Junior Consultant (Hourly Rate)</b> | <b>Program and Administrative Support (Hourly Rate)</b> |
|-----------------------------------------|-------------------------------------------|----------------------------------------|---------------------------------|----------------------------------------|---------------------------------------------------------|
| 22ND CENTURY TECHNOLOGIES, INC.         | \$160.23                                  | \$142.93                               | \$137.72                        | \$98.12                                | \$78.23                                                 |
| AAJ COMPUTER SERVICES, INC. dba OZ      | \$210.00                                  | \$195.00                               | \$160.00                        | \$125.00                               | \$45.00                                                 |
| ACCENTURE LLP                           | \$420.00                                  | \$355.00                               | \$265.00                        | \$180.00                               | \$65.00                                                 |
| ADVANCED SYSTEMS DESIGN, INC.           | \$230.00                                  | \$175.00                               | \$145.00                        | \$90.00                                | \$45.00                                                 |
| ALVAREZ & MARSAI HOLDINGS, LLC          | \$522.00                                  | \$470.00                               | \$437.00                        | \$377.00                               | \$0.00                                                  |
| ARCADIS U.S., INC.                      | \$275.00                                  | \$195.00                               | \$150.00                        | \$120.00                               | \$75.00                                                 |
| ATKINS NORTH AMERICA, INC.              | \$288.93                                  | \$234.88                               | \$182.18                        | \$140.48                               | \$85.60                                                 |
| BCA WATSON RICE LLP                     | \$200.00                                  | \$175.00                               | \$150.00                        | \$100.00                               | \$25.00                                                 |
| BEACON SYSTEMS, INC.                    | \$155.00                                  | \$135.00                               | \$105.00                        | \$65.00                                | \$25.00                                                 |
| BERRY, DUNN, MCNEIL & PARKER LLC        | \$285.00                                  | \$260.00                               | \$210.00                        | \$165.00                               | \$60.00                                                 |
| CAMBRIA SOLUTIONS, INC.                 | \$243.00                                  | \$200.00                               | \$155.00                        | \$111.00                               | \$40.00                                                 |
| CARR, RIGGS & INGRAM, LLC               | \$270.00                                  | \$180.00                               | \$150.00                        | \$125.00                               | \$45.00                                                 |
| CDR MAGUIRE INC.                        | \$225.00                                  | \$195.00                               | \$165.00                        | \$135.00                               | \$95.00                                                 |
| CIVIC INITIATIVES, LLC                  | \$230.00                                  | \$185.00                               | \$155.00                        | \$135.00                               | \$110.00                                                |
| COHNREZNICK LLP                         | \$200.00                                  | \$190.00                               | \$165.00                        | \$135.00                               | \$75.00                                                 |
| COST MANAGEMENT INC.                    | \$195.00                                  | \$153.00                               | \$126.00                        | \$98.00                                | \$48.00                                                 |
| CROWE LLP                               | \$364.73                                  | \$270.94                               | \$182.37                        | \$151.11                               | \$52.11                                                 |
| CSG GOVERNMENT SOLUTIONS, INC.          | \$220.00                                  | \$180.00                               | \$155.00                        | \$95.00                                | \$30.00                                                 |
| CSRS, INC.                              | \$290.00                                  | \$210.00                               | \$165.00                        | \$125.00                               | \$90.00                                                 |
| DELOITTE CONSULTING LLP                 | \$245.00                                  | \$230.00                               | \$190.00                        | \$145.00                               | \$55.00                                                 |
| DIGITAL INTELLIGENCE SYSTEMS, LLC       | \$136.00                                  | \$116.00                               | \$88.00                         | \$57.00                                | \$25.00                                                 |
| ERNST & YOUNG U.S. LLP                  | \$325.00                                  | \$300.00                               | \$240.00                        | \$165.00                               | \$125.00                                                |
| FCMC LLC                                | \$208.00                                  | \$162.00                               | \$128.00                        | \$90.00                                | \$35.00                                                 |
| FEDERAL ENGINEERING, INC.               | \$225.00                                  | \$190.00                               | \$175.00                        | \$145.00                               | \$80.00                                                 |
| FIRST DATA GOVERNMENT SOLUTIONS, LP     | \$240.00                                  | \$220.00                               | \$180.00                        | \$175.00                               | \$80.00                                                 |
| GARTNER, INC.                           | \$540.00                                  | \$461.00                               | \$297.00                        | \$75.00                                | \$30.00                                                 |
| GENESIS CONSULTING PARTNERS, LLC        | \$210.00                                  | \$175.00                               | \$145.00                        | \$105.00                               | \$85.00                                                 |
| GRANT THORNTON PUBLIC SECTOR LLC        | \$335.03                                  | \$237.24                               | \$155.05                        | \$110.36                               | \$97.29                                                 |
| GOVERNMENT SERVICES GROUP, INC.         | \$250.00                                  | \$185.00                               | \$150.00                        | \$115.00                               | \$35.00                                                 |
| HAGERTY CONSULTING SERVICES, INC.       | \$250.00                                  | \$200.00                               | \$160.00                        | \$130.00                               | \$95.00                                                 |
| HEALTH MANAGEMENT ASSOCIATES, INC.      | \$310.00                                  | \$265.00                               | \$130.00                        | \$120.00                               | \$30.00                                                 |
| ICF INCORPORATED, L.L.C.                | \$390.00                                  | \$240.00                               | \$135.00                        | \$85.00                                | \$35.00                                                 |
| INFORMATION SYSTEMS CONSULTANTS, INC.   | \$120.00                                  | \$100.00                               | \$85.00                         | \$70.00                                | \$60.00                                                 |
| INNOVATIVE EMERGENCY MANAGEMENT, INC.   | \$225.00                                  | \$170.00                               | \$135.00                        | \$110.00                               | \$70.00                                                 |
| ISF, INC.                               | \$250.00                                  | \$195.00                               | \$140.00                        | \$90.00                                | \$40.00                                                 |
| KPMG LLP                                | \$305.00                                  | \$280.00                               | \$250.00                        | \$175.00                               | \$135.00                                                |
| MAXIMUS CONSULTING SERVICES, INC.       | \$290.00                                  | \$210.00                               | \$150.00                        | \$120.00                               | \$60.00                                                 |
| MERIDIAN PARTNERS, LLC                  | \$255.00                                  | \$190.00                               | \$155.00                        | \$100.00                               | \$45.00                                                 |
| MGT OF AMERICA CONSULTING, LLC          | \$275.00                                  | \$225.00                               | \$185.00                        | \$145.00                               | \$65.00                                                 |
| MORGANFRANKLIN CONSULTING, LLC          | \$250.00                                  | \$175.00                               | \$135.00                        | \$101.00                               | \$28.00                                                 |
| NTT DATA STATE HEALTH CONSULTING, LLC   | \$250.00                                  | \$225.00                               | \$175.00                        | \$150.00                               | \$120.00                                                |
| PROCOM CONSULTING, INC.                 | \$200.00                                  | \$175.00                               | \$100.00                        | \$80.00                                | \$20.00                                                 |
| PUBLIC CONSULTING GROUP LLC             | \$295.00                                  | \$275.00                               | \$230.00                        | \$180.00                               | \$115.00                                                |
| RSM US LLP                              | \$250.00                                  | \$225.00                               | \$185.00                        | \$135.00                               | \$110.00                                                |
| SLALOM, LLC                             | \$224.62                                  | \$203.73                               | \$182.83                        | \$161.94                               | \$141.04                                                |
| STRATEGIC IT ALIGNMENT GROUP, LLC       | \$200.00                                  | \$150.00                               | \$105.00                        | \$80.00                                | \$39.00                                                 |
| TEKSYSTEMS GLOBAL SERVICES, LLC         | \$229.00                                  | \$160.00                               | \$128.00                        | \$95.00                                | \$47.00                                                 |
| TELAFORCE, LLC                          | \$225.00                                  | \$180.00                               | \$125.00                        | \$115.00                               | \$75.00                                                 |
| THE BALMORAL GROUP, LLC                 | \$260.00                                  | \$150.00                               | \$100.00                        | \$80.00                                | \$60.00                                                 |
| THE NORTH HIGHLAND COMPANY LLC          | \$242.00                                  | \$195.00                               | \$175.00                        | \$135.00                               | \$0.00                                                  |
| THOMAS HOWELL FERGUSON P.A.             | \$246.00                                  | \$169.00                               | \$148.00                        | \$126.00                               | \$79.00                                                 |
| TIDAL BASIN GOVERNMENT CONSULTING, LLC  | \$265.00                                  | \$205.00                               | \$195.00                        | \$165.00                               | \$65.00                                                 |
| TRANSPRO CONSULTING, LLC                | \$200.00                                  | \$175.00                               | \$150.00                        | \$105.00                               | \$20.00                                                 |
| WALTER R. McDONALD & ASSOCIATES, INC.   | \$245.00                                  | \$160.00                               | \$144.00                        | \$99.00                                | \$45.00                                                 |
| WHEELER EMERGENCY MANAGEMENT CONSULTING | \$225.00                                  | \$160.00                               | \$140.00                        | \$120.00                               | \$50.00                                                 |

**EXHIBIT "B"**  
**SCOPE OF WORK/CONTRACTOR'S PROPOSAL RESPONSE TO**  
**THE CITY'S REQUEST FOR QUOTE**



## Tolbert, Joyce

---

**From:** David Jahosky <djahosky@govserv.com>  
**Sent:** Wednesday, October 6, 2021 1:34 PM  
**To:** Tolbert, Joyce  
**Cc:** Joseph Sheets; Tammy Peters  
**Subject:** RE: City of Ocoee Request for Quote for ARPA Funding Consulting Services  
**Attachments:** Proposal To Serve The City of Ocoee.pdf

Good Afternoon,

We formally submit our response to the Request For Quote for the City of Ocoee. We are confident in our team's extensive experience managing Federal grants and our recent project experience assisting clients with their respective American Rescue Plans. That knowledge, augmented by our local presence in Central Florida, will allow us to assist the City of Ocoee in implementing a plan that does more than rescues Ocoee – it brings about economic resiliency for many years to come.

We look forward to hearing your feedback. Please reach out with any questions you may have.

Best Regards,

David G. Jahosky, Vice President  
Government Services Group, Inc.

Phone 407-629-6900 Mobile 407-383-9642

Web [https://link.edgepilot.com/s/9e371423/Y-zMY7r7l0ubw4geWjN\\_Yg?u=http://www.weservegovernments.com/](https://link.edgepilot.com/s/9e371423/Y-zMY7r7l0ubw4geWjN_Yg?u=http://www.weservegovernments.com/)

Email [djahosky@govserv.com](mailto:djahosky@govserv.com)

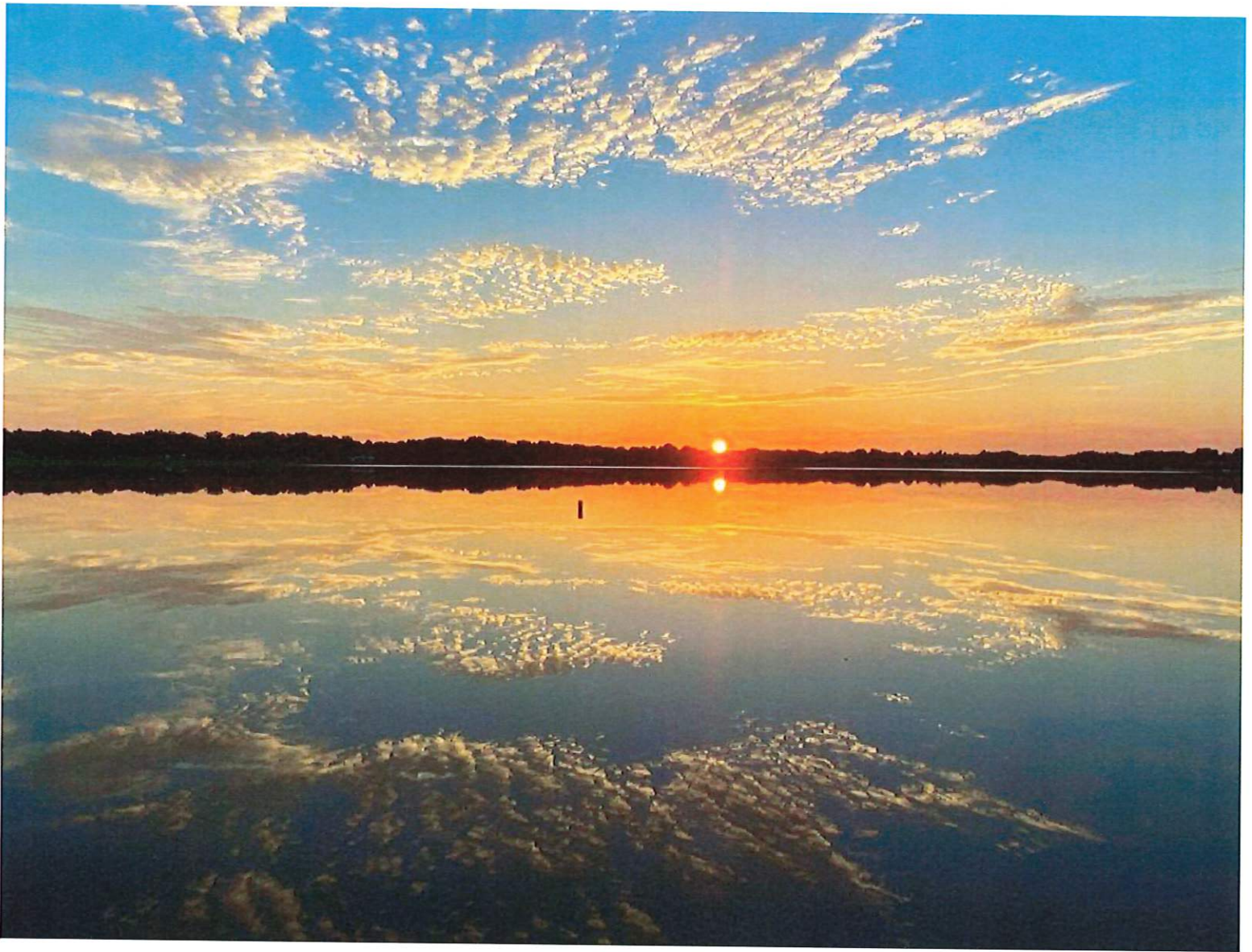
280 Wekiva Springs Road, Suite 2070, Longwood, FL 32779

**From:** Tolbert, Joyce <jtolbert@ci.ocoe.fl.us>  
**Sent:** Monday, October 4, 2021 12:05 PM  
**To:** David Jahosky <djahosky@govserv.com>  
**Subject:** RE: City of Ocoee Request for Quote for ARPA Funding Consulting Services

Good afternoon,

Please see the following answers to questions received on this Request for Quote:

- Will these services be performed onsite or remotely? If remotely, do you anticipate that any in-person meetings might be required during the course of the engagement? – Remotely, however we anticipate a few onsite meetings with the management. The firm will also have to present to the City Commission in person about the project list and implementation strategy for the ARPA funds.
- What are the following steps in the selection process? Do you anticipate that oral presentations will be a part of the selection process? If so, when might those be? – No oral presentation. The City's management will review the quotes and make a decision upon reviewing the information included in the quotes.
- When will this contract be awarded and what is the desired start date? – We plan to review and award the contract by end of October, 2021. We would like to start as soon as possible on Phase 1.



# The City of Ocoee, FL

## ARPA Funding Consulting Services

Wednesday, October 6, 2021

Submitted by: GOVERNMENT SERVICES GROUP, INC  
280 Wekiva Springs Rd, Suite 2070  
Longwood, FL 32779  
407-629-6900  
[www.WeServeGovernments.com](http://www.WeServeGovernments.com)



GOVERNMENT SERVICES GROUP, INC.  
[WeServeGovernments.com](http://WeServeGovernments.com)



# TABLE OF CONTENTS

|                                                                                                 |    |
|-------------------------------------------------------------------------------------------------|----|
| COVER LETTER .....                                                                              |    |
| FIRM QUALIFICATIONS.....                                                                        | 1  |
| VAST FLORIDA LOCAL GOVERNMENT EXPERIENCE.....                                                   | 1  |
| SPECIALIZED SERVICES.....                                                                       | 1  |
| EXPERIENCED PROFESSIONALS .....                                                                 | 2  |
| OUR TEAM'S EXPERIENCE AND DIFFERENTIATORS.....                                                  | 2  |
| REPRESENTATIVE PROJECT EXPERIENCE .....                                                         | 3  |
| NASSAU COUNTY, FLORIDA PROSPERITY PLAN - LOCAL APPLICATION OF THE AMERICAN RESCUE PLAN ACT..... | 3  |
| VARIOUS MUNICIPAL CLIENTS AMERICAN RESCUE PLAN ACT SERVICES.....                                | 4  |
| NASSAU COUNTY, FLORIDA CARES ACT SERVICES .....                                                 | 5  |
| JEFFERSON COUNTY, FLORIDA CARES ACT SERVICES .....                                              | 6  |
| DEMONSTRATED EXPERIENCE .....                                                                   | 7  |
| DEVELOP PRIORITIES.....                                                                         | 7  |
| COLLABORATIVE APPROACH .....                                                                    | 7  |
| OUR LOCAL TEAM, LOCALLY FOCUSED .....                                                           | 7  |
| EXPERIENCED TEAM RESOURCES.....                                                                 | 7  |
| KEY TEAM MEMBERS .....                                                                          | 7  |
| COMMUNICATIONS PLAN .....                                                                       | 10 |
| PROJECT UNDERSTANDING .....                                                                     | 11 |
| KEY TEAM MEMBERS EXPERIENCE MATRIX .....                                                        | 11 |
| GSG UNDERSTANDS THE AMERICAN RESCUE PLAN .....                                                  | 14 |
| ANTICIPATED DISBURSEMENT TIMELINE AND WORKPLAN .....                                            | 16 |
| ALIGNING OCOEE'S PRIORITIES TO THE ARPA .....                                                   | 17 |
| TASKS TO MEET WORK PLAN .....                                                                   | 18 |
| TASK 1. FUNDING NEEDS ANALYSIS AND STRATEGIC APPROACH: .....                                    | 18 |
| TASK 2. FUNDING OPPORTUNITY RESEARCH AND ANALYSIS: .....                                        | 18 |
| TASK 3. GRANTS TECHNICAL SUPPORT .....                                                          | 18 |
| TASK 4. GRANT MANAGEMENT.....                                                                   | 19 |
| TASK 5. GRANTS REPORTING .....                                                                  | 19 |
| PROJECT SCHEDULE.....                                                                           | 20 |
| PRICE.....                                                                                      | 21 |





GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

# COVER LETTER

October 6, 2021

The Selection Committee  
City of Ocoee  
Purchasing Department  
150 N. Lakeshore Drive  
Ocoee, FL 34761

**Re: American Rescue Plan Act Funding Consulting Services, RFQ**

To the Selection Committee:

Government Services Group, Inc. (GSG) is pleased to submit our response to the City of Ocoee's Request for Quotation, American Rescue Plan Act Implementation. GSG has successfully delivered comparable services to over 160 Florida municipalities. GSG is currently assisting more than 15 Florida local governments with their American Rescue Plan initiatives.

Over the past twelve months, our Team has assisted five counties in managing their respective CARES Act programs. GSG is currently providing American Rescue Plan services to several cities in Florida, comparable to the services outlined in your RFQ. Collectively, these programs provided millions in individual, business, non-profit assistance and numerous services mitigating the pandemic. We have read your RFQ, and we are confident that we can offer exceptional services to the City of Ocoee.

Our local Team brings the right experience, qualifications, background, and philosophy in conducting this service for the City. We have highlighted a few of the Team's prior accomplishments, including:

- Developing American Rescue Plan Needs Assessment Reports identifying spending priorities by U.S. Treasury expense category, geographic/census tract area, and aligning to locally adopted capital improvement programs for over **\$150 million** in combined local government initiatives.
- Grants Management of over **\$25 million** in CARES Act program funding to 10 counties from June 2020 to February 2021.
- Strategies and roadmaps for driving improvements with recommendations in implementing program enhancements, program staffing needs, or service alternatives.
- Assisted hundreds of government policymakers and managers with improving their respective Agency's management, organizational structure, and operations.

**Corporate  
Headquarters**

1500 Mahan Drive, Suite 250  
Tallahassee, Florida 32308  
T 850-681-3717 | F 850-224-7206  
Toll-Free 866-896-4747

**Longwood  
Office**

280 Wekiva Springs Road  
Protegrity Plaza, Suite 2070  
Longwood, Florida 32779  
T 407-629-6900 | F 407-629-6963



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

Our Team has over 70 combined years of experience delivering high-quality services to Florida clients. Our Project Manager, David Jahosky, has over 25 years of experience in grants management, project administration, cost optimization, and revenue maximization studies. He has worked with over 100 local government clients nationally and numerous clients in the State of Florida.

GSG has successfully delivered multiple projects to the local governments since 1996. GSG is committed to providing high-quality services, meeting the project timeframe and deliverables, and working to exceed your expectations. We know the benefits of a successful project because we have delivered on our commitments to other government agencies. We will bring this approach and leverage our successful track record to the City of Ocoee.

We pride ourselves on being able to provide quality professional services in both an efficient and cost-effective manner. GSG ensures that our clients are satisfied and that the services we deliver are on time and within the prescribed budget. We have the requisite knowledge and expertise to complete the services outlined in the RFQ.

Our American Rescue Plan team currently operates from our Longwood Office and is excited for the opportunity to serve a community so close to our homes. We are confident that we can provide the high level of service learned through helping local governments throughout Florida while allowing our decades of local experiences to help create a plan that will be uniquely Ocoee's.

We would like to extend our sincere appreciation for your consideration of this proposal response. We look forward to working with the City of Ocoee. Should you have any questions or concerns, please do not hesitate to contact me at 407-383-9642 or email at [djahosky@govserv.com](mailto:djahosky@govserv.com).

Sincerely,



David G. Jahosky  
Vice President

# FIRM QUALIFICATIONS

## VAST FLORIDA LOCAL GOVERNMENT EXPERIENCE

### The GSG Advantage

- ✓ Proven Experience
- ✓ Value and Integrity
- ✓ Commitment to Quality
- ✓ Successful Track Record
- ✓ Problem-Solving Attitude

GSG has vast experience in evaluating state and local government's unique and dynamic characteristics and providing options for reviewing and funding vital state and local government services. GSG develops tailored, solution-based strategies to successfully address our government clients' specific financial, operational, and governance problems.

Our firm provides various services, including disaster recovery, grant management, construction management, capital project administration, and program administration. We support our clients with expertise in the following areas:

- American Rescue Plan,
- CARES Act,
- FEMA, and
- CDBG-DR

Our services include:

- eligibility determination,
- project management,
- appeals preparation,
- grant management,
- financial recovery,
- financial and project progress reporting,
- insurance reconciliation,
- grant monitoring and compliance,
- grant closure,
- negotiation, and
- appeals.

## SPECIALIZED SERVICES

GSG has perfected its grant management capabilities, regulatory requirements, special assessments, and data management, offering deliverables tailored to each specific client's needs. GSG specializes in management support services in capital program management, utility operations, capital financing, bond issue compliance, contractual performance oversight, financial administration, governmental accounting, utility customer service, billing services, and city and county property services. GSG has delivered high-value accounting services to local



governments and served as the manager for multiple community development districts. GSG has tackled the successful transition of numerous troubled water and sewer utility systems to high-quality, modern, municipal-standard, customer-friendly operations on behalf of local government partners. GSG has designed and implemented innovative public service delivery alternatives and effective governance solutions with policymakers, public executives, and stakeholders. GSG's work in capital project management and civic engagements has received state and national recognition.



## EXPERIENCED PROFESSIONALS

GSG's 60 Team members have prepared hundreds of city, county, special district, and state cost optimization or recovery studies in the United States. GSG has advised government officials to interpret and use federal and state guidelines to identify efficiencies and increased cost recovery opportunities. GSG has worked with various agencies in the development and updating of their billing mechanisms. Engagements included:

- assessing current operations to determine strengths and weaknesses,
- defining service offerings,
- determining appropriate allocation methodologies,
- developing utilization forecasts, and
- implementing planning.

These studies recommended adjusting the rate or billing structures to recover the allowable costs within applicable local, state, and federal guidelines. GSG has produced federally compliant cost recovery plans utilizing standard cost allocation principles based on total cost and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

## OUR TEAM'S EXPERIENCE AND DIFFERENTIATORS

Our Team's diverse experience brings a full suite of complementary skills to the City. Our Team has worked together on multiple CARES Act Projects. We have provided these services, whether it assists a client with eligibility determination, developing sub-recipient agreements, grants monitoring, reporting, or working with the City's external auditor on Single Audit compliance requests.

Clients select us because we bring objectivity and insight to complex, real-world issues. ***We understand public sector motives and private sector methods.*** Local Governments demand leading practices and practical solutions, which our Team brings to the table through our deep understanding and working experience in the public sector. Our Team includes those who have served in and for C-level executive financial management positions within State and local governments. Our highly experienced Team offers a unique perspective because we have worked in government and the private sector for large and small entities. Not only

have we been in our client's shoes, but we have also been in their communities and neighborhoods.

## REPRESENTATIVE PROJECT EXPERIENCE

The following ongoing engagements demonstrate the extent of the Team's success in providing a variety of similar services to Florida governments:



### NASSAU COUNTY, FLORIDA PROSPERITY PLAN - LOCAL APPLICATION OF THE AMERICAN RESCUE PLAN ACT

#### *Program Development, Eligibility Determination, Individual and Small Business Assistance, Grants Management and Compliance Services*

Nassau County retained GSG in April 2021 to help develop the County's Prosperity Plan - the local application of the American Rescue Plan Act. Nassau's Prosperity Plan is an opportunity to leverage federal dollars to propel the greater community forward by expanding and diversifying the local economy, creating a more resilient economic ecosystem, facilitating an equitable opportunity for wealth creation, and creating lasting public value. The Nassau County Prosperity Plan is constructed around five overarching priorities that are interrelated and additive – each builds one upon the other to create a whole greater than the sum of the parts.

- Strategic Investment in Infrastructure
- Strategic Investment in Local Business Incubation, Development and Acceleration
- Strategic Investment in Revenue Stabilization and Diversification
- Strategic Investment in Leveraging State/Federal Programs and Liaison Services/Technical Assistance for Non-profit Partners and Community Organizations
- Strategic Investment in Economic Uncertainty

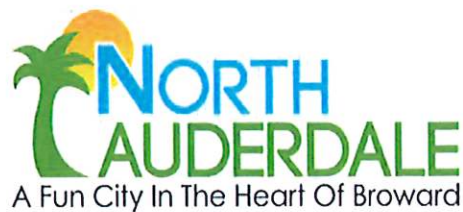
Since guidance from the U.S. Treasury is forthcoming this summer, the Board of County Commissioners adopted the Nassau Florida Prosperity Plan to provide the guiding framework for developing specific strategic initiatives, projects, and programs aligned with the American Rescue Plan. No individual project, program, or initiative will be executed until the County Manager returns with a further developed Nassau Florida Prosperity Plan that allocates ARPA for the Board's consideration.

**Contact:** Taco A. Pope, County Manager  
Nassau County Board of County Commissioners  
96135 Nassau Place  
Yulee, FL 32097  
904-530-6010  
[tpope@nassaucoountyfl.com](mailto:tpope@nassaucoountyfl.com)



## VARIOUS MUNICIPAL CLIENTS AMERICAN RESCUE PLAN ACT SERVICES

The following local governments have retained GSG to provide American Rescue Plan services similar in scope to the services outlined in the City's Request for Proposal. Local Government Clients Include:







## NASSAU COUNTY, FLORIDA CARES ACT SERVICES

### *Program Development, Eligibility Determination, Individual and Small Business Assistance, Grants Management and Compliance Services*

Nassau County retained GSG to administer the County's CARES Act program. GSG worked closely with representatives from the Florida Division of Emergency Management (FDEM) and Nassau County in developing a CARES Act Program based on eligible and reimbursable expenditures that complied with Section 5001 of the CARES Act. Working with the County and FDEM, GSG provided the following services:

- Developed eligibility criteria for allowable programs or services, pre-award eligibility determination, allowable cost or service review, application review to prevent duplication of benefits.
- Developed consistent documentation requirements compliant to U.S. Treasury guidance, FDEM requirements, County policy, Clerk of the Court's financial policies, and external audit requirements are according to single audit provisions as well as application provisions promulgated in 2CFR200.
- Ongoing grants management.
- Development of post-award compliance checklist and documentation retention.

As part of the County's CARES Act Program, GSG administered assistance to individuals, small businesses, and non-profit organizations affected by the COVID-19 pandemic. FDEM and GSG allocated Nassau County \$15.6 million assisted the County in securing the total allocated funds. The County allotted over \$4.5 million for the individual, small business, and non-profit assistance programs. The County distributed payments to qualified individuals, businesses, and non-profit organizations within four months. GSG quickly, effectively, and safely assembled a team to work on-site at the County. To accomplish these tasks, the GSG team had to develop new processes and procedures, navigate complex solutions, and coordinate activities across multiple levels of County government and FDEM. GSG leveraged its understanding of working with the local government and Florida Division of Emergency Management to meet required deadlines.

#### **Contact:**

Taco A. Pope, County Manager  
Nassau County Board of County Commissioners  
96135 Nassau Place  
Yulee, FL 32097  
904-530-6010  
tpope@nassaucoountyfl.com



## JEFFERSON COUNTY, FLORIDA CARES ACT SERVICES

### *Program Development, Eligibility Determination, Individual and Small Business Assistance, Grants Management and Compliance Services*

Jefferson County retained GSG in September 2020 to administer the County's Coronavirus Aid, Relief, and Economic Security Act (CARES Act) program. GSG worked closely with representatives from the Florida Division of Emergency Management (FDEM) and Jefferson County in developing a CARES Act Program based on eligible and reimbursable expenditures that complied with Section 5001 of the CARES Act. Working with the County and FDEM, GSG provided the following services:

- Development of eligibility criteria for allowable programs or services,
- Pre-Award eligibility determination,
- Allowable cost or service review,
- Application review to prevent duplication of benefits (Individuals and Non-Profit and Small Business)
- Development of consistent documentation requirements compliant to U.S. Treasury guidance, FDEM requirements, County policy, Clerk of the Court's financial policies, and external audit requirements are under single audit provisions as well as application provisions promulgated in 2CFR200.
- Ongoing grants management and development of post-award compliance checklist and documentation retention

As part of the County's CARES Act Program, GSG administered assistance to individuals, small businesses, and non-profit organizations affected by the COVID-19 pandemic. FDEM allocated Jefferson County \$2.7 million, and GSG assisted the County in securing the allocated funds. The County allotted over \$1.3 million for the individual, small business, and non-profit assistance programs. The County issued payments to qualified individuals, businesses, and non-profit organizations within four months. GSG quickly, effectively, and safely assembled a team to work on-site at the County. To accomplish these tasks, the GSG team had to develop new processes and procedures, navigate complex solutions, and coordinate activities across multiple levels of County government and FDEM. GSG leveraged its understanding of working with the local government and Florida Division of Emergency Management to meet required deadlines.

#### **Contact:**

The Honorable Kirk Reams, Clerk of Court  
Jefferson County Clerk of Courts  
460 W. Walnut Street  
Monticello, FL 32344  
(850) 997-2185  
[kreams@jeffersonclerk.com](mailto:kreams@jeffersonclerk.com)





## DEMONSTRATED EXPERIENCE

- Successfully managed over \$25 million in CARES Act Funding
- Successfully managed hundreds of local government projects



## DEVELOP PRIORITIES

- We work with the City to develop its initial American Rescue Plan Priority List
- Provide observations and recommendations on the priority list based on prior CARES Act and ARP project experience



## COLLABORATIVE APPROACH

- Our Team works with the City's Team to implement your American Rescue Plan Priority List
- Ongoing technical guidance and proactive updates to keep the City apprised of changing program requirements



# OUR LOCAL TEAM, LOCALLY FOCUSED

## EXPERIENCED TEAM RESOURCES

Our Team is local, which means we understand local needs. Our American Rescue Plan Team operates from our Longwood office, giving us the resources and knowledge we need to serve our Central Florida clients best. The GSG team does not just offer advice to governments; our staff has served many different levels in government service, so we understand the unique and ongoing challenges every government faces. We are in the private sector, so we look for places where our Team Members can leverage our experiences to drive success for our clients.

Our project team members have vast experience in working with local governments. We have assisted hundreds of local government policymakers and managers with improving their respective policing agencies' management, organizational structure, and operations. We have provided sound financial and cost-based analysis, feasible solutions and assisted in implementing program enhancements, staffing needs, or service alternatives. We assembled the project team specifically for this opportunity.

## KEY TEAM MEMBERS

Our Team has vast experience in evaluating the unique and dynamic characteristics of the local government and providing options for reviewing and funding vital local government services. We believe that the combination of our relevant project experience and the qualifications of our personnel allows our Team to:

- develop better solution-based strategies, and
- tailor specific solutions to address financial, operational, and governance problems faced by the local government.

As such, we believe our Team brings together the best options, alternatives, and innovative solutions in government grants management, project management, grants monitoring, and reporting.

We are proud to provide the Team below, and we are confident that we can successfully deliver the services requested by the City. We specifically assembled the project team for this opportunity.





***David G. Jahosky, Vice President Government Services Group, Inc.***

For this project's success, we offer the City our top local government grants operations and management expert, David Jahosky. David has over 25 years of experience working with local governments in the State of Florida. David has successfully delivered over 200 government engagements since 1994.

Before joining GSG in July 2017, David spent almost 14 years at KPMG and eight years at DMG-MAXIMUS, providing high-quality services to state and local government clients. At GSG, David oversees both the Government and Community Services Divisions. David brings highly specialized experience helping local governments become more efficient and focused on staffing analysis to program and infrastructure funding and accounting. David has provided clients with services from cost optimization and revenue recovery to grant compliance and performance audits.

David's experience supporting local governments qualifies him to facilitate community services, including disaster recovery, neighborhood stabilization, revitalization, and economic development.

- Oversight and management of the project team working with Florida's Executive Office of the Governor on natural disaster recovery efforts that impacted many local governments. Supervising the grants management and financial validation consultants who primarily support state and local governments seeking FEMA Disaster Response reimbursements—served as the Engagement Managing Director for CARES Act, FEMA, and CDBG, or grants administration services for several Florida government clients.
- David served as the Regional Engagement Director for over 40 performance audits of entities awarded grants from the U.S. Department of Energy (DOE) under the American Recovery and Reinvestment Act.
- While working at a "Big Four" Accounting Firm, David led the team review of sub-recipient file reviews of compliance with duplication of benefits analysis requirements under the CDBG Disaster Recovery programs for homeowner housing rehabilitation activities. The analysis included a review and documentation of available information for nearly 2000 individual applications in over 19 sub-recipient locations throughout the State of Florida. The Team's effort provided supporting documentation that helped the Agency negotiate and reduce its disallowance from over \$50 million to less than \$1 million.



***Chris Polischuck, Senior Advisor, Government Services Group, Inc.***

Chris has been serving public sector entities exclusively for 35 years, helping them meet the challenges they face in serving the public— achieving regulatory compliance, improving operations and performance, and enhancing accountability and reporting. Chris has extensive experience in government client service delivery and project management at all levels of government. Chris's current and past clients include large state agencies,

some of the largest U.S. cities and counties, public transit agencies, and the Federal government. Chris has considerable experience leading and coordinating government advisory engagements. He has led hundreds of projects assisting governments with regulatory and contractual compliance monitoring, service operations and performance analysis, and grant management.

Chris worked in state and local government before consulting, specializing in financial and operations management. Chris has delivered presentations focusing on grants and contract compliance and monitoring to various statewide associations, including the Florida Department of Economic Opportunity, the Florida Association of Court Clerks, and the Florida Governmental Finance Officers' Association (FGFOA). He has also delivered grant compliance presentations to the U.S. Human Services Finance Officers Association and GFOAs in Alaska, Texas, Michigan, and Ohio. Chris was also appointed as a National Instructor in the KPMG Advisory Services Business School. Chris holds a bachelor's degree in Business Administration (B.S.) and a master's degree in Public Administration (M.A.) from Ohio State University.



***Joseph Sheets, MBA. Senior Consultant, Government Services Group, Inc***

Joseph serves as a Senior Consultant as a part of the Government Services Division, specializing in applying the American Rescue Plan. As a Senior Consultant, he is responsible for working closely with the Vice President to ensure the success of all workstreams in the American Rescue Plan Team. As the Project Lead for several American Rescue Plan clients, Joseph has helped create Standard Operating Procedures for project eligibility determinations, risk mitigation, and revenue loss analysis. His understanding of the American Rescue Plan and its complexities has helped clients maximize their usage of funds, mitigate potential clawback exposure, and create communications plans for their staff and communities.

Joseph served in the private sector for 12 years, innovating dynamic solutions to modern business challenges. As a transformative leader for a private firm with over \$600 million in revenue, he helped create new strategies in operational efficiency, supply chain, logistics, price optimization, market strategy, and project management. He designed and implemented new market strategies across many parts of Florida, helping businesses understand and cater to local markets more effectively. His skills in supply chain management established lasting procedures and protocols that maximized savings at every cost center. His level of engagement with both vendors and clients helped create a culture of exemplary client service. Joseph holds a Bachelor's of Science and a Master's in Business Administration (MBA), both from the University of Central Florida



***Holly Vera, Consultant, Government Services Group, Inc.***

Holly Vera is a Consultant in the Government Services Division at Government Services Group, Inc. As a Consultant, Holly is responsible for working with the Project Manager to deliver services on projects assigned. Holly actively supports the Team working with Florida's Executive Office of the Governor on natural disaster recovery efforts that impacted many local governments throughout Florida—supervising the grants management and financial



validation consultants who primarily support state and local governments seeking FEMA Disaster Response reimbursements.

She has served as the Project Lead and supports the Project Manager for the CARES Act, FEMA reimbursement and, grants administration services for several Florida government clients, including Taylor County, Nassau County, and the Florida Department of Corrections. She was a vital member of the project team, assisting hundreds of applicants with CARES Act grant applications in several Florida Counties to provide small business owners and residents with utility, rent, and mortgage assistance. She managed, monitored, and controlled project work; created a process for receiving, reviewing, and approving applications, eligibility determination, eligibility verification, and payment authorization, in addition to developing advertising materials and techniques to generate a higher turnout of applications for CARES. She holds a Bachelor of Science in Communication and Digital Media Production. She is currently completing her Master's in Public Interest Media and Communication and has a Graduate Certificate in Project Management from Florida State University.



## COMMUNICATIONS PLAN

As part of our project management philosophy, our Team utilizes effective communications management to keep our stakeholders informed of the project's status. Our Team routines provide executive-level briefings to:

- Client's Executive Management Team
- Formal Presentations to Boards, Councils, or Commissions
- Informal Elected Official Briefings
- Written and verbal project status reports

GSG and the City coordinate to create the Communications Plan. We provide the following technical assistance at the direction of our clients:

- Call Center Assistance
- Intergovernmental Communication Assistance, Outreach Programs/Town Hall Meetings
- Press Releases, Public Information Request Response
- Social Media Posts
- Website Updates

Our Team is prepared and ready to assist the City in the communications and outreach of the American Rescue Plan to implement the program successfully.



# PROJECT UNDERSTANDING

*It's not only the experience of the firm that is important, it's the experience of the Project Team.*

We structured our project team with our most experienced resources to provide the City with immediate access to the best possible technical expertise. A successful project entails having the right staff – right when you need them. We are proud of the accomplishments our Team has provided our clients, and we are confident that we can successfully deliver the services requested by the City. Based on our understanding of the requested services outlined in the RFQ, we have illustrated our Team Members' capabilities to accomplish the City's requirements. There will be additional support staff assigned to the project as needed for the duration of the engagement.

## TEAM MEMBERS EXPERIENCE MATRIX

| Description of Team Member Experience or Attribute                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | David Jahosky | Chris Polischuck | Joseph Sheets | Holly Vera | Chris Curington | Kristin Plews |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|---------------|------------|-----------------|---------------|
| Requirements Specified in the RFP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |                  |               |            |                 |               |
| <p>A. Advise and oversee fund administration and will work with, City staff and City Council by accurately researching and determining the eligibility of fund expenditure per Final Rule, Uniform Guidance, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds issued by the U.S. Treasury, guidance provided by the Florida Department of Emergency Management, the Award Terms and Conditions, and other applicable sources. Including:</p> <ol style="list-style-type: none"> <li>1. Equal Employment Opportunity requirements;</li> <li>2. Davis Bacon Act (40 USC §§ 3141-3148);</li> <li>3. Anti-Kickback Act (40 USC § 3145);</li> <li>4. Contract Work Hours and Safety Standards (40 USC §§ 3701-3708);</li> <li>5. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401);</li> <li>6. Clean Air Act (42 USC §§ 7401-7671q) and Water Pollution Control Act (33 USC §§ 1251-1387);</li> <li>7. Debarment and Suspension (Executive Orders 12549 and 12689);</li> <li>8. Byrd Anti-Lobbying Amendment (31 USC § 1352);</li> <li>9. Procurement of recovered materials (2 CFR § 200.323) (pursuant to section 6002 of the EPA's Solid Waste Disposal Act);</li> <li>10. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216); and</li> <li>11. Domestic preferences for procurements (2 CFR § 200.322).</li> </ol> | ✓             | ✓                | ✓             | ✓          | ✓               | ✓             |
| B. Review City budgets and work closely with City staff and officials to identify COVID-19 related lost revenues.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ✓             | ✓                | ✓             | ✓          | ✓               | ✓             |



| Description of Team Member Experience or Attribute                                                                                                                                                                                                                                                                                                                                                                                                | David Jahosky | Chris Polischuck | Joseph Sheets | Holly Vera | Chris Curington | Kristin Plews |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|---------------|------------|-----------------|---------------|
| Consultant will provide budget reports and reimbursement recommendations to City staff and officials.                                                                                                                                                                                                                                                                                                                                             |               |                  |               |            |                 |               |
| C. Review the City's Master Plan, Capital Improvement Plan, and other comprehensive plans to identify projects and activities that may be eligible for ARPA funding per Final Rule, Uniform Guidance, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds issued by the U.S. Treasury, guidance provided by the Florida Department of Emergency Management, the Award Terms and Conditions, and other applicable sources. | ✓             | ✓                | ✓             | ✓          | ✓               | ✓             |
| D. Provide a recommendation to the City Council regarding determination guidelines, project specifics, and project budgets.                                                                                                                                                                                                                                                                                                                       | ✓             | ✓                | ✓             | ✓          | ✓               |               |
| E. May attend City Council Meetings and meetings with staff regarding implementation of project plans and funding allocation.                                                                                                                                                                                                                                                                                                                     | ✓             | ✓                | ✓             | ✓          | ✓               | ✓             |
| F. May draft local rules, policies and procedures, program specifications, and guidelines for funding plans as directed by City Council.                                                                                                                                                                                                                                                                                                          | ✓             | ✓                | ✓             | ✓          | ✓               |               |
| G. Meet with federal representatives or state representatives as requested to discuss the City's COVID-19 related costs and expenditures.                                                                                                                                                                                                                                                                                                         | ✓             | ✓                | ✓             | ✓          | ✓               |               |
| H. Assist the City in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.                                                                                                                                                                                                                                              | ✓             | ✓                | ✓             | ✓          | ✓               |               |
| I. Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.                                                                                                                                                                                                                                                                                                                             | ✓             | ✓                | ✓             | ✓          | ✓               | ✓             |
| J. Assist in tracking all documentation submitted to the cognizant agency                                                                                                                                                                                                                                                                                                                                                                         | ✓             | ✓                | ✓             | ✓          | ✓               | ✓             |
| K. Maintain records of all the documentation provided by the City submitted to any outside agency for reimbursement and provide the City with said copies.                                                                                                                                                                                                                                                                                        | ✓             | ✓                | ✓             | ✓          | ✓               | ✓             |
| L. Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports. Evaluate City departmental timesheets for eligibility and audit timesheets against existing payroll records. Prepare a final submission for U.S. Inspector General Review.                                                                   | ✓             | ✓                | ✓             | ✓          | ✓               |               |
| M. Assist with developing closeout strategies and procedures for the City and assist the City with implementing those strategies and practices.                                                                                                                                                                                                                                                                                                   | ✓             | ✓                | ✓             | ✓          | ✓               |               |
| N. Assist with responding to any requests for audit information by any source and assist with preparing responses to any audit.                                                                                                                                                                                                                                                                                                                   | ✓             | ✓                | ✓             | ✓          | ✓               |               |
| O. Use generally recognized accounting principles in carrying out any of the services according to the contract.                                                                                                                                                                                                                                                                                                                                  | ✓             | ✓                | ✓             | ✓          | ✓               | ✓             |

| Description of Team Member Experience or Attribute                                                                                                                                                                                   | David Jahosky | Chris Polischuck | Joseph Sheets | Holly Vera | Chris Curington | Kristin Plews |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|---------------|------------|-----------------|---------------|
| P. Provide miscellaneous services not otherwise described but which the City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by the City. | ✓             | ✓                | ✓             | ✓          | ✓               | ✓             |
| Q. Provide the City with a final report summarizing the total reimbursement requested, total expenditures by Project Worksheet, and any exceptional circumstances.                                                                   | ✓             | ✓                | ✓             | ✓          | ✓               |               |
| R. Provide technical assistance with developing, promoting, and maintaining public-facing web-based portals to publish information                                                                                                   | ✓             | ✓                | ✓             | ✓          | ✓               |               |
| S. Provide technical assistance with developing, promoting, and maintaining a secured web-based portal to collect sub-recipient information and documentation to substantiate their request for reimbursement under the CSLFRF.      | ✓             | ✓                | ✓             | ✓          |                 |               |
| T. As needed, provide and present comprehensive financial reports and analysis to present to the City Commission and/or Committees                                                                                                   | ✓             | ✓                | ✓             | ✓          | ✓               | ✓             |
| U. Work with the City's external auditors, who represent the City as Compliance Officers, for the City's Single Audit Reports                                                                                                        | ✓             | ✓                | ✓             | ✓          | ✓               |               |



# GSG UNDERSTANDS THE AMERICAN RESCUE PLAN

Recently, Anser Advisory announced the launch of the website [FederalDollars.com](https://FederalDollars.com). Created in collaboration with GSG, the goal of [FederalDollars.com](https://FederalDollars.com) is to serve as a comprehensive resource for governmental agencies, communities, and organizations regarding the American Rescue Plan. At its core, [FederalDollars.com](https://FederalDollars.com) will aggregate the extensive media coverage and bespoke thought leadership content to support policy understanding and implementation of American Rescue Plan dollars.

Through the launch of [FederalDollars.com](https://FederalDollars.com), Anser aims to increase access to information, best practices and offer support from as agencies go forward with ARP implementation.

The Team behind the site at Anser Advisory took the initiative to establish the hub as a leader in the American Rescue Plan roll-out, driven by the acknowledgment that ARP is a once-in-a-generation opportunity. The American Rescue Plan can shape a significant step in addressing the nation's crumbling infrastructure, positively impacting society and driving community benefits.

The American Rescue Plan Act of 2021 (HR 1319) is a \$1.9 trillion bill that intends to fuel nationwide recovery from the economic impacts of the pandemic. This aid dedicates a significant portion to infrastructure improvements; however, the Plan is fragmented. As funds flow through existing funding channels to governments at State and local levels, many recipients are not experienced in managing this level of federal involvement. In reality, federal dollars come with extensive strings (and red tape) attached. Beyond compliance with federal rules, the opportunity to stretch federal dollars across more initiatives and projects creates a significant need for education and support to enable a more expansive community and positive societal impact.

The timing of guidance is predicated on the Act itself that stipulates the U.S. Treasury will disburse payments in two (2) installments, or "tranches." Below are a couple of main points from the American Rescue Plan:

**1. Payment of Funds:** All counties and cities with populations over 50,000 ("metropolitan cities") are defined as units of general local government (which includes political subdivisions) shall receive direct payments from Treasury. Smaller cities ("non-entitlement units of local government") with populations under 50,000 shall receive the State's allocations. Per the U.S. Treasury Guidance of May 10, 2021, metropolitan cities and county government will receive two payments:

- 50% starting in May 2021, and
- Balance delivered approximately 12 months later.



WE ARE HAPPY  
TO ANNOUNCE

GSG IS COLLABORATING  
WITH ANSER ADVISORY  
IN PROVIDING THOUGHT  
LEADERSHIP AROUND THE  
AMERICAN RESCUE PLAN



DO YOU  
UNDERSTAND  
WHERE YOUR  
FEDERAL  
DOLLARS GO?

Our nationwide team members are rolling up their sleeves ready to make the American Rescue Plan a reality. Our purpose-built hub [FederalDollars.com](https://FederalDollars.com) provides a unique resource for agencies, communities, and organizations aggregating over 9,000 media articles and leading thought leadership on best practices, policy, and other guidance that enhances the potential benefits of ARP.

Read the full Press Release  
<https://lnkd.in/gdYicUj>

ANSER G S G  
ADVISORY



**2. Use of Funds:** As illustrated below, several permitted uses of the ARP Funds are outlined in the Interim Final Rule. Funds must be from the period of March 3, 2021, through December 31, 2024.



**Support Public Health Expenditures**



**Address Negative Economic Impacts**



**Replace Lost Public Sector Revenue**

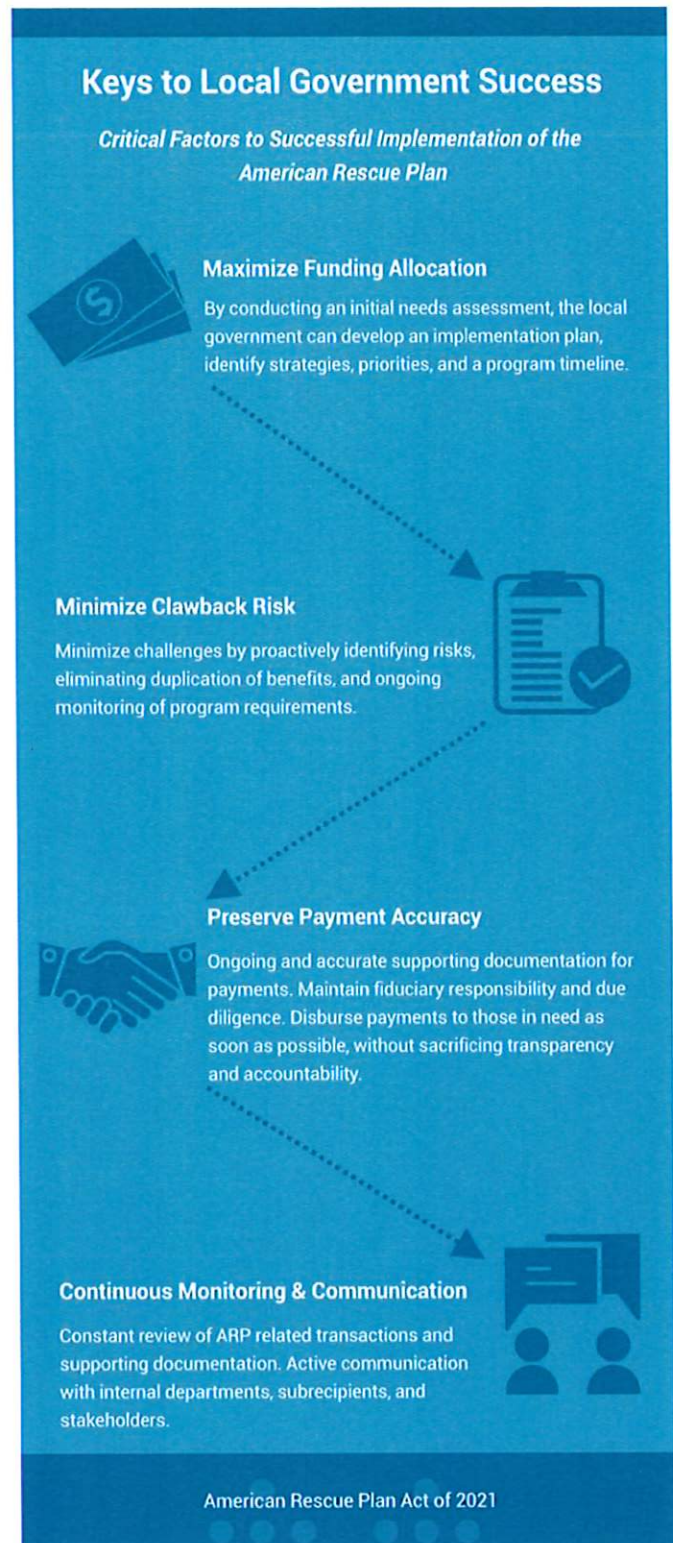


**Premium Pay for Essential Workers**



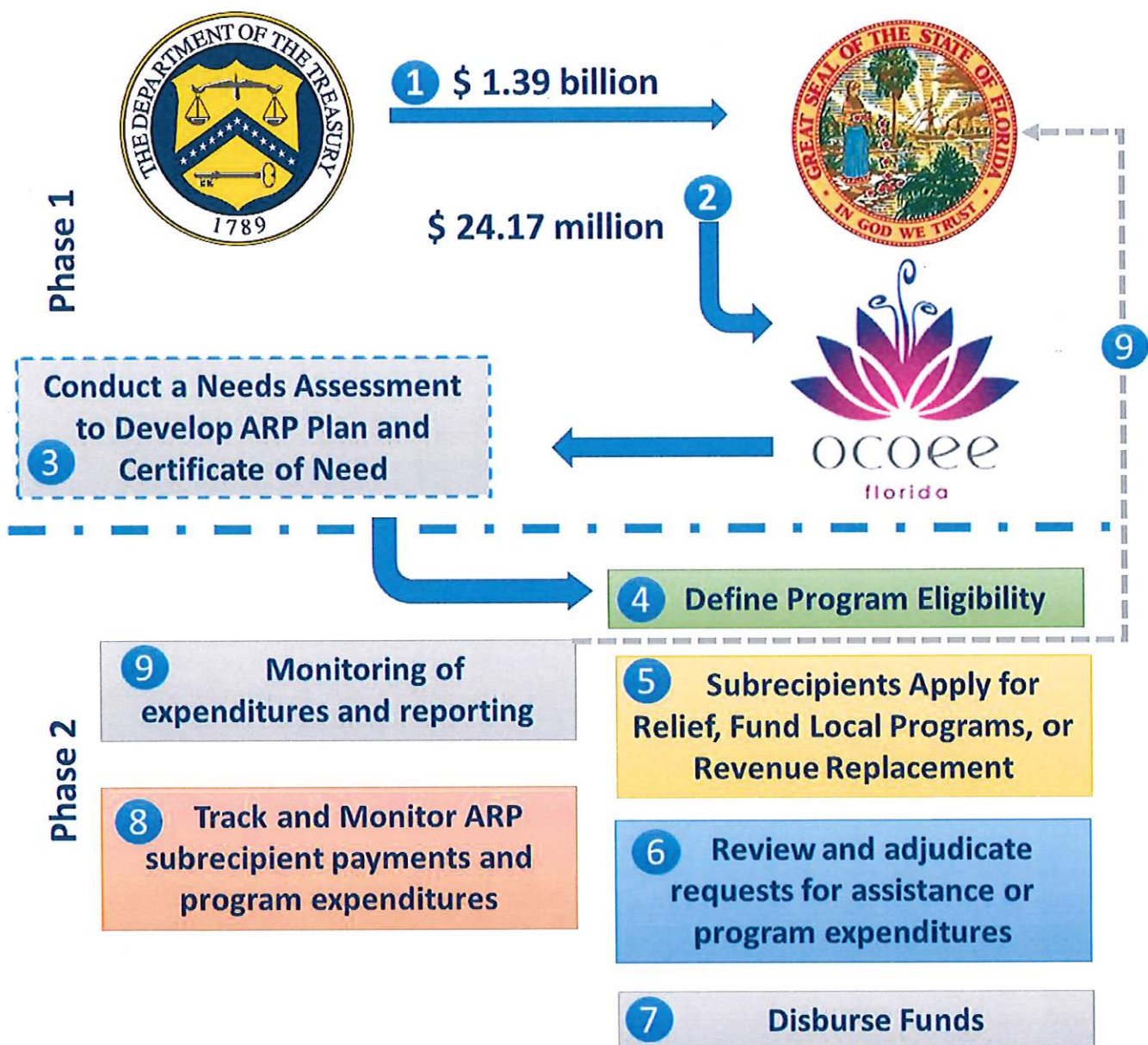
**Infrastructure Investments**

GSG believes there are four (4) keys to a successful engagement. These keys to success are outlined in the adjacent chart.



# ANTICIPATED DISBURSEMENT TIMELINE AND WORKPLAN

The chart below illustrates the anticipated flow of funds from the U.S. Treasury to Florida and then the City. The project phases and the proposed work plan steps are as follows.





# ALIGNING OCOEE'S PRIORITIES TO THE ARPA

*"Despite these unprecedented times, it remains constant that our work together over the past 18 years has laid the groundwork for us to work within the constraints of a continued health crisis while growing our tax base, enhancing quality of life, and providing services. I look forward to our continued commitment to ensuring that Ocoee is a center of good living."*

- Robert D. Frank, MPA City Manager

The American Rescue Plan provides a once-in-a-lifetime opportunity for communities across the United States. GSG recognizes this opportunity, starting with an overview of relevant budget documents, Capital Improvement Plans, and Comprehensive Annual Financial Reports. Aligning the long-term priorities with the solutions to short-term challenges can help the funds reach the projects that need the most assistance now. GSG works diligently to secure funding for the projects that matter most.

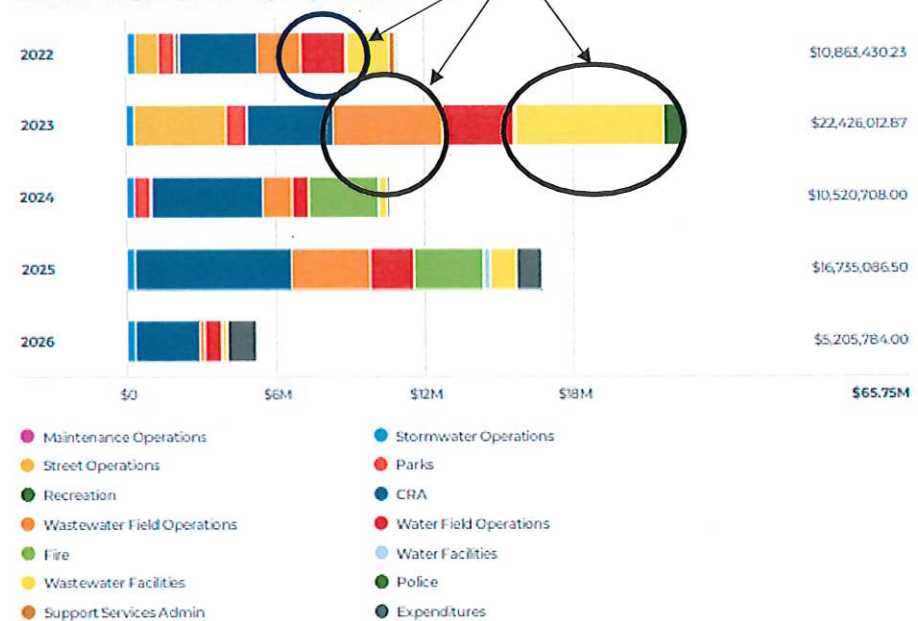


**Total Capital Requested**  
**\$65,751,022**

104 Capital Improvement Projects

**Potential ARP Eligible Funding**

Total Funding Requested by Department



# TASKS TO MEET WORK PLAN

*A successful project entails having the right staff – right when you need them.*

We structured our project team with our most experienced resources to provide the City with immediate access to the best possible technical expertise. A successful project entails having the right staff – right when you need them. We are proud of the accomplishments our Team has provided our clients, and we are confident that we can successfully deliver the services requested by the City. Based on our experience in creating successful ARP Plans, we have illustrated our step-by-step process to accomplish the City's requirements. There will be additional support staff assigned to the project as needed for the duration of the engagement.

---

## TASK 1. FUNDING NEEDS ANALYSIS AND STRATEGIC APPROACH:

- Conduct kickoff meeting(s) to identify trends, services needed, and issues that may impact the usage of American Rescue Plan dollars.
- Analyze City documents, approved budgets, Capital Improvement Plans, and Comprehensive Annual Financial Reports to assess funding needs independently.
- Utilize strategic outreach to City staff, City Council, and other stakeholders to intake relevant information regarding community needs.
- Through meetings with all involved stakeholders, compile a master list of projects proposed by City staff.

---

## TASK 2. FUNDING OPPORTUNITY RESEARCH AND ANALYSIS:

- Use the American Rescue Plan Interim Final Rule analysis to determine initial eligibility risk factors on proposed projects.
- Synthesize risk factor determination, priority designations given by City staff, and independent studies to create draft needs assessment.
- Present Draft Needs Assessment to City staff and City Council for stakeholder feedback.
- Refine feedback to create Final Needs Assessment to establish a cohesive framework for American Rescue Plan Funds usage.

---

## TASK 3. GRANTS TECHNICAL SUPPORT

- Define sub-recipient program eligibilities.
- Establish procedures for preventing duplication of benefits.



- 
- Provide advice to the City about accounting and compliance procedures related to federal grants.
  - Provide guidance, technical, and administrative assistance in the implementation of assistance programs.
- 

## **TASK 4. GRANT MANAGEMENT**

---

- Support as required to meet all stated deadlines to satisfy ARP Act of 2021 required timelines to recover full reimbursement.
  - Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.
  - Track all documentation submitted to the Cognizant Agency
  - Assist with developing closeout strategies and procedures for the City and assist the City with implementing those strategies and practices.
  - Respond to any requests for audit information by any source and assist with preparing responses to any audit.
  - Provide the City with a final report summarizing the total reimbursement requested, total expenditures by Project Worksheet, and any exceptional circumstances.
  - As needed, provide and present comprehensive financial reports and analysis to present to the City Council or Committees.
  - Work with the City's external auditors, who represent the City as Compliance Officers, for the City's Single Audit Reports.
  - As requested, meet with federal or state representatives to discuss the City's COVID-19 related costs and expenditures.
- 

## **TASK 5. GRANTS REPORTING**

---

- Assist the City in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.
  - Maintain records of all the documentation provided by the City submitted to any outside agency for reimbursement and provide the City with said copies.
  - Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports. Evaluate City departmental timesheets for eligibility and audit timesheets against existing payroll records. Prepare a final submission for U.S. Inspector General Review.
  - Use generally recognized accounting principles in carrying out any of the services according to the contract.
  - Provide miscellaneous services not otherwise described but which the City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by the City.
  - Provide technical assistance with developing, promoting, and maintaining public-facing web-based portals to publish information
  - Provide technical assistance with developing, promoting, and maintaining a secured web-based portal to collect sub-recipient information and documentation to substantiate their request for reimbursement under the CSLFRF.
-





# PROJECT SCHEDULE

The City may claim ARP Funds eligible costs incurred from March 3, 2021, through December 31, 2024. Our Team is prepared to assist the City within ten days of receiving a Notice to Proceed. We anticipate the project timeline will be as follows:

**Phase One:** October to December 2021

**Phase Two:** January 2022 to March 2025.

We have proposed the end date for 90 days after the eligibility period to submit final documentation to the City's cognizant Agency and close out the ARP grant.

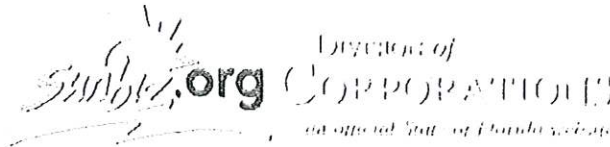
# PRICE

We believe that Phase One enables the Team and the City better to understand program needs concerning the City's strategic priorities and create a road map for the program. Work in Phase One will influence the level of staffing, level of effort, and the cost of Phase Two. We would be happy to discuss our approach to fees for Phase Two and how services and level of effort may match the need to implement the program road map. Please note that per the *Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions* dated July 14, 2021, the costs of our professional services would be considered an allowable cost against the allotment of the City by the U.S. Treasury.

The table below provides additional detail by personnel for estimated hours and hourly rates for the project duration. We are pleased to offer a competitive rate to the City of Ocoee based on the proximity to our Longwood location. GSG understands that the level of effort for Phase Two may need to be revisited and can be the subject of discussion based on the outcome of Phase One.

| Description                                  | Principal<br>\$250 | Senior<br>Consultant<br>\$185 | Consultant<br>\$150 | Junior<br>Consultant<br>\$115 | Total<br>Hours | Total<br>Fees    |
|----------------------------------------------|--------------------|-------------------------------|---------------------|-------------------------------|----------------|------------------|
| <b>Phase One (Sep 21- Oct 21)</b>            |                    |                               |                     |                               |                |                  |
| 1. Initiation                                | 4                  | 4                             | 4                   | 4                             | 16             | \$2,800          |
| 2. Needs Assessment                          | 32                 | 80                            | 88                  | 88                            | 288            | \$46,120         |
| <b>Sub Total - Phase 1</b>                   | <b>36</b>          | <b>84</b>                     | <b>92</b>           | <b>92</b>                     | <b>304</b>     | <b>\$48,920</b>  |
| <b>Phase Two (Nov 21 - Mar 25)</b>           |                    |                               |                     |                               |                |                  |
| 3. Funding Opportunity Research and Analysis | 96                 | 124                           | 124                 | 140                           | 484            | \$81,640         |
| 4. Grants Technical Support                  | 104                | 136                           | 200                 | 232                           | 672            | \$107,840        |
| 5. Grants Management and Compliance          | 88                 | 124                           | 144                 | 144                           | 500            | \$83,100         |
| 6. Grants Reporting                          | 104                | 136                           | 208                 | 232                           | 680            | \$109,040        |
| <b>Sub Total - Phase 2</b>                   | <b>392</b>         | <b>520</b>                    | <b>676</b>          | <b>748</b>                    | <b>2,336</b>   | <b>\$381,620</b> |
| <b>Total Hours &amp; Fees Phases 1 and 2</b> | <b>428</b>         | <b>604</b>                    | <b>768</b>          | <b>840</b>                    | <b>2,640</b>   | <b>\$430,540</b> |
| Project Expenses                             |                    |                               |                     |                               |                | \$15,000         |
| <b>Total Estimated Project Total</b>         |                    |                               |                     |                               |                | <b>\$445,540</b> |

The fee for Phase One includes travel expenses for on-site visits to the City and out-of-pocket expenses. Expenses for Phase Two and additional on-site meetings for Phase One will be billed per section 112.061, Florida Statutes. If necessary, instead of on-site visits, periodic telephone conference calls or "WebEx" type meetings may be scheduled to discuss project status.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

GOVERNMENT SERVICES GROUP, INC.

### Filing Information

Document Number P96000104587  
FEI/EIN Number 59-3419105  
Date Filed 12/31/1996  
State FL  
Status ACTIVE  
Last Event AMENDED AND RESTATED ARTICLES  
Event Date Filed 03/10/2015  
Event Effective Date NONE

### Principal Address

1500 MAHAN DR.  
SUITE 250  
TALLAHASSEE, FL 32308

Changed: 08/11/2005

### Mailing Address

1500 MAHAN DR.  
SUITE 250  
TALLAHASSEE, FL 32308

Changed: 08/11/2005

### Registered Agent Name & Address

LINDSAY, KATHY E  
1500 MAHAN DRIVE STE 250  
TALLAHASSEE, FL 32308

Name Changed: 03/14/2007

Address Changed: 03/14/2007

### Officer/Director Detail

#### Name & Address

Title Director, President



SHEETS, ROBERT E  
1500 MAHAN DRIVE STE 250  
TALLAHASSEE, FL 32308

Title VP

Spratt, Stephen M  
280 Wekiva Springs Road, Suite 2000  
Longwood, FL 32779

Title Secretary, Treasurer, CFO

Lindsay, Kathy E  
1500 MAHAN DR.  
SUITE 250  
TALLAHASSEE, FL 32308

Title Vice President

Jahosky, David G  
1500 MAHAN DR.  
SUITE 250  
TALLAHASSEE, FL 32308

### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2019        | 01/28/2019 |
| 2020        | 01/27/2020 |
| 2021        | 01/14/2021 |

### Document Images

|                                                             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| <a href="#">01/14/2021 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">01/27/2020 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">01/28/2019 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">01/15/2018 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">01/23/2017 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">02/09/2016 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">03/10/2015 -- Amended and Restated Articles</a> | <a href="#">View image in PDF format</a> |
| <a href="#">03/06/2015 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">01/21/2014 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">01/03/2013 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">01/09/2012 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">03/09/2011 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">02/18/2010 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">03/23/2009 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">02/20/2008 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">03/14/2007 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">01/27/2006 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |

|                                                             |                                          |
|-------------------------------------------------------------|------------------------------------------|
| <a href="#">01/04/2005 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">01/15/2004 -- Amended and Restated Articles</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/14/2004 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">01/23/2003 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">03/07/2002 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">04/10/2001 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">04/17/2000 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">02/24/1999 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">01/23/1998 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">04/17/1997 -- ANNUAL REPORT</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">12/31/1996 -- Domestic Profit Articles</a>      | <a href="#">View image in PDF format</a> |
| <a href="#">12/31/1996 -- DOCUMENTS PRIOR TO 1997</a>       | <a href="#">View image in PDF format</a> |

Florida Department of State, Division of Corporations

**EXHIBIT "C"**  
**CITY REQUEST FOR QUOTE DATED SEPTEMBER 22, 2021**



**Tolbert, Joyce**

---

**From:** Tolbert, Joyce  
**Sent:** Wednesday, September 22, 2021 3:54 PM  
**To:** 'djahosky@govserv.com'  
**Subject:** City of Ocoee Request for Quote for ARPA Funding Consulting Services

GOVERNMENT SERVICES GROUP, INC.:

The City of Ocoee requests a Quote for ARPA Funding Consulting Services in accordance with the State of Florida DMS Contract #80101500-20-1 for Management Consulting Services for the Comprehensive Grants Management category. The City will receive \$24,172,588 through the American Rescue Plan Act. The City will contract with a consultant uniquely qualified to assist the City in meeting the complex requirements of ARPA. Responses are due via email, in a single PDF file less than 20 mb, to [jtoltbert@ocoee.org](mailto:jtoltbert@ocoee.org) no later than Wednesday, October 6, 2021 at 5:30 p.m.

The Scope of Services involves two phases; Respondent shall submit a cost estimate and timeframe for Phase 1 only.

Phase 1 includes understanding/planning for the initiation of funds (explanation to the City on the eligible uses of ARPA funds), sufficiency review of the project list, developing a roadmap and comprehensive program, and preparing recommendations and an implementation strategy to present to the City Commission.

Respondents shall submit a cost estimate and timeframe for this phase:

- Provide a not to exceed lump sum amount and an estimated blended rate and hours for Phase 1; all rates should be based upon the above referenced State of Florida DMS contract.
- Provide a timeframe in which your firm would be able to commence service after contract execution by the City.
- Provide a list of other governmental agencies your firm is currently engaged with for these services.
- Provide experience, including licenses or certification information, for the Project Manager and Project Team assigned to this contract.

Phase 2 includes staff assistance in implementation, procurement, administration, and Federal reporting requirements for the comprehensive program. The cost and timeframe for this phase will be negotiated during Phase 1, once the consultant has gained an understanding of the nature of the work and effort necessary.

*The City reserves the right to award the contract for Phase 1 and/or Phase 2 to the Respondent which, in the City's sole discretion, is in the best interest of the City. The successful Respondent will be required to execute the City's contract to piggyback the State of Florida DMS contract. The successful Respondent will be required to provide an Insurance Certificate to the City, naming the City as an additional insured.*

Should there be any questions regarding the above Request for Quote, please email [jtoltbert@ocoee.org](mailto:jtoltbert@ocoee.org) no later than Wednesday, September 29, 2021 at 12:00 p.m.

Best regards,

*Joyce Tolbert, CPPB*  
Procurement Manager

## AMENDMENT TO AGREEMENT FOR ARPA FUNDING CONSULTING SERVICES

THIS AMENDMENT (“Amendment”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF OCOEE, a Florida municipal corporation, whose address is 1 N. Bluford Avenue, Ocoee, FL 34761 (“City”), and ANSER ADVISORY CONSULTING, LLC (“Contractor” or “Consultant”), a Delaware limited liability company authorized to do business in the State of Florida whose address is 2677 N. Main Street, Suite 400, Santa Ana, CA 92705; hereinafter referred to as the “Parties”.

**WHEREAS** the Parties entered into the Contract which became effective on November 16, 2021, for the provision of ARPA Funding Consulting Services; and

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in the Contract Documents; and

**WHEREAS** the Parties agree to renew the Contract; and

**WHEREAS** City desires for Consultant to continue to provide ARPA Funding Consulting Services and Consultant agrees to continue to provide these services.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract Documents, the Parties agree as follows:

### **Contract Amendments:**

- I. Contract Extension.** The Contract is amended to extend the Contract for a period of three years, until February 29, 2027, and until the City has met all reporting requirements of the ARPA grant.
- II. Contract Exhibits.** The Contract is amended to add the following Exhibits D-L:  
Exhibit D – Byrd Anti-Lobbying Amendment Certification  
Exhibit E – SAM.GOV Registration Information  
Exhibit F – Bid Conflict of Interest Disclosure  
Exhibit G – Non-Collusion Affidavit  
Exhibit H – Contractor E-Verify Affidavit  
Exhibit I – Certification of Nonsegregated Facilities  
Exhibit J – Drug-Free Workplace Certification  
Exhibit K – Certification Regarding Scrutinized Companies List  
Exhibit L – Certification of Nondiscriminatory Labor Practices
- III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.
- IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.
- V. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so to bind the respective party.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives to become effective on the day and year first written above.

ATTEST:

Sammy Peters  
Witness

APPROVED:

ANSER ADVISORY CONSULTING, LLC

BY: Corey Burbach

PRINT NAME: Corey Burbach

TITLE: Senior Vice President

(SEAL)

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:

CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

FOR USE AND RELIANCE ONLY BY  
THE CITY OF OCOEE, FLORIDA.  
APPROVED AS TO FORM AND LEGALITY  
this \_\_\_ day of \_\_\_\_\_, 2024.

FISHBACK DOMINICK

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

APPROVED BY THE OCOEE CITY  
COMMISSION AT A MEETING HELD ON  
\_\_\_\_\_ UNDER AGENDA ITEM \_\_\_\_.



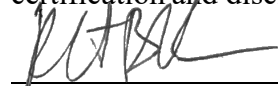
**EXHIBIT “D”**  
**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

The undersigned, [Company] Anser Advisory Consulting, LLC 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.

Contractor, Anser Advisory Consulting, LLC, 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

Corey Burbach, Senior Vice President  
\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

03/29/2024  
\_\_\_\_\_  
Date

**EXHIBIT “E”**  
**SAM.GOV REGISTRATION INFORMATION**

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: Anser Advisory Consulting, LLC

Unique Entity ID (UEI) number: CZGKBBW1ZV41

CAGE Code: 95B27

Physical Address: 529 E Crown Point Road, Suite 170  
Ocoee, Florida 34761

Expiration date of Registration: February 28, 2025



**EXHIBIT "F"**  
**BID CONFLICT OF INTEREST DISCLOSURE FORM**

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. Bidder must disclose: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, City Consultant(s) 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 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 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.

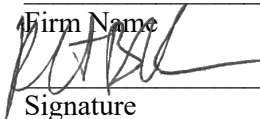
Please check one of the following statements and attach additional documentation if necessary:

  X   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:

Anser Advisory Consulting, LLC

Firm Name  
  
Signature

Corey Burback, Senior Vice President  
Name and Title (Print or Type)

03/29/2024  
Date



**EXHIBIT "G"**  
**NON-COLLUSION AFFIDAVIT**

STATE OF Florida )

COUNTY OF Leon )

Corey Burbach, being first duly sworn deposes and says:

1. He (it) is the Senior Vice President  
(Owner, Partner, Office, Representative or Agent)  
of Anser Advisory Consulting, LLC, 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: [Signature]

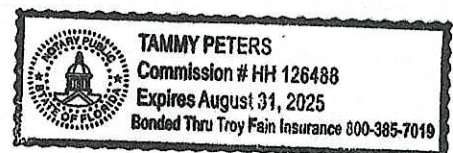
Title: Senior Vice President

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or

☐ online notarization, this 29 day of March, 2024, by Corey Burbach  
in the state of Florida County of LEON.

[Signature]  
Notary Public

My Commission Expires: August 31, 2025

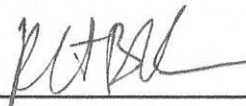


**EXHIBIT "H"**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Anser Advisory Consulting, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

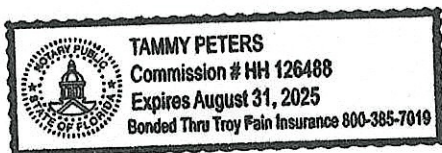
A true and correct copy of Anser Advisory Consulting, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

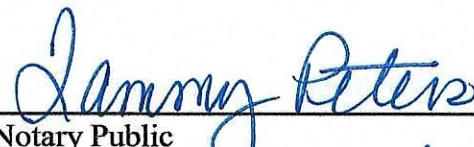
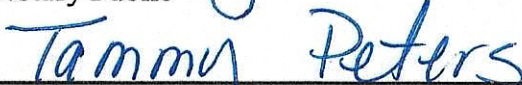
  
\_\_\_\_\_  
Signature  
Print: Corey Burbach  
Date: 03/29/2024

STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this March 29, 2024 (date) by Corey Burbach (name of officer or agent, title of officer or agent) of Anser Advisory Consulting, LLC (name of contractor company acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]



  
\_\_\_\_\_  
Notary Public  
  
\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: August 31, 2025

**EXHIBIT "I"**  
**CERTIFICATION OF NONSEGREGATED FACILITIES**

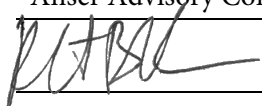
Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further 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. The 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.

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 are incorporated herein.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date March 29, 2024, 20  .

Anser Advisory Consulting, LLC  
\_\_\_\_\_  
By:   
\_\_\_\_\_  
Senior Vice President  
(Title)

Official Address (including Zip Code):

529 E Crown Point Road, Suite

Ocoee, Florida 34761



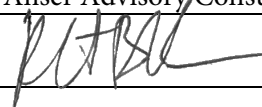
**EXHIBIT "J"**  
**DRUG-FREE WORKPLACE CERTIFICATION**

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: Anser Advisory Consulting, LLC.

Signed: 

By: Corey Burbach  
(Print or Type Name)

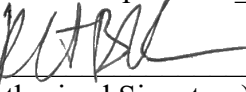
Title: Senior Vice President

Date: 03/29/2024

**EXHIBIT “K”**  
**Certification Regarding Scrutinized Companies’ Lists**

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.

Name of Respondent: Corey Burbach

By:   
(Authorized Signature)

Title: Senior Vice President

Date: 03/29/2024

**EXHIBIT "L"**  
**CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES**

This certification relates to a 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 X I 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 X I 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 March 29, 2024. By: \_\_\_\_\_

(Signature of Authorized Official)

Anser Advisory Consulting, LLC.  
(Name of Construction Contractor or Subcontractor)

529 E Crown Point Road, Suite 170, Ocoee, Florida 34761  
(Address of Construction Contractor or Subcontractor)

(407) 629-6900  
(Telephone Number)

54-2078311  
(Employer Identification No.)





Meeting Date: April 16, 2024  
Item #: 6

Contact Name: Vincent Ogburn  
Contact Number: Ext. 3038

Department Director: Vincent Ogburn  
City Manager: Robert Frank

**Subject: Approval of Memorandum of Agreement For Participating Orlando/Orange Urban Area Security Initiative Agencies. (Acting Police Chief Ogburn)**

**Background Summary:**

The State of Florida, Division of Emergency Management (FDEM) is providing financial assistance to the Orlando/Orange Urban Area (O/OUA) for \$3,610,000.00 (\$3,800,000.00 less the 5% State Management and Administration) through the FY 2023 Urban Area Security Initiative (hereinafter referred to as UASI). The Orange County Sheriff's Office is the Recipient of the O/OUA UASI Grant Program. The Division requires that the urban areas selected for funding take a regional metropolitan area approach to developing and implementing the UASI Grant Program, which involves core cities, core counties, contiguous jurisdictions, mutual aid partners, and state agencies. The Urban Area has been defined as the City of Orlando, Orange, Seminole, Lake, and Osceola Counties. The Orange County Sheriff's Office wishes to work with the O/OUA Participants through the Urban Area Working Group process to enhance the O/OUA and its surrounding jurisdiction's ability to prevent, protect against, respond to, and recover from acts of terrorism or any other manmade or natural disaster.

**Issue:**

Should the Honorable Mayor and City Commissioners approve the 2023 Memorandum of Agreement for Participating in the Orlando/Orange Urban Area Security Initiative Agencies Grant Program with the Orange County Sheriff's Office for the Orlando/Orange Urban Area?

**Recommendations:**

Staff recommends that the Honorable Mayor and the City Commissioners approve the 2023 Memorandum of Agreement for Participating in the Orlando/Orange Urban Area Security Initiative Agencies Grant Program.

**Attachments:**

1. 2023 Orlando-Orange UASI MOA

**Financial Impacts:**

There is no financial impact on the City of Ocoee.

**Type of Item:** Consent

**2023 MEMORANDUM OF AGREEMENT**  
**FOR PARTICIPATING ORLANDO/ORANGE**  
**URBAN AREA SECURITY INITIATIVE AGENCIES**

This Memorandum of Agreement (hereinafter referred to as MOA) is entered into this 25 day of March, 2024, by and between the Orange County Sheriff's Office (hereinafter referred to as OCSO), a political subdivision of the State of Florida, and Orange, Seminole, Lake, and Osceola Counties, political subdivisions of the State of Florida; all other participating counties and cities (listed in the attached appendices) of the State of Florida, collectively known as the Orlando/Orange Urban Area (hereinafter referred to as O/OUA) Participants.

**RECITALS**

WHEREAS, the State of Florida, Division of Emergency Management (FDEM) (hereinafter referred to as the Division) is providing financial assistance to the O/OUA in the amount \$3,610,000.00 dollars (\$3,800,000.00 less the 5% State Management and Administration) through the FY 2023 Urban Area Security Initiative (hereinafter referred to as UASI);

WHEREAS, the OCSO is the Recipient for the O/OUA UASI Grant Program;

WHEREAS, as the Division requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies;

WHEREAS, the Urban Area has been defined as the City of Orlando, Orange, Seminole, Lake, and Osceola Counties;

WHEREAS, the OCSO wishes to work with the O/OUA Participants through the Urban Area Working Group process to enhance the O/OUA and its surrounding jurisdiction's ability to prevent, protect against, respond to, and recover from acts of terrorism, or any other manmade or natural disaster; and

WHEREAS, on or about the 25 of March, 2024, the OCSO entered into an agreement with the Division for a Federally Funded Sub grant Agreement, #R0881; CFDA Number 97.067.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

## **I. PURPOSE**

- A. This Agreement delineates responsibilities of the OCSO and the O/OUA Participants for activities under the FY 2023 UASI Grant Program, by the Division.
- B. This Agreement serves as the Scope of Work among all Participants and the OCSO.

## **II. SCOPE**

- A. The provisions of this Agreement apply to FY 2023 UASI activities to be performed at the request of the Division, provided at the option of the OCSO, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.
- B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Recipient Agency in performing local and state functions.

## **III. DEFINITIONS**

- A. Critical Infrastructure: Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.
- B. Core City: A city at the center of a metropolitan area.
- C. Core County: The county within which the core city is geographically located.
- D. Urban Area Security Initiative (UASI) Grant Program: The UASI Grant Program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these Areas in building and sustaining capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism, all hazards or man-made disasters.
- E. National Incident Management System (NIMS): The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, non-governmental organizations, and



private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.

- F. Urban Area Working Group (UAWG): The UAWG is responsible for coordinating the development and implementation of all program initiatives. The UAWG may also support the State's efforts to develop the Stakeholder Preparedness Review, particularly as it relates to UASI activities.
- G. Orlando/Orange Urban Area (O/OUA) Administrator: The (O/OUA) Administrator shall be the Orange County Sheriff's Office.
- H. Urban Area: An Urban Area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.
- I. Stakeholder Preparedness Review (SPR): The SPR is a self-assessment of a jurisdiction's current capability levels against the targets identified in the Threat and Hazard Identification and Risk Assessment (THIRA).
- J. Threat and Hazard Identification and Risk Assessment (THIRA): The THIRA is a three-step risk assessment process to help communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps as part of the SPR.
- K. Florida Division of Emergency Management (FDEM): The non-Federal pass-through entity that provides a subaward to a sub-recipient to carry out part of a Federal program.

#### **IV. OCSO SHALL BE RESPONSIBLE FOR:**

- A. Providing an administrative department within the OCSO authorized to carry out the herein agreed upon responsibilities of this MOA.
- B. Ensuring the participation of the following critical stakeholders in the UASI THIRA, UASI SPR, and strategy development process: law enforcement, emergency medical services, emergency

management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

- C. Complying with the requirements of the 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: [2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- D. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- E. Complying with all grant agreement requirements and/or special conditions.
- F. Submitting required programmatic and financial reports.

**V. THE O/OUA PARTICIPANTS SHALL BE RESPONSIBLE FOR:**

- A. Providing personnel who will act as the main liaison (the project manager) and partner with the OCSO, authorized to carry out the herein agreed upon responsibilities of the MOA.
- B. Tracking of their grant purchased federally funded assets via their respective internal inventory control system and attach the provided 2023 UASI inventory tag to 2023 UASI grant purchased equipment. Note: For reconciliation purposes, OCSO as Recipient will maintain and manage a grant-wide database for all federally funded assets purchased under this contract.
- C. Submitting budget detail worksheets to include approved modifications for direct purchases of equipment or services.
- D. Ensure deliverables and performance are followed on Attachment B when developing and providing quotes for allowable expenditures to OCSO.
- E. Follow Environmental Planning & Historic Preservation (EHP) compliance guidelines on Attachment C, if the project requires an EHP.
- F. Participating as a member of the UAWG to include coordinating with and assisting the O/OUA in conducting a UASI SPR and UASI THIRA, which in turn, will guide development of an Urban Area Homeland Security Strategy.

- G. Ensuring and assisting the participation of the following critical stakeholders in the UASI SPR and UASI THIRA and updating of the O/OUA strategies: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- H. The OCSO and O/OUA participants shall be governed by applicable State and Federal laws, rules and regulations, including those program statutes and regulations identified and outlined in Attachment D.
- I. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- J. Following UASI Grant Project agreement requirements and/or special conditions as provided in the FDEM agreement.
- K. Ensure that equipment obtained from the UASI Grant Program is readily available for use by personnel trained to use such equipment for actual emergencies or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS/FEMA, FDEM, and the O/OUA. If the agency is incapable of staffing the equipment, such equipment shall be made available to another partnering agency for use during any actual emergencies or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the partner agency.
- L. All equipment obtained from the UASI Grant Program is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.
- M. Take affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. [Relevant Vendor Listing Link](#)
- N. Ensuring required NIMS Awareness Course(s) is/are completed by relevant personnel.
- O. Providing a signed document recognizing NIMS in principle and policy.



## **VI. THE OCSO AND THE O/OUA PARTICIPANTS AGREE:**

- A. That funding acquired and identified for the UASI will be administered solely by the OCSO.
- B. The OCSO is not responsible for personnel salaries, benefits, workers compensation or time related issues of any participating agency personnel.
- C. OCSO and O/OUA Participants are subdivisions as defined in Chapter 768.28, Florida Statutes, and each agree to be fully responsible for their respective acts and/or omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any participant to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this MOA or any other contract.
- D. For the purposes of executing the conditions established in this MOA, each O/OUA Participants' point of contact (hereinafter referred to as POC) will be designated by each O/OUA Participant in accordance with their internal policies and procedures. The OCSO or designees will remain the UASI POC. (See Attachment A)
- E. In the event the Division determines that any funds disbursed were not spent in accordance with the conditions of the UASI Grant Agreement, the O/OUA Participant that procured the item(s) in question shall reimburse the OCSO for all such funds within thirty (30) days after being notified of said non-compliance. Notwithstanding the above, no funds shall be directly provided to O/OUA Participants under this Agreement.

## **VII. AUDITS**

- A. The OCSO and O/OUA Participants shall comply with the audit requirement contained in 2 CFR Part 200, Subpart F.
- B. OCSO shall follow Generally Accepted Accounting Principles (GAAP), as defined by 2 CFR §200.49.
- C. When conducting an audit of the OCSO performance under the OCSO and FDEM agreement, FDEM shall use Generally Accepted Government Auditing Standards (GAGAS), as defined by 2 CFR §200.50.

## **VIII. RECORDS**

- A. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the OCSO and O/OUA Participants which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but lasts as long as the records are retained. The O/OUA Participants will also give the OCSO, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.

## **IX. REPORTS**

- A. Programmatic status reports are due within fifteen (15) days after the end of each calendar quarter. The O/OUA Participants (program manager) must submit a programmatic status report before the fifteen (15) days after the end of each calendar quarter.
- B. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the participants.

## **X. CONDITIONS, AMENDMENTS, AND TERMINATION**

- A. The O/OUA Participants will not discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this MOA.
- B. Any provision of this MOA later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOA, and the remainder of the MOA shall remain in full force and effect.
- C. This MOA may be modified or amended only in writing and upon approval of all the parties hereto.

D. This MOA may be terminated by any O/OUA Participant upon thirty (30) days prior written notice to the OCSO and the return of any and all equipment that has been received through the UASI Funding program.

E. This MOA shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior MOA among the O/OUA Participants, written or oral, except for any executor obligations that have not been fulfilled.

F. This MOA may be executed in several parts, each of which shall be considered a valid MOA, provided that each of the O/OUA Participants to the MOA has executed at least one (1) original copy of the MOA and has transmitted copy of the signature page hereof to the other O/OUA Participants.

G. This MOA will end at the conclusion of the stated grant performance period of **September 30, 2025.**

H. Subcontracts: If an O/OUA Participant subcontracts any of the work required under this MOA, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The O/OUA Participants agree to include in the subcontract that (i) the subcontractor is bound by the terms of this MOA, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division, OCSO, and O/OUA Participants harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA, to the extent allowed and required by law. The O/OUA Participants shall document in the quarterly report the subcontractor's progress in performing its work under this MOA.

For each subcontract, the O/OUA Participants shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in 2 CFR §200.321.



**RECIPIENT**

**BY:** \_\_\_\_\_

JOHN W. MINA  
SHERIFF OF ORANGE COUNTY, FLORIDA

**DATE:** \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**  
FOR THE RELIANCE OF THE SHERIFF OF  
ORANGE COUNTY, FLORIDA

**BY:** \_\_\_\_\_

**RECIPIENT ATTORNEY**

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

Signature page for **Orange County, Florida**

PARTICIPATING AGENCY  
**The City of Apopka**, a Municipal  
Corporation of the State of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney



PARTICIPATING AGENCY  
**The City of Clermont**, a Municipal  
Corporation of the State of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney

PARTICIPATING AGENCY  
**The City of Kissimmee**, a Municipal  
Corporation of the State of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney

PARTICIPATING AGENCY  
**The City of Orlando**, a Municipal  
Corporation of the State of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney



PARTICIPATING AGENCY  
**Lake County Sheriff's Office,**  
A Political Subdivision of the State  
of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney

Signature page for **Lake County Sheriff's Office**

PARTICIPATING AGENCY  
**Lake County BCC**, a Political  
Subdivision of the State of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney

Signature page for **Lake County BCC**

**CITY OF OCOEE SIGNATURE PAGE**  
**2023 Memorandum of Agreement**  
**For Participating Orlando/Orange Urban Area Security Initiative Agencies**

**CITY:**

**CITY OF OCOEE, FLORIDA**

By: \_\_\_\_\_  
Rusty Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Sibbitt, City Clerk

(SEAL)

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

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

FISHBACK DOMINICK

By: \_\_\_\_\_  
Richard Geller, City Attorney



PARTICIPATING AGENCY  
**The City of Sanford**, a Municipal  
Corporation of the State of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney

PARTICIPATING AGENCY  
**Osceola County Sheriff's Office,**  
A Political Subdivision of the State  
of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney

PARTICIPATING AGENCY  
**Seminole County Sheriff's Office,**  
A Political Subdivision of the State  
of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney

Signature page for **Seminole County Sheriff's Office**



PARTICIPATING AGENCY  
**Seminole County BCC,**  
A Political Subdivision of the State  
of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney

Signature page for **Seminole County BCC**

PARTICIPATING AGENCY  
**City of St. Cloud**, a Municipal  
Corporation of the State of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney

Signature page for **City of St. Cloud**

PARTICIPATING AGENCY  
**City of Windermere**, a Municipal  
Corporation of the State of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney



PARTICIPATING AGENCY  
**City of Winter Park**, a Municipal  
Corporation of the State of Florida

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Participating Agency Attorney

**Attachment A**  
**Point of Contact**

**Apopka Police Department**

**POC:** Chief Mike McKinley

**Address:** 112 East Sixth Street, Apopka, FL 32703

**Email:** [mmckinley@apopka.net](mailto:mmckinley@apopka.net)

**Clermont Police Department**

**POC:** Chief Charles Broadway

**Address:** 3600 South US Hwy 27, Clermont, FL 34711

**Email :** [cbroadway@clermontfl.org](mailto:cbroadway@clermontfl.org)

**Kissimmee Police Department**

**POC:** Chief Betty Holland

**Address:** 8 North Stewart Avenue, Kissimmee, FL 34741

**Email :** [betty.holland@kissimmee.gov](mailto:betty.holland@kissimmee.gov)

**Lake County Sheriff's Office**

**POC:** Sheriff Peyton C. Grinnell

**Address:** 360 West Ruby Street, Tavares, FL 32778

**Email:** [peyton.grinnell@lcso.org](mailto:peyton.grinnell@lcso.org)

**Lake County Department of Public Safety/Emergency Management Division**

**POC:** Megan Milanese, Director

**Address:** 425 W. Alfred Street, Tavares, FL 32778-7800

**Email:** [mmilanese@lakecountyfl.gov](mailto:mmilanese@lakecountyfl.gov)

**Ocoee Police Department**

**POC:** Acting Chief Vincent Ogburn

**Address:** 646 Ocoee Commerce Parkway, Ocoee, FL 34761

**Email :** [vogburn@ocoe.org](mailto:vogburn@ocoe.org)

**Orlando Police Department**

**POC:** Chief Eric D. Smith

**Address:** 100 South Hughey Avenue, Orlando, FL 32801

**Email:** [eric.smith@cityoforlando.net](mailto:eric.smith@cityoforlando.net)

**Orange County Emergency Management**

**POC:** Chief Lauraleigh Avery, Emergency Manager

**Address:** 6590 Amory Court, Winter Park, FL 32793

**Email:** [Lauraleigh.Avery@ocfl.net](mailto:Lauraleigh.Avery@ocfl.net)

**Osceola County Sheriff's Office**

**POC:** Sheriff Marcos R. Lopez

**Address:** 2601 E. Irlo Bronson Memorial Hwy, Kissimmee, FL 34744

**Email:** [mlopez@osceola.org](mailto:mlopez@osceola.org)

**Sanford Police Department****POC:** Chief Cecil Smith**Address:** 815 Historic Goldsboro Blvd, Sanford, FL 32771**Email :** [cecil.smith@sanfordfl.gov](mailto:cecil.smith@sanfordfl.gov)**Seminole County Sheriff's Office****POC:** Captain Mark Pergola**Address:** 100 Bush Blvd., Sanford, FL 32773**Email:** [mpergola@seminolesheriff.org](mailto:mpergola@seminolesheriff.org)**Seminole County Emergency Management****POC:** Chief Administrator Alan Harris**Address:** 150 Bush Blvd. Sanford, FL 32773-6179**Email:** [aharris@seminolecountyfl.gov](mailto:aharris@seminolecountyfl.gov)**St. Cloud Police Department****POC:** Chief Douglas A. Goerke**Address:** 4700 Neptune Road, St. Cloud, FL 34769**Email:** [douglas.goerke@stcloud.org](mailto:douglas.goerke@stcloud.org)**Windermere Police Department****POC:** Chief Dave Ogden**Address:** 620 Main Street, Windermere, FL 34786**Email :** [dogden@town.windermere.fl.us](mailto:dogden@town.windermere.fl.us)**Winter Park Police Department****POC:** Chief Tim Volkerson**Address:** 500 North Virginia Avenue, Winter Park, FL 32789**Email:** [tvolkerson@cityofwinterpark.org](mailto:tvolkerson@cityofwinterpark.org)



## **Attachment B**

### **Deliverables and Performance**

**State Homeland Security Program (HSGP):** HSGP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

**Planning Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see [http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf) or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

**Organization Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

**Exercise Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the Sub-Recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.llis.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

**Training Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the Sub-Recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://training.fema.gov/>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

**Equipment Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <http://beta.fema.gov/authorized-equipment-list>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

**Attachment C**  
**Environmental Planning & Historic Preservation (EHP) Compliance Guidelines**

**ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES**

The following types of projects are to be submitted to FEMA for compliance review under Federal Environmental Planning and Historic Preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
  - Emergency Operation Centers
  - Security Guard facilities
  - Equipment buildings (such as those accompanying communication towers)
  - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

**EHP DETERMINATION PROCESS**

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the Sub-Recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.
- III. **THE PROJECT MAY NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

**Attachment D**  
**Program Statutes and Regulations**

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications  
2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C.  
3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. §  
1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41  
U.S.C. § 4304 and § 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code





**STAFF REPORT**

Meeting Date: April 16, 2024  
Item #: 7

Contact Name: Alexis Chentouf, Joyce Tolbert  
Contact Number: Ext. 3111, Ext. 1516

Department Director: Rebecca Roberts  
City Manager: Robert Frank

**Subject: Approval to Award Invitation to Bid (ITB) #24-005 Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project. (Procurement Manager Tolbert)**

**Background Summary:** The Project consists of the installation of approximately 4,000 LF of 8" and 6" ductile iron water main and all associated isolation valves, water services, stub-outs, fire hydrants, blow-offs, and connections to existing adjacent water mains, removal and/or grouting; and safe handling and proper disposal of approximately 4,000 LF of 6" asbestos cement water main. Additionally, the work includes the removal and/or grouting of approximately 2,000 LF of 2" galvanized steel water main and all respective appurtenances. Surface restoration of all impacted facilities, including asphalt roadway trench repair, milling, resurfacing, and replacing asphalt, concrete sidewalk and curbing, driveways (concrete, stone, asphalt, pavers), stamped asphalt speed bump crossing, striping, ADA ramps, sodding, landscaping, etc. Demolition, removal and reconnection of water services and meters. Deflection of existing or proposed utilities, testing, disinfection of new pipelines and dewatering as necessary for installation of new pipe and structures, as well as all other work as shown in the Contract Drawings. The project will be completed in accordance with American Rescue Plan Act (ARPA) funding requirements.

The ITB was publicly advertised on February 25, 2024, and opened on March 26, 2024. There were a total of five (5) bids received, ranging from \$1,633,750.00 to \$2,134,413.80. All bids are available in the Finance Department for review. The Utilities and Finance Departments reviewed the bids received and all were considered responsive. Staff recommends awarding ITB #24-005 Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project to the lowest responsive bidder, Cathcart Construction Company, for the base bid in the amount of \$1,633,750.00. Staff recommends the City not proceed with the alternate bid based on the escalated unit prices with totals ranging from \$1,924,375.00 to \$2,563,288.80, which is over the project budget. The City is planning to add the work for the alternate bid to next fiscal year's Asphalt Paving Projects.

**The bidders and their bid prices are listed below.**

|    | Bidder                  | Total Base Bid |
|----|-------------------------|----------------|
| 1. | Cathcart                | \$1,633,750.00 |
| 2. | Benchmark Construction  | \$1,638,790.00 |
| 3. | APEC                    | \$1,710,195.00 |
| 4. | Providence Construction | \$1,824,072.07 |
| 5. | Midsouth                | \$2,134,413.80 |

**Issue:**

Should the Honorable Mayor and City Commissioners award the bid for Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project to Cathcart Construction Company—Florida, LLC?

**Recommendations:****Staff recommends the Honorable Mayor & City Commissioners:**

1. Award Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project to Cathcart Construction Company – Florida, LLC for the amount of \$1,633,750.00, excluding the Add Alternate, and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received.
2. Approve to increase the project budget by \$180,000 from the Utilities Department's Unrestricted Fund Balance for construction contingencies based on bid pricing and other miscellaneous project expenses.
3. Authorize the City Manager 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. Memo Award Recommendation
2. Bid Tabulation
3. Cathcart Bid Package
4. ITB 24-005 Project Manual
5. Addendum 01
6. Addendum 02
7. Lakewood Rewis Revised Plans

**Financial Impacts:**

This project was budgeted for Fiscal Year 2023-2024 for a total amount of \$1,928,267, consisting of \$1,300,000 from ARPA Funding (120-516-00-6302), \$562,500 from Water R+R Fund (410-533-00-6302) and \$65,767 from Water Capital Improvements Carry Forward (408-533-00-6302). After design costs of \$192,351, the current budget for construction is \$1,735,916.00. After City Commission approval of the Staff recommended budget increase for construction contingency of \$180,000.00, the new budget for construction will be \$1,915,916.00.

**Type of Item:** Consent

Mayor  
Rusty Johnson

City Manager  
Robert Frank



Commissioners  
Scott R. Kennedy, District 1  
Rosemary Wilsen, District 2  
Richard Firstner, District 3  
George Oliver III, District 4

## MEMORANDUM

**TO:** Alexis Chentouf  
Purchasing Technician

**Through:** Jamie Croteau   
Utilities Director

**FROM:** T’Jean Tomlinson, P.E.   
Engineering Manager

**DATE:** Monday, April 8, 2024

**RE:** ITB #24-005 Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA  
Project Award Recommendation

---

The Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project has been budgeted for Fiscal Year 2023-2024 for a total amount of \$1,928,267 with \$1,300,000 coming from ARPA Funding (120-516-00-6302), \$562,500 from Water R&R Fund (410-533-00-6302) and \$65,767 from Water Capital Improvements Carry Forward (408-533-00-6302). Due to the cost for design of the water main at \$192,351, the remaining budget for construction is \$1,735,916. The Utilities Department recommends awarding ITB #24-005 Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project to the lowest responsive bidder for the base bid, Cathcart Construction Company, in the amount of \$1,633,750.00 based on the following:

- On March 26, 2024, bids were opened for Bid ITB #24-005 Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project. The three lowest bidders and their bid prices are listed below.

1. Cathcart Construction Company, LLC  
1056 Willa Springs Dr  
Winter Springs, FL 32708  
**Base Bid Price: \$1,633,750.00**

2. Benchmark Construction  
2260 Southwind Blvd  
Bartlett, IL 60103  
**Base Bid Price: \$1,638,790.00**

3. American Persian Engineering and Construction, LLC  
5401 S. Kirkmand Rd #336  
Orlando, FL 32819

**Base Bid Price: \$1,710,195.00**

- The City has elected not to go with the alternate bid based on the escalated unit prices. The City is planning to add the work for the alternate bid on next fiscal year's Asphalt Paving Projects.
- Staff will request the City Commission increase the project budget by \$180,000 from Utilities Unrestricted Fund Balance for construction contingency based on bid pricing and other miscellaneous project expenses.

The Utilities Department has a good working relationship with the Cathcart Construction Company on multiple projects under contract RFQ #22-005 Continuing Contract to Bid Small Construction Project.



**BID TABULATION**

**ITB #24-005 LAKEWOOD/REWIS WATER MAIN REPLACEMENT - FEDERAL GRANT FUNDED ARPA PROJECT**  
**3/26/2024 2:00 p.m.**

| BID TAB                                                  |             |            | APEC        |              | Benchmark Construction                                 |              | Cathcart Construction |              | Midsouth    |              | Providence Construction |              | Prime Construction                                       |             |
|----------------------------------------------------------|-------------|------------|-------------|--------------|--------------------------------------------------------|--------------|-----------------------|--------------|-------------|--------------|-------------------------|--------------|----------------------------------------------------------|-------------|
| Acknowledgement of Addendum 1 & 2                        |             |            | ✓           |              | ✓                                                      |              | ✓                     |              |             |              |                         |              | No Bid notification received via email on March 22, 2024 |             |
| Bid Security                                             |             |            | Bid Bond    |              | Bid Bond                                               |              | Bid Bond              |              |             |              |                         |              |                                                          |             |
| Company Verification                                     |             |            | ✓           |              | ✓                                                      |              | ✓                     |              |             |              |                         |              |                                                          |             |
| Required Forms                                           |             |            | ✓           |              | Missing E-verify & Sam registration, complete sub list |              | ✓                     |              |             |              |                         |              |                                                          |             |
| DESCRIPTION                                              | UNITS       | EST'D QTY. | UNIT PRICE  | TOTAL PRICE  | UNIT PRICE                                             | TOTAL PRICE  | UNIT PRICE            | TOTAL PRICE  | UNIT PRICE  | TOTAL PRICE  | UNIT PRICE              | TOTAL PRICE  | UNIT PRICE                                               | TOTAL PRICE |
| Mobilization/ Demobilization (5%)                        | Lump Sum    | 1          | \$70,000.00 | \$70,000.00  | \$50,000.00                                            | \$50,000.00  | \$72,000.00           | \$72,000.00  | \$19,200.00 | \$19,200.00  | \$72,052.00             | \$72,052.00  | \$0.00                                                   | \$0.00      |
| General Conditions (Administration)                      | Lump Sum    | 1          | \$50,000.00 | \$50,000.00  | \$20,000.00                                            | \$20,000.00  | \$30,000.00           | \$30,000.00  | \$22,950.00 | \$22,950.00  | \$43,683.00             | \$43,683.00  | \$0.00                                                   | \$0.00      |
| Maintenance of Traffic                                   | Lump Sum    | 1          | \$40,000.00 | \$40,000.00  | \$45,000.00                                            | \$45,000.00  | \$85,000.00           | \$85,000.00  | \$40,920.00 | \$40,920.00  | \$33,500.00             | \$33,500.00  | \$0.00                                                   | \$0.00      |
| Erosion Control                                          | Lump Sum    | 1          | \$15,000.00 | \$15,000.00  | \$9,000.00                                             | \$9,000.00   | \$15,000.00           | \$15,000.00  | \$8,770.50  | \$8,770.50   | \$24,670.00             | \$24,670.00  | \$0.00                                                   | \$0.00      |
| Construction Photographs and Audio - Visual Recording    | Lump Sum    | 1          | \$2,000.00  | \$2,000.00   | \$2,500.00                                             | \$2,500.00   | \$2,300.00            | \$2,300.00   | \$910.00    | \$910.00     | \$4,045.00              | \$4,045.00   | \$0.00                                                   | \$0.00      |
| Survey (Horizontal and Vertical Controls & As-Builts)    | Lump Sum    | 1          | \$20,000.00 | \$20,000.00  | \$35,000.00                                            | \$35,000.00  | \$32,000.00           | \$32,000.00  | \$42,250.00 | \$42,250.00  | \$24,363.00             | \$24,363.00  | \$0.00                                                   | \$0.00      |
| Abandon Existing 6" Asbestos Cement Water Main in Place  | Linear Feet | 3730       | \$100.00    | \$373,000.00 | \$10.00                                                | \$37,300.00  | \$12.00               | \$44,760.00  | \$13.70     | \$51,101.00  | \$14.82                 | \$55,278.60  | \$0.00                                                   | \$0.00      |
| Abandon Existing 4" PVC Water Main in Place              | Linear Feet | 260        | \$50.00     | \$13,000.00  | \$13.00                                                | \$3,380.00   | \$10.00               | \$2,600.00   | \$21.00     | \$5,460.00   | \$21.78                 | \$5,662.80   | \$0.00                                                   | \$0.00      |
| Abandon Existing 2" Galvanized Steel Water Main in Place | Linear Feet | 1,930      | \$23.00     | \$44,390.00  | \$11.00                                                | \$21,230.00  | \$5.00                | \$9,650.00   | \$12.00     | \$23,160.00  | \$13.68                 | \$26,402.40  | \$0.00                                                   | \$0.00      |
| Removal and Disposal of 6" Asbestos Cement Water Main    | Linear Feet | 20.00      | \$200.00    | \$4,000.00   | \$200.00                                               | \$4,000.00   | \$275.00              | \$5,500.00   | \$40.00     | \$800.00     | \$256.50                | \$5,130.00   | \$0.00                                                   | \$0.00      |
| Removal and Disposal of 2" Galvanized Steel Water Main   | Linear Feet | 230.00     | \$25.00     | \$5,750.00   | \$15.00                                                | \$3,450.00   | \$30.00               | \$6,900.00   | \$31.50     | \$7,245.00   | \$41.00                 | \$9,430.00   | \$0.00                                                   | \$0.00      |
| Removal and Disposal of 4" PVC Water Main                | Linear Feet | 100.00     | \$25.00     | \$2,500.00   | \$16.00                                                | \$1,600.00   | \$40.00               | \$4,000.00   | \$35.50     | \$3,550.00   | \$55.62                 | \$5,562.00   | \$0.00                                                   | \$0.00      |
| Furnish and Install 4" Dia. DI Water Main                | Linear Feet | 30         | \$85.00     | \$2,550.00   | \$195.00                                               | \$5,850.00   | \$185.00              | \$5,550.00   | \$276.70    | \$8,301.00   | \$544.69                | \$16,340.70  | \$0.00                                                   | \$0.00      |
| Furnish and Install 6" Dia. DI Water Main                | Linear Feet | 460        | \$90.00     | \$41,400.00  | \$110.00                                               | \$50,600.00  | \$100.00              | \$46,000.00  | \$102.90    | \$47,334.00  | \$137.04                | \$63,038.40  | \$0.00                                                   | \$0.00      |
| Furnish and Install 8" Dia. DI Water Main                | Linear Feet | 3840       | \$100.00    | \$384,000.00 | \$141.00                                               | \$541,440.00 | \$110.00              | \$422,400.00 | \$173.30    | \$665,472.00 | \$129.44                | \$497,049.60 | \$0.00                                                   | \$0.00      |
| Connections to 2" GS or PE Water Main                    | Each        | 7          | \$3,000.00  | \$21,000.00  | \$4,400.00                                             | \$30,800.00  | \$1,600.00            | \$11,200.00  | \$1,500.00  | \$10,500.00  | \$2,779.70              | \$19,457.90  | \$0.00                                                   | \$0.00      |
| Connections to 4" PVC Water Main                         | Each        | 2          | \$90.00     | \$180.00     | \$3,400.00                                             | \$6,800.00   | \$1,700.00            | \$3,400.00   | \$3,210.00  | \$6,420.00   | \$2,376.20              | \$4,752.40   | \$0.00                                                   | \$0.00      |
| Connections to 6" AC Water Main                          | Each        | 4          | \$1,300.00  | \$5,200.00   | \$11,000.00                                            | \$44,000.00  | \$2,700.00            | \$10,800.00  | \$4,420.00  | \$17,680.00  | \$8,426.76              | \$33,707.04  | \$0.00                                                   | \$0.00      |
| 8" x 6" DI Tee                                           | Each        | 13         | \$1,135.00  | \$14,755.00  | \$2,100.00                                             | \$27,300.00  | \$1,400.00            | \$18,200.00  | \$1,050.00  | \$13,650.00  | \$1,070.56              | \$13,917.28  | \$0.00                                                   | \$0.00      |
| 8" x 4" DI Tee                                           | Each        | 1          | \$2,000.00  | \$2,000.00   | \$2,100.00                                             | \$2,100.00   | \$1,400.00            | \$1,400.00   | \$1,010.00  | \$1,010.00   | \$970.74                | \$970.74     | \$0.00                                                   | \$0.00      |
| 6" x 6" DI Tee                                           | Each        | 3          | \$1,500.00  | \$4,500.00   | \$2,600.00                                             | \$7,800.00   | \$1,300.00            | \$3,900.00   | \$860.00    | \$2,580.00   | \$900.07                | \$2,700.21   | \$0.00                                                   | \$0.00      |
| 4" x 4" DI Tee                                           | Each        | 1          | \$2,000.00  | \$2,000.00   | \$1,800.00                                             | \$1,800.00   | \$1,200.00            | \$1,200.00   | \$650.00    | \$650.00     | \$605.30                | \$605.30     | \$0.00                                                   | \$0.00      |
| 6" x 4" DI Tee                                           | Each        | 1          | \$2,000.00  | \$2,000.00   | \$2,050.00                                             | \$2,050.00   | \$1,300.00            | \$1,300.00   | \$810.00    | \$810.00     | \$843.54                | \$843.54     | \$0.00                                                   | \$0.00      |
| 8" Gate Valve and Box                                    | Each        | 16         | \$2,800.00  | \$44,800.00  | \$3,750.00                                             | \$60,000.00  | \$3,800.00            | \$60,800.00  | \$3,470.00  | \$55,520.00  | \$2,997.36              | \$47,957.76  | \$0.00                                                   | \$0.00      |
| 6" Gate Valve and Box                                    | Each        | 20         | \$2,300.00  | \$46,000.00  | \$2,800.00                                             | \$56,000.00  | \$3,000.00            | \$60,000.00  | \$2,690.00  | \$53,800.00  | \$2,376.70              | \$47,534.00  | \$0.00                                                   | \$0.00      |
| 4" Gate Valve and Box                                    | Each        | 3          | \$2,000.00  | \$6,000.00   | \$2,250.00                                             | \$6,750.00   | \$2,800.00            | \$8,400.00   | \$2,300.00  | \$6,900.00   | \$2,282.44              | \$6,847.32   | \$0.00                                                   | \$0.00      |
| 2" Gate Valve and Box                                    | Each        | 7          | \$1,500.00  | \$10,500.00  | \$1,400.00                                             | \$9,800.00   | \$2,200.00            | \$15,400.00  | \$1,390.00  | \$9,730.00   | \$1,140.90              | \$7,986.30   | \$0.00                                                   | \$0.00      |
| 8" x 6" DI Reducer                                       | Each        | 2          | \$1,800.00  | \$3,600.00   | \$1,925.00                                             | \$3,850.00   | \$1,100.00            | \$2,200.00   | \$650.00    | \$1,300.00   | \$674.20                | \$1,348.40   | \$0.00                                                   | \$0.00      |
| 6" Plug                                                  | Each        | 1          | \$1,000.00  | \$1,000.00   | \$1,700.00                                             | \$1,700.00   | \$840.00              | \$840.00     | \$310.00    | \$310.00     | \$576.42                | \$576.42     | \$0.00                                                   | \$0.00      |
| 8" Plug                                                  | Each        | 1          | \$1,000.00  | \$1,000.00   | \$1,750.00                                             | \$1,750.00   | \$900.00              | \$900.00     | \$410.00    | \$410.00     | \$625.18                | \$625.18     | \$0.00                                                   | \$0.00      |
| 4" Cap and Blow Off Assembly Including Box               | Each        | 1          | \$3,500.00  | \$3,500.00   | \$2,600.00                                             | \$2,600.00   | \$2,200.00            | \$2,200.00   | \$1,870.00  | \$1,870.00   | \$1,817.52              | \$1,817.52   | \$0.00                                                   | \$0.00      |
| 6" Cap and Blow Off Assembly Including Box               | Each        | 3          | \$4,000.00  | \$12,000.00  | \$2,100.00                                             | \$6,300.00   | \$2,250.00            | \$6,750.00   | \$1,870.00  | \$5,610.00   | \$1,872.64              | \$5,617.92   | \$0.00                                                   | \$0.00      |

**BID TABULATION**

**ITB #24-005 LAKEWOOD/REWIS WATER MAIN REPLACEMENT - FEDERAL GRANT FUNDED ARPA PROJECT**  
**3/26/2024 2:00 p.m.**

|                                                                                    |             |            |             |                |             |                |             |                |              |                |             |                |            |             |
|------------------------------------------------------------------------------------|-------------|------------|-------------|----------------|-------------|----------------|-------------|----------------|--------------|----------------|-------------|----------------|------------|-------------|
| 8" x 2" Service Saddle                                                             | Each        | 6          | \$4,000.00  | \$24,000.00    | \$720.00    | \$4,320.00     | \$1,300.00  | \$7,800.00     | \$2,360.00   | \$14,160.00    | \$550.20    | \$3,301.20     | \$0.00     | \$0.00      |
| 6" x 2" Service Saddle                                                             | Each        | 1          | \$4,000.00  | \$4,000.00     | \$1,850.00  | \$1,850.00     | \$1,500.00  | \$1,500.00     | \$2,230.00   | \$2,230.00     | \$1,043.16  | \$1,043.16     | \$0.00     | \$0.00      |
| 2" Line Stops                                                                      | Each        | 14         | \$3,300.00  | \$46,200.00    | \$7,200.00  | \$100,800.00   | \$3,800.00  | \$53,200.00    | \$8,280.00   | \$115,920.00   | \$3,120.00  | \$43,680.00    | \$0.00     | \$0.00      |
| 4" Line Stops                                                                      | Each        | 4          | \$4,500.00  | \$18,000.00    | \$8,100.00  | \$32,400.00    | \$4,500.00  | \$18,000.00    | \$15,140.00  | \$60,560.00    | \$5,195.00  | \$20,780.00    | \$0.00     | \$0.00      |
| 6" Line Stops                                                                      | Each        | 9          | \$10,000.00 | \$90,000.00    | \$8,400.00  | \$75,600.00    | \$6,000.00  | \$54,000.00    | \$17,100.00  | \$153,900.00   | \$5,765.00  | \$51,885.00    | \$0.00     | \$0.00      |
| General DI Fittings                                                                | Ton         | 2          | \$1,000.00  | \$2,000.00     | \$7,500.00  | \$15,000.00    | \$1,500.00  | \$3,000.00     | \$30,320.00  | \$60,640.00    | \$15,108.57 | \$30,217.14    | \$0.00     | \$0.00      |
| Fire Hydrant Assembly                                                              | Each        | 9          | \$8,500.00  | \$76,500.00    | \$5,600.00  | \$50,400.00    | \$8,700.00  | \$78,300.00    | \$8,700.00   | \$78,300.00    | \$8,259.16  | \$74,332.44    | \$0.00     | \$0.00      |
| 2" Air Release Valve Assembly                                                      | Each        | 1          | \$4,300.00  | \$4,300.00     | \$6,500.00  | \$6,500.00     | \$4,700.00  | \$4,700.00     | \$7,490.00   | \$7,490.00     | \$5,190.62  | \$5,190.62     | \$0.00     | \$0.00      |
| Double 1" P.E. Service                                                             | Each        | 2          | \$220.00    | \$440.00       | \$3,000.00  | \$6,000.00     | \$1,700.00  | \$3,400.00     | \$1,630.00   | \$3,260.00     | \$2,922.72  | \$5,845.44     | \$0.00     | \$0.00      |
| Single 1" P.E. Service                                                             | Each        | 18         | \$1,800.00  | \$32,400.00    | \$3,000.00  | \$54,000.00    | \$1,600.00  | \$28,800.00    | \$1,490.00   | \$26,820.00    | \$4,996.36  | \$89,934.48    | \$0.00     | \$0.00      |
| Remove and Replace Concrete Sidewalk 4" Th                                         | Square Yard | 267        | \$90.00     | \$24,030.00    | \$150.00    | \$40,050.00    | \$150.00    | \$40,050.00    | \$160.90     | \$42,960.30    | \$330.44    | \$88,227.48    | \$0.00     | \$0.00      |
| Remove and Replace Concrete Driveways 6" T                                         | Square Yard | 162        | \$110.00    | \$17,820.00    | \$170.00    | \$27,540.00    | \$225.00    | \$36,450.00    | \$174.00     | \$28,188.00    | \$362.85    | \$58,781.70    | \$0.00     | \$0.00      |
| Remove and Replace Driveways                                                       | Square Yard | 20         | \$150.00    | \$3,000.00     | \$625.00    | \$12,500.00    | \$350.00    | \$7,000.00     | \$340.00     | \$6,800.00     | \$436.98    | \$8,739.60     | \$0.00     | \$0.00      |
| Removal and Disposal of Existing Fire Hydrants                                     | Each        | 4          | \$220.00    | \$880.00       | \$1,500.00  | \$6,000.00     | \$2,500.00  | \$10,000.00    | \$6,540.00   | \$26,160.00    | \$1,925.00  | \$7,700.00     | \$0.00     | \$0.00      |
| Removal and Replacement of Asphalt                                                 | Square Yard | 1760       | \$50.00     | \$88,000.00    | \$33.00     | \$58,080.00    | \$125.00    | \$220,000.00   | \$173.20     | \$304,832.00   | \$94.61     | \$166,513.60   | \$0.00     | \$0.00      |
| General Restoration                                                                | Lump Sum    | 1          | \$30,000.00 | \$30,000.00    | \$29,000.00 | \$29,000.00    | \$50,000.00 | \$50,000.00    | \$42,940.00  | \$42,940.00    | \$44,557.48 | \$44,557.48    | \$0.00     | \$0.00      |
| Utility Coordination                                                               | Lump Sum    | 1          | \$1,000.00  | \$1,000.00     | \$17,000.00 | \$17,000.00    | \$25,000.00 | \$25,000.00    | \$23,080.00  | \$23,080.00    | \$39,870.00 | \$39,870.00    | \$0.00     | \$0.00      |
| <b>TOTAL BASE BID</b>                                                              |             |            |             | \$1,710,195.00 |             | \$1,638,790.00 |             | \$1,633,750.00 |              | \$2,134,413.80 |             | \$1,824,072.07 |            | \$0.00      |
|                                                                                    |             |            |             | 3              |             | 2              |             | 1              |              |                |             |                |            |             |
|                                                                                    |             |            |             |                |             |                |             |                |              |                |             |                |            |             |
| Alternate Bid-                                                                     |             |            |             |                |             |                |             |                |              |                |             |                |            |             |
| DESCRIPTION                                                                        |             | EST'D QTY. | UNIT PRICE  | TOTAL PRICE    | UNIT PRICE  | TOTAL PRICE    | UNIT PRICE  | TOTAL PRICE    | UNIT PRICE   | TOTAL PRICE    | UNIT PRICE  | TOTAL PRICE    | UNIT PRICE | TOTAL PRICE |
| ALT1: Mobilization / Demobilization and General Requirements and Restoration       | Lump Sum    | 1          | \$20,000.00 | \$20,000.00    | \$15,000.00 | \$15,000.00    | \$14,500.00 | \$14,500.00    | \$126,010.00 | \$126,010.00   | \$23,246.25 | \$23,246.25    | \$0.00     | \$0.00      |
| ALT2: 1.5" Milling (Max)                                                           | Sqaure Yard | 9450       | \$15.00     | \$141,750.00   | \$2.10      | \$19,845.00    | \$9.00      | \$85,050.00    | \$8.50       | \$80,325.00    | \$8.86      | \$83,727.00    | \$0.00     | \$0.00      |
| ALT3: 1.5" Resurface Type SP-12.5 Asphalt Paving including Tack                    | Sqaure Yard | 9450       | \$23.00     | \$217,350.00   | \$22.00     | \$207,900.00   | \$22.00     | \$207,900.00   | \$23.00      | \$217,350.00   | \$22.13     | \$209,128.50   | \$0.00     | \$0.00      |
| ALT4: Temporary Striping and Thermoplastic-Final Striping                          | Lump Sum    | 1          | \$30,000.00 | \$30,000.00    | \$13,800.00 | \$13,800.00    | \$9,800.00  | \$9,800.00     | \$5,190.00   | \$5,190.00     | \$28,400.00 | \$28,400.00    | \$0.00     | \$0.00      |
| ALT5: Removal and Replacement of Temporary Asphalt on Flewelling Avenue            | Sqaure Yard | 990        | \$23.00     | \$22,770.00    | \$46.00     | \$45,540.00    | \$125.00    | \$123,750.00   | \$173.20     | \$171,468.00   | \$137.13    | \$135,758.70   | \$0.00     | \$0.00      |
| ALT6: Removal and Replacement of Asphalt on Rewis St (Replaces Item No. 47 in Base | Sqaure Yard | 770        | \$23.00     | \$17,710.00    | \$54.00     | \$41,580.00    | \$125.00    | \$96,250.00    | \$173.20     | \$133,364.00   | \$141.96    | \$109,309.20   | \$0.00     | \$0.00      |
| Alternate Base Bid                                                                 |             |            |             | \$449,580.00   |             | \$343,665.00   |             | \$537,250.00   |              | \$733,707.00   |             | \$589,569.65   |            | \$0.00      |
|                                                                                    |             |            |             |                |             |                |             |                |              |                |             |                |            |             |
|                                                                                    |             |            |             |                |             |                |             |                |              |                |             |                |            |             |
| TOTAL (With Alternate)-                                                            |             |            |             | \$2,159,775.00 |             | \$1,982,455.00 |             | \$2,171,000.00 |              | \$2,868,120.80 |             | \$2,413,641.72 |            | \$0.00      |
| Total Base Bid minus Item No. 47                                                   |             |            |             | \$1,622,195.00 |             | \$1,580,710.00 |             | \$1,413,750.00 |              | \$1,829,581.80 |             | \$1,657,558.47 |            | \$0.00      |
| Total Alternate Bid (Total Base Bid Minus Item No. 47 Plus Alternate Base Bid)     |             |            |             | \$2,071,775.00 |             | \$1,924,375.00 |             | \$1,951,000.00 |              | \$2,563,288.80 |             | \$2,247,128.12 |            | \$0.00      |

\*Yellow highlighted cells indicates discrepancies on bid form

\*Bidders listed in alphabetical order.

\*Missing forms considered a minor irregularity

\*License check, submitted forms & references verified only on lowest three firms.

\*Staff recommends only awarding total base bid

SECTION 00300

BID FORM

SUBMITTED: 3/26/24  
(Date)

PROJECT IDENTIFICATION: CITY OF OCOEE BID ITB #24-005  
Lakewood/Rewis Water Main Replacement - Federal Grant  
Funded ARPA Project

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

BUSINESS ADDRESS: 1056 Willa Springs Dr PHONE NO.: 407-629-2900  
CITY, STATE, ZIP: Winter Springs, FL, 32708

CONTRACTOR'S FEDERAL I.D. NUMBER 46-4740152

CONTRACTOR'S FLORIDA LICENSE NO.: #CGC051005

THIS BID IS SUBMITTED TO: City of Ocoee, Florida (hereinafter called Owner)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work, as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including, without limitation, those dealing with the disposition of Bid Bond. This Bid will remain open for one hundred twenty (120) calendar days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Amendment to the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Intent to Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and the Agreement and further warrants and represents that:

- a. Bidder has examined copies of all the Bidding Documents and of the following Addenda:

|              |                       |           |              |
|--------------|-----------------------|-----------|--------------|
| No. <u>1</u> | Dated: <u>3/19/24</u> | No. _____ | Dated: _____ |
| No. <u>2</u> | Dated: <u>3/21/24</u> | No. _____ | Dated: _____ |
| No. _____    | Dated: _____          | No. _____ | Dated: _____ |
| No. _____    | Dated: _____          | No. _____ | Dated: _____ |

Lakewood/Rewis Water Main Replacement  
Federal Grant Funded ARPA Project  
ITB #24-005



(Receipt of all which is hereby acknowledged) and also copies of the Invitation for Bids and the Instructions to Bidders.

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing the Work.
- c. Bidder 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 of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions, as provided in paragraph 4.02.1 of the General Conditions. Bidder accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely, as provided in paragraph 4.02 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or 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 cost 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 Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- e. Bidder understands the full extent and scope of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- f. Bidder has correlated the information known to Bidder, 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.
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents



are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- i. Per Section 00100 Article 8, Instructions to Bidders, Bidder hereby agrees, if his/her bid is successful, to commence Work under this contract on or before the date specified in the Notice to Proceed; which upon the Successful Bidder's request, the commencement date of the Notice to Proceed shall be a date no later than up to forty-five (45) calendar days after the Notice of Award. The Bidder further agrees, if his/her bid is successful, to fully complete all work per the price and terms and conditions of the contract within the Contract Time specified in the Scope of Work Agreement (Section 00500). Bidder further accepts the provisions of the Scope of Work Agreement as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Scope of Work Agreement (Section 00500), for each consecutive calendar day completion of the Work is delayed.

Completion Schedule:

- 1) The Work shall be substantially complete within the Contract Time specified in Article 3.1 of the Proposed Scope of Work Agreement (Section 00500).
  - 2) The Work shall be finally complete within the contract Time specified in Article 3.1 of the Proposed Scope of Work Agreement (Section 00500).
4. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the **TOTAL BASE BID AND TOTAL ALTERNATE BID (Total Base Bid Minus Item No. 47 Plus Alternate Base Bid)** to perform all the Work, as required by the Drawings and Specifications.
5. The following documents are made a condition of this Bid:
- a. **Bidding Documents and shall include the following:**
    - 1. Bid Forms (entire Section 00300, 00301, 00301A, 00302, and 00303)
    - 2. E-Verify Certification (Section 00310)
    - 3. Sam Registration (Section 00311)
    - 4. Byrd Anti Lobbying (Section 00312)
    - 5. Bid Bond (Surety Bond or Cashier's Check). (Section 00410)
    - 6. Non-collusion Affidavit (Section 00480)
    - 7. Conflict of Interest Disclosure Form (Section 00480A)

8. Certification of Non-segregated Facilities (Section 00481)
9. Sworn Statement on Public Entity Crimes (Section 00482)
10. Certification of Nondiscriminatory Labor Practices (Section 00483)
11. Certification Regarding Scrutinized Companies' Lists (Section 00484)

(Remainder of page intentionally left blank)



**Bid Form: Lakewood/Rewis Water Main Replacement Federal Grant Funded ARPA  
Project (1 of 2) Total Base Bid**

| Item No: | Description                                              | Units       | Contract Quantity | Unit Price<br>(in Numbers) | Total Price<br>(in Numbers) |
|----------|----------------------------------------------------------|-------------|-------------------|----------------------------|-----------------------------|
| 1        | Mobilization/ Demobilization (5%)                        | Lump Sum    | 1.0               | \$72,000.00                | \$72,000.00                 |
| 2        | General Requirements (Administration)                    | Lump Sum    | 1.0               | \$30,000.00                | \$30,000.00                 |
| 3        | Maintenance of Traffic                                   | Lump Sum    | 1.0               | \$85,000.00                | \$85,000.00                 |
| 4        | Erosion Control                                          | Lump Sum    | 1.0               | \$15,000.00                | \$15,000.00                 |
| 5        | Construction Photographs and Audio - Visual Recording    | Lump Sum    | 1.0               | \$2,300.00                 | \$2,300.00                  |
| 6        | Survey (Horizontal and Vertical Controls & As-Builts)    | Lump Sum    | 1.0               | \$32,000.00                | \$32,000.00                 |
| 7        | Abandon Existing 6" Asbestos Cement Water Main in Place  | Linear Feet | 3730.0            | \$12.00                    | \$44,760.00                 |
| 8        | Abandon Existing 4" PVC Water Main in Place              | Linear Feet | 260.0             | \$10.00                    | \$2,600.00                  |
| 9        | Abandon Existing 2" Galvanized Steel Water Main in Place | Linear Feet | 1930.0            | \$5.00                     | \$9,650.00                  |
| 10       | Removal and Disposal of 6" Asbestos Cement Water Main    | Linear Feet | 20.0              | \$275.00                   | \$5,500.00                  |
| 11       | Removal and Disposal of 2" Galvanized Steel Water Main   | Linear Feet | 230.0             | \$30.00                    | \$6,900.00                  |
| 12       | Removal and Disposal of 4" PVC Water Main                | Linear Feet | 100.0             | \$40.00                    | \$4,000.00                  |
| 13       | Furnish and Install 4" Dia. DI Water Main                | Linear Feet | 30.0              | \$185.00                   | \$5,550.00                  |
| 14       | Furnish and Install 6" Dia. DI Water Main                | Linear Feet | 460.0             | \$100.00                   | \$46,000.00                 |
| 15       | Furnish and Install 8" Dia. DI Water Main                | Linear Feet | 3840.0            | \$110.0                    | \$422,400.00                |
| 16       | Connections to 2" GS or PE Water Main                    | Each        | 7.0               | \$1,600.00                 | \$11,200.00                 |
| 17       | Connections to 4" PVC Water Main                         | Each        | 2.0               | \$1,700.00                 | \$3,400.00                  |
| 18       | Connections to 6" AC Water Main                          | Each        | 4.0               | \$2,700.00                 | \$10,800.00                 |
| 19       | 8" x 6" DI Tee                                           | Each        | 13.0              | \$1,400.00                 | \$18,200.00                 |
| 20       | 8" x 4" DI Tee                                           | Each        | 1.0               | \$1,400.00                 | \$1,400.00                  |
| 21       | 6" x 6" DI Tee                                           | Each        | 3.0               | \$1,300.00                 | \$3,900.00                  |
| 22       | 4" x 4" DI Tee                                           | Each        | 1.0               | \$1,200.00                 | \$1,200.00                  |
| 23       | 6" x 4" DI Tee                                           | Each        | 1.0               | \$1,300.00                 | \$1,300.00                  |
| 24       | 8" Gate Valve and Box                                    | Each        | 16.0              | \$3,800.00                 | \$60,800.00                 |
| 25       | 6" Gate Valve and Box                                    | Each        | 20.0              | \$3,000.00                 | \$60,000.00                 |
| 26       | 4" Gate Valve and Box                                    | Each        | 3.0               | \$2,800.00                 | \$8,400.00                  |
|          |                                                          |             |                   | Continued Pg.2             |                             |



**Bid Form: Lakewood/Rewis Water Main Replacement Federal Grant Funded ARPA**  
**Project (2 of 2) Total Base Bid**

| Item No:                    | Description                                    | Units       | Contract Quantity | Unit Price<br>(in Numbers) | Total Price<br>(in Numbers) |
|-----------------------------|------------------------------------------------|-------------|-------------------|----------------------------|-----------------------------|
| 27                          | 2" Gate Valve and Box                          | Each        | 7.0               | \$2,200.00                 | \$15,400.00                 |
| 28                          | 8" x 6" DI Reducer                             | Each        | 2.0               | \$1,100.00                 | \$2,200.00                  |
| 29                          | 6" Plug                                        | Each        | 1.0               | \$840.00                   | \$840.00                    |
| 30                          | 8" Plug                                        | Each        | 1.0               | \$900.00                   | \$900.00                    |
| 31                          | 4" Cap and Blow Off Assembly Including Box     | Each        | 1.0               | \$2,200.00                 | \$2,200.00                  |
| 32                          | 6" Cap and Blow Off Assembly Including Box     | Each        | 3.0               | \$2,250.00                 | \$6,750.00                  |
| 33                          | 8" x 2" Service Saddle                         | Each        | 6.0               | \$1,300.00                 | \$7,800.00                  |
| 34                          | 6" x 2" Service Saddle                         | Each        | 1.0               | \$1,500.00                 | \$1,500.00                  |
| 35                          | 2" Line Stops                                  | Each        | 14.0              | \$3,800.00                 | \$53,200.00                 |
| 36                          | 4" Line Stops                                  | Each        | 4.0               | \$4,500.00                 | \$18,000.00                 |
| 37                          | 6" Line Stops                                  | Each        | 9.0               | \$6,000.00                 | \$54,000.00                 |
| 38                          | General DI Fittings                            | Ton         | 2.0               | \$1,500.00                 | \$3,000.00                  |
| 39                          | Fire Hydrant Assembly                          | Each        | 9.0               | \$8,700.00                 | \$78,300.00                 |
| 40                          | 2" Air Release Valve Assembly                  | Each        | 1.0               | \$4,700.00                 | \$4,700.00                  |
| 41                          | Double 1" P.E. Service                         | Each        | 2.0               | \$1,700.00                 | \$3,400.00                  |
| 42                          | Single 1" P.E. Service                         | Each        | 18.0              | \$1,600.00                 | \$28,800.00                 |
| 43                          | Remove and Replace Concrete Sidewalk 4" Thick  | Square Yard | 267.0             | \$150.00                   | \$40,050.00                 |
| 44                          | Remove and Replace Concrete Driveways 6" Thick | Square Yard | 162.0             | \$225.00                   | \$36,450.00                 |
| 45                          | Remove and Replace Driveways                   | Square Yard | 20.0              | \$350.00                   | \$7,000.00                  |
| 46                          | Removal and Disposal of Existing Fire Hydrants | Each        | 4.0               | \$2,500.00                 | \$10,000.00                 |
| 47                          | Removal and Replacement of Asphalt             | Square Yard | 1760.0            | \$125.00                   | \$220,000.00                |
| 48                          | General Restoration                            | Lump Sum    | 1.0               | \$50,000.00                | \$50,000.00                 |
| 49                          | Utility Coordination                           | Lump Sum    | 1.0               | \$25,000.00                | \$25,000.00                 |
| Total Base Bid (Items 1-49) |                                                |             |                   |                            | \$1,633,750.00              |

Company Name: Cathcart Construction Company - Florida, LLC By: Matt Blanton

Lakewood/Rewis Water Main Replacement  
Federal Grant Funded ARPA Project  
ITB #24-005

00300-6



**Alternate Bid Form: Lakewood/Rewis Water Main Replacement Federal Grant Funded  
ARPA Project (1 of 1) Total Alternate Bid**

| Item No: | Description                                                                       | Units       | Contract Quantity | Unit Price<br>(in Numbers)                                                     | Total Price<br>(in Numbers) |
|----------|-----------------------------------------------------------------------------------|-------------|-------------------|--------------------------------------------------------------------------------|-----------------------------|
| ALT1     | Mobilization / Demobilization and General Requirements and Restoration            | Lump Sum    | 1.0               |                                                                                |                             |
| ALT2     | 1.5" Milling (Max)                                                                | Square Yard | 9450.0            | \$14,500.00                                                                    | \$14,500.00                 |
| ALT3     | 1.5" Resurface Type SP-12.5 Asphalt Paving including Tack                         | Square Yard | 9450.0            | \$9.00                                                                         | \$85,050.00                 |
| ALT4     | Temporary Striping and Thermoplastic Final Striping                               | Lump Sum    | 1.0               | \$22.00                                                                        | \$207,900.00                |
| ALT5     | Removal and Replacement of Temporary Asphalt on Flewellling Avenue                | Square Yard | 990               | \$9,800.00                                                                     | \$9,800.00                  |
| ALT6     | Removal and Replacement of Asphalt on Rewis St (Replaces Item No. 47 in Base Bid) | Square Yard | 770               | \$125.00                                                                       | \$123,750.00                |
|          |                                                                                   |             |                   |                                                                                |                             |
|          |                                                                                   |             |                   | Total Base Bid minus Item No. 47                                               | \$1,413,750.00              |
|          |                                                                                   |             |                   | Alternate Base Bid                                                             | \$537,250.00                |
|          |                                                                                   |             |                   | Total Alternate Bid (Total Base Bid Minus Item No. 47 Plus Alternate Base Bid) | \$1,951,000.00              |

Company Name: Cathcart Construction Company - Florida, LLC By: Matt Blanton

6. The Bidder acknowledges that the City specifically reserves the right to accept and make an award to a Bidder that has not submitted the lowest Bid when, in Owner's sole and absolute discretion, it determines that action to be in its best interest. The terms used in this Invitation to Bid, which are defined in the General Conditions and included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.
7. The work shall be performed under a Florida Underground Utility or General Contractor license. Contract shall not be awarded unless proof of valid license(s) is provided.
8. It is understood that where quantities for unit price work have been presented on the Bid Form, they are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis, described in the measurement and payment clauses in the specifications contained herein.

9. **BASE BID - SCHEDULE OF MANUFACTURERS/SUPPLIERS**

If the foregoing Schedule of Bid Items is presented in a Base Bid format, the undersigned as Bidder, agrees that the Contract, if awarded, will be on the basis of the materials and equipment named in the Contract Documents, in accordance with Article 10 of the Instructions to Bidders (Section 00100). The undersigned, as Bidder, also agrees that the Total Bid reflects the equipment and material supplied by one of the manufacturers/suppliers listed in the City's Approved Materials List. If the Bidder desires to propose an alternate manufacturer/supplier, he may write in the name of such alternate in the substitution list included within this Bid Form, but he must, nevertheless, also choose an approved manufacturer/supplier. If the proposed alternate manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must furnish equipment and/or material items by the Bidder's chosen approved manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the manufacturer/supplier chosen by the City. Also, if the Bidder chooses more than one approved manufacturer/supplier, he must use the first manufacturer/supplier written in the schedule of Base/Alternative Bid Manufactures/Suppliers table within this Bid Form (unless an alternate is approved).

10. **SUBSTITUTIONS AND "OR EQUAL"**

The undersigned as Bidder agrees that substitutions, or "equal," items will not be considered until after the effective date of the Agreement and will be evaluated in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. In addition to the reimbursement required under the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as,

Lakewood/Rewis Water Main Replacement  
Federal Grant Funded ARPA Project  
ITB #24-005



additional field trips for the Engineer, additional redesign costs, additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as; increased electrical requirements, larger building, additional pumps or tankage, etc., shall be borne by others and not the Owner. If Bidder intends to propose substitutions or "equal" items after the effective date of the Agreement, it is agreed that these items must be listed on the Substitution List included within this Bid Form, with a deductive amount representing 50 percent of the total savings between the named Base Bid/Alternative Bid item and the proposed item. "Base Bid/Alternative Bid" item substitutions providing to the Owner equipment or material cost savings of less than \$1,000 will not be considered. The undersigned, as Bidder, also agrees that if a substitution or "equal" item is not listed on the Substitution List included with the Bid, all of the savings between the named item and the proposed item will go to the Owner, if the Owner accepts the proposed item in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. The Owner may request, and the undersigned Bidder shall supply, complete information on proposed substitutions. Such information shall be the manufacturer's current published or preprinted information for the specific substitution.

11. As Bidder, I hereby certify that I am aware and understand that the City of Ocoee in its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Bids, and/or to accept that Bid which is in the best interest of the City. The award of this Bid, if made, may be based on considerations other than total cost, and may be awarded based on various considerations, including but not limited to: Bidder experience and whether the Bid, in the judgment of the City, is the most responsive to the City's needs.

(Remainder of page intentionally left blank)



**SCHEDULE OF BASE BID/ALTERNATIVE BID MANUFACTURERS/SUPPLIERS**

**15050 – Process & Utility Piping, Fittings, Valves, And Accessories**

| <u><b>Specification Section and Equipment Item</b></u> | <u><b>Approved Manufacturer/Supplier</b></u> |                      |                     |
|--------------------------------------------------------|----------------------------------------------|----------------------|---------------------|
|                                                        | <b>First Choice</b>                          | <b>Second Choice</b> | <b>Third Choice</b> |
| D.I. Pipe                                              | Acipco                                       | N/A                  | N/A                 |
| HDPE Pipe                                              | WL Plastics                                  | J-M Eagle            | Flying W Plastics   |
| PVC Pipe                                               | Napco                                        | Diamond              | National            |
| Fittings                                               | Tyler Union                                  | Star Pipe Products   | N/A                 |
| Valves (Plug & Check)                                  | American Flow Control                        | N/A                  | N/A                 |
| Valve Boxes                                            | Tyler Union                                  | N/A                  | N/A                 |
| Valve Pads                                             | N/A                                          | N/A                  | N/A                 |
| Valve Markers                                          | Wager Co                                     | N/A                  | N/A                 |
| Service Connections                                    | Ford Meter Box                               | N/A                  | N/A                 |
| Meter Valves/ Corporation Valves                       | Ford Meter Box                               | N/A                  | N/A                 |
| Polyethylene Pipe                                      | Advanced Drainage Supply                     | Endot                | N/A                 |
| Trace Wire                                             | South Wire                                   | N/A                  | N/A                 |

United Fire & Casualty Co

[illegible][illegible]

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

SOLE PROPRIETORSHIP

(SEAL)

(Individual's Signature)

(Individual's Name)

doing business as

Business Address:

Phone No.:

Florida License No.: \_\_\_\_\_

A PARTNERSHIP

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Business address:

Phone No.:

Florida License No.: \_\_\_\_\_



Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A CORPORATION

Cathcart Construction Company - Florida, LLC

(Corporation Name)

Florida

(State of Incorporation)

By

Matt Blanton

(Name of person authorized to sign)

President

(Title)

(Authorized Signature)

(Corporate Seal)

Attest

(Secretary)

John Cathcart, CEO Secretary  
Business address: 1056 Willa Springs Dr, Winter Springs, FL 32708

Phone No.: 407-629-2900

Corporation President: Matt Blanton

Florida License No.: #GCG051005

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A JOINT VENTURE

By

(Name)

(Address)

By

(Name)

(Address)

Business Address:

Phone No.:

Florida License No.:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.:

12. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: United Fire & Casualty Company

Surety's Address: 118 2nd Ave Se, Cedar Rapids, Iowa, 52401-1212

13. Name and address of Surety's resident agent for service of process in Florida:

FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200 Maitland, FL 32751

(Remainder of page intentionally left blank)



CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of Cathcart Construction Company - Florida, LLC, a corporation under

(Contractor's Corporate Name)

the laws of the State of Florida, held on the 21st day of March, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that Matt Blanton (signature of individual) (typed name of individual) as President of the corporation, is hereby authorized to execute and all documents required to be signed by an officer of the Corporation in order to submit a valid bid, contract and bond for

CITY OF OCOEE  
**Lakewood/Rewis Water Main  
Replacement - Federal Grant Funded  
ARPA Project  
ITB #24-005**

between the CITY OF OCOEE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

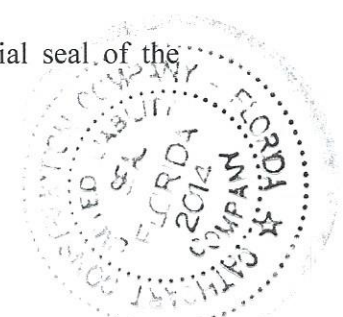
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 26th day of March, 2024.

(CORPORATE SEAL)



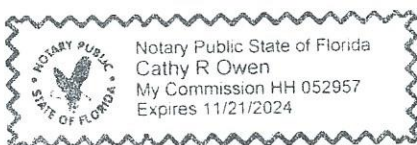
(Corporate Secretary)

STATE OF Florida  
CITY OF Seminole



The foregoing instrument was acknowledged before me this 26th day of March, 2024 by Matt Blanton

(name of officer or agent, title of officer or agent), by means of ☒ physical presence or ☐ online notarization, of Cathcart Construction Company - Florida, LLC (name of corporation acknowledging), a Seminole County Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) as identification and did/did not take an oath.



Cathy R. Owen  
(Notary Public)  
My Commission Expires: 11/21/24

Lakewood/Rewis Water Main Replacement  
Federal Grant Funded ARPA Project  
ITB #24-005

**SECTION 00301  
QUESTIONNAIRE**

*Bidder shall fill out questionnaire form with all information pertinent to his/her company and the Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project*

DATE: 3/26/24

PROJECT IDENTIFICATION:      City of Ocoee ITB #24-005  
Lakewood/Rewis Water Main Replacement - Federal Grant  
Funded ARPA Project

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

BUSINESS ADDRESS: 1056 Willa Springs Dr, Winter Springs, FL 32708

TELEPHONE NO.: 407-629-2900      EMAIL mblanton@cathcartconstructioncompany.com

CONTRACTOR'S FLORIDA LICENSE NO. #GCG051005

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 as a Contractor?  
     33 years
  
2.    Describe and give the date and owner contact information of the last project that you have  
     completed similar in type, size, and nature as the one proposed?  
     Refer to attachment A  
     \_\_\_\_\_  
     \_\_\_\_\_
  
3.    Have you ever failed to complete work awarded to you? If so, where, and why?  
     No  
     \_\_\_\_\_
  
4.    Name three (3) governmental agencies for which you have performed similar work and  
     contact person:  
     City of Altamonte Springs - Trey Sisk - (407) 571-8572 - TSisk@altamonte.org  
     City of Orlando - Charlie Conklin, P.E. - 321-229-0310 - Charlie.Conklin@cityoforlando.net  
     OUC - Natalie Urick, PE - 321-230-6694 - NUrick@ouc.com

5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?

Yes and do not see any anticipated problems at this time.

---

---

---

6. Will you Subcontract any part of this Work? If so, describe which portions and the percentage of the project:

Milling and Paving

Stripping

Density Testing

Concrete Work

Asbestos Removal

---

---

---

---

7. What equipment do you plan on using to complete the Work?

Excavator

Skid Steer

Loader

---

---

---

8. State the true and exact, correct, and complete name under which you do business.

Bidder is: Cathcart Construction Company - Florida, LLC

---

**END OF SECTION**



# SECTION 00301-A

## SUBCONTRACTOR & SUPPLIER LIST

Will your firm be doing all the Work with your own forces? Yes      No ✓ (Check yes only if no subcontracting opportunities exist. If you will be doing portions of the Work with your own forces, list these areas and approximate dollar amount allocated for this Work. List suppliers).

List all proposed subcontractors and suppliers to be used to include company names, contractor license number, contact, addresses, phone numbers, type of work subcontracted (trade/commodity), and dollar amount of work. Provide all information requested. Use additional sheets if necessary.

Submit Update Subcontractor/Supplier List with each progress payment requested. Submit Final Subcontractor/Supplier List with Final Payment Request.

| COMPANY NAME, CONTACT<br>ADDRESS, PHONE NUMBER                              | WORK TO BE PERFORMED<br>(TRADE) OR COMMODITY<br>TO BE SUPPLIED | ESTIMATED<br>DOLLAR<br>AMOUNT |
|-----------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------|
| 1 Decon Environmental<br>Alevin@Decon.com<br>(954) 658-9752                 | Asbestos Removal                                               | \$ 2,400.00                   |
| 2 Core & Main<br>Randy.Rush@CoreandMain.com<br>(407) 949-7131               | Pipes and Fittings                                             | \$289,513.85                  |
| 3 Titan Paving<br>BruceTitanPavingCorp@gmail.com<br>(407) 773-3160          | Milling and Paving                                             | \$236,305.60                  |
| 4 Central Florida Construction Wall<br>Cflconst@gmail.com<br>(407) 448-2350 | Concrete Work                                                  | \$52,438.00                   |
| 5 Angco Striping<br>Steve.mitchell@angcostriping.com<br>(407) 466-6606      | Striping                                                       | \$2,200.00                    |
| 6 Tuscan Sun<br>Dante@TuscanSunent.com<br>(407) 832-8568                    | Hauling                                                        | \$5,376.00                    |
| 7                                                                           |                                                                |                               |

END OF SECTION

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

00301-A

## SECTION 00302

COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT  
(90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the bid and in the Lump Sum Total Bid Price shown in Section 00300 - Bid Form, "Schedule of Bid Items". For informational purposes only, the bidder is required to further identify these costs in the summary below.

|   | Trench Safety Measure<br>(Description) | Unit of Measure<br>(LF, SY) | Unit<br>(Quantity) | Unit Cost | Extended Cost |
|---|----------------------------------------|-----------------------------|--------------------|-----------|---------------|
| A | TRENCH BOXES                           | LS                          | 1                  | \$ 29,000 | \$ 29,000     |
| B | LADDERS                                | LS                          | 1                  | \$ 1,000  | \$ 1,000      |
| C | SLOPES                                 | LS                          | 1                  | \$ 5,000  | \$ 5,000      |
| D |                                        |                             |                    | \$        | \$            |
|   |                                        |                             |                    | TOTAL     | \$ 24,000     |

BIDDER: Cathcart Construction Company - Florida, LLC

SIGNED: \_\_\_\_\_

BY: Matt Blanton

(Print or type name)

TITLE: President

DATE: 3/26/24

**THIS IS NOT A PAY ITEM:** The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure Bidder has considered these costs and included them in the Lump Sum Total Bid price. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to complete this Form may result in the Bid being declared non-responsive.)

END OF SECTION

## SECTION 00303

### DRUG-FREE WORKPLACE CERTIFICATION

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. In accordance with Florida Statute 287.087, whenever two or more bids that are equal with respect to price, quantity, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid 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, 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: Cathcart Construction Company - Florida, LLC

Signed: \_\_\_\_\_

By: Matt Blanton

(Print or Type Name)

Title: President

Date: 3/26/24

END OF SECTION

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

00303-2

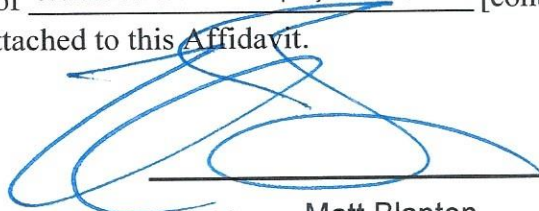
SECTION 00310

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of Cathcart Construction Company - Florida, LLC [contractor] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Matt Blanton

Date: 3/26/24

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this March 26th, 2024 (date) by Matt Blanton (name of officer or agent, title of officer or agent) of Cathcart Construction Company (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced  
(type of identification) as identification.

[Notary Seal]



Cathy R. Owen  
Notary Public

CATHY R. OWEN  
Name typed, printed or stamped

My Commission Expires: 11/21/24

Lakewood/Rewis Water Main Replacement –  
Federal Funded ARPA Project  
ITB #24-005

SECTION 00311

SAM.GOV REGISTRATION INFORMATION – REVISED FORM

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: Cathcart Construction Company - Florida, LLC

Unique Entity ID (UEI) number: MHV9M8ZKK619

CAGE Code: 740Y3

Physical Address: 1056 Willa Springs Dr, Winter Springs, FL 32708

Expiration date of Registration: 06-05-2024



SECTION 00312

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] Cathcart Construction Company - Florida, LLC certifies, to the best of his or her knowledge, that:

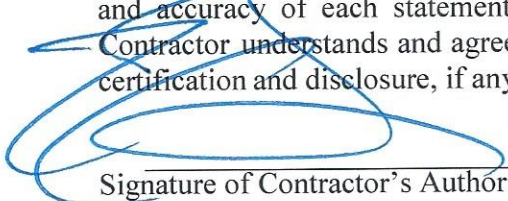
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

Contractor, [Company] Cathcart Construction Company - Florida, LLC, 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

Matt Blanton / President  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

END OF SECTION

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

00312-1

SECTION 00410

BID BOND

*Bidder shall provide the City with a Bid Bond in the amount of five percent (5%) of the contract bid.*

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cathcart Construction  
Company - Florida, LLC, as Principal, and United Fire & Casualty Company

----- 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) \$ 81,687.50

Eighty one thousand six hundred eighty seven dollars & 50/100

(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 26th day of March, 2024. 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 Project: "ITB #24-005 Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA 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,

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005



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.



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.<br>All signatures must have their names printed or type below their signature. |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|

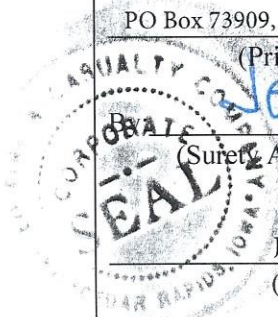
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If Bidder is <b>SOLE PROPRIETORSHIP</b> , complete this signature block.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                       |
| <div style="border-bottom: 1px solid black; text-align: center;">(Individual's Signature)</div> <div style="border-bottom: 1px solid black; text-align: center;">(Individual's Signature)</div> <div style="border-bottom: 1px solid black; text-align: center;">doing business as _____</div> <div style="border-bottom: 1px solid black; text-align: center;">(Business Address)</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border-bottom: 1px solid black; text-align: center;">(Telephone No.)</div> <div style="border-bottom: 1px solid black; text-align: center;">(Florida License No.)</div> </div> | <div style="border-bottom: 1px solid black; text-align: center;">(1) _____ (Witness)</div> <div style="border-bottom: 1px solid black; text-align: center;">(2) _____ (Witness)</div> <div style="text-align: center; margin-top: 20px;">(SEAL)</div> |

| If Bidder is <b>PARTNERSHIP</b> , complete this signature block. |                       |
|------------------------------------------------------------------|-----------------------|
| _____                                                            | (1) _____             |
| (Partnership Name)                                               | (Witness)             |
| _____                                                            | (2) _____             |
| (General Partner's Signature)                                    | (Witness)             |
| _____                                                            | (SEAL)                |
| (General Partner's Name)                                         |                       |
| _____                                                            |                       |
| (Business Address)                                               |                       |
| _____                                                            |                       |
| (Telephone No.)                                                  | (Florida License No.) |





**SURETY**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>United Fire &amp; Casualty Company</u><br>(Surety Business Name)<br><br><u>PO Box 73909, Cedar Rapids, IA 52407-3909</u><br>(Principal Place of Business)<br><br> <u>Jeffrey W. Reich</u><br>(Surety Agent's Signature - See Note 2)<br><br><u>Jeffrey W. Reich</u><br>(Surety Agent's Name)<br><br><u>Attorney-In-Fact &amp; FL Licensed Resident Agent</u><br>(Surety Agent's Title)<br><br><u>Florida Surety Bonds, Inc.</u><br>(Business Name of Local Agent for Surety)<br><br><u>620 N. Wymore Road, Suite 200, Maitland, FL 32751</u><br>(Business Address)<br><br><u>(407) 786-7770</u> <u>N/A</u><br>(Telephone No.)      (Bond No.) | Witness: (If agency is not a Corporation)<br><br>(1) <u>N/A</u><br>(Witness)<br><br>(2) <u>N/A</u><br>(Witness)<br><br>Attest: (If Agency is a Corporation)<br><br><u>Susan L. Reich</u><br>(Corporate Secretary Signature)<br><br><u>Susan L. Reich</u><br>(Corporate Secretary Name)<br><br><br>(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.

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF FLORIDA )

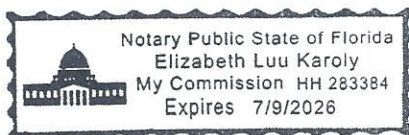
COUNTY OR CITY OF ORANGE )

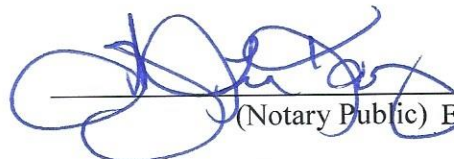
The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 26th day of March, 2024 by Jeffrey W. Reich as  
Attorney-in-Fact, who is personally known to me or who has produced N/A as  
identification on behalf of United Fire & Casualty Company, a Iowa Corporation,  
(Surety Company) (State)

which executed the attached bond as surety, who deposed and said that his signature and the  
corporate seal of said United Fire & Casualty Company were affixed by order and authority of said  
(Surety Company)

Company's Board of Directors, and that the execution of the attached bond is the free act and deed of  
United Fire & Casualty Company.  
(Surety Company)

Given under my hand and seal this 26th day of March, 2024.



  
(Notary Public) Elizabeth Luu Karoly

My Commission Expires 7/9/2026

END OF SECTION

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

00410-7





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

#### "Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

24th day of January, 2023

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 24th day of January, 2023, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 26th day of March, 2024.

By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



BPOA0049.1217

This paper has a colored background and void pantograph.



SECTION 00480

NON-COLLUSION AFFIDAVIT

STATE OF Florida  
COUNTY OF Seminole

Matt Blanton

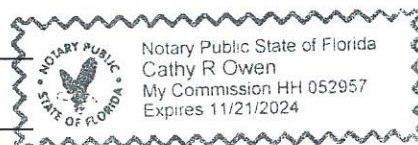
, being first duly sworn deposes and says:

1. He/She is the President  
(Owner, Partner, Office, Representative or Agent)  
of Cathcart Construction Company - Florida, LLC, the Bidder that has submitted the attached Bid;
2. He/She 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: [Signature]  
Title: President

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 26th day of March, 2024, by Matt Blanton in the state of Florida County of Seminole.

Cathy R. Owen  
Notary Public  
My Commission Expires: 11/21/24



END OF SECTION

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005



### 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 the 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:

Cathcart Construction Company - Florida, LLC

Firm Name

Signature

Matt Blanton / President

Name and Title (Print or Type)

3/26/24

Date

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005



SECTION 00481

CERTIFICATION OF NONSEGREGATED 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. The 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. The 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.

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 are incorporated herein.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date March 26th, 2024

By: Matt Blanton

President

(Title)

Official Address (including Zip Code):

1056 Willa Springs Dr, Winter Springs, FL 32708

ATTACH AND INCLUDE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

END OF SECTION



SECTION 00482

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. 1. This sworn statement is submitted to City of Ocoee, Florida by Cathcart Construction Company - Florida, LLC  
(Entity)  
by Matt Blanton / President  
(Print individual's Name & Title)  
whose business address is 1056 Willa Springs Dr, Winter Springs, FL 32708

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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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).

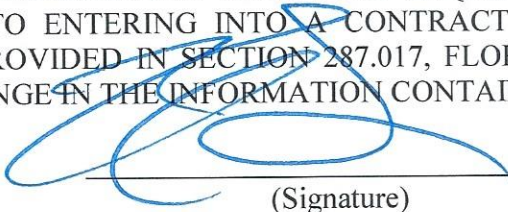
✓

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 FOR A PERIOD OF ONE YEAR. 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: 3/26/24

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

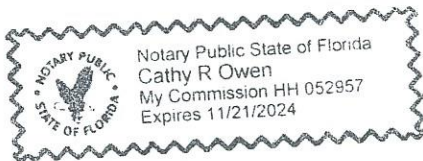
00482-2

Cathcart Construction Company - Florida, LLC  
Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 26th day of March, 2024 by Matt Blanton  
affixed his/her signature in the place provided above on this 26th day of March, 2024.



Notary Public Cathy R. Owen  
My Commission Expires: 11/21/24

END OF SECTION



SECTION 00483

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee for ITB #24-005.

**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.**

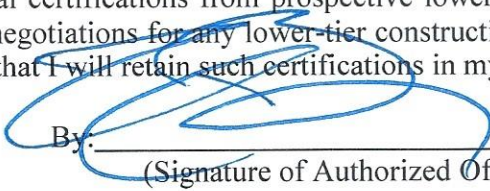
I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I have X I 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 X I 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 March 26th, 2024.

By: 

(Signature of Authorized Official)

Cathcart Construction Company - Florida, LLC

(Name of Construction Contractor or Subcontractor)

1056 Willa Springs Dr, Winter Springs, FL 32708

(Address of Construction Contractor or Subcontractor)

407-629-2900

(Telephone Number)

46-4740152

(Employer Identification No.)

END OF SECTION

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

SECTION 00484

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, and is not 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. 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: Cathcart Construction Company - Florida, LLC

By: \_\_\_\_\_

(Authorized Signature)

Printed Name and Title: Matt Blanton / President

Date: 3/26/24

END OF SECTION





# Cathcart

Construction Company - Florida, LLC

**A Safety Company That Builds Infrastructure Projects**

1056 Willa Springs Dr Winter Springs, FL 32708  
(407) 629-2900

## **Important Recently Completed Projects by Cathcart Construction Company Florida, - LLC – Attachment A**

- 1) **TWA Lakeshore Utilities Relocation** – This project was a utilities relocation project so a trail could be installed. The project relocated over 1700 LF of 12" of watermain via open cut and 620 LF of 12" watermain via directional drill. For the reclaim watermain system 4200 LF of 12" RWM was relocated and 2300 LF of 16" RWM was relocated. There was also 1400 LF of 16" direction drill done for the RWM. The restoration of the project consisted of roadway, concrete, and sod.
  - a. Toho Water Authority – 951 Martin Luther King Blvd Kissimmee, FL 34741
  - b. Contract Amount \$6,162,765.00
  - c. Jay Morris – Engineer – (407) 797-6211 – [jmorris@cphcorp.com](mailto:jmorris@cphcorp.com)
  - d. Completion Date August 2023
- 2) **Walnut St Force Main** – This project was a Force Main extension with 1980 LF of 14" HDPE directional drill and 2680 LF of 12" PVC open cut. The project utilized 8 gate valves, multiple fittings, and a 12" double line stop bypass to make connections.
  - a. Toho Water Authority – 951 Martin Luther King Blvd Kissimmee, FL 34741
  - b. Contract Amount \$1,159,650.00
  - c. Micah Smart – Engineer II – (407) 483-3851 – [Msmart@tohowater.com](mailto:Msmart@tohowater.com)
  - d. Completion Date June 2023
- 3) **Urick St Force Main Extension** – This Project was a force main upgrade that installed 3240 LF of 8" PVC and 4880 LF of 10" PVC via open cut. There was also 680 LF of 10" HDPE and 2120 LF of 12" HDPE installed via directional drill. 19 ARV we needed with the force main install. The restoration required asphalt roadway, concrete sidewalk, and concrete driveways.
  - a. City of Fruitland Park – 506 W. Berkman Street Fruitland Park, FL 34731
  - b. Contact Amount \$2,608,685.00
  - c. Robb Dicus – Public Works Director – (352) 360-6795 – [RDicus@fruitlandpark.org](mailto:RDicus@fruitlandpark.org)
  - d. Completion Date March 2023



- 4) **Amanda ST Extension Construction** – This project performed the installation of 2434 LF of 4" water main, 2525 LF of 8" water main, 469 LF of 4" directional drill, 2097 LF of 8" sewer, 475 LF of 8" sewer, 1600 LF of 18" RCP, and 1900 LF of 24" RCP.
- a. City of Altamonte Springs – 225 Newburyport Avenue, Altamonte Springs, FL 32701
  - b. Original Budget \$3,752,212.41 – Final Budget \$3,751,287.92
  - c. Trey Sisk – Construction Manager – (407) 571-8572 - [tsisk@altamonte.org](mailto:tsisk@altamonte.org)
  - d. Completion Date September 20
- 5) **Orange City Blue Springs Sewer** – This project was a Force Main extension, new gravity sewers and two new lift stations. We also reconstructed the roadway after finishing the repairs.
- a. City of Orange City – 205 E Graves Avenue – Orange City, FL 32763
  - b. Contact Amount \$3,949,852.12
  - c. Mariluz Diaz – Construction Engineer – (386) 775-5472 – [mdiaz@orangecityfl.gov](mailto:mdiaz@orangecityfl.gov)
  - d. Completion Date February 2024
- 6) **Orlando Conserv 36-inch Reclaim Water Main Extension** – Installed 2700 LF of 36" RWM and 1100 LF of conduit duck bank.
- a. City of Orlando – 400 S. Orange Avenue – Orlando, FL 32801
  - b. Contact Amount \$1,937,023.72
  - c. Greg Sharp – Construction Manager – (407) 770-9375 – [gregory.sharp@cityoforlando.net](mailto:gregory.sharp@cityoforlando.net)
  - d. Completion Date December 2022



## Cathcart Construction Company

- Florida, LLC -

1056 Willa Springs Drive – Winter Springs – Florida – 32708

### References

Trey Sisk  
Construction Project Manager  
[TSisk@altamonte.org](mailto:TSisk@altamonte.org)  
City of Altamonte Springs  
950 Calabria Drive  
Altamonte Springs, FL 32714  
(407) 571-8572

Charlie Conklin, P.E.  
Project Manager / Design Engineer  
[Charlie.Conklin@cityoforlando.net](mailto:Charlie.Conklin@cityoforlando.net)  
City of Orlando  
400 S. Orange Avenue  
Orlando, FL 32801  
321-229-0310 cell

Jon C. Williams  
City Manager  
[jwilliams@cwgdn.com](mailto:jwilliams@cwgdn.com)  
City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787  
(407) 656-4111 ext. 2263

Robert T. Masiku  
Design & Construction Manager  
[Robert.Masiku@kissimmee.gov](mailto:Robert.Masiku@kissimmee.gov)  
City of Kissimmee  
101 Church Street, Suite 301  
Kissimmee, Florida 34741  
(407) 518-2174

Alan Oyler, P.E.  
Project Manager II  
[alan.oyler@cityoforlando.net](mailto:alan.oyler@cityoforlando.net)  
City of Orlando  
400 S. Orange Ave.  
Orlando, FL 32801  
(407) 246-2573

Steve Cockerman  
Engineer Manager / Vice President  
[steven.cockerham@neel-schaffer.com](mailto:steven.cockerham@neel-schaffer.com)  
**Neel-Schaffer, Inc.**  
2301 Lucien Way, Suite 300  
Maitland, FL 32751  
(652) 404-4012

Mike Parker  
Public Works Director  
[mparker@oaklandfl.gov](mailto:mparker@oaklandfl.gov)  
Town of Oakland  
3650 NE 12th Avenue  
Oakland Park, FL 33334  
(407) 656-1117 ext.2302

Corey Kramer  
Project Manager / Engineer  
[ckramer@osc-eng.com](mailto:ckramer@osc-eng.com)  
Osceola Engineering, Inc  
1003 Florida Avenue  
St. Cloud, FL 34769  
(407) 891-0452

Troy Mitchell  
Civil Engineer  
[Troy.mitchell@half.com](mailto:Troy.mitchell@half.com)  
Half Associates, Inc.  
902 N Sinclair Ave  
Tavares, FL 32778  
(352) 557-9231

Jay Morris, P.E.  
Vice President  
[jmorris@cphcorp.com](mailto:jmorris@cphcorp.com)  
CPH Inc.  
1117 E Robinson St.  
Orlando, FL 32801  
(407) 797-6211




[Main Menu](#) | [Update Profile](#) | [Logoff](#) | [Contact Us](#)
**Certified General Contractor #CGC051005**

 Logged in as **cathcart, john Com**

### License Menu

Select the function you wish to perform.  
Press "Back" to return to the main menu.

|                         |                                                                |
|-------------------------|----------------------------------------------------------------|
| License Issued To:      | <b>CATHCART, JOHN THOMAS</b>                                   |
| DBA Name:               | <b>CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC</b>            |
| License Status:         | <b>Current, Active</b>                                         |
| Originally Licensed On: | <b>07/28/1990</b> (mm/dd/yyyy)                                 |
| Expires On:             | <b>08/31/2024</b> (mm/dd/yyyy)                                 |
| Modifiers:              | <b>Construction Business</b><br><b>02/20/2004</b> (mm/dd/yyyy) |

### Functions

[Change of Status from Active to Inactive](#)  
[Address Change](#)  
[Apply For Name Change](#)  
[Print Inactive Receipt](#)  
[Print License Certificate](#)  
[Request License Certification](#)  
[Individual Active](#)  
[Individual Inactive](#)  
[Qualify a Business](#)  
[Qualify additional Business as Business](#)  
[Qualify additional Business as Individual](#)  
[Reinstatement of Certified License from Null & Void](#)  
[View My Continuing Education](#)  
[Remove This License From My Account](#)

[Back](#)

The State of Florida is an AA/EEO employer. [Copyright 2007-2013 State of Florida, Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.




[Main Menu](#) | [Update Profile](#) | [Logoff](#) | [Contact Us](#)

Certified Utility &amp; Excavation Contractr #CUC057230

Logged in as **cathcart, john Com****License Menu**

Select the function you wish to perform.  
Press "Back" to return to the main menu.

|                         |                                                                |
|-------------------------|----------------------------------------------------------------|
| License Issued To:      | <b>CATHCART, JOHN THOMAS</b>                                   |
| DBA Name:               | <b>CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC</b>            |
| License Status:         | <b>Current, Active</b>                                         |
| Originally Licensed On: | <b>01/12/2000</b> (mm/dd/yyyy)                                 |
| Expires On:             | <b>08/31/2024</b> (mm/dd/yyyy)                                 |
| Modifiers:              | <b>Construction Business</b><br><b>02/20/2004</b> (mm/dd/yyyy) |

**Functions**[Certified Underground Utility and Excavation Contractor - Change of Status from Active to Inactive](#)[Address Change](#)[Apply For Name Change](#)[Print Inactive Receipt](#)[Print License Certificate](#)[Request License Certification](#)[Individual Active](#)[Individual Inactive](#)[Qualify a Business](#)[Qualify additional Business as Business](#)[Qualify additional Business as Individual](#)[Reinstatement of Certified License from Null & Void](#)[View My Continuing Education](#)[Remove This License From My Account](#)**Back**The State of Florida is an AA/EEO employer. [Copyright 2007-2013 State of Florida, Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.  
Please see our [Chapter 455](#) page to determine if you are affected by this change.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

### Filing Information

**Document Number** L14000021124  
**FEI/EIN Number** 46-4740152  
**Date Filed** 02/06/2014  
**State** FL  
**Status** ACTIVE  
**Last Event** LC DISSOCIATION MEM  
**Event Date Filed** 05/16/2014  
**Event Effective Date** NONE

### Principal Address

1056 WILLA SPRINGS DR  
 WINTER SPRINGS, FL 32708

Changed: 04/29/2022

### Mailing Address

PO BOX 195788  
 WINTER SPRINGS, FL 32708

### Registered Agent Name & Address

CATHCART, DAVID  
 1056 WILLA SPRINGS DR  
 WINTER SPRINGS, FL 32708

Name Changed: 04/26/2015

Address Changed: 04/29/2022

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

BLANTON, MATT  
 PO BOX 195788  
 WINTER SPRINGS, FL 32719

**Title MGR**

CATHCART, DAVID  
PO BOX 195788  
WINTER SPRINGS, FL 32719

**Title Manager**

Cathcart, John  
2564 Connection Point  
Oviedo, FL 32765

**Annual Reports**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2020               | 08/18/2020        |
| 2021               | 04/22/2021        |
| 2022               | 04/29/2022        |

**Document Images**

|                                                         |                                          |
|---------------------------------------------------------|------------------------------------------|
| <a href="#">04/29/2022 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/22/2021 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">08/18/2020 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/29/2019 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/29/2018 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">03/30/2017 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/14/2016 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/26/2015 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">05/16/2014 -- CORLCDSMEM</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">02/06/2014 -- Florida Limited Liability</a> | <a href="#">View image in PDF format</a> |





## SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/24

**CATHCART CONSTRUCTION COMPANY-FLORIDA LLC**  
**2564 CONNECTON PT**  
**OVIEDO, FL 32765**

Account #: 157615

MATTHEW T BLANTON (OFFICER)

REGULATED  
License # - GCG051005  
Qualifier- JOHN THOMAS CATHCART

Receipt #: WEB#2023092831551

Amount Paid: \$ 45.00

Date Paid: 09/28/2023

### BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

**REPORT ALL CHANGES:** The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

**CATHCART CONSTRUCTION COMPANY-FLORIDA LLC**  
**P O BOX 195788**  
**WINTER SPRINGS, FL 32719**



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

February 29, 2024

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC  
1056 WILLA SPRINGS DRIVE  
WINTER SPRINGS, FLORIDA 32708

### RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

#### FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, DITCH PAVEMENT, DRIVEWAYS, LIFT STATIONS, RIP RAP, UNDERGROUND UTILITIES (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

**[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII



Company ID Number: 1454842



## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Cathcart Construction (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1454842

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

**Company ID Number:** 1454842

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



**Company ID Number:** 1454842

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





Company ID Number: 1454842

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 1454842

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



**Company ID Number:** 1454842

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and





Company ID Number: 1454842

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

Company ID Number: 1454842

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 1454842

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.





Company ID Number: 1454842



## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 1454842



E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1454842

Approved by:

|                                                                   |                           |
|-------------------------------------------------------------------|---------------------------|
| <b>Employer</b><br>Cathcart Construction Company - Florida        |                           |
| <b>Name (Please Type or Print)</b><br>Matthew Blanton             | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>09/30/2019 |
| <b>Department of Homeland Security – Verification Division</b>    |                           |
| <b>Name (Please Type or Print)</b><br>USCIS Verification Division | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>09/30/2019 |





Company ID Number: 1454842

### Information Required for the E-Verify Program

#### Information relating to your Company:

|                                                     |                                           |
|-----------------------------------------------------|-------------------------------------------|
| Company Name                                        | Cathcart Construction Company - Florida   |
| Company Facility Address                            | 2564 Connection Point<br>Oviedo, FL 32765 |
| Company Alternate Address                           |                                           |
| County or Parish                                    | SEMINOLE                                  |
| Employer Identification Number                      | 464740152                                 |
| North American Industry Classification Systems Code | 237                                       |
| Parent Company                                      | Cathcart Construction Company - Florida   |
| Number of Employees                                 | 100 to 499                                |
| Number of Sites Verified for                        | 1 site(s)                                 |



Company ID Number: 1454842



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



**Company ID Number:** 1454842

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Claudia Bosquez  
Phone Number 407629290016  
Fax 3212034900  
Email claudia@cathcartconstructioncompany.com

Name Cathv Owen  
Phone Number 407629290010  
Fax 4072034900  
Email cathv@cathcartconstructioncompany.com

Name Matthew Blanton  
Phone Number 407629290021  
Fax 3212034900  
Email mblanton@cathcartconstructioncompany.com





Company ID Number: 1454842



This list represents the first 20 Program Administrators listed for this company.

Mayor  
Rusty Johnson

City Manager  
Robert Frank



Commissioners  
Scott R. Kennedy, District 1  
Rosemary Wilsen, District 2  
Richard Firstner, District 3  
Ages Hart, District 4

March 19, 2024

**ADDENDUM NO. TWO (2)**  
**CITY OF OCOEE**  
**ITB #24-005 LAKEWOOD/REWIS WATER MAIN REPLACEMENT –**  
**FEDERAL GRANT FUNDED ARPA PROJECT**

This addendum shall modify and become a part of the original ITB Documents for ITB #24-005. This addendum consists of one (1) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

**Answers to questions received and/or Amendments to the ITB Documents are as follows:**

- Q1. What is the road base spec for this project/ please include material and depth along with any other pertinent information?
- A1. **Refer to notes on plan sheets C-10 an C-11 along with the City's construction details (PW Details) and the latest edition of the City's ESM (Article 3) and FDOT's Design Standards.**
- Q2. In the alternative bid, the paving material is called out. Please provide, where possible, a detail of the roadway restoration for this project that includes definitive and consistent guidance on restoration limits as well as the desired material, depth and any other pertinent information.
- A2. **Refer to notes on plan sheets C-10 an C-11 along with the City's construction details (PW Details) and the latest edition of the City's ESM (Article 3) and FDOT's Design Standards.**
- Q3. If available, please provide a geotech testing detail along with any other relevant information.
- A3. **There is no Geotech information for this project.**

*Alexis Chentouf*

Alexis Chentouf  
Purchasing Technician

cc: Jamie Croteau, Utilities Director

Mayor  
Rusty Johnson

City Manager  
Robert Frank



Commissioners  
Scott R. Kennedy, District 1  
Rosemary Wilsen, District 2  
Richard Firstner, District 3  
Ages Hart, District 4

March 19, 2024

**ADDENDUM NO. ONE (1)**  
**CITY OF OCOEE**  
**ITB #24-005 LAKEWOOD/REWIS WATER MAIN REPLACEMENT –**  
**FEDERAL GRANT FUNDED ARPA PROJECT**

This addendum shall modify and become a part of the original ITB Documents for ITB #24-005. This addendum consists of two (2) pages, including attachments. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

**Answers to questions received and/or Amendments to the ITB Documents are as follows:**

- Q1. Should there be included stripping costs associated with the removal and replacement of asphalt? Are there any quantities of stripping that would need to be done during this project either in the main section or the alternate?
- A1. **Yes, stripping should be part of the cost Bid Item No. 47 and Bid Item No. ALT6. And it is recommended that the Contractor visit the site to determine quantity. Shall be based on existing stripping of the road at a minimum.**
- Q2. For Pavement Restoration, the existing pavement is SP-12.5. What is the asphalt thickness & base thickness? Also, does the base use limerock?
- A2. **Refer to notes on plan sheets C-10 and C-11 along with the City's construction details and the latest edition of the City's ESM (Article 3) and FDOT's Design Standards.**
- Q3. How long can an open-cut trench be before we are required to close it up & restore the existing site around it?
- A3. **This will vary depending on the area of the crossing, existing conditions, and traffic conditions. More detail can be given when discussed during the Pre-Construction Meeting. The Contractor shall be responsible for maintaining the open cut before restoration.**
- Q4. What is the Engineer's Estimated & amount for Liquidated Damages?



- A4. **Approx. \$1.7 Million. Please see Bid Documents for Liquidated Damages.**
- Q5. Regarding MOT, are we allowed to close off one-lane when performing open-cutting on one side of the road?
- A5. **This will vary depending on the area of the crossing, existing conditions, and traffic conditions. More detail can be given when discussed during the Pre-Construction Meeting. The Contractor shall responsible for maintaining the open cut before restoration.**
- Q6. Regarding MOT, are we allowed to close off both lanes when performing open-cutting cross the entire width of the road?
- A6. **Please refer to A5.**
- Q7. We will need to mail in an official copy of our bid bond within 5-Days after the Bid Opening. Are we allowed to hand deliver the bid bond? If so, where exactly do we drop it off?
- A7. **Yes, the bid bond can be hand delivered at Ocoee City Hall; 1 N. Bluford Ave Ocoee, FL 34761. Tell the receptionist you are dropping off the bond to Alexis Chentouf in purchasing.**
- Q8. What are the details for providing temporary restoration to the roads? Also, how much of the road can be left "temporarily restored" until we need to apply final asphalt pavement?
- A8. **The city shall follow the City's Engineering Standards Manual and FDOT's Latest Standards. The City will allow FDOT standard crushed concrete road base at a minimum to be maintained by Contractor**
- Q9. Bid Item #47 calls for Removal and Replacement of Asphalt @ 1760 SY. Can you please clarify the asphalt type and thickness that will need to be replaced? The Alternate paving items mentions 1.5" with Type SP-12.5. Should the line item #47 be the same as this?
- A9. **Yes, line item #47 should be the same, 1.5" of SP-12.5.**

*Alexis Chentouf*

Alexis Chentouf  
Purchasing Technician

cc: Jamie Croteau, Utilities Director



Mayor  
Rusty Johnson

City Manager  
Robert Frank



Commissioners  
Scott R. Kennedy, District 1  
Rosemary Wilsen, District 2  
Richard Firstner, District 3  
Ages Hart, District 4

March 19, 2024

**ADDENDUM NO. TWO (2)**  
**CITY OF OCOEE**  
**ITB #24-005 LAKEWOOD/REWIS WATER MAIN REPLACEMENT –**  
**FEDERAL GRANT FUNDED ARPA PROJECT**

This addendum shall modify and become a part of the original ITB Documents for ITB #24-005. This addendum consists of one (1) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

**Answers to questions received and/or Amendments to the ITB Documents are as follows:**

- Q1. What is the road base spec for this project/ please include material and depth along with any other pertinent information?
- A1. Refer to notes on plan sheets C-10 an C-11 along with the City's construction details (PW Details) and the latest edition of the City's ESM (Article 3) and FDOT's Design Standards.
- Q2. In the alternative bid, the paving material is called out. Please provide, where possible, a detail of the roadway restoration for this project that includes definitive and consistent guidance on restoration limits as well as the desired material, depth and any other pertinent information.
- A2. Refer to notes on plan sheets C-10 an C-11 along with the City's construction details (PW Details) and the latest edition of the City's ESM (Article 3) and FDOT's Design Standards.
- Q3. If available, please provide a geotech testing detail along with any other relevant information.
- A3. There is no Geotech information for this project.

*Alexis Chentouf*

Alexis Chentouf  
Purchasing Technician

cc: Jamie Croteau, Utilities Director

**PROJECT MANUAL**

**Lakewood/Rewis Water Main  
Replacement Federal Grant  
Funded ARPA Project**

**BID ITB #24-005**



OCOEE

florida

**February 2024**

*Prepared by:*

**Hazen**

CITY OF OCOEE

**ITB #24-005**  
**Lakewood/Rewis Water Main Replacement –**  
**Federal Grant Funded ARPA Project**

**TABLE OF CONTENTS**

**DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

| <b><u>SECTION</u></b> | <b><u>TITLE</u></b>                                               |
|-----------------------|-------------------------------------------------------------------|
| 00010                 | Legal Advertisement                                               |
| 00020                 | Invitation to Bid                                                 |
| 00100                 | Instructions to Bidders                                           |
| 00200                 | Information Available to Bidders                                  |
| 00300                 | Bid Form                                                          |
| 00301                 | Questionnaire                                                     |
| 00301A                | Subcontractor & Supplier List                                     |
| 00302                 | Compliance with Florida Trench Safety Act                         |
| 00303                 | Drug-Free Workplace Certification                                 |
| 00310                 | E-Verify Certification                                            |
| 00311                 | SAM Registration                                                  |
| 00312                 | Byrd Anti-Lobbying Certification                                  |
| 00410                 | Bid Bond                                                          |
| 00480                 | Non-Collusion Affidavit                                           |
| 00480A                | Conflict of Interest Disclosure Form                              |
| 00481                 | Certification of Non-segregated Facilities                        |
| 00482                 | Sworn Statement on Public Entity Crimes                           |
| 00483                 | Certification of Nondiscriminatory Labor Practices                |
| 00484                 | Certification Regarding Scrutinized Companies' List               |
| 00500                 | Contract for Construction                                         |
| 00610                 | Performance Bond                                                  |
| 00620                 | Statutory Payment Bond                                            |
| 00630                 | Construction Performance and Payment Bonds                        |
| 00640                 | Waiver of Right to Claim Against the Payment Bond (Final Payment) |
| 00650                 | Insurance Certificates                                            |
| 00710                 | Standard General Conditions of the Construction Contract          |

## **DIVISION 1 – GENERAL REQUIREMENTS**

|       |                                                |
|-------|------------------------------------------------|
| 01001 | General Requirements                           |
| 01025 | Measurement and Payment                        |
| 01027 | Applications for Payment                       |
| 01040 | Coordination                                   |
| 01340 | Shop Drawings, Working Drawings, and Samples   |
| 01500 | Construction Facilities and Temporary Controls |
| 01505 | Mobilization                                   |
| 01720 | Project Record Documents                       |

## **DIVISION 2 – TECHNICAL SPECIFICATIONS**

|       |                                                                  |
|-------|------------------------------------------------------------------|
| 02012 | Handling and Disposal of Asbestos Cement Pipe                    |
| 02060 | Out-of-Service Utility Piping and Structures                     |
| 02100 | Specific Technical Specifications (Engineering Standards Manual) |
| 03306 | Grout-in-Place Pipes to be Abandoned                             |

## **DIVISION 3 – SPECIFIC SPECIFICATIONS**

|       |                                            |
|-------|--------------------------------------------|
| 03020 | Specific Description of Method of Payments |
|-------|--------------------------------------------|

## **DIVISION 4 – PROJECT DRAWINGS**

Drawings will be attached at PDF

## **LIST OF APPENDICES**

## **APPENDIX “A” – CONTRACT FORMS**

|               |                                 |
|---------------|---------------------------------|
| SECTION 00840 | Instructions for Contract Forms |
| FORM 00840    | Notice of Award                 |
| FORM 00841    | Notice to Proceed               |
| FORM 00842a   | Change Order - City Commission  |



|             |                                                 |
|-------------|-------------------------------------------------|
| FORM 00842b | Change Order - City Manager                     |
| FORM 00843  | Substantial Completion                          |
| FORM 00844  | Non-compliance                                  |
| FORM 00845  | Field Order & Directive                         |
| FORM 00846  | Schedule of Values                              |
| FORM 00847  | Proposed Change                                 |
| FORM 00848  | Daily Construction Report                       |
| FORM 00861a | Pay App - Application for Payment               |
| FORM 00861b | Payment Summary                                 |
| FORM 00861c | Pay App – Summary of Values                     |
| FORM 00861d | Pay App – Contractor’s Certification of Payment |
| FORM 00863  | Final Release of Lien                           |
| FORM 00864  | Shop Drawings                                   |
| FORM 00865  | Final Inspection                                |
| FORM 00868  | Request for Info                                |
| FORM 00879  | Waiver & Lien Release                           |
| FORM 00881  | Progress Lien Release                           |
| FORM 00883  | Final Affidavit                                 |
| FORM 00885  | Interim Affidavit                               |

END OF TABLE OF CONTENTS

## SECTION 00010

### LEGAL ADVERTISEMENT

The City of Ocoee, Florida, (“City”) is soliciting sealed bids for the following project **ITB #24-005 Lakewood/Rewis Water Main Replacement Federal Grant Funded ARPA Project**. Bids will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 pm, local time, on March 26<sup>th</sup>, 2024**. 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 name of each bidder and price submitted will be read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Bid-Meetings>. A non-mandatory **Pre-bid Conference will be held at 10:00 a.m. local time on March 12th, 2024**, at the **City of Ocoee Commissions Chambers, 1 N. Bluford Ave, Ocoee, FL 34761**. All questions regarding this ITB shall be in writing and directed to Alexis Chentouf, Purchasing Technician, [achentouf@ocoe.org](mailto:achentouf@ocoe.org). 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, <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, **February 25th, 2024**.

## SECTION 00020

### INVITATION TO BID

#### ITB #24-005 Lakewood/Rewis Water Main Replacement Federal Grant Funded ARPA Project

The City of Ocoee, Florida (“City”, “Owner”) is soliciting sealed Bids for the Project **ITB #24-005 Lakewood/Rewis Water Main Replacement Federal Grant Funded ARPA 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). All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327, as applicable. Proper documentation is required by the American Rescue Plan Act, per the federal requirements and corresponding forms.

Description of Work: All Work for the Project shall be constructed in accordance with the drawings and specifications and the Contact Documents prepared by Hazen and the City of Ocoee Utilities Department. Bids shall be deemed to include all items necessary for the furnishing, delivering, and installing of all materials, equipment, incidentals, and services, including all labor for the Work which is generally described as the following:

- A. The Project consists of the installation of approximately 4,000 LF of 8” and 6” ductile iron water main and all associated isolation valves, water services, stub-outs, fire hydrants, blow-offs, and connections to existing adjacent water mains, removal and/or grouting and safe handling and proper disposal of approximately 4,000 LF of 6” asbestos cement water main. Additionally, the work includes the removal and/or grouting of approximately 2,000 LF of 2” galvanized steel water main and all respective appurtenances. Surface restoration of all impacted facilities, including asphalt roadway trench repair, milling, resurfacing, and replacing asphalt, concrete sidewalk and curbing, driveways (concrete, stone, asphalt, pavers), stamped asphalt speed bump crossing, striping, ADA ramps, sodding, landscaping, etc. Demolition, removal and reconnection of water services and meters. Deflection of existing or proposed utilities, testing, disinfection of new pipelines and dewatering as necessary for installation of new pipe and structures and all other work as shown in the Contract Drawings. The project will be completed in accordance with American Rescue Plan Act (ARPA) funding requirements.
- B. All work must be done in compliance with the City of Ocoee Engineering Standards Manual. See Section 02100. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the existing reclaim mains.
- C. All labor and material for work is more generally described as the following:
  - Installation and furnishing of approximately 4,000 LF of 8” DI water main and appurtenances required for an active water main.
  - Removal and/or grouting of 4,000 LF of 6” AC water main and 2” galvanized

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

steel water main.

- Connections to existing water mains.
- Repair/restoration/finishing of all facilities affected by the work.
- Sequencing of the work to keep all utilities in service.
- Obtaining necessary permits required to perform the work and notifying authorities having jurisdiction prior to any inspection activities of the upgraded system.
- Coordination with all utility providers.
- Coordination with the Florida Central Railroad (FCEN) for any work within the railroad right-of-way, as required.
- Maintaining the work area and site in a clean and acceptable manner.
- Protection of finished work and unfinished work.
- Repair surfaces that are damaged by new construction activities.
- Flush, clean, test and disinfect pipelines.
- Prepare and submit as-built record drawings to the Owner.
- Restore the site to the original condition or better.
- All valves, fittings, hydrants and appurtenances needed to support the water mains installation.
- Water meter service connections.
- Alternate Bid: Mill and Resurfacing of Flewelling Ave from the intersection of Flewelling and Spring Avenue to the end of the work on Flewelling Ave. Coordinate with the City of Ocoee on milling and resurfacing limits.

The City is ONLY accepting electronic solicitation responses online through the City's Bonfire platform at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City's website at <https://www.ocoe.org/323/Purchasing> under the Current Open Solicitations menu. All Bid submissions for this ITB MUST be submitted electronically 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. It is suggested that prospective bidders register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should a Bidder need assistance with registering, please contact the Bonfire Support Desk by emailing [support@gobonfire.com](mailto: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 upon the bid submission deadline. 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.

**Bid Submission Deadline:** Bids will only be accepted electronically through the Bonfire Platform **until 2:00 p.m., local time, on March 26, 2024.** Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received by Bonfire no later than the bid submission deadline. It shall be the sole responsibility of the Bidder to have its Bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time. Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. A virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter. Once available, the details on how to access the virtual bid opening will be posted in the project file on Bonfire and available on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>.

**Deadline for Receipt of Questions:** The City will receive questions regarding this ITB only through written inquiries directed to Alexis Chentouf, Purchasing Technician at [achentouf@ocoe.org](mailto:achentouf@ocoe.org) OR through the questions and answer section of the project file on Bonfire until **March 19, 2024 at 2:00 p.m., local time.** Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. 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.

**Pre-Bid Conference:** A non-mandatory pre-bid conference is scheduled for **10:00 a.m. local time on Thursday, March 12, 2024,** at the City of Ocoee Commissions Chambers, 1 N. Bluford Ave, Ocoee, FL 34761.

**Bid Bond:** A certified check or bid bond shall accompany each Bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price, and shall be made payable to the City of Ocoee as a guarantee that the Bidder will not withdraw for a period of ninety (90) days after bid closing time.

**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 section 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.]

**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.

**Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**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 reserves the right to award the contract to the Bidder which, in the City's sole discretion, is the most responsive and responsible Bidder. 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.**

END OF SECTION

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### TABLE OF CONTENTS

| ARTICLE | <u>DESCRIPTION</u>                                                               |
|---------|----------------------------------------------------------------------------------|
| 1       | Defined Terms                                                                    |
| 2       | Copies of Bidding Documents                                                      |
| 3       | Qualifications of Bidders                                                        |
| 4       | Examination of Contract Documents and Site                                       |
| 5       | Availability of Lands for Work, Etc.                                             |
| 6       | Addenda and Interpretations                                                      |
| 7       | Bid Security                                                                     |
| 8       | Contract Time                                                                    |
| 9       | Liquidated Damages and Indemnity                                                 |
| 10      | Substitute Material and Equipment                                                |
| 11      | Subcontractors, Etc.                                                             |
| 12      | Bid Form                                                                         |
| 13      | Submission of Bids                                                               |
| 14      | Modification and Withdrawal of Bids                                              |
| 15      | Opening of Bids                                                                  |
| 16      | Bids to Remain Open Subject to Acceptance                                        |
| 17      | Award of Contract                                                                |
| 18      | Taxes                                                                            |
| 19      | Organization of Drawings and Specifications                                      |
| 20      | Required Disclosure                                                              |
| 21      | Qualifications of Surety Companies                                               |
| 22      | Qualifications Submittals                                                        |
| 23      | Interpretation of Quantities                                                     |
| 24      | Drug-Free Workplace                                                              |
| 25      | Construction Safety                                                              |
| 26      | Special Warranty, Performance Bond, Insurance and Correction Period Requirements |
| 27      | Signing of Agreement                                                             |
| 28      | Bid Protests                                                                     |
| 29      | Unit Prices Information                                                          |
| 30      | Licenses and Permits                                                             |
| 31      | Retainage                                                                        |
| 32      | Stored Material Allowance(s)                                                     |
| 33      | E-Verify                                                                         |
| 34      | Federal Funding (ARPA) Requirements                                              |

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### ARTICLE 1 - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders that are defined in Section 01001 – General Requirements have the meanings assigned to them in that Section, as supplemented. Terms defined here for general application within the Project Manual are:
- 1.1.1 "Apparent low Bidder" means the Bidder submitting the lowest bid at the bid opening without correction of numerical discrepancies, consideration of alternates, or determination of responsiveness and responsibility.
  - 1.1.2 "Bidding Documents" consist of the Project Manual and related drawings, both as may be modified by addenda.
  - 1.1.3 "Contract Documents" are described in Section 00500, Article 8, and generally include this complete Project Manual, drawings, any addenda issued by Owner or Engineer, Contractor's Bid, Notice to Proceed, and documentation submitted by Bidder prior to the Notice of Intent to Award being issued.
  - 1.1.4 "Contractor" refers to the corporation, firm, or person who is authorized to undertake the Work.
  - 1.1.5 "Engineer" refers to the Utilities Director of the City of Ocoee, or his designee, who shall act as Owner's representative and serves as project engineer for all decisions and actions requiring action by "Engineer."
  - 1.1.6 "Owner" is the City of Ocoee, Florida.
  - 1.1.7 "Owner's representative" is the Utilities Director of the City of Ocoee or designee.
  - 1.1.8 "Project Manual" refers to the complete document set, including "Engineering Standards Manual," issued by Owner, as may be amended, not including the drawings.
  - 1.1.9 "Purchasing Technician" for this project is Alexis Chentouf, Finance Department/Purchasing, City of Ocoee, [achentouf@ocoe.org](mailto:achentouf@ocoe.org).
  - 1.1.10 "Successful Bidder" means the Bidder to whom Owner awards or expects to award the contract. The apparent low Bidder is not necessarily the successful Bidder.
- 1.2 The work, as defined in Section 00500 – Scope of Work Agreement, is governed by the requirements of Section 00700 – General Conditions and Section 00800 – Supplemental Conditions.



## **ARTICLE 2 - COPIES OF BIDDING DOCUMENTS**

- 2.1 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.bonfirehub.com>. 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.
- 2.2 Complete sets of bidding documents shall include 11" x 17" drawings.
- 2.3 Owner, in making copies of the bidding documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

## **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

Each Bidder shall complete the questionnaire (Section 00301) included in the Bid Form. Owner reserves the right to reject and/or disqualify any Bidder not meeting the Minimum Requirements for this invitation to bid as indicated on the Questionnaire. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within seven (7) days of Owner's request, the additional qualifications submittals set forth in Article 22 of the Instructions to Bidders.

## **ARTICLE 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.1 It is the responsibility of each Bidder before submitting a Bid to: (a) examine thoroughly the Contract Documents and other related data identified in the Bidding Documents; (b) visit the site to become familiar with the general and local conditions that may affect cost, progress, performance, or furnishing of the work; (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work; (d) study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and (e) promptly notify Purchasing Technician of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in or between the Contract Documents and such other related documents or conditions prior to submitting a bid.
- 4.2 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof.
- 4.3 Contractor shall perform exploratory excavations for the purpose of locating underground pipelines, conduits, cables or structures in advance of the construction.

- 4.4 Before submitting a Bid, each Bidder will be responsible for obtaining such additional or 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 cost, progress, performance, or furnishing of the work, or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder, and safety precautions and programs incident thereto or that Bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.5 Each Bidder has access to the public portions of the construction area to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a bid. Bidder must fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 4.7 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4; that without exception the bid is premised upon performing and furnishing the work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents; that Bidder has given Purchasing Technician written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Purchasing Technician are acceptable to Bidder; and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.
- 4.8 The submission of the Bid shall be an indication that the Bidder has considered normal local weather conditions (daily and monthly variations) and accounted for these circumstances in the preparation of the bid and schedule of construction.

#### **ARTICLE 5 - AVAILABILITY OF LANDS FOR WORK, ETC.**

- 5.1 The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 5.2 Each Bidder is instructed to fully acquaint himself or herself with the status of easement acquisitions by the Owner at the time of submission of his or her bid and the possibility that additional parcels may remain to be acquired. The Contractor shall sequence and schedule the work to delay schedule impacts caused by un-acquired easements so as not to interfere with the progress of the work in other areas of the Project. The Owner shall not

be liable for any damage that may occur to the Contractor for any and all delay through delay of the Owner in securing the necessary right-of-way. The Owner agrees that it shall make every effort to acquire such easements, if any, with all reasonable speed and diligence.

## **ARTICLE 6 - ADDENDA AND INTERPRETATIONS**

- 6.1 Bidders shall promptly notify Purchasing Technician of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or the site before submitting a Bid.
- 6.2 All questions about the meaning or intent of the Bidding Documents shall be submitted to Purchasing Technician in writing by e-mail or through the question and answer section of the project file on Bonfire. Bidders shall not contact other City staff, members of the City Commission, or City's or consultants before the award date with reference to this Invitation to Bid. **Any contact with other members of City staff, the City Commission, or their agents or consultants during the bid, award, and protest period may be grounds for Bidder disqualification.**
- 6.3 Submitted questions and their replies considered relevant to other Bidders, if any, shall be published through addenda posted on Bonfire no later than twenty-four (24) hours before bid time. **Questions received less than seven (7) calendar days prior to the date for opening of bids may not be answered.** Only questions answered by formal written addenda shall be binding. Prospective Bidders are warned that no source other than formal written addenda is authorized to give information supplementing, explaining, or interpreting the Bidding Documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements.
- 6.4 Owner reserves the right to suspend, cancel, or postpone bid opening without prior notice in response to emergencies, loss of and/or unattainable funds, and other unexpected conditions. An addendum will be published at the earliest reasonable opportunity notifying bidders of such an event and the time of any new bid opening date.

## **ARTICLE 7 - BID SECURITY**

- 7.1 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.

- 7.2 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: Alexis Chentouf, Purchasing Technician, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original will cause your bid to be deemed non-responsive.
- 7.3 In the event of withdrawal of said Bid within ninety (90) days following the opening of bids, or Bidder'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 Bidder shall be liable to the City in the full amount of the Bid Security 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.
- 7.4 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.
- 7.5 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.
- 7.6 The bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award will be retained by Owner until the City and successful bidder have executed the contract for work or until the ninety-first (91<sup>st</sup>) day after the bid opening, whichever is earlier. Bid security, in the form of a cashier's check, of other Bidders will be returned approximately thirty (30) days after the bid opening. Bid security, in the form of a bid bond, will be returned upon request following the same criteria as the cashier's check. The bid security of the successful Bidder shall be retained until such Bidder has executed the Agreement and furnished the required payment and performance bonds, whereupon the bid security shall be returned. If the successful Bidder fails to furnish the required qualifications or submittals; or fails to execute and deliver the Agreement and furnish the required bonds within ten (10) days of the Notice of Award, Owner may rescind the Notice of Award and the bid security of that Bidder shall be forfeited.

## **ARTICLE 8 - CONTRACT TIME**

The number of consecutive calendar days within which, or the date by which, the work is to be completed (the Contract Time) is set forth in the Scope of Work Agreement (Section 00500).

## **ARTICLE 9 - LIQUIDATED DAMAGES AND INDEMNITY**

- 9.1 Provisions for liquidated damages are set forth in the Scope of Work Agreement (Section 00500, Article 3).



- 9.2 The liquidated damages amount of Section 00500 has been established in accordance with the Florida Department of Transportation's *Standard Specifications for Road and Bridge Construction*, 2004 Edition, and supplements and revisions thereto.

## **ARTICLE 10 - SUBSTITUTE MATERIAL AND EQUIPMENT**

The work, if awarded, shall be awarded on the basis of material and equipment described in the drawings or given in the specifications with consideration of possible substitute items identified by the reference, "or equal." Whenever it is indicated in the drawings or stated in the specifications that a substitute item of material or equipment may be furnished or used by Contractor, if acceptable to Owner's representative, then application for such acceptance shall not be considered by Owner's representative until after the effective date of the Agreement. If a substitution list is provided as part of the prescribed Base Bid Form, Bidders must identify proposed substitute materials. These substitute materials and equipment shall be evaluated after the effective date of the Agreement. Only the proposed alternatives and substitution items listed on the Substitution List shall be evaluated by the Owner's representative. The cost of changes in related work and/or production of additional drawings that may be required to illustrate or define the alternate equipment and its relationship to the other parts or portions of the work shall be paid by Contractor. No change shall be made in the amount of time in which to complete the work or in the liquidated damages. If the proposed substituted material or equipment is found to be unacceptable to the Owner's representative as an "equal" item, then the base bid material or equipment named in the specification or City's Approved Materials List shall be furnished by the Contractor.

## **ARTICLE 11 - SUBCONTRACTORS, ETC.**

- 11.1 Each Bid must identify the names and addresses of the subcontractors listed in the bid form titled, "Subcontractor/Supplier List (Section 00301-A)." If requested by the Purchasing Technician, the Bidder, and any other Bidder so requested, shall, within seven (7) days after the date of the request, submit to Owner an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, and organization. If Owner or its representative, after due investigation, has reasonable objection to any proposed subcontractor, other person, or organization, then Owner may, before giving the Notice of Award, request Bidder to submit an acceptable substitute without an increase in contract price or contract time. If the Bidder declines to make any such substitution, Owner may elect not to award the work to such Bidder. A Bidder's declining to make any such substitution shall not constitute grounds for sacrificing his bid security. No Bidder shall be required to employ any subcontractor, other person, or organization against whom Bidder has reasonable objection.
- 11.2 Procedures for approval of other subcontractors after execution of the Agreement are through written submittal to and approval by Owner's representative.
- 11.3 Each Bidder must complete the bid form titled, "Subcontractor/Supplier List" (Section 00301-A) listing each item of work to be subcontracted and the estimated not-to-exceed

cost of these items. (Work in this respect does not include cost paid to suppliers for materials and equipment furnished for this project.)

## **ARTICLE 12 - BID FORM**

- 12.1 The Bid form may 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.
- 12.2 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, if accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. If requested, the person signing a bid for a corporation or partnership must produce evidence satisfactory to Owner of the person's authority to bind the corporation or partnership. If the Bidder is a corporation, and if the bid is executed by someone other than the President or Vice President of the corporation, attach to the bid a certified copy of corporate resolutions of the board of directors of the corporation authorizing the person to execute the bid on behalf of the corporation.
- 12.3 Bids by partnerships must be executed in the partnership's name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.4 All names and titles must be typed or printed below the signature.
- 12.5 The Bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be indicated on the bid form).
- 12.6 The Bidder's address to which communications regarding the bid are to be directed must be shown.

- 12.7 Evidence of authority to conduct business in the State of Florida as an out-of-state corporation shall be provided in accordance with Paragraph 12.2, above. Florida contractor's license number, if any, must also be shown.
- 12.8 Bids must be priced on a lump-sum basis for the base contract and include a separate price for each line item, as provided in the bid form. Some line items on the bid form are for unit prices with a bid quantity stated. The actual installed quantity may differ, with the unit price being multiplied by the actual number of units required. However, the Owner reserves the right to renegotiate the unit price whenever the installed quantity is significantly different from the bid quantity. In this context, "significantly different" is defined as being of sufficient magnitude so as to alter the price basis of the materials and/or services supplied to the Contractor, either up or down, for the line item.
- 12.9 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on all line items. There is no additional line item on the bid form for these elements of the total price.
- 12.10 Bids that are incomplete or conditional, or that contain additions not called for, alterations, or irregularities of any kind, may be rejected.
- 12.11 Indemnification shall be incidental to the contract and no direct pay shall be made for indemnification.
- 12.12 The Bid price for Mobilization/Demobilization may not exceed five percent (5%) of the Total Bid price less this bid item.

### ARTICLE 13- SUBMISSION OF BIDS

- 13.1 All Bids submissions for this ITB MUST be submitted electronically online through the City's Bonfire Platform <https://ocoe.bonfirehub.com>. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received by Bonfire no later than the submission deadline stated in the invitation to bid. Any attempt to submit a bid after the submission 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.

- 13.2 Each Bid must contain the forms and documents stated in Section 300.
- 13.3 More than one bid received for the same work from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the same work shall cause the rejection of all such bids in which the Bidder has an interest. If there are reasonable grounds for believing that collusion exists among the Bidders, the bids of participants in such collusion shall not be considered.
- 13.4 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 upon the bid submission deadline. 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.

#### **ARTICLE 14 - MODIFICATION AND WITHDRAWAL OF BIDS**

- 14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the deadline for submitting bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case it is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a bid shall not prejudice the rights of a Bidder to submit a new bid prior to the bid date and time. After expiration of the period for receiving bids, no bid may be withdrawn, modified, or explained.
- 14.2 Within twenty-four (24) hours after bids are opened, any Bidder may withdraw its bid and the bid security shall be returned, provided that Owner is not materially prejudiced, and the Bidder files a duly signed written notice with Owner. Any such withdrawal is conditioned on Bidder demonstrating within forty-eight (48) hours to the reasonable satisfaction of

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005



Owner that: (a) there has been a material and substantial mistake in the preparation of the bid; (b) the mistake is of such great consequence that to enforce the bid would be unconscionable; and (c) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the bid.

- 14.3 Following the 24-hour period during which a bid may be withdrawn as a result of one of the three causes noted above in Section 14.2, bids may not be withdrawn without being subject to the loss of bid security, regardless of the cause, including the discovery of a mistake resulting from Owner's correcting bid item prices and/or the total bid price.

## **ARTICLE 15 - OPENING OF BIDS**

- 15.1 Except for bids that are facially or patently non-responsive, bids shall be opened publicly and read aloud at the time and place indicated in the Invitation to Bid (Section 00020).
- 15.2 Owner reserves the right to suspend, cancel, or postpone bid opening without prior notice in response to emergencies, loss of funds, and other unexpected conditions. An addendum will be published at the earliest reasonable opportunity notifying bidders of such an event and the time of any new bid opening date.
- 15.3 An abstract (tabulation) of the amounts of the bids received will be prepared by the Owner and made available to all Bidders within ten (10) days of the bid opening. Owner reserves the right to modify the bid abstract at any time subsequent to posting in order to reflect issues that may arise up to the time of award.

## **ARTICLE 16 - BIDS TO REMAIN OPEN SUBJECT TO ACCEPTANCE**

- 16.1 All bids shall remain open for delivery by Owner of the Notice of Award for ninety (90) calendar days after the day of the bid opening.
- 16.2 Extensions of time when bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between Owner, the Bidder, and the surety, if any, for the Bidder.

## **ARTICLE 17 - AWARD OF CONTRACT**

- 17.1 To the extent permitted by applicable state and federal laws and regulations and Owner's purchasing rules and procedures, Owner reserves the right to reject any or all bids, including, without limitation, the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids and to reject the bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive, the Bidder is unqualified or of doubtful skill or ability, the Bidder fails to meet any other pertinent standard or criteria established by Owner, or the bid is irregular. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized alterations of form, unauthorized alternate bids, incomplete or unbalanced unit prices, excessive loading of project costs on fixed-cost (lump sum)

components of the work, or other irregularities of any kind. Owner also reserves the right to waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the Bidder. (Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices.) (Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.) Bids may be corrected or rejected by Owner at any time prior to award.

- 17.2 Invited Alternate Bids, if any, that are determined by Owner, in its sole discretion, to be acceptable may be considered in determining the lowest responsive and responsible Bidder. In evaluating bids, Owner may consider the qualifications of the Bidders; and the prescribed requirements, bid alternates, unit prices, and other information, as may be requested in the Bid Form or by other means prior to the Notice of Award.
- 17.3 The Owner shall award the contract pursuant to applicable law. Owner specifically reserves the right to award the contract to a Bidder other than the lowest responsive Bidder when, in Owner's sole discretion, Owner determines that action to be in its best interests. Owner, in its sole discretion, reserves the right to reject any and all bids and to waive any informality concerning bids whenever such rejection or waiver is in the best interest of Owner. If all bids exceed the amount of funds estimated by Owner to be available to finance the project, Owner may reject all bids. The Owner reserves the right to rescind any award of a contract if anticipated funding for the project becomes unavailable. The ability of a Bidder to obtain a performance and payment bond shall not be regarded as the sole test of such Bidder's competency or responsibility. Nothing contained herein shall place a duty upon Owner to reject bids or award a contract based upon anything other than its sole discretion, as described herein. By submitting a bid, Bidder recognizes and accepts that Owner may reject the bid based upon the exercise of Owner's sole discretion, and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.
- 17.4 Owner may consider the qualifications and experience of subcontractors proposed for those portions of the work for which the identity of subcontractors must be submitted in conformance with Articles 11 and 22 of these Instructions to Bidders (Section 00100).
- 17.5 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and ability of Bidders, proposed subcontractors, and other persons and organizations to perform the work in accordance with the Contract Documents within the prescribed time to Owner's satisfaction. Owner reserves the right to reject the bid of any Bidder that does not pass any such evaluation to Owner's satisfaction.
- 17.6 The responsive Bidder must complete the bid schedule for the contemplated work. Owner intends to award one (1) contract, if any award is made, to the lowest responsive and responsive Bidder. The Successful Bidder shall be required to perform the Work as a prime contractor. No assignment of the contract shall be allowed without the prior written permission of Owner.

- 17.7 If a contract is to be awarded, Owner will give the successful Bidder a Notice of Intent to Award not later than ninety (90) days after the date of the bid opening.

## **ARTICLE 18 - TAXES**

Contractor shall pay all applicable sales, consumer, use, and other similar taxes required by law. Contractor shall comply with all applicable federal, state, and local requirements.

## **ARTICLE 19 - ORGANIZATION OF DRAWINGS AND SPECIFICATIONS**

Drawings and specifications for the work are incorporated as:

- 19.1 Project Manual consisting of Division 0 - Bidding and Contract Requirements, Division 1- General Requirements, Division 2- Site Work, Division 3- Concrete, Appendix A- Professional Service Industries' Report, Appendix B- Ocoee Engineering Standards Manual, Appendix C- Contract Forms.
- 19.2 Drawings, separately bound and with the general title, **"Lakewood/Rewis Water Main Replacement Federal Grant Funded ARPA Project"**.
- 19.3 Technical specifications may also be reflected or identified on the Drawings.

## **ARTICLE 20 - REQUIRED DISCLOSURE**

- 20.1 Any contractor submitting a bid in response to this invitation must execute form PUR. 7068, SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his or her bid. The required disclosure form (Section 00482) must be completed by the appropriate individual within the organization, include a notarized signature of an authorized person, and be provided with the Bid. Corrections to the form will not be allowed after the bid opening time and date. Failure to complete this form in every detail and to submit it with the bid may result in disqualification.
- 20.2 **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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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.

- 20.3 Owner has the sole discretion to reject any Bidder whose present or former employees, officers, directors, stockholders, partners, or owners are found by Owner to lack high standards of honesty, integrity, or responsibility. The discretion of Owner may be exercised based on the disclosure required herein, Owner's own investigation,

public records, or any other reliable sources of information. Owner may also reject any Bidder failing to make the disclosure required herein. By submitting a bid, Bidder recognizes and accepts that Owner may reject the bid based upon the exercise of its sole discretion and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

- 20.4 Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

20.5 PUBLIC RECORDS COMPLIANCE

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

1. Keep and maintain public records required by City to perform the service.
2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public record to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored



electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

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@OCOE.ORG, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOE, FLORIDA 34761.**

## **ARTICLE 21 - QUALIFICATIONS OF SURETY COMPANIES**

In order to be acceptable to Owner, a surety company issuing bid guaranty bonds, or 100 percent performance/ payment bonds, or 25 percent maintenance bonds called for in the Bidding Documents shall meet and comply with the following minimum standards:

- 21.1 Surety company shall comply with the provisions of s. 255.05, Florida Statutes.
- 21.2 Surety companies executing bonds must appear on the United States Treasury Department's most current list (Circular 570, as amended).
- 21.3 Attorneys-in-fact who sign bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.
- 21.4 Agents of surety companies must list their name, address, and telephone number on all bonds.
- 21.5 Surety shall have at least the following minimum ratings:

| <u>CONTRACT AMOUNT</u> |           | <u>BEST'S RATINGS</u> |
|------------------------|-----------|-----------------------|
| to 50,000              | Class IV  | B+ or better          |
| 50,000 to 500,000      | Class V   | A or better           |
| 500,000 to 2,500,000   | Class VI  | A or better           |
| 2,500,000 and over     | Class VII | A or better           |

RATINGS SCHEDULE (net worth of bonding company)

|           |                           |
|-----------|---------------------------|
| Class IV  | 3,750,000 to 5,000,000    |
| Class V   | 7,500,000 to 12,500,000   |
| Class VI  | 25,000,000 to 50,000,000  |
| Class VII | 75,000,000 to 100,000,000 |

- 21.6 All bonds must be provided on the forms contained in the Bidding Documents. Failure to provide bonds on Owner's forms may result in the rejection of the bid and the forfeiture of the bid security.

**ARTICLE 22 - QUALIFICATIONS SUBMITTALS**

- 22.1 It is the intention of Owner to award this contract to a Bidder competent to perform and complete the work in a satisfactory manner. Accordingly, Owner shall require the successful Bidder to submit prior to award of any contract: (a) evidence of Bidder's certification and license to perform the work and services; (b) experience statement; (c) a preliminary progress schedule; (d) a preliminary schedule of values; and (e) such business references as may be required to evaluate the Bidder's performance on work of a similar nature.
- 22.2 The experience statement shall provide data additional to that information provided in the bid form pertaining to Contractor's adequacy of plant and equipment, organization, and prior experience. Owner may specifically request certain items to be addressed in the experience statement.
- 22.3 The preliminary progress schedule shall consist of three copies of a diagram and a narrative prepared in accordance with the formats set forth in Paragraph 2.05 of Project Manual Section 00700 – General Requirements for an initial work schedule and written narrative. (Note that the preliminary progress schedule is only prepared in a manner consistent with the initial work schedule; it does not constitute the initial work schedule, which is prepared within twenty-one (21) days following contract execution.) Activities in the diagram shall show the order in which the Bidder proposes to perform the work within the constraints and sequencing conditions set forth in the specification and shall indicate starting and completion dates for key milestones and work pertaining to each division of the specifications within each major structure or geographical area of work. Activities shall further identify significant submittals/approvals, major deliveries, testing, Owner's responsibilities, and responsibilities of affected utilities and other similarly involved third parties. The preliminary progress schedule shall not replace, but serve as a basis for, the progress schedule submittals to be developed later in conformance with the requirements of Paragraph 2.07 of Project Manual Section 00700 – General Requirements.
- 22.4 It is assumed that the schedule of values under which progress payments and change order negotiations will be based is the same as the bid prices. If this is not the case, the preliminary schedule of values shall consist of an itemization of the unit-price bid items

listed in the bid form. It may also modify lump-sum items when the nature of the work changes to such a degree as to affect that part of the project.

- 22.5 The successful Bidder and its surety, if any, hereby agree that any delays within Bidder's control in the delivery of these qualifications' submittals shall constitute a request by Bidder for an extension of the time during which the bid shall remain open for Owner's acceptance. Should Owner agree to such extension, Bidder shall be required to comply with this submittal requirement within five (5) additional days. At Owner's option, failure by the successful Bidder to deliver these qualifications submittals within the extended period shall void evaluation of the bid and shall constitute proof that the successful Bidder has abandoned his bid, the Bidder's bid security may be declared forfeited to Owner as liquidated damages, and the work may be awarded to another Bidder.
- 22.6 If, upon receipt and evaluation of the submittals, the successful Bidder does not pass the evaluations to Owner's satisfaction, Owner reserves the right to reject the bid.

## **ARTICLE 23 - INTERPRETATION OF QUANTITIES**

In the case of unit-price items, the quantities of work to be done or materials to be furnished, as identified in the bid form provided in the Bidding Documents, are to be considered as approximate only and are to be used solely for the comparison of bids received. The Owner and/or its representative do not expressly, or by implication, represent that the actual quantities involved shall correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or quantities or of the character, location, or other conditions pertaining to the work. Payment to the Contactor shall be made only for the actual quantities of work performed or material furnished in accordance with the Drawings and other Contract Documents, and it is understood that the quantities may be increased or decreased, as provided in the General Conditions, without, in any way, invalidating any of the unit or lump-sum prices bid, provided that the parties may negotiate changes to unit prices under the provisions of Section 12.8, above.

## **ARTICLE 24 - DRUG-FREE WORKPLACE**

Every Bidder shall provide a certification on the form provided (Section 00303) indicating whether the Bidder has implemented a drug-free workplace program pursuant to the requirements of Section 287.087, Florida Statutes. Preference in the award process shall be given, according to the statutory requirements, to a business that certifies it has implemented a drug-free workplace program.

## **ARTICLE 25 - CONSTRUCTION SAFETY**

- 25.1 In instances where such is applicable due to the nature of the work matter with which this bid is concerned, all materials, equipment, etc., as proposed and offered by Bidders must meet and conform to all Occupational Safety and Health Act (OSHA) requirements. The Bidders' signature upon the Bid Form (Section 00300) is considered certification of conformance to such requirements.

- 25.2 In the event this contract requires trench excavation, the requirements of Florida Statutes 553.60, et seq., shall be adhered to by all Bidders and acknowledged on Form 00302. All costs associated with complying with these requirements shall be included in the offered price for any applicable bid item(s).

## **ARTICLE 26 - SPECIAL WARRANTY, PERFORMANCE BOND, INSURANCE, AND CORRECTION PERIOD REQUIREMENTS**

Detailed requirements pertaining to warranty, performance bond, insurance, and the correction period are described elsewhere in the Bidding Documents. Bidders are hereby notified that, in the event of an overpayment to Contractor as a result of an error on the part of either party in the preparation and/or processing of change orders, invoices, or other documents affecting the cost of the work, Contractor will refund any such overpaid amount within ten (10) calendar days of notification by Owner via certified U.S. mail of the overpayment. This obligation of Contractor is not limited to the term of the construction project.

## **ARTICLE 27 - SIGNING OF AGREEMENT**

- 27.1 When Owner gives a Notice of Intent to Award to the successful Bidder, Owner will provide two (2) unsigned Agreements and all other Contract Documents shall accompany it. Within ten (10) days of receipt, successful Bidder shall sign and deliver the Agreements to Owner together with the required bonds, insurance certificates, and endorsements. Owner must be satisfied with regard to the submitted documents prior to its execution of the Agreement. In addition, the award is contingent upon action of the City Commission of the City of Ocoee, at which time the Mayor of the City of Ocoee may be authorized to sign the Agreement. Within ten (10) days after Owner signs the Agreement, Owner shall deliver a fully signed copy of the Agreement to the successful Bidder (Contractor).
- 27.2 A successful Bidder that is awarded the Work and fails to execute the Agreement or furnish the required bonds or insurance certificates and endorsements within the period specified in Paragraph 27.1, above, shall have its Notice of Intent to Award rescinded and shall forfeit its bid security to Owner as liquidated damages for its failure to enter into a contract with Owner.

## **ARTICLE 28 - BID PROTESTS**

All Bid Protests shall be submitted to the Purchasing Technician at [achentouf@ocoe.org](mailto:achentouf@ocoe.org) with a copy to the Procurement Manager at [jtolbert@ocoe.org](mailto:jtolbert@ocoe.org) in the following manner:

- 28.1 A Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
- 28.2 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.

- 28.3 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.
- 28.4 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.
- 28.5 The Procurement Manager or Purchasing Technician, on behalf of the Owner, shall decide the merits of the protest not later than five (5) business days after receipt of the protest. If Owner denies the protest, Owner may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

## **ARTICLE 29 - UNIT PRICES INFORMATION**

- 29.1 Within thirty (30) days after the effective date of the Agreement, the Contractor shall submit a detailed list of unit prices (schedule of values) to be used as a basis to negotiate change orders, if such prices are proposed to differ from the unit prices included in the Bid Form. Otherwise, the bid unit prices will be used for change orders, subject to the provisions of Section 12.8, above. The successful Bidder shall submit a detailed breakdown of unit costs for performing additional work or deleting work of the types requested by Owner or Owner's representative.
- 29.2 The information supporting the proposed unit prices proposed in a schedule of values shall be submitted in sufficient detail to allow comprehensive analysis and review, shall show all "Cost of the Work," as defined in Article 11 of the General Conditions (Section 00700), and shall be in accordance with generally accepted accounting principles and applicable government regulations. Owner and the appropriate State agency(ies) shall have the right to audit these costs.
- 29.3 If Owner accepts such proposed unit prices, in whole or in part, they shall be binding on the Contractor for change orders to the extent of such acceptance and subject to any ancillary terms and conditions such as escalation clauses. However, if the Owner rejects all or any portion of such proposed unit prices, the parties shall rely on the provisions of Article 11 of the General Conditions (Section 00700), as supplemented, for changes in contract price (to the extent of such rejection). Owner may accept or reject such unit prices at its sole discretion.

## **ARTICLE 30 - LICENSES AND PERMITS**

- 30.1 The contractor shall obtain and pay for all necessary building permits and all right-of-way utilization permits utilizing an allowance provided in the bid schedule (see Division 1 – General Requirements of the bidding documents). **However, any permit required from**

**the City of Ocoee shall be provided by Owner without payment of the usual and customary fee.**

- 30.2 The contractor shall obtain and pay for all other federal, state, and county permits, licenses, and other authorizations required for the prosecution of the work, including the cost of all work performed in compliance with the terms and conditions of such permits, licenses, and authorizations, whether by itself or others.

## **ARTICLE 31 - RETAINAGE**

Provisions concerning retainage and contractors' rights to deposit securities in lieu of retainage are set forth in the Proposed Scope of Work Agreement, Section 00500.

## **ARTICLE 32 – STORED MATERIAL ALLOWANCE**

Provisions concerning stored material allowances are set forth in Sections 00710 & 01025.

## **ARTICLE 33 – E-VERIFY CERTIFICATION**

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

### **E-VERIFY REGISTRATION AND USE.**

- A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- B. Subcontractors
  - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

- (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

#### **ARTICLE 34 – FEDERAL FUNDING (ARPA) REQUIREMENTS**

- 34.1 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.
- 34.2 Proper documentation is required by the American Rescue Plan Act, per the federal requirements and corresponding forms.
- 34.3 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.
- 34.3. 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

## SECTION 00200

### INFORMATION AVAILABLE TO BIDDERS

1. The City reserves the right to award the “Project” based on the 1) Total Base Bid or 2) Total Alternate Bid.
2. This project will be funded in part by the American Rescue Plan Act (ARPA).
3. The bidder shall be required to submit prices for the Alternate Bid items for his bid to be considered a responsive bid.
4. The dollar value of the Alternate Bid shall not be used (included) in calculating the percentage of work allowed by subcontractors. All Alternate Bid items are contingent upon each other and must be provided for Alternative Bid to be considered.

The project does not require a SJRWMD permit, FDEP permit, or City Right-of-way Permit.

5. Utilities: The location and existence of such utilities has not been verified by the Owner or Engineer. The contractor is responsible to verify all existing utilities located within the routing of the water mains. If conflict(s) arise requiring modification of the project elements, the contractor's compensation will be based on adjusted unit quantities as measured in-place. The Contractor shall identify and verify the location of all existing utilities and preserve as necessary, applicable existing utilities required to be preserved under The Contract, whether shown on the Drawings or not. If the Contractor encounters utility conflicts during construction, the Contractor shall give sufficient notice to the Owners so that they may make the necessary adjustments. Damage to any utilities that is caused by carelessness of the Contractor shall be repaired at the Contractor's expense. Any delays ensuing from this damage shall be considered a delay that is within the Contractor's control.
6. Permits: The Contractor shall obtain all necessary building permits and all right-of-way utilization permits from City of Ocoee. If fees are required for the City of Ocoee issued permits, the Utilities Department will pay the fee upon notification from the Contractor. The Contractor shall obtain and pay for all other federal, state, and county permits, licenses, and other authorizations required for the prosecution of the Work, including the cost of all Work performed in compliance with the terms and conditions of such permits, licenses, and authorizations, whether by himself or others. The Contractor shall strictly adhere to the specific conditions or requirements of all such permits issued by the governmental unit(s) or agency (ies) having jurisdiction over the Work. Whenever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

The project does not require an SJRWMD permit and City Right-Away Permit. City will obtain all needed FDEP permits.

7. Contract Forms: Contract Forms are part of this manual in Appendix “A”.



8. Land Survey: Land Survey is basis of the plan preparation and is available upon request in electronic format (Acad).
9. The Lakewood/Rewis Water Main Replacement Federal Grant Funded ARPA Project Plans are available in PDF and electronic (Acad) formats upon request.
10. Field Trailer: No field trailer is required for this contract.
11. Bid Form: The enclosed Bid Form is a Unit Item bid form. The Contractor's Bid Bond shall be five percent (5%) of the total of the Bid Form.
12. No more than **thirty** percent (30%) of the dollar value of the total bid amount for the work shall be performed by subcontractors. The balance of the work must be accomplished by the Bidder's own forces. (Work in this respect does not include cost paid to suppliers for materials and equipment furnished for this project.) Specialties such as plumbing, heating, pool, roofing, and electrical work are required by the State of Florida to be subcontracted unless Contractor holds a Specialty license, and should not normally be considered in establishing the amount of work required to be performed by the General Contractor.

END OF SECTION

SECTION 00300

BID FORM

SUBMITTED: \_\_\_\_\_  
(Date)

PROJECT IDENTIFICATION: CITY OF OCOEE BID ITB #24-005  
Lakewood/Rewis Water Main Replacement - Federal Grant  
Funded ARPA Project

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

CONTRACTOR'S FEDERAL I.D. NUMBER \_\_\_\_\_

CONTRACTOR'S FLORIDA LICENSE NO.: \_\_\_\_\_

THIS BID IS SUBMITTED TO: City of Ocoee, Florida (hereinafter called Owner)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work, as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including, without limitation, those dealing with the disposition of Bid Bond. This Bid will remain open for one hundred twenty (120) calendar days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Amendment to the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Intent to Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and the Agreement and further warrants and represents that:
  - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda:

|           |              |           |              |
|-----------|--------------|-----------|--------------|
| No. _____ | Dated: _____ | No. _____ | Dated: _____ |
| No. _____ | Dated: _____ | No. _____ | Dated: _____ |
| No. _____ | Dated: _____ | No. _____ | Dated: _____ |
| No. _____ | Dated: _____ | No. _____ | Dated: _____ |

Lakewood/Rewis Water Main Replacement  
Federal Grant Funded ARPA Project  
ITB #24-005

(Receipt of all which is hereby acknowledged) and also copies of the Invitation for Bids and the Instructions to Bidders.

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing the Work.
- c. Bidder 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 of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions, as provided in paragraph 4.02.1 of the General Conditions. Bidder accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely, as provided in paragraph 4.02 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or 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 cost 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 Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- e. Bidder understands the full extent and scope of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- f. Bidder has correlated the information known to Bidder, 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.
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents

are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- i. Per Section 00100 Article 8, Instructions to Bidders, Bidder hereby agrees, if his/her bid is successful, to commence Work under this contract on or before the date specified in the Notice to Proceed; which upon the Successful Bidder's request, the commencement date of the Notice to Proceed shall be a date no later than up to forty-five (45) calendar days after the Notice of Award. The Bidder further agrees, if his/her bid is successful, to fully complete all work per the price and terms and conditions of the contract within the Contract Time specified in the Scope of Work Agreement (Section 00500). Bidder further accepts the provisions of the Scope of Work Agreement as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Scope of Work Agreement (Section 00500), for each consecutive calendar day completion of the Work is delayed.

Completion Schedule:

- 1) The Work shall be substantially complete within the Contract Time specified in Article 3.1 of the Proposed Scope of Work Agreement (Section 00500).
  - 2) The Work shall be finally complete within the contract Time specified in Article 3.1 of the Proposed Scope of Work Agreement (Section 00500).
4. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the **TOTAL BASE BID AND TOTAL ALTERNATE BID (Total Base Bid Minus Item No. 47 Plus Alternate Base Bid)** to perform all the Work, as required by the Drawings and Specifications.
5. The following documents are made a condition of this Bid:
- a. **Bidding Documents and shall include the following:**
    - 1. Bid Forms (entire Section 00300, 00301, 00301A, 00302, and 00303)
    - 2. E-Verify Certification (Section 00310)
    - 3. Sam Registration (Section 00311)
    - 4. Byrd Anti Lobbying (Section 00312)
    - 5. Bid Bond (Surety Bond or Cashier's Check). (Section 00410)
    - 6. Non-collusion Affidavit (Section 00480)
    - 7. Conflict of Interest Disclosure Form (Section 00480A)



8. Certification of Non-segregated Facilities (Section 00481)
9. Sworn Statement on Public Entity Crimes (Section 00482)
10. Certification of Nondiscriminatory Labor Practices (Section 00483)
11. Certification Regarding Scrutinized Companies' Lists (Section 00484)

(Remainder of page intentionally left blank)

**Bid Form: Lakewood/Rewis Water Main Replacement Federal Grant Funded ARPA  
Project (1 of 2) Total Base Bid**

| <b>Item No:</b> | <b>Description</b>                                       | <b>Units</b> | <b>Contract<br/>Quantity</b> | <b>Unit Price<br/>(in Numbers)</b> | <b>Total Price<br/>(in Numbers)</b> |
|-----------------|----------------------------------------------------------|--------------|------------------------------|------------------------------------|-------------------------------------|
| 1               | Mobilization/ Demobilization (5%)                        | Lump Sum     | 1.0                          |                                    |                                     |
| 2               | General Requirements (Administration)                    | Lump Sum     | 1.0                          |                                    |                                     |
| 3               | Maintenance of Traffic                                   | Lump Sum     | 1.0                          |                                    |                                     |
| 4               | Erosion Control                                          | Lump Sum     | 1.0                          |                                    |                                     |
| 5               | Construction Photographs and Audio - Visual Recording    | Lump Sum     | 1.0                          |                                    |                                     |
| 6               | Survey (Horizontal and Vertical Controls & As-Builts)    | Lump Sum     | 1.0                          |                                    |                                     |
| 7               | Abandon Existing 6" Asbestos Cement Water Main in Place  | Linear Feet  | 3730.0                       |                                    |                                     |
| 8               | Abandon Existing 4" PVC Water Main in Place              | Linear Feet  | 260.0                        |                                    |                                     |
| 9               | Abandon Existing 2" Galvanized Steel Water Main in Place | Linear Feet  | 1930.0                       |                                    |                                     |
| 10              | Removal and Disposal of 6" Asbestos Cement Water Main    | Linear Feet  | 20.0                         |                                    |                                     |
| 11              | Removal and Disposal of 2" Galvanized Steel Water Main   | Linear Feet  | 230.0                        |                                    |                                     |
| 12              | Removal and Disposal of 4" PVC Water Main                | Linear Feet  | 100.0                        |                                    |                                     |
| 13              | Furnish and Install 4" Dia. DI Water Main                | Linear Feet  | 30.0                         |                                    |                                     |
| 14              | Furnish and Install 6" Dia. DI Water Main                | Linear Feet  | 460.0                        |                                    |                                     |
| 15              | Furnish and Install 8" Dia. DI Water Main                | Linear Feet  | 3840.0                       |                                    |                                     |
| 16              | Connections to 2" GS or PE Water Main                    | Each         | 7.0                          |                                    |                                     |
| 17              | Connections to 4" PVC Water Main                         | Each         | 2.0                          |                                    |                                     |
| 18              | Connections to 6" AC Water Main                          | Each         | 4.0                          |                                    |                                     |
| 19              | 8" x 6" DI Tee                                           | Each         | 13.0                         |                                    |                                     |
| 20              | 8" x 4" DI Tee                                           | Each         | 1.0                          |                                    |                                     |
| 21              | 6" x 6" DI Tee                                           | Each         | 3.0                          |                                    |                                     |
| 22              | 4" x 4" DI Tee                                           | Each         | 1.0                          |                                    |                                     |
| 23              | 6" x 4" DI Tee                                           | Each         | 1.0                          |                                    |                                     |
| 24              | 8" Gate Valve and Box                                    | Each         | 16.0                         |                                    |                                     |
| 25              | 6" Gate Valve and Box                                    | Each         | 20.0                         |                                    |                                     |
| 26              | 4" Gate Valve and Box                                    | Each         | 3.0                          |                                    |                                     |
|                 |                                                          |              |                              | Continued Pg.2                     |                                     |

**Bid Form: Lakewood/Rewis Water Main Replacement Federal Grant Funded ARPA  
Project (2 of 2) Total Base Bid**

| <b>Item No:</b>                    | <b>Description</b>                             | <b>Units</b> | <b>Contract<br/>Quantity</b> | <b>Unit Price<br/>(in Numbers)</b> | <b>Total Price<br/>(in Numbers)</b> |
|------------------------------------|------------------------------------------------|--------------|------------------------------|------------------------------------|-------------------------------------|
| 27                                 | 2" Gate Valve and Box                          | Each         | 7.0                          |                                    |                                     |
| 28                                 | 8" x 6" DI Reducer                             | Each         | 2.0                          |                                    |                                     |
| 29                                 | 6" Plug                                        | Each         | 1.0                          |                                    |                                     |
| 30                                 | 8" Plug                                        | Each         | 1.0                          |                                    |                                     |
| 31                                 | 4" Cap and Blow Off Assembly Including Box     | Each         | 1.0                          |                                    |                                     |
| 32                                 | 6" Cap and Blow Off Assembly Including Box     | Each         | 3.0                          |                                    |                                     |
| 33                                 | 8" x 2" Service Saddle                         | Each         | 6.0                          |                                    |                                     |
| 34                                 | 6" x 2" Service Saddle                         | Each         | 1.0                          |                                    |                                     |
| 35                                 | 2" Line Stops                                  | Each         | 14.0                         |                                    |                                     |
| 36                                 | 4" Line Stops                                  | Each         | 4.0                          |                                    |                                     |
| 37                                 | 6" Line Stops                                  | Each         | 9.0                          |                                    |                                     |
| 38                                 | General DI Fittings                            | Ton          | 2.0                          |                                    |                                     |
| 39                                 | Fire Hydrant Assembly                          | Each         | 9.0                          |                                    |                                     |
| 40                                 | 2" Air Release Valve Assembly                  | Each         | 1.0                          |                                    |                                     |
| 41                                 | Double 1" P.E. Service                         | Each         | 2.0                          |                                    |                                     |
| 42                                 | Single 1" P.E. Service                         | Each         | 18.0                         |                                    |                                     |
| 43                                 | Remove and Replace Concrete Sidewalk 4" Thick  | Square Yard  | 267.0                        |                                    |                                     |
| 44                                 | Remove and Replace Concrete Driveways 6" Thick | Square Yard  | 162.0                        |                                    |                                     |
| 45                                 | Remove and Replace Driveways                   | Square Yard  | 20.0                         |                                    |                                     |
| 46                                 | Removal and Disposal of Existing Fire Hydrants | Each         | 4.0                          |                                    |                                     |
| 47                                 | Removal and Replacement of Asphalt             | Square Yard  | 1760.0                       |                                    |                                     |
| 48                                 | General Restoration                            | Lump Sum     | 1.0                          |                                    |                                     |
| 49                                 | Utility Coordination                           | Lump Sum     | 1.0                          |                                    |                                     |
| <b>Total Base Bid (Items 1-49)</b> |                                                |              |                              |                                    |                                     |

Company Name: \_\_\_\_\_ By: \_\_\_\_\_

**Alternate Bid Form: Lakewood/Rewis Water Main Replacement Federal Grant Funded  
ARPA Project (1 of 1) Total Alternate Bid**

| <b>Item No:</b> | <b>Description</b>                                                                | <b>Units</b> | <b>Contract<br/>Quantity</b> | <b>Unit Price<br/>(in Numbers)</b> | <b>Total Price<br/>(in Numbers)</b> |
|-----------------|-----------------------------------------------------------------------------------|--------------|------------------------------|------------------------------------|-------------------------------------|
| ALT1            | Mobilization / Demobilization and General Requirements and Restoration            | Lump Sum     | 1.0                          |                                    |                                     |
| ALT2            | 1.5" Milling (Max)                                                                | Square Yard  | 9450.0                       |                                    |                                     |
| ALT3            | 1.5" Resurface Type SP-12.5 Asphalt Paving including Tack                         | Square Yard  | 9450.0                       |                                    |                                     |
| ALT4            | Temporary Striping and Thermoplastic Final Striping                               | Lump Sum     | 1.0                          |                                    |                                     |
| ALT5            | Removal and Replacement of Temporary Asphalt on Flewelling Avenue                 | Square Yard  | 990                          |                                    |                                     |
| ALT6            | Removal and Replacement of Asphalt on Rewis St (Replaces Item No. 47 in Base Bid) | Square Yard  | 770                          |                                    |                                     |
|                 |                                                                                   |              |                              |                                    |                                     |
|                 | Total Base Bid minus Item No. 47                                                  |              |                              |                                    |                                     |
|                 | Alternate Base Bid                                                                |              |                              |                                    |                                     |
|                 | Total Alternate Bid (Total Base Bid Minus Item No. 47 Plus Alternate Base Bid)    |              |                              |                                    |                                     |

Company Name: \_\_\_\_\_ By: \_\_\_\_\_



6. The Bidder acknowledges that the City specifically reserves the right to accept and make an award to a Bidder that has not submitted the lowest Bid when, in Owner's sole and absolute discretion, it determines that action to be in its best interest. The terms used in this Invitation to Bid, which are defined in the General Conditions and included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.
7. The work shall be performed under a Florida Underground Utility or General Contractor license. Contract shall not be awarded unless proof of valid license(s) is provided.
8. It is understood that where quantities for unit price work have been presented on the Bid Form, they are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis, described in the measurement and payment clauses in the specifications contained herein.
9. **BASE BID - SCHEDULE OF MANUFACTURERS/SUPPLIERS**

If the foregoing Schedule of Bid Items is presented in a Base Bid format, the undersigned as Bidder, agrees that the Contract, if awarded, will be on the basis of the materials and equipment named in the Contract Documents, in accordance with Article 10 of the Instructions to Bidders (Section 00100). The undersigned, as Bidder, also agrees that the Total Bid reflects the equipment and material supplied by one of the manufacturers/suppliers listed in the City's Approved Materials List. If the Bidder desires to propose an alternate manufacturer/supplier, he may write in the name of such alternate in the substitution list included within this Bid Form, but he must, nevertheless, also choose an approved manufacturer/supplier. If the proposed alternate manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must furnish equipment and/or material items by the Bidder's chosen approved manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the manufacturer/supplier chosen by the City. Also, if the Bidder chooses more than one approved manufacturer/supplier, he must use the first manufacturer/supplier written in the schedule of Base/Alternative Bid Manufactures/Suppliers table within this Bid Form (unless an alternate is approved).

10. **SUBSTITUTIONS AND "OR EQUAL"**

The undersigned as Bidder agrees that substitutions, or "equal," items will not be considered until after the effective date of the Agreement and will be evaluated in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. In addition to the reimbursement required under the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as,

additional field trips for the Engineer, additional redesign costs, additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as; increased electrical requirements, larger building, additional pumps or tankage, etc., shall be borne by others and not the Owner. If Bidder intends to propose substitutions or "equal" items after the effective date of the Agreement, it is agreed that these items must be listed on the Substitution List included within this Bid Form, with a deductive amount representing 50 percent of the total savings between the named Base Bid/Alternative Bid item and the proposed item. "Base Bid/Alternative Bid" item substitutions providing to the Owner equipment or material cost savings of less than \$1,000 will not be considered. The undersigned, as Bidder, also agrees that if a substitution or "equal" item is not listed on the Substitution List included with the Bid, all of the savings between the named item and the proposed item will go to the Owner, if the Owner accepts the proposed item in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. The Owner may request, and the undersigned Bidder shall supply, complete information on proposed substitutions. Such information shall be the manufacturer's current published or preprinted information for the specific substitution.

11. As Bidder, I hereby certify that I am aware and understand that the City of Ocoee in its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Bids, and/or to accept that Bid which is in the best interest of the City. The award of this Bid, if made, may be based on considerations other than total cost, and may be awarded based on various considerations, including but not limited to: Bidder experience and whether the Bid, in the judgment of the City, is the most responsive to the City's needs.

(Remainder of page intentionally left blank)

**SCHEDULE OF BASE BID/ALTERNATIVE BID MANUFACTURERS/SUPPLIERS**

**15050 – Process & Utility Piping, Fittings, Valves, And Accessories**

| <b><u>Specification Section and Equipment Item</u></b> | <b><u>Approved Manufacturer/Supplier</u></b> |                      |                     |
|--------------------------------------------------------|----------------------------------------------|----------------------|---------------------|
|                                                        | <b>First Choice</b>                          | <b>Second Choice</b> | <b>Third Choice</b> |
| D.I. Pipe                                              |                                              |                      |                     |
| HDPE Pipe                                              |                                              |                      |                     |
| PVC Pipe                                               |                                              |                      |                     |
| Fittings                                               |                                              |                      |                     |
| Valves (Plug & Check)                                  |                                              |                      |                     |
| Valve Boxes                                            |                                              |                      |                     |
| Valve Pads                                             |                                              |                      |                     |
| Valve Markers                                          |                                              |                      |                     |
| Service Connections                                    |                                              |                      |                     |
| Meter Valves/ Corporation Valves                       |                                              |                      |                     |
| Polyethylene Pipe                                      |                                              |                      |                     |
| Trace Wire                                             |                                              |                      |                     |

### SUBSTITUTION LIST

**Bidder offers the following substitutions and "equal" items.**

| <b>Equipment<br/>Item or<br/>Material</b> | <b>Spec<br/>Section</b> | <b>Alternative<br/>Manufacturer/Supplier<br/>(List One Only)</b> | <b>Deductible Amount*<br/>(Indicate Whether<br/>Lump Sum or<br/>Unit Price)</b> |
|-------------------------------------------|-------------------------|------------------------------------------------------------------|---------------------------------------------------------------------------------|
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |

Represents 50 percent of the difference in cost in accordance with the General Conditions  
(Minimum Deductible Amount per Substitution Item shall be \$1,000)  
(Bidder may make additional copies of this page as required.)



Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

SOLE PROPRIETORSHIP

(SEAL)

(Individual's Signature)

(Individual's Name)

doing business as

Business Address:

Phone No.:

Florida License No.: \_\_\_\_\_

A PARTNERSHIP

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Business address:

Phone No.:

Florida License No.: \_\_\_\_\_

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A CORPORATION

(Corporation Name)

(State of Incorporation)

By

(Name of person authorized to sign)

(Title)

(Authorized Signature)

(Corporate Seal)

Attest

(Secretary)

Business address:

Phone No.:

Corporation President:

Florida License No.:

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A JOINT VENTURE

By

(Name)

(Address)

By

(Name)

(Address)

Business Address:

Phone No.:

Florida License No.:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.:

12. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name:

\_\_\_\_\_

Surety's Address:

\_\_\_\_\_

13. Name and address of Surety's resident agent for service of process in Florida:

---

---

---

(Remainder of page intentionally left blank)



CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_,  
\_\_\_\_\_, a corporation under  
(Contractor's Corporate Name)  
the laws of the State of \_\_\_\_\_, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_  
(signature of individual) (typed name of individual)  
as \_\_\_\_\_ of the corporation, is hereby authorized to execute and all documents  
required to be signed by an officer of the Corporation in order to submit a valid bid, contract and  
bond for

CITY OF OCOEE  
**Lakewood/Rewis Water Main  
Replacement - Federal Grant Funded  
ARPA Project  
ITB #24-005**

between the CITY OF OCOEE, a municipal corporation, and this corporation, and that his  
execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall  
be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
(CORPORATE SEAL)

\_\_\_\_\_  
(Corporate Secretary)

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
by \_\_\_\_\_  
(name of officer or agent, title of officer or agent), by means of ☐ physical presence or ☐ online  
notarization, of \_\_\_\_\_ (name of corporation acknowledging), a  
\_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the  
corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type  
of identification) as identification and did/did not take an oath.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

**SCHEDULE OF BASE BID/ALTERNATIVE BID MANUFACTURERS/SUPPLIERS**

**15050 – Process & Utility Piping, Fittings, Valves, And Accessories**

| <b><u>Specification Section and Equipment Item</u></b> | <b><u>Approved Manufacturer/Supplier</u></b> |                      |                     |
|--------------------------------------------------------|----------------------------------------------|----------------------|---------------------|
|                                                        | <b>First Choice</b>                          | <b>Second Choice</b> | <b>Third Choice</b> |
| D.I. Pipe                                              |                                              |                      |                     |
| HDPE Pipe                                              |                                              |                      |                     |
| PVC Pipe                                               |                                              |                      |                     |
| Fittings                                               |                                              |                      |                     |
| Valves (Plug & Check)                                  |                                              |                      |                     |
| Valve Boxes                                            |                                              |                      |                     |
| Valve Pads                                             |                                              |                      |                     |
| Valve Markers                                          |                                              |                      |                     |
| Service Connections                                    |                                              |                      |                     |
| Meter Valves/ Corporation Valves                       |                                              |                      |                     |
| Polyethylene Pipe                                      |                                              |                      |                     |
| Trace Wire                                             |                                              |                      |                     |

### SUBSTITUTION LIST

**Bidder offers the following substitutions and "equal" items.**

| <b>Equipment<br/>Item or<br/>Material</b> | <b>Spec<br/>Section</b> | <b>Alternative<br/>Manufacturer/Supplier<br/>(List One Only)</b> | <b>Deductible Amount*<br/>(Indicate Whether<br/>Lump Sum or<br/>Unit Price)</b> |
|-------------------------------------------|-------------------------|------------------------------------------------------------------|---------------------------------------------------------------------------------|
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |
|                                           |                         |                                                                  |                                                                                 |

Represents 50 percent of the difference in cost in accordance with the General Conditions  
(Minimum Deductible Amount per Substitution Item shall be \$1,000)  
(Bidder may make additional copies of this page as required.)

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

SOLE PROPRIETORSHIP

(SEAL)

(Individual's Signature)

(Individual's Name)

doing business as

Business Address:

Phone No.:

Florida License No.: \_\_\_\_\_

A PARTNERSHIP

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Business address:

Phone No.:

Florida License No.: \_\_\_\_\_



Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A CORPORATION

(Corporation Name)

(State of Incorporation)

By

(Name of person authorized to sign)

(Title)

(Authorized Signature)

(Corporate Seal)

Attest

(Secretary)

Business address:

Phone No.:

Corporation President:

Florida License No.:

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A JOINT VENTURE

By

(Name)

(Address)

By

(Name)

(Address)

Business Address:

Phone No.:

Florida License No.:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.:

12. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name:

\_\_\_\_\_

Surety's Address:

\_\_\_\_\_

13. Name and address of Surety's resident agent for service of process in Florida:

---

---

---

(Remainder of page intentionally left blank)

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_, a corporation under  
(Contractor's Corporate Name)  
the laws of the State of \_\_\_\_\_, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_  
(signature of individual) (typed name of individual)  
as \_\_\_\_\_ of the corporation, is hereby authorized to execute and all documents  
required to be signed by an officer of the Corporation in order to submit a valid bid, contract and  
bond for

CITY OF OCOEE  
**Lakewood/Rewis Water Main  
Replacement - Federal Grant Funded  
ARPA Project  
ITB #24-005**

between the CITY OF OCOEE, a municipal corporation, and this corporation, and that his  
execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall  
be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
(CORPORATE SEAL)

\_\_\_\_\_  
(Corporate Secretary)

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
by \_\_\_\_\_  
(name of officer or agent, title of officer or agent), by means of ☐ physical presence or ☐ online  
notarization, of \_\_\_\_\_ (name of corporation acknowledging), a  
\_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the  
corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type  
of identification) as identification and did/did not take an oath.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_



**SECTION 00301  
QUESTIONNAIRE**

*Bidder shall fill out questionnaire form with all information pertinent to his/her company and the Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project*

DATE: \_\_\_\_\_

PROJECT IDENTIFICATION:      City of Ocoee ITB #24-005  
Lakewood/Rewis Water Main Replacement - Federal Grant  
Funded ARPA Project

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ EMAIL \_\_\_\_\_

CONTRACTOR'S FLORIDA LICENSE NO. \_\_\_\_\_

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 as a Contractor?  
\_\_\_\_\_
  
2.      Describe and give the date and owner contact information of the last project that you have completed similar in type, size, and nature as the one proposed?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3.      Have you ever failed to complete work awarded to you? If so, where, and why?  
\_\_\_\_\_  
\_\_\_\_\_
  
4.      Name three (3) governmental agencies for which you have performed similar work and contact person:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?

---

---

---

6. Will you Subcontract any part of this Work? If so, describe which portions and the percentage of the project:

---

---

---

---

7. What equipment do you plan on using to complete the Work?

---

---

---

---

8. State the true and exact, correct, and complete name under which you do business.

Bidder is: \_\_\_\_\_

**END OF SECTION**

SECTION 00301-A

SUBCONTRACTOR & SUPPLIER LIST

Will your firm be doing all the Work with your own forces? Yes\_\_\_\_ No\_\_\_\_ (Check yes only if no subcontracting opportunities exist. If you will be doing portions of the Work with your own forces, list these areas and approximate dollar amount allocated for this Work. List suppliers).

List all proposed subcontractors and suppliers to be used to include company names, contractor license number, contact, addresses, phone numbers, type of work subcontracted (trade/commodity), and dollar amount of work. Provide all information requested. Use additional sheets if necessary.

Submit Update Subcontractor/Supplier List with each progress payment requested. Submit Final Subcontractor/Supplier List with Final Payment Request.

| COMPANY NAME, CONTACT<br>ADDRESS, PHONE NUMBER | WORK TO BE PERFORMED<br>(TRADE) OR COMMODITY<br>TO BE SUPPLIED | ESTIMATED<br>DOLLAR<br>AMOUNT |
|------------------------------------------------|----------------------------------------------------------------|-------------------------------|
| 1                                              |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
| 2                                              |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
| 3                                              |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
| 4                                              |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
| 5                                              |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
| 6                                              |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
| 7                                              |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |
|                                                |                                                                |                               |

END OF SECTION

# SECTION 00302

## COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the bid and in the Lump Sum Total Bid Price shown in Section 00300 - Bid Form, "Schedule of Bid Items". For informational purposes only, the bidder is required to further identify these costs in the summary below.

| Trench Safety Measure<br>(Description) |  | Unit of Measure<br>(LF, SY) | Unit<br>(Quantity) | Unit Cost    | Extended Cost |
|----------------------------------------|--|-----------------------------|--------------------|--------------|---------------|
| A                                      |  |                             |                    | \$           | \$            |
| B                                      |  |                             |                    | \$           | \$            |
| C                                      |  |                             |                    | \$           | \$            |
| D                                      |  |                             |                    | \$           | \$            |
|                                        |  |                             |                    | <b>TOTAL</b> | \$            |

**BIDDER:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(Print or type name)

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**THIS IS NOT A PAY ITEM:** The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure Bidder has considered these costs and included them in the Lump Sum Total Bid price. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

**(Failure to complete this Form may result in the Bid being declared non-responsive.)**

END OF SECTION



## SECTION 00303

### DRUG-FREE WORKPLACE CERTIFICATION

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. In accordance with Florida Statute 287.087, whenever two or more bids that are equal with respect to price, quantity, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid 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, 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: \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

END OF SECTION

SECTION 00310

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of \_\_\_\_\_ [contractor] proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

Lakewood/Rewis Water Main Replacement –  
Federal Funded ARPA Project  
ITB #24-005

## SECTION 00311

### SAM.GOV REGISTRATION INFORMATION – REVISED FORM

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: \_\_\_\_\_

Unique Entity ID (UEI) number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Expiration date of Registration: \_\_\_\_\_



## SECTION 00312

### 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.

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

END OF SECTION

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

SECTION 00410

BID BOND

*Bidder shall provide the City with a Bid Bond in the amount of five percent (5%) of the contract bid.*

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 Project: "ITB #24-005 Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA 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,

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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.

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.<br>All signatures must have their names printed or type below their signature. |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|

| If Bidder is <b>SOLE PROPRIETORSHIP</b> , 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 <b>PARTNERSHIP</b> , complete this signature block. |                       |
|------------------------------------------------------------------|-----------------------|
| _____                                                            | (1) _____             |
| (Partnership Name)                                               | (Witness)             |
| _____                                                            | (2) _____             |
| (General Partner's Signature)                                    | (Witness)             |
| _____                                                            | (SEAL)                |
| (General Partner's Name)                                         |                       |
| _____                                                            |                       |
| (Business Address)                                               |                       |
| _____                                                            |                       |
| (Telephone No.)                                                  | (Florida License No.) |

| If Bidder is <b>CORPORATION</b> , 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 |
|--------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">(Surety Business Name)</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">(Principal Place of Business)</div> <div style="margin-bottom: 10px;">By: _____<br/>(Surety Agent's Signature - See Note 2)</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">(Surety Agent's Name)</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">(Surety Agent's Title)</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">(Business Name of Local Agent for Surety)</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">(Business Address)</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 45%;">(Telephone No.)</div> <div style="border-bottom: 1px solid black; width: 45%;">(Bond No.)</div> </div> | <div style="margin-bottom: 10px;">Witness: (If agency is not a Corporation)</div> <div style="margin-bottom: 10px;">(1) _____<br/>(Witness)</div> <div style="margin-bottom: 10px;">(2) _____<br/>(Witness)</div> <div style="margin-bottom: 10px;">Attest: (If Agency is a Corporation)</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">(Corporate Secretary Signature)</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">(Corporate Secretary Name)</div> <div style="text-align: center; margin-top: 20px;">(Corporate Seal)</div> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**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.

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

## ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF \_\_\_\_\_ )

COUNTY OR CITY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as Attorney-in-Fact, who is personally known to me or who has produced \_\_\_\_\_ as identification on behalf of \_\_\_\_\_, a \_\_\_\_\_ Corporation,  
(Surety Company) (State)

which 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  
(Surety Company)

Company's Board of Directors, 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 \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_

END OF SECTION



SECTION 00480

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn deposes and says:

1. He/She is the \_\_\_\_\_  
(Owner, Partner, Office, Representative or Agent)  
of \_\_\_\_\_, the Bidder that has  
submitted the attached Bid;
2. He/She 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 and subscribed before me by means of ☐ physical presence or ☐ online notarization,  
this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ in the state of  
\_\_\_\_\_ County of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

END OF SECTION



## 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 the 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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

SECTION 00481

CERTIFICATION OF NONSEGREGATED 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. The 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. The 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.

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 are incorporated herein.

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):

\_\_\_\_\_  
\_\_\_\_\_

ATTACH AND INCLUDE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

END OF SECTION

SECTION 00482

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. 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 FOR A PERIOD OF ONE YEAR. 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 \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ affixed his/her signature in the place provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

END OF SECTION

SECTION 00483

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee for ITB #24-005.

**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 \_\_\_\_\_ I 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 \_\_\_\_\_ I 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 Construction Contractor or Subcontractor)

\_\_\_\_\_  
(Address of Construction Contractor or Subcontractor)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Employer Identification No.)

END OF SECTION

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

SECTION 00484

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, and is not 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. 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: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

END OF SECTION



SECTION 00500  
DRAFT CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between the City of Ocoee, a municipal corporation, hereinafter called Owner, and \_\_\_\_\_, hereinafter called Contractor.

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

**ARTICLE 1. WORK**

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

**Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005**

*General Scope of Work:*

- A. The project will consist of, but is not limited to, the following:
  - i. The Project consists of the installation of approximately 4,000 LF of 8” and 6” ductile iron water main and all associated isolation valves, water services, stub-outs, fire hydrants, blow-offs, and connections to existing adjacent water mains, removal and/or grouting and safe handling and proper disposal of approximately 4,000 LF of 6” asbestos cement water main. Additionally, the work includes the removal and/or grouting of approximately 2,000 LF of 2” galvanized steel water main and all respective appurtenances. Surface restoration of all impacted facilities, including asphalt roadway trench repair, milling, resurfacing, and replacing asphalt, concrete sidewalk and curbing, driveways (concrete, stone, asphalt, pavers), stamped asphalt speed bump crossing, striping, ADA ramps, sodding, landscaping, etc. Demolition, removal and reconnection of water services and meters. Deflection of existing or proposed utilities, testing, disinfection of new pipelines and dewatering as necessary for installation of new pipe and structures and all other work as shown in the Contract Drawings. The project will be completed in accordance with American Rescue Plan Act (ARPA) funding requirements.
  - ii. All work must be in compliance with the City of Ocoee Engineering Standards Manual. See Section 02100. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the existing reclaim mains.

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

- B. All labor and material for work is more generally described as the following:
- i. Installation and furnishing of approximately 4,000 LF of 8" DI water main and appurtenances required for an active water main.
  - ii. Removal and/or grouting of 4,000 LF of 6" AC water main and 2" galvanized steel water main.
  - iii. Connections to existing water mains.
  - iv. Repair/restoration/finishing of all facilities affected by the work.
  - v. Sequencing of the work to keep all utilities in service.
  - vi. Obtaining necessary permits required to perform the work and notifying authorities having jurisdiction prior to any inspection activities of the upgraded system.
  - vii. Coordination with all utility providers.
  - viii. Coordination with the Florida Central Railroad (FCEN) for any work within the railroad right-of-way, as required.
  - ix. Maintaining the work area and site in a clean and acceptable manner.
  - x. Protection of finished work and unfinished work.
  - xi. Repair surfaces that are damaged by new construction activities.
  - xii. Flush, clean, test and disinfect pipelines.
  - xiii. Prepare and submit as-built record drawings to the Owner.
  - xiv. Restore the site to the original condition or better.
  - xv. All valves, fittings, hydrants and appurtenances needed to support the water mains installation.
  - xvi. Water meter service connections.
  - xvii. Alternate Bid: Mill and Resurfacing of Flewelling Ave from the intersection of Flewelling and Spring Avenue to the end of the work on Flewelling Ave. Coordinate with the City of Ocoee on milling and resurfacing limits.
  - xviii.
  - xix.

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

## **ARTICLE 2. ENGINEER**

The Project has been designed by Hazen and the City of Ocoee Utilities Department; however, the City Utilities Director (within here and other references in the contract documents as

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

“Engineer”) or his designee is to act as Owner's representative, assume all duties and responsibilities of the project engineer, and have the rights and authority assigned Director in the Contract Documents in connection with completion of the Work.

### ARTICLE 3. CONTRACT TIME

- 3.1 The work shall be substantially complete within **Two Hundred and Seventy (270) calendar days**. The entire work shall be complete and ready for its intended use, including final dressing and cleanup, within **Three Hundred (300) 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).

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

- 3.2 Placing of permanent pavement markings on all final asphaltic concrete surfaces, if applicable, shall not be accomplished before thirty (30) calendar days have elapsed after placement of the final surfaces. The charging of Contract Time will be suspended during the thirty (30) calendar-day period provided the work is considered to be Substantially Complete, as provided in paragraph 3.1 above. The charging of Contract Time will resume on the 31st day.
- 3.3 Contractor recognizes that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times as specified, plus any extensions thereof allowed in accordance with the General and Supplementary 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 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 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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

(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.

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

#### **ARTICLE 4. CONTRACT PRICE**

- 4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Bid Form (Contract Total Bid Amount):

\_\_\_\_\_,  
**DOLLARS AND \_\_\_\_ CENTS, (\$ \_\_\_\_\_)**, which is incorporated herein and made a part hereof by this reference.

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

#### **ARTICLE 5. PAYMENT PROCEDURES**

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

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

- 5.1.1 Owner shall submit a monthly Certificate of payment based on the provided Paid to Date Summary may withhold, in accordance with the Division 1: General Conditions (Progress Payments).
- 5.1.2 Progress payments shall be equal to ninety-five percent (95%) of the value of work completed to date and Ongoing Stored Material Allowance as defined in Section 01025 Measurement and Payment, to include materials and equipment not incorporated into the work but delivered and suitably stored and accompanied by documentation satisfactory to Owner, with the remaining five percent 5% of the work being retainage.
- 5.1.3 Retainage shall be five (5) percent of work to date based on the progress payment, including all change orders,
- 5.2 Final Payment - Within 20 business days after the list is created, upon receipt of a proper invoice or Application for Payment, the Owner shall pay the contractor the remaining contract balance that includes all retainage previously withheld by the Owner less an amount equal to 150 percent of the estimated cost to complete the items on the list, less any liquidated damages. Upon completion of all items on the list, the contractor may submit a payment request for the amount withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold up to 150 percent of the total costs to complete such items. If the Owner has provided written notice to the contractor specifying the failure of the contractor to meet contract requirements in the development of the list of items to be completed, the Owner must pay the contractor the remaining balance of the contract, less any items in dispute, less an amount equal to 150 percent of the estimated cost to complete the items that the local governmental entity intended to include on the list.

## **ARTICLE 6. INTEREST**

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

## **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS**

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

- 7.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda 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.

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005



- 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) that are identified in Section 00200 "Information Available to Bidders".
- 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. **\*Delete this paragraph when preparing final contract, per Addendum 03.**
- 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, Contractor shall, at City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to City; or refund to City the amount paid by 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 CONTRACTOR, SHALL BE MERCHANTABLE AND FIT FOR THE PURPOSES INTENDED.**

**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 (Section 00500).
- 8.2 Exhibits to this Scope of work Agreement (if any).
- 8.3 Performance Bond, Payment Bonds and Certificates of Insurance (Sections 00610, 00620 and 00650, respectively).
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 General Conditions (Section 00710 - NSPE - ACEC Document 1910-8 (1996 Edition), as modified and supplemented.
- 8.6 Supplementary Conditions (Section 00800) (If Applicable).
- 8.7 Specific Technical Specifications.
- 8.9 Contract Documents bearing the general title **“LAKEWOOD/REWIS WATER MAIN REPLACEMENT – FEDERAL GRANT FUNDED ARPA PROJECT ITB #24-005”** consisting of Divisions 0 through 3 and Appendix A through C, as listed in the Table of Contents thereof, including the Invitation to Bid (Section 00020) and Instructions to Bidders (Section 00100).
- 8.10 Drawings consisting of a cover sheet and the sheets bearing the following general title:

**City of Ocoee  
Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project**

- 8.11 Addenda numbers \_\_ to \_\_, inclusive.

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

- 8.12 Contractor's Bid (Section 00300) including all required forms.
- 8.13 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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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 is required by the American Rescue Plan Act, per the 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 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.
- 10.8 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 affected 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:

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

- (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, as may be modified in the Supplementary 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. Contractor agrees to comply with Florida's Public Records Law. Specifically, Contractor shall:

1. Keep and maintain public records required by City to perform the service.
2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public record to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

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@OCOE.ORG, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.**

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



#### E-VERIFY REGISTRATION AND USE.

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

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  
this \_\_\_ day of \_\_\_\_\_, 202\_\_

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

FISHBACK DOMINICK

BY: \_\_\_\_\_  
Richard S. Geller, Esq., City Attorney

END OF SECTION

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

00500-17

SECTION 00610

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 \_\_\_\_\_, 20\_\_\_\_, entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of **ITB #24-005 Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project** (hereinafter referred to as the "Project") in accordance with the plans and specifications dated February 2024 and the Contract Documents prepared by *Hazen* and the City of Ocoee dated February 2024; and

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT IF Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Contract including, but not limited to, the making of payments to persons or entities providing labor, materials or services to Principal under the Contract, as well as, fulfilling all warranty obligations required after the Certificate of Completion is issued, within the time provided therein, and any extensions thereof that may be granted by 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,

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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, 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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

00610-3



SECTION 00620  
STATUTORY PAYMENT BOND

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

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

**KNOW ALL MEN BY THESE PRESENTS, THAT** \_\_\_\_\_  
(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.

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

SECTION 00630

CONSTRUCTION PERFORMANCE AND PAYMENT BONDS

CITY OF OCOEE

ITB #24-005 Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project

I, \_\_\_\_\_, certify that I  
am the Secretary of the corporation named as Principal in the foregoing Construction  
Performance and Payment Bonds; that \_\_\_\_\_, who signed the said  
Bonds on behalf of the Principal, was then \_\_\_\_\_ of said corporation;  
that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds  
were duly signed, sealed, and attested for and in behalf of said corporation by authority of its  
governing body.

\_\_\_\_\_  
Secretary

(Corporate Seal)

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

(SURETY COMPANY LETTERHEAD)

\_\_\_\_\_, 20\_\_

Alexis Chentouf  
Purchasing Technician  
City of Ocoee  
1 N. Bluford Avenue  
Ocoee, FL 34761  
(407) 905-3100 ext. 3111

RE: Construction Performance and Payment Bonds  
Authority to Date Bond and Power of Attorney  
Bond No.: \_\_\_\_\_

Project Name: CITY OF OCOEE  
ITB #24-005 Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project

Dear Mrs. Chentouf:

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

Best Regards,

\_\_\_\_\_  
(Surety Company's Name)

\_\_\_\_\_  
Attorney-in-Fact

END OF SECTION

**SECTION 00640**

**WAIVER OF RIGHT TO CLAIM AGAINST  
THE PAYMENT BOND (FINAL PAYMENT)  
(Section 255.05)**

The undersigned, in consideration of the final payment in the amount of \$\_\_\_\_\_ hereby  
waives its right to claim against the payment bond for labor, services, or materials furnished to \_\_\_\_\_  
\_\_\_\_\_ (insert the name of your customer) on the job of \_\_\_\_\_ (insert name of the owner),  
for improvements to the following described project:

**DESCRIPTION OF PROJECT:**

- Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project is located in, Ocoee, Florida. All Work for the project shall be constructed in accordance with the drawings and specifications prepared for the City by *Hazen*. The project will be awarded and constructed, in conformance with these plans, specifications, Project Manual and City of Ocoee Engineering Standards Manual. Bids shall be deemed to include all items necessary for the furnishing, delivering, and installing of all materials, equipment, incidentals, and services, including all labor for the work to construct and make complete the Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project.
- Work under this contract comprises furnishing the labor, material, equipment, tools, services and other incidentals required to construct and make complete for use the construction of Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project. The project consists generally of the construction of a new electrical building for the City's wastewater treatment facility.
- This Scope of Work is not to be limited by this description and will include additional and incidental related work as required and more fully set forth in the Contract Documents.
- Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the Contractor of the responsibility of furnishing the item as part of the work at no additional cost to the Owner.
- The Contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

DATE \_\_\_\_\_,

\_\_\_\_\_ (Claimant)

By: \_\_\_\_\_

END OF SECTION

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005



SECTION 00650  
INSURANCE CERTIFICATE

*Bidder is to provide City of Ocoee with completed Certificate Liability Insurance listing City of Ocoee as a Certificate Holder, and listing the City of Ocoee as Additional Insured.*

| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b> |  |                                                                                                                                                                                                             |  | OP ID JC<br>FRAZE-1 | DATE (MM/DD/YYYY)<br>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<br>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<br>LTR INSRD                                                                                                                                                                                                                                                                                                                                                                                                                                                     | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                     | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                                                   |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                     |                                      | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                         |               |                                     |                                      | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                          |               |                                     |                                      | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$                                                                                                                                                                                  |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE<br>RETENTION \$                                                                                                                                                                                  |               |                                     |                                      | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 2,000,000<br>\$<br>\$<br>\$                                                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER<br>Builders Risk                                                                                                                                        |               |                                     |                                      | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000<br>Any 1 Loc 100,000<br>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<br><br>City of Ocoee<br>150 N. Lakeshore Drive<br>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.<br>AUTHORIZED REPRESENTATIVE |

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

SAMPLE

## **STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

### **City of Ocoee** **(Revised November, 2023)**

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

Portions Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

## TABLE OF CONTENTS

|                                                                                                                                  | Page |
|----------------------------------------------------------------------------------------------------------------------------------|------|
| Article 1 – Definitions and Terminology.....                                                                                     | 5    |
| 1.01 Defined Terms.....                                                                                                          | 5    |
| 1.02 Terminology.....                                                                                                            | 8    |
| Article 2 – Preliminary Matters .....                                                                                            | 9    |
| 2.01 Delivery of Bonds and Evidence of Insurance .....                                                                           | 9    |
| 2.02 Copies of Documents .....                                                                                                   | 10   |
| 2.03 Commencement of Contract Times; Notice to Proceed .....                                                                     | 10   |
| 2.04 Starting the Work .....                                                                                                     | 10   |
| 2.05 Before Starting Construction .....                                                                                          | 10   |
| 2.06 Preconstruction Conference .....                                                                                            | 10   |
| 2.07 Initial Acceptance of Schedules.....                                                                                        | 10   |
| Article 3 – Contract Documents: Intent, Amending, Reuse .....                                                                    | 11   |
| 3.01 Intent.....                                                                                                                 | 11   |
| 3.02 Reference Standards.....                                                                                                    | 11   |
| 3.03 Reporting and Resolving Discrepancies .....                                                                                 | 11   |
| 3.04 Amending and Supplementing Contract Documents.....                                                                          | 12   |
| 3.05 Reuse of Documents .....                                                                                                    | 12   |
| 3.06 Electronic Data.....                                                                                                        | 13   |
| Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points..... | 13   |
| 4.01 Availability of Lands.....                                                                                                  | 13   |
| 4.02 Subsurface and Physical Conditions .....                                                                                    | 13   |
| 4.03 Differing Subsurface or Physical Conditions.....                                                                            | 14   |
| 4.04 Underground Facilities.....                                                                                                 | 15   |
| 4.05 Reference Points.....                                                                                                       | 16   |
| 4.06 Hazardous Environmental Condition at Site .....                                                                             | 16   |
| Article 5 – Bonds and Insurance.....                                                                                             | 18   |
| 5.01 Performance, Payment, and Other Bonds.....                                                                                  | 18   |
| 5.02 Licensed Sureties and Insurers.....                                                                                         | 18   |
| 5.03 Certificates of Insurance.....                                                                                              | 18   |
| 5.04 Contractor’s Liability Insurance .....                                                                                      | 18   |
| 5.05 Owner’s Liability Insurance.....                                                                                            | 21   |
| 5.06 Property Insurance .....                                                                                                    | 21   |
| 5.07 Waiver of Rights .....                                                                                                      | 22   |
| 5.08 Receipt and Application of Insurance Proceeds .....                                                                         | 22   |
| 5.09 Acceptance of Bonds and Insurance; Option to Replace .....                                                                  | 23   |
| 5.10 Partial Utilization, Acknowledgment of Property Insurer.....                                                                | 23   |
| Article 6 – Contractor’s Responsibilities.....                                                                                   | 23   |
| 6.01 Supervision and Superintendence .....                                                                                       | 23   |
| 6.02 Labor; Working Hours .....                                                                                                  | 23   |
| 6.03 Services, Materials, and Equipment.....                                                                                     | 25   |
| 6.04 Progress Schedule .....                                                                                                     | 25   |
| 6.05 Substitutes and “Or-Equals” .....                                                                                           | 25   |
| 6.06 Concerning Subcontractors, Suppliers, and Others .....                                                                      | 28   |
| 6.07 Patent Fees and Royalties.....                                                                                              | 29   |
| 6.08 Permits.....                                                                                                                | 29   |
| 6.09 Laws and Regulations .....                                                                                                  | 29   |
| 6.10 Taxes .....                                                                                                                 | 30   |

|                                                                       |                                                                                |    |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------|----|
| 6.11                                                                  | Use of Site and Other Areas.....                                               | 30 |
| 6.12                                                                  | Record Documents.....                                                          | 30 |
| 6.13                                                                  | Safety and Protection .....                                                    | 31 |
| 6.14                                                                  | Safety Representative.....                                                     | 31 |
| 6.15                                                                  | Hazard Communication Programs.....                                             | 32 |
| 6.16                                                                  | Emergencies .....                                                              | 32 |
| 6.17                                                                  | Shop Drawings and Samples.....                                                 | 32 |
| 6.18                                                                  | Continuing the Work.....                                                       | 33 |
| 6.19                                                                  | Contractor's General Warranty and Guarantee .....                              | 33 |
| 6.20                                                                  | Indemnification .....                                                          | 34 |
| 6.21                                                                  | Delegation of Professional Design Services.....                                | 34 |
| Article 7 – Other Work at the Site .....                              |                                                                                | 35 |
| 7.01                                                                  | Related Work at Site .....                                                     | 35 |
| 7.02                                                                  | Coordination.....                                                              | 36 |
| 7.03                                                                  | Legal Relationships .....                                                      | 36 |
| Article 8 – Owner's Responsibilities .....                            |                                                                                | 36 |
| 8.01                                                                  | Communications to Contractor .....                                             | 36 |
| 8.02                                                                  | Replacement of Engineer .....                                                  | 36 |
| 8.03                                                                  | Furnish Data .....                                                             | 36 |
| 8.04                                                                  | Pay When Due.....                                                              | 36 |
| 8.05                                                                  | Lands and Easements; Reports and Tests.....                                    | 36 |
| 8.06                                                                  | Insurance .....                                                                | 37 |
| 8.07                                                                  | Change Orders.....                                                             | 37 |
| 8.08                                                                  | Inspections, Tests, and Approvals .....                                        | 37 |
| 8.09                                                                  | Limitations on Owner's Responsibilities .....                                  | 37 |
| 8.10                                                                  | Undisclosed Hazardous Environmental Condition.....                             | 37 |
| Article 9 – Engineer's Status During Construction .....               |                                                                                | 37 |
| 9.01                                                                  | Owner's Representative .....                                                   | 37 |
| 9.02                                                                  | Visits to Site .....                                                           | 37 |
| 9.03                                                                  | Project Representative.....                                                    | 38 |
| 9.04                                                                  | Authorized Variations in Work.....                                             | 41 |
| 9.05                                                                  | Rejecting Defective Work.....                                                  | 41 |
| 9.06                                                                  | Shop Drawings, Change Orders and Payments .....                                | 41 |
| 9.07                                                                  | Determinations for Unit Price Work.....                                        | 41 |
| 9.08                                                                  | Decisions on Requirements of Contract Documents and Acceptability of Work..... | 41 |
| 9.09                                                                  | Limitations on Engineer's Authority and Responsibilities .....                 | 42 |
| Article 10 – Changes in the Work; Claims .....                        |                                                                                | 42 |
| 10.01                                                                 | Authorized Changes in the Work.....                                            | 42 |
| 10.02                                                                 | Unauthorized Changes in the Work.....                                          | 42 |
| 10.03                                                                 | Execution of Change Orders.....                                                | 43 |
| 10.04                                                                 | Notification to Surety.....                                                    | 43 |
| 10.05                                                                 | Claims.....                                                                    | 43 |
| Article 11 – Cost of the Work; Allowances; Unit Price Work.....       |                                                                                | 44 |
| 11.01                                                                 | Cost of the Work .....                                                         | 44 |
| 11.02                                                                 | Allowances .....                                                               | 46 |
| 11.03                                                                 | Unit Price Work .....                                                          | 46 |
| Article 12 – Change of Contract Price; Change of Contract Times ..... |                                                                                | 47 |
| 12.01                                                                 | Change of Contract Price .....                                                 | 47 |
| 12.02                                                                 | Change of Contract Times .....                                                 | 48 |

|                                                                                               |                                               |    |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------|----|
| 12.03                                                                                         | Delays.....                                   | 48 |
| Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work ..... |                                               | 49 |
| 13.01                                                                                         | Notice of Defects.....                        | 49 |
| 13.02                                                                                         | Access to Work .....                          | 49 |
| 13.03                                                                                         | Tests and Inspections .....                   | 49 |
| 13.04                                                                                         | Uncovering Work.....                          | 50 |
| 13.05                                                                                         | Owner May Stop the Work.....                  | 50 |
| 13.06                                                                                         | Correction or Removal of Defective Work ..... | 51 |
| 13.07                                                                                         | Correction Period .....                       | 51 |
| 13.08                                                                                         | Acceptance of Defective Work.....             | 52 |
| 13.09                                                                                         | Owner May Correct Defective Work.....         | 52 |
| Article 14 – Payments to Contractor and Completion.....                                       |                                               | 52 |
| 14.01                                                                                         | Schedule of Values.....                       | 52 |
| 14.02                                                                                         | Progress Payments .....                       | 52 |
| 14.03                                                                                         | Contractor’s Warranty of Title.....           | 55 |
| 14.04                                                                                         | Substantial Completion .....                  | 55 |
| 14.05                                                                                         | Partial Utilization .....                     | 56 |
| 14.06                                                                                         | Final Inspection.....                         | 56 |
| 14.07                                                                                         | Final Payment.....                            | 56 |
| 14.08                                                                                         | Final Completion Delayed .....                | 57 |
| 14.09                                                                                         | Waiver of Claims .....                        | 58 |
| Article 15 – Suspension of Work and Termination.....                                          |                                               | 58 |
| 15.01                                                                                         | Owner May Suspend Work.....                   | 58 |
| 15.02                                                                                         | Owner May Terminate for Cause.....            | 58 |
| 15.03                                                                                         | Owner May Terminate For Convenience .....     | 59 |
| 15.04                                                                                         | Contractor May Stop Work or Terminate.....    | 60 |
| Article 16 – Dispute Resolution.....                                                          |                                               | 60 |
| 16.01                                                                                         | Methods and Procedures .....                  | 61 |
| Article 17 – Miscellaneous .....                                                              |                                               | 60 |
| 17.01                                                                                         | Giving Notice .....                           | 60 |
| 17.02                                                                                         | Computation of Times.....                     | 61 |
| 17.03                                                                                         | Cumulative Remedies .....                     | 61 |
| 17.04                                                                                         | Survival of Obligations .....                 | 61 |
| 17.05                                                                                         | Controlling Law .....                         | 62 |
| 17.06                                                                                         | Headings.....                                 | 61 |
| Article 18 – Federal Requirements .....                                                       |                                               | 62 |
| 18.01                                                                                         | Agency Not a Party .....                      | 62 |
| 18.02                                                                                         | Contract Approval.....                        | 62 |
| 18.03                                                                                         | Conflict of Interest .....                    | 62 |
| 18.04                                                                                         | Gratuities .....                              | 63 |
| 18.05                                                                                         | Audit and Access to Records .....             | 63 |
| 18.06                                                                                         | Small, Minority and Women’s Businesses .....  | 63 |
| 18.07                                                                                         | Anti-Kickback .....                           | 63 |
| 18.08                                                                                         | Clean Air and Pollution Control Acts.....     | 63 |
| 18.09                                                                                         | State Energy Policy .....                     | 64 |
| 18.10                                                                                         | Equal Opportunity Requirements.....           | 64 |
| 18.11                                                                                         | Restrictions on Lobbying .....                | 64 |
| 18.12                                                                                         | Environmental Requirements.....               | 64 |



# 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.

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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

C. *Day*

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

D. *Defective*

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

E. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

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



2.02 *Copies of Documents*

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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

## 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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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:

Holiday

Calendar Date

CITY OF OCOEE TO CONFIRM HOLIDAYS

Holiday

Calendar Date

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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005



|                        |                           |
|------------------------|---------------------------|
| Labor Day              | Monday)                   |
| Thanksgiving Day       | First Monday in September |
| Day after Thanksgiving | 4th Thursday in November  |
| Christmas Eve          | 4th Friday in November    |
| Christmas              | December 24               |
|                        | December 25               |

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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

- 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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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:

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

thereof; observe, record and report to Owner and Engineer appropriate details relative to the test procedures and startups.

- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Owner and Engineer.
6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with RPR'S recommendations to Owner and Engineer. Transmit to Contractor in writing decisions as issued by Owner and Engineer.
8. Records
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; and send copies to Engineer.
  - c. Record names, addresses, and telephone numbers of Contractor, subcontractors, and major suppliers of materials and equipment.
9. Reports
  - a. Contractor and Engineer shall furnish the RPR with periodic reports as required of progress of the Work and Contractor's compliance with the progress schedule.
  - b. Contractor and Engineer shall consult with the RPR in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Contractor and Engineer shall work with the RPR to draft proposed Change Orders and Work Change Directives, by providing backup material. The RPR may from time to time recommend that Change Orders, Work Change Directives and Field Orders be issued. .
10. Payment Requisitions: The RPR may assist in the review of applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work. Initial approved percentages of completion with respect to the schedule of values.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, the RPR may assist to verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forward same to Owner prior to final payment for the Work.
12. Completion



- a. The RPR may, before the Contractor submits a request for a substantial completion inspection, submit to the Contractor a list of observed items requiring completion or correction.
- b. The RPR may, but shall not be required, to advise the Contractor or the Engineer whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work, including but not limited to, the City of Ocoee.
- c. The RPR may also assist in conducting final inspection together with the Engineer, Owner and Contractor and assist in preparing a final list of items to be completed and corrected. In accordance with Florida Statutes Section §218.735, within 30 calendar days of reaching substantial completion of the construction services, or 45 days if over \$10 million construction cost, the Owner and Contractor shall work together to develop the single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the Owner. See also General Conditions Section 710 of the bid package, and Section 5 of the Contract, Payment Procedures.
- d. The RPR may observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

#### D. LIMITATIONS OF AUTHORITY

##### Resident Project Representative

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

9.07 *Determinations for Unit Price Work*

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

**ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

### 10.03 *Execution of Change Orders*

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

### 10.04 *Notification to Surety*

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part,
  2. approve the Claim, or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

### **11.01 *Cost of the Work***

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.
  - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
  - 4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  - 5. Supplemental costs including the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.



- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressages, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
  - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances
  1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*
  1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

### **12.01 *Change of Contract Price***

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.
- g. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site. The equipment rates will be based on the latest edition (version current at the time of bid) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc.( version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Blue Book".
- h. The Monthly Rate is the Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time of that day equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.
- i. The Owner will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Owner will pay for the time to perform this work at the rate of standby equipment

#### 12.02 *Change of Contract Times*

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

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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:

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005



- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. the Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements;
  - d. there are other items entitling Owner to a set-off against the amount recommended including but not limited to, the aggregation of liquidated damages; or
  - e. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.
  3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

#### 14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, supplies and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens. No materials or supplies for the Work shall be purchased subject to any security interest, or under a conditional sales contract or other agreement by which an interest is retained by the seller.

#### 14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Agency, Contractor, and Engineer shall make a prefinal inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. In accordance with Florida Statutes Section §218.735, within 30 calendar days, or 45 days if over \$10 million construction cost, of reaching substantial completion of the construction services, the Owner and Contractor shall work together to develop the single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the Owner. See also General Conditions Section 710 of the bid package, and Section 5 of the Contract, Payment Procedures. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

##### A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.
4. Notwithstanding any other provision of these Contract Documents to the contrary, Owner and Engineer are under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing to any of them are or will be made. Such parties shall rely only on the Contractor's payment and performance bonds and the obligations of the Surety as remedy of nonpayment.

*B. Engineer's Review of Application and Acceptance*

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

*C. Payment Becomes Due*

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

*14.08 Final Completion Delayed*

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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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 |

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

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.

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005



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.

## **SECTION 01001 GENERAL REQUIREMENTS**

### **1.01 WORK UNDER THIS CONTRACT**

#### **A. SCOPE OF WORK**

Project: Lakewood/Rewis Water Main Replacement Federal Grant Funded ARPA Project

All work for the project shall be constructed in accordance with the drawings and specifications prepared by the City of Ocoee Utilities Department. The proposed project will be awarded and constructed, in conformance with the plans, specifications, and City of Ocoee Engineering Standards Manual. Bids shall be deemed to include all items necessary for the furnishing, delivering, and installing of all materials, equipment, incidentals, and services, including all labor for the work which is generally described as the following:

- The Project consists of the installation of approximately 4,000 LF of 8" and 6" ductile iron water main and all associated isolation valves, water services, stub-outs, fire hydrants, blow-offs, and connections to existing adjacent water mains, removal and/or grouting and safe handling and proper disposal of approximately 4,000 LF of 6" asbestos cement water main. Additionally, the work includes the removal and/or grouting of approximately 2,000 LF of 2" galvanized steel water main and all respective appurtenances. Surface restoration of all impacted facilities, including asphalt roadway trench repair, milling, resurfacing, and replacing asphalt, concrete sidewalk and curbing, driveways (concrete, stone, asphalt, pavers), stamped asphalt speed bump crossing, striping, ADA ramps, sodding, landscaping, etc. Demolition, removal and reconnection of water services and meters. Deflection of existing or proposed utilities, testing, disinfection of new pipelines and dewatering as necessary for installation of new pipe and structures and all other work as shown in the Contract Drawings. The project will be completed in accordance with American Rescue Plan Act (ARPA) funding requirements.
- All work must be in compliance with the City of Ocoee Engineering Standards Manual. See Section 02100. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the existing reclaim mains.

All labor and material for work is more generally described as the following:

- Installation and furnishing of approximately 4,000 LF of 8" DI water main and appurtenances required for an active water main.

Lakewood/Rewis Water Main Replacement  
Federal Grant Funded ARPA Project  
ITB #24-005

- Removal and/or grouting of 4,000 LF of 6" AC water main and 2" galvanized steel water main.
- Connections to existing water mains.
- Repair/restoration/finishing of all facilities affected by the work.
- Sequencing of the work to keep all utilities in service.
- Obtaining necessary permits required to perform the work and notifying authorities having jurisdiction prior to any inspection activities of the upgraded system.
- Coordination with all utility providers.
- Coordination with the Florida Central Railroad (FCEN) for any work within the railroad right-of-way, as required.
- Maintaining the work area and site in a clean and acceptable manner.
- Protection of finished work and unfinished work.
- Repair surfaces that are damaged by new construction activities.
- Flush, clean, test and disinfect pipelines.
- Prepare and submit as-built record drawings to the Owner.
- Restore the site to the original condition or better.
- All valves, fittings, hydrants and appurtenances needed to support the water mains installation.
- Water meter service connections.
- Alternate Bid: Mill and Resurfacing of Flewelling Ave from the intersection of Flewelling and Spring Avenue to the end of the work on Flewelling Ave. Coordinate with the City of Ocoee on milling and resurfacing limits.

#### B. OWNER'S REPRESENTATIVE FOR CONTRACT ADMINISTRATION

Notice is hereby served Director of Utilities for City of Ocoee's Utilities Department is Jamie Croteau. The Engineer of Record (Engineer) with respect to project design (i.e. Drawings and Specifications) is Melanie Peckham with Hazen and Sawyer. In conformance with the requirements of Notice and Service of the General Conditions, all notices or other papers required to be delivered by the Contractor to the Owner shall be delivered to:

Jamie Croteau  
Utilities Director,  
1800 A. D. Mims Rd.  
Ocoee, FL 34761

The Owner or his designee shall provide construction administration services for this project with respect to design related issues, and acceptance of materials and workmanship. Such construction administration services are provided solely to evaluate the Contractor's work for compliance with the contract documents and shall

Lakewood/Rewis Water Main Replacement  
Federal Grant Funded ARPA Project  
ITB #24-005

not be effective to assign to the Owner any duty to supervise or direct the performance of the work, nor create any responsibility for acts or omissions of the Contractor or any subcontractor or supplier.

### C. STANDARD DOCUMENTS

|        |                                                                            |        |                                                                                                   |
|--------|----------------------------------------------------------------------------|--------|---------------------------------------------------------------------------------------------------|
| AA     | Aluminum Association                                                       | AWBP   | American Wood Preservers Board                                                                    |
| AASHTO | American Association of State Highway and Transportation Officials         | AWS    | American Welding Society                                                                          |
| or     |                                                                            | AWWA   | American Water Works Association                                                                  |
| AASHO  | Officials                                                                  | CRSI   | Concrete Reinforcing Steel Institute                                                              |
| ABPA   | Acoustical and Board Products Association                                  | CS     | Commercial Standard                                                                               |
|        |                                                                            | DOT    | Spec Standard Specification for Road and Bridge Construction Florida Department of Transportation |
| ACI    | American Concrete Institute                                                | FS     | Federal Standard                                                                                  |
| AFBMA  | Anti-Friction Bearing Manufacturer's Association                           | IEEE   | Institute of Electrical and Electronic Engineers                                                  |
|        |                                                                            | IPCEA  | Insulated Power Cable Engineers Association                                                       |
| AGA    | American Gas Association                                                   | NBFU   | National Board of Fire Underwriters                                                               |
| AGMA   | American Gear M(03/20/00ers Association                                    | NBS    | National Bureau of Standards                                                                      |
| AI     | The Asphalt Institute                                                      | NEC    | National Electrical Code                                                                          |
| AIA    | American Institute of Architects                                           | NECA   | National Electrical Contractor's Association                                                      |
| AIEE   | American Institute of Electrical Engineers                                 | NEMA   | National Electrical Manufacturers Association                                                     |
| AIMA   | Acoustical and Insulating Materials Association                            | NFPA   | National Fire Protection Association                                                              |
| AISC   | American Institute of Steel Construction                                   | NPT    | National Pipe Threads                                                                             |
| AISI   | American Iron and Steel Institute                                          | NSF    | National Science Foundation                                                                       |
| AMCA   | American Moving and Conditioning Association                               | OSHA   | U.S. Department of Labor, Occupational Safety and Health Administration                           |
| ANSI   | American National Standards Institute                                      | PCA    | Portland Cement Association                                                                       |
| API    | American Petroleum Institute                                               | PCI    | Prestressed Concrete Institute                                                                    |
| APWA   | American Public Works Association                                          | PS     | United States Products Standards                                                                  |
| AREA   | American Railway Engineering Association                                   | SAE    | Society of Automotive Engineers                                                                   |
| ASA    | American Standards Association (now ANSI)                                  | SDI    | Steel Decks Institute                                                                             |
| ASCE   | American Society of Civil Engineers                                        | SJI    | Steel Joists Institute                                                                            |
| ASHRAE | American Society of Heating, Refrigerating, and Air Conditioning Engineers | SMACNA | Sheet Metal and Air Conditioning Contractors National Association                                 |
| ASME   | American Society of Mechanical Engineers                                   | SSPC   | Structural Steel Painting Council                                                                 |
| ASSCBC | American Standard Safety Code for Building Construction                    | UL     | Underwriter's Laboratories, Inc.                                                                  |
| ASTM   | American Society for Testing and Materials                                 | UASI   | United States of American Standards Institute (Now ANSI)                                          |
| AWPA   | American Wood Preservers Association                                       | or     |                                                                                                   |
|        |                                                                            | USAS   |                                                                                                   |

When obtaining data and information from the Drawings, conflicts, errors, and discrepancies shall be resolved from the documents listed below. Where information from the documents listed below may conflict, the most stringent standard shall apply.

- a. Agreement Modifications
- b. Agreement
- c. Change Orders
- d. Addenda
- e. Supplementary Conditions
- f. Instructions to Bidders
- g. General Conditions
- h. General Requirements
- i. Measure and Payment
- j. Utility Technical Specifications  
City of Ocoee Utilities Administration Building Technical Specification  
(Div. 2 through 15)
- k. FDOT Standard Specification for Road and Bridge Construction, 2004 Edition including supplements and revisions thereto
- l. Drawings
  - 1) Dimensions
  - 2) Full-size Drawing
  - 3) Large-scale Drawing
  - 4) Small-scale Drawing
- m. FDOT Roadway and Traffic Design Standards, Dated January 2006.
- n. Advertisement for Bids
- o. Bid
- p. Bonds
- q. Insurance Certificates
- r. Insurance Endorsements
- s. Affidavits

When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

#### D. PRESERVATION OF PROPERTY

##### 1. General

The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities (except as modified by the provisions of D-3), trees, shrubs, crops, signs, monuments, fences, guardrail,

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005



pipe and underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor), etc., and whenever such property is damaged due to the activities of the Contractor it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at his own expense, or he shall make good such damage or injury in an acceptable manner.

The Contractor shall protect existing bridges during the entire construction period, from damage caused by any of his operations or equipment. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at his own expense, to make immediate repairs of any damage occasioned by his use or operations. In the event that the Contractor's use or operations result in damage to a bridge requiring repairs, such repairs shall have a prior right to any equipment, materials or labor at the Contractor's disposal.

The Contractor's special attention is directed to the protection of any geodetic monument, horizontal or vertical, located within the limits of construction.

## 2. Failure to Restore Damaged Property

In case of failure on the part of the Contractor to restore such property, bridge, road or street, or to make good such damage or injury, the Owner may, upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the contract. Nothing in this clause shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property, not shown on the plans, which is made necessary by alteration of grade or alignment and such work is authorized by the Owner; provided that such property has not been damaged through fault of the Contractor, his employees or agents.

## 3. Utilities

- a. Arrangements for Protection or Adjustment: At points where the Contractor's operations are adjacent to utility facilities or other property, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, work shall not be commenced until all arrangements necessary for the protection thereof have been made. The Contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.

The Owner will make the necessary arrangements with utility owners for removal or adjustment of utilities where such removal or adjustment is determined by the Owner to be essential to the performance of the required construction, provided normal construction procedures are used by the Contractor. Relocations or adjustments requested only on the basis of the Contractor's proposed use of a particular method of construction or a particular type of equipment will not be considered as being essential to the construction of the project if other commonly used methods and equipment could be used without the necessity of relocating or adjusting the utility. The Owner will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the job of materials furnished by the Contractor will be the responsibility of and at the expense of the Contractor.

Circumstances under which it will be considered essential to remove or adjust (or to otherwise protect) utilities in order to construct the project shall include, but not be limited to, the following:

- 1) Utilities lying within the vertical and horizontal construction limits, plus the reasonably required working room necessary for operation of equipment normally used for the particular type of construction; all as determined by the Owner (and except as provided in paragraph 4), below). (In the case of overhead electrical conductors which carry more than 400 V, a minimum of 10 foot clearance between the conductor and the nearest possible approach of any part of the equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.)
- 2) Utilities lying within the horizontal limits of the project and within 12-inches below the ground surface or the excavation surface on which the construction equipment is to be operated, or within 12-inches below the bottom of any stabilizing course called for on the plans.
- 3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures, (except as provided in paragraph 4) below). Such normal limits shall extend to side slopes along the angle of repose, as established by sound engineering practice, unless the sides of the excavation are required by the plans or special provisions to be supported by sheeting, or the Contractor elects to sheet such excavation for his own convenience.
- 4) Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the utility owner shall be responsible for providing and effecting all reasonable measures for their support and protection

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

during construction operations, and the Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing his work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by the Owner, so as to cause the least impediment to the overall construction operations. The Owner will not assume responsibility for utility adjustments or temporary relocation work, nor for the conditions resulting there from, where such adjustments are (1) not necessitated by the construction of the project, (2) done solely for the benefit or convenience of the utility owner or its contractor, or the highway contractor where his construction procedures are considered to be other than normal, or (3) not shown on the approved plans for the utilities relocation or the construction.

- b. Cooperation and coordination of schedules with Utility Owners: The Contractor shall cooperate with the Owners of any underground and coordination of schedules or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted. Contractor shall be responsible for coordinating its activities with those of the Utility Owners and shall incorporate their work into Contractor's Construction Schedules.

Owner shall not be liable to the Contractor for any loss, damage, cost or expense arising out of or resulting from delay, interference, interruption, or acceleration of Contractor's Work by any of the activities of the Utility Owners.

In the event of interruption of water or other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If water service is interrupted repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

- c. Utility Adjustments: Certain utility adjustments and reconstruction work may be underway during the progress of the contract. The Contractor will be required to cooperate as is necessary with the various utility construction crews in order that utility service may be maintained. Upon completion of

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

the utilities work by others the utilities will be in their final location and the Contractor shall exercise due caution when working adjacent to such utilities. Any damage to the relocated utilities resulting from the Contractor's operations shall be repaired at his expense. The Contractor's attention is directed to the requirements of D-1 and D-3.b outlining responsibility for protection of utility facilities.

Utility authorities that may be performing adjustments, connections, and reconstruction work during the progress of the contract are:

- 1) CenturyLink
- 2) Charter Communications
- 3) Duke Energy
- 4) City of Ocoee Utilities Department

4. The Contractor shall not enter or occupy private land outside of the project site or right-of-way, except by written permission of the appropriate owners. Contractor shall provide Owner a copy of such written permission.

## 1.02 LABOR

- A. The Contractor shall keep the Contract under his own control and it shall be his responsibility to see that the Work is properly supervised and carried on faithfully and efficiently. The Contractor shall supervise the Work personally or shall have a competent, English-speaking superintendent or representative, who shall be on the site of the project at all working hours, and who shall be clothed with full authority by the Contractor to direct the performance of the Work and make arrangements for all necessary materials, equipment, and labor without delay.

## 1.03 MATERIALS AND EQUIPMENT

### A. MANUFACTURER

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Owner's option, that the manufacturer or subcontractor communicate directly with the Owner. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
2. All workmanship and materials shall be of the highest quality. The equipment shall be the product of manufacturers who are experienced and skilled in the field with an established record of research and development. No equipment will be considered unless the manufacturer has designed and manufactured equipment of comparable type and size for at least five years.

3. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Owner. No material shall be delivered to the work without prior approval of the Owner.
4. All apparatus, mechanisms, equipment, machinery, and manufactured articles for incorporation into the Project shall be the new (most current production at time of bid) and unused standard products of recognized reputable manufacturers on the City's Approved Materials List.
5. Safety Requirements:
  - a. All machinery and equipment shall be safeguarded in accordance with the safety codes of the ANSI, OSHA, and local industrial codes.
  - b. In addition to the components specified and shown on the Drawings and necessary for the specified performance, the Contractor shall incorporate in the design and show on the shop drawings all the safety features required by the current codes and regulations, including but not limited to those of the Occupational Safety and Health Act, and Amendments thereto.

#### B. SUBSTITUTIONS

1. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.
2. When a particular product is specified or called for, it is intended and shall be understood that the proposal tendered by the Bidder includes those products in his Bid. Should the Bidder desire to provide alternate products equal to those specified, the Bidder shall furnish information as described in the General Conditions or Bid Form. The alternate product or products submitted by the Bidder shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
3. The intent of these specifications is to provide the Owner with a quality facility without discouraging competitive bidding. For products specified only by reference standards, performance and descriptive methods, without naming manufacturer's products, the Contractor may provide the products of any manufacturer complying with the Contract Documents, subject to the review of product data by the Owner/Engineer as specified herein. For products specified by naming a manufacturer's product followed by the words "or equal", the Contractor may provide any of the named products. He may substitute a product by another manufacturer as an equal only after review by the Owner/Engineer as specified herein. In all cases, any product provided must comply with all of the specified requirements.



## C. DELIVERY AND STORAGE

### 1. General

- a. The Contractor shall be responsible for all material, equipment and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner.
- b. All materials and equipment to be incorporated in the Work shall be handled and stored by the Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage or any kind whatsoever to the material or equipment.
- c. All materials which, in the opinion of the Owner, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the Work, and the Contractor shall receive no compensation for the damaged material or its removal.
- d. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the Owner.

### 2. Delivery - the Contractor Shall:

- a. Deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
- b. Coordinate deliveries in order to avoid delay in, or impediment of, the progress of the Work of any related Contractor.
- c. Arrange deliveries of products in accordance with construction schedules coordinated to avoid conflict with work and conditions at the site.
- d. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
- e. Immediately on delivery, inspect shipments with the Owner's field representative to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- f. Provide equipment and personnel to handle products by methods recommended by the manufacturer to prevent soiling or damage to products or packaging.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

### 3. Storage

- a. The Contractor shall be responsible for securing a location for on-site storage of all material and equipment necessary for completion of this project. The location and storage layout shall be submitted to the Owner/Engineer at the Pre-construction Conference.
- b. All material delivered to the job site shall be protected from dirt, dust, dampness, water, and any other condition detrimental to the life of the material from the date of delivery to the time of installation of the material and acceptance by the Owner.
- c. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
- d. When required or recommended by the manufacturer, the Contractor shall furnish a covered, weather protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project.
- e. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions and free from damage or deterioration.
- f. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Owner by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.
- g. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Electric motors provided with heaters shall be temporarily wired for continuous heating during storage. Upon installation of the equipment, the Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
- h. Mechanical equipment to be used in the Work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and start-up, at no extra cost to the Owner.
- i. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment during start-up and certify that its condition has not been detrimentally affected by the long storage period.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

Such start-up certification by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed and tested. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

j. Specific Material Storage Requirements

- 1) Loose Granular Materials: Store in a well-drained area on solid surfaces to prevent mixing with foreign matter.
  - 2) Cement, sand and lime: Stored under a roof and off the ground and kept completely dry at all times.
  - 3) Brick, block and similar masonry products: Handle and store in a manner to reduce breakage, chipping, cracking and spilling to a minimum.
  - 4) All structural and miscellaneous steel, and reinforcing steel: Store off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical.
4. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections. In any event, equipment and materials not properly stored will not be included in a payment estimate.

D. MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

1. Comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to all parties involved in the installation, including two copies for the Owner's use. Maintain one set of complete instructions at the job site during installation and until completion.
2. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with the manufacturer's instructions, consult with Owner for further instructions. Do not proceed with Work without clear instructions.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

3. Perform Work in strict accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.
4. The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the installation of the Work and to handle all emergencies normally encountered in Work of this character.
5. Equipment shall be installed in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless directed otherwise by the Owner during installation.
6. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.
7. The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the Engineer and made of ample size and strength for the purposes intended. Substantial templates and working drawings for installation shall be furnished by the manufacturer.

#### E. INSPECTION AND TESTING

##### 1. General

- a. If, in the testing of any material or equipment, it is ascertained by the Owner that the material or equipment does not comply with the Contract, the Contractor shall be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.
- b. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

##### 2. Cost

- a. Owner shall employ and pay for the services of an independent testing laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect

to have materials and equipment tested for conformity with the Contract Documents.

- b. The cost of field leakage, pressure and bacteriological tests and shop tests of materials and equipment specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract price.
- c. Notify Owner employed-laboratory sufficiently (a minimum of 48 hours) in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred.
- d. Contractor shall employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.
- e. If the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the Contract Documents, the Contractor shall pay laboratory costs of such failed tests. The total of such costs shall be deducted from any payments due to the Contractor.
- f. The Contractor shall pay for all Work required to uncover, remove, replace, retest, etc any Work not tested due to the Contractor's failure to provide the minimum 48 hours advance notice or due to failed tests.

### 3. Shop Testing

- a. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function or special requirements are specified shall be tested in the shop of the manufacturer in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents. No such equipment shall be shipped to the Work until the Engineer notifies the Contractor, in writing, that the results of such tests are acceptable.
- b. Five copies of the manufacturer's actual shop test data and interpreted results thereof, accompanied by a certificate of authenticity notarized and signed by a responsible official of the manufacturing company, shall be furnished to the Owner/Engineer as a prerequisite for the acceptance of any equipment. The cost of shop tests (excluding cost of Owner's

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

representative) and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor and shall be included in the Contract price.

- c. The Contractor shall give notice in writing to the Owner sufficiently in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Owner shall arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials; or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture; or he will notify the Contractor that inspection will be waived.
- d. When inspection is waived or when the Owner so requires, the Contractor shall furnish to him authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents. These certificates shall be notarized and shall include five (5) copies of the results of physical tests and chemical analysis, where necessary, that have been made directly on the product or on similar products of the manufacturer.
- e. The Contractor must comply with these provisions before shipping any material. Such inspections by the Owner shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

#### 4. Field Testing

- a. The Owner shall employ and pay for services of an independent testing laboratory to perform testing specifically indicated in the Contract Documents. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.
- b. The Owner may at any time during the progress of the Work request additional testing beyond that specified in the Contract. This testing will be at the Owner's expense. The Contractor shall assist the testing laboratory personnel in all ways so as to facilitate access to the location of the material or equipment to be tested.



c. Contractor shall:

- 1) Cooperate with laboratory personnel, provide access to the Project.
- 2) Secure and deliver to the laboratory adequate quantities of representative samples of materials proposed to be used and which require testing.
- 3) Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes which require control by the testing laboratory.

d. The following schedule summarizes the responsibilities of various tests that may be required by the Contract Documents. Contractor shall notify Owner in advance of work so that arrangements can be made with the testing laboratory.

| TEST                          | NOTES                                                                              | PAID BY      |
|-------------------------------|------------------------------------------------------------------------------------|--------------|
| Materials Compaction          | Embankment, pipe backfill, subgrade, base, asphaltic concrete as required by Owner | Owner        |
| Low Pressure Air Exfiltration | Each section of gravity sewer pipe between manholes or lift station                | Contractor   |
| Hydrostatic Pressure          | All segments of pressure piping (24-hour test).                                    | Contractor   |
| Hydrostatic Leakage           | All segments of pressure piping (2-hour test).                                     | Contractor   |
| Bacteriological               | As required by local and state agencies                                            | Contractor   |
| Asphaltic Concrete Paving     | As required by Owner                                                               | Owner        |
| LBR                           | As required by Owner                                                               | Owner        |
| Concrete                      | Initial acceptance testing at delivery, cylinders As required by Owner             | Owner        |
| All Other Testing             | As specified in various sections of the Project Manual                             | As Indicated |

5. Inspection by Other Agencies: The Florida Department of Transportation, the Florida Department of Environmental Regulation, and other authorized governmental agencies shall have free access to the site for inspecting materials

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

and Work, and the Contractor shall afford them all necessary facilities and assistance for doing so. Any instructions to the Contractor resulting from these inspections shall be given through the Owner/Engineer. These rights of inspections shall not be construed to create any contractual relationship between the Contractor and these agencies.

#### F. WARRANTIES AND BONDS

1. The Contractor shall submit warranties and bonds as specified in the General Conditions and as specified herein. Co-execute submittals when so specified.
2. If an individual specification section requires a particular warranty more stringent than that required by this Section or the General Conditions, the more stringent requirements shall govern for the applicable portion of the Work.
3. The warranties and bonds shall include:
  - a. Equipment or product description
  - b. Manufacturer's name, principal, address and telephone number
  - c. Contractor, name of responsible principal, address and telephone number.
  - d. Local supplier's or representatives name and address
  - e. Scope of warranty or bond
  - f. Proper procedure in case of failure
  - g. Instances that might affect the validity of warranty or bond
  - h. Date of beginning of warranty, bond or service and maintenance contract
  - i. Duration of warranty, bond or service maintenance contract

#### G. TOOLS AND ACCESSORIES

1. The Contractor shall furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and accessories which may be needed to adjust, operate, maintain or repair the equipment (including special grease guns or other lubricating tools).
2. Such tools and accessories shall be furnished in approved painted steel tool cases, properly labeled and equipped with good grade cylinder locks and duplicate keys no later than upon start-up.
3. Each piece of equipment shall be provided with a substantial stainless steel nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rating data.

#### H. SPARE PARTS

Spare parts may be specified for certain equipment in the pertinent sections of the Specifications. The Contractor shall collect and store all spare parts during construction and shall surrender such to the Owner in original boxes or containers upon final inspection. In addition, the Contractor shall furnish to the Owner an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

#### I. BORROW, EXCESS SUITABLE AND UNSUITABLE MATERIALS

The Contractor shall conduct access, hauling, filling and storage operations on-site as specified herein and as shown on the Contract Drawings.

1. Borrow Material: All borrow material shall be obtained off-site by the Contractor.
2. Excess Suitable Material: Ownership of excess suitable material excavated from the project shall be as follows:
  - a. The City shall retain ownership of all suitable excavated materials until the final job requirements for fill or backfill materials have been fulfilled. The Contractor shall take ownership of remaining excavated materials not needed for job requirements, and dispose of them outside the right-of-way to the satisfaction of the Owner.
3. Unsuitable Material
  - a. All unsuitable material shall become the property and responsibility of the Contractor. The Contractor shall properly dispose of all such unsuitable materials off-site in accordance with local, State and Federal Regulations, or;
  - b. When approved by the City, unsuitable material may be disposed of in accordance with Section 120-5.3 of the FDOT Standard Specification for Road and Bridge Construction, 2000 Edition, including any supplements or revisions thereto.

#### J. USE OF CHEMICALS

All chemicals used during the project construction furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either the Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

## 1.04 PROJECT SITE AND ACCESS

### A. USE OF PUBLIC STREETS

The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall be removed immediately by the Contractor and the streets cleaned to the satisfaction of the Owner.

### B. USE OF PUBLIC STREETS FOR HAUL ROADS

Prior to construction, the Contractor shall designate all proposed haul roads to be used during the life of the project. Any earth or other materials spilled from trucks shall be removed by the Contractor and streets cleaned to the satisfaction of the Owner. Contractor shall be responsible for repairs to any damages caused by his operations, prior to final payment.

All trucks carrying earth shall be covered while moving with an appropriate tarpaulin. All cleanup shall be the responsibility of the Contractor.

All trucks/moving equipment shall have backup warning horns in proper working order while on the job site.

Any hauling unit or equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Law, or lower weights which may be legally established for any road, bridge or street, shall not be operated on except as provided by special permit issued by the governmental unit having jurisdiction over a particular road or bridge.

Roads or bridges that are to be demolished may be overloaded after they are permanently closed to the public. All liability for loss or damage resulting from equipment operating on a structure permanently closed to the public shall be the responsibility of the Contractor.

### C. ACCESS

1. Neither the material excavated nor the materials or equipment used in the construction of the Work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.

2. Access to businesses and residents located adjacent to the project site must be maintained at all times. Contractor may pre-arrange the closing of business or residential access with the business owner or property owner. As a minimum Contractor shall detail such pre-arranged access closing as notation to be included in Contractor Daily Report of Construction Activities addressed by Article 1.07.L. of these General Requirements, Section 01001. Such pre-arranged access closing shall not exceed two (2) hours. Property drainage and grading shall be restored and all construction debris removed within forty-eight (48) hours after completion of crossing work at access location.
3. Contractor agrees that representatives of the Owner and any governmental agents will have access to the Work wherever it is in preparation or progress and that the Contractor shall provide facilities for such access and inspection.

#### 1.05 PERMITS

- A. The Owner has obtained permits related to this Work prior to advertising and are specifically listed in Table 01001-A. The Owner will also obtain permits that relate to the completed facilities.
- B. Upon Notice of Award, the Contractor shall immediately apply for all other applicable permits to construct the Work from the appropriate governmental agency or agencies. No Work shall commence until all applicable permits have been obtained and copies delivered to the Owner/Engineer. The costs for obtaining these permits shall be borne by the Contractor.
- C. The Contractor shall strictly adhere to the specific requirements of the governmental unit(s) or agency(ies) having jurisdiction over the Work. Whenever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.
- D. The Contractor shall serve as Owner's Construction Coordinator with respect to notification of permitting governmental departments related to all Owner obtained permits. The Contractor shall be responsible for notification of all governmental departments addressed by Owner obtained permits prior to starting Work, during the progress of the Work, and immediately upon completion of the Work (Work is defined in reference to construction activities to be performed related to individual permit requirements). Such notice(s) shall be submitted or provided to permitting governmental department(s) in format and within time period(s) required. If pre and/or post notification time period is not stated by individual permit(s) then Contractor shall provide required notification(s) not less than forty-eight (48) hours in advance and after completion of Work. Permit(s) that require the Contractor shall address verbal notification(s) by follow-up written notice confirmation. Contractor shall contemporaneously submit to Owner and Owner's Engineer copies of all written notification issued to permitting governmental department(s).

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

## 1.06 UTILITIES

### A. UTILITY CONSTRUCTION

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto, whether owned or controlled by governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage or water. Other public or private property that may be affected by the Work shall be deemed included hereunder.
2. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required.
3. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Owner. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Owner may require special construction procedures. As a minimum, the Contractor shall conform to the following restoration procedures:
  - a. Interim Restoration: All excavations shall be backfilled and compacted as specified by the end of each working day. For excavations within existing paved areas, roadway base shall be installed as to provide a relatively smooth surface free of loose material before opening to traffic. At the end of each workweek the interim asphaltic surface course shall be completed. Contractor shall coordinate his construction activity including density tests and inspections to allow sufficient time to achieve this requirement. All driveway cuts shall be backfilled, compacted, and lime rock base spread and compacted immediately after utility installation. Contractor shall coordinate with the individual property owners prior to removing the driveway section. Any utility crossing an existing roadway, parking lot or other paved area shall be patched by the end of the working day.

All pipe and fittings shall be neatly stored in a location approved by the Owner that will cause the least disturbance to the public. All debris shall be removed and properly disposed of by the end of each working day.



Maintenance of all restored facilities shall be the Contractor's responsibility. This maintenance shall be performed on an on-going basis during the course of construction.

The Contractor's Progress Schedule shall reflect the above restoration requirements.

- b. Additional Restoration for Work in Business or Commercial Districts: The Contractor shall restore all private property, damaged by construction, to its original condition. Access to businesses located adjacent to the project site must be maintained at all times. Contractor may prearrange the closing of business accesses with the business owner. Such prearranged access closing shall not exceed two (2) hours. Property drainage and grading shall be restored within 24 hours of backfilling trench.

## B. EXISTING UTILITIES

1. The locations of all existing underground piping, structures and utilities have been taken from information received from the respective owner. The locations are shown without express or implied representation, assurance, or guarantee that they are complete or correct or that they represent a true picture of underground piping to be encountered.
2. The Contractor shall, at all times in performance of the Work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of existing public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services; and shall cooperate fully with the owners thereof to that end.
3. Pipelines shall be located substantially as indicated on the Drawings, but the Owner/Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. When the location of piping is dimensioned on the Drawings, it shall be installed in that location; when the location of piping is shown on a scaled drawing, without dimensions, the piping shall be installed in the scaled location unless the Owner/Engineer approves an alternate location for the piping. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required. The Owner may require detailed pipe laying drawings and schedules for project control.
4. The Contractor shall exercise care in any excavation to locate all existing piping and utilities. All utilities that do not interfere with the completed Work shall be carefully protected against damage. Any existing utilities damaged in any way

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

by the Contractor shall be restored or replaced by the Contractor at his expense as directed by the Owner/Engineer. Only the owner of the respective utility shall perform work on any existing facilities that require repairs.

5. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the proximity of excavation, be temporarily stayed and/or shored in position while Work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

#### C. NOTICES

1. All governmental utility departments and other owners of public utilities which may be affected by the Work will be informed in writing by the Contractor within two weeks after the execution of the Contract or Contracts covering the Work. Such notice will be sent out in general, and directed to the attention of the governmental utility departments and other owners of public utilities for such installations and structures as may be affected by the Work.
2. The Contractor shall also comply with Florida Statute 553.851 regarding notification of existing gas and oil pipeline company owners. Evidence of such notice shall be furnished to the Owner within two weeks after the execution of the Contract.
3. It shall be the Contractor's responsibility to contact utility companies at least 48 hours in advance of breaking ground in any area or on any unit of the Work so maintenance personnel can locate and protect facilities, if required by the utility company.
4. The Contractor shall, prior to interrupting a utility service (water, sewer, etc.) for the purpose of making cut-ins to the existing lines or for any other purposes, contact the utility owner and make arrangements for the interruption that will be satisfactory to the utility owner. Arrangements shall be considered to include the notice of utility service interruption to all business and residential users located within the affected area. Notice details shall be considered to include utility service to be interrupted (water, sewer, etc.) and time/date/proposed duration of utility service interruption. Notice for potable water system interruption shall be considered to include boil water information.

#### D. EXPLORATORY EXCAVATIONS

1. Exploratory excavations shall be performed in advance of all roadway and utility construction to be performed by the Contractor under this Contract as follows:

- a. Contractor shall perform all exploratory excavations and make all necessary contacts and communications as is required pursuant to the Florida Sunshine Law.
  - b. Exploratory excavations shall be conducted by the Contractor for the purpose of locating underground pipelines, conduits, cables or structures in advance of the construction. Test pits shall be excavated in areas of potential conflicts between existing and proposed facilities and at piping connections to existing facilities a minimum of 48 hours or 1000 feet in advance of Work. If there is a potential conflict, the Contractor is to notify the Owner immediately in writing. Information on the obstruction to be furnished by the Contractor shall include: Location, Elevation, Utility Type, Material and Size. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Owner.
2. The Owner shall have forty-eight (48) hours to determine the resolution of any unknown or unforeseen conflict discovered during exploratory excavations along the route of the work after receipt of written notice of conflict from the Contractor. No Contractor claims for additional compensation or extension of Contract Time shall be allowed for this period of time.

#### E. UTILITY CROSSINGS

It is intended that wherever existing utilities must be crossed, deflection of the pipe within specified limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the Drawings. However, when in the opinion of the Owner/Engineer this procedure is not feasible, he may direct the use of fittings for a utility crossing or conflict transition as detailed on the Drawings.

#### F. RELOCATIONS

1. Relocations shown on the Drawings - Public utility installations or structures, including but not limited to light poles, signs, fences, piping, conduits and drains that interfere with the positioning of the Work which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as part of the general cost of doing the Work and shall be included in the prices bid for the various contract items. No separate payment shall be made therefore.
2. Relocations not shown on the Drawings
  - a. Where public utility installations or structures are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Owner/Engineer, removal,

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

relocation, replacement or rebuilding is necessary to complete the Work under this contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Owner/Engineer, for the Contractor to accomplish.

- b. If such Work is accomplished by the utility having jurisdiction, it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If the Contractor accomplishes such Work, it will be paid for as a Change Order.
3. All existing utility castings, including valve boxes, junction boxes, manholes, hand holes, pull boxes, inlets and similar structures in the areas of construction that are to remain in service and in areas of trench restoration and pavement replacement, shall be adjusted by the Contractor to bring them flush with the surface of the finished Work.
4. All existing utility systems which conflict with the construction of the Work herein that can be temporarily removed and replaced shall be accomplished at the expense of the Contractor. Work shall be done by the utility unless the utility approves in writing that the Work may be done by the Contractor.

## 1.07 RELATED CONSTRUCTION REQUIREMENTS

### A. TRAFFIC MAINTENANCE

1. Maintain public highway traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of Work. Work shall also include construction and maintenance of any necessary detour facilities; furnishing, installing and maintaining of traffic control and safety devices during construction, control of dust, or any other special requirements for safe and expeditious movement of vehicular and pedestrian traffic.
2. The Contractor shall prepare a Traffic Control Plan prior to commencing any Work on the site. The Traffic Control Plan shall detail procedures and protective measures for protection and control of traffic affected by the Work.
3. Before closing any thoroughfare, the Contractor shall give written notice to and, if necessary, obtain a permit or permits from the duly constituted public authority having jurisdiction over the thoroughfare. Notice shall be given no less than 72 hours in advance of the time when it may be necessary in the process of construction to close such thoroughfare, or as may be otherwise provided in the approved Traffic Control Plan.

4. The Contractor shall sequence and plan construction operations and shall generally conduct his Work in such a manner as not to unduly or unnecessarily restrict or impede existing normal traffic through the streets of the local community.
5. Insofar as it is practicable, excavated material and spoil banks shall not be located in such a manner as to obstruct traffic. The traveled way of all streets, roads and alleys shall be kept clear and unobstructed insofar as is possible and shall not be used for the storage of construction materials, equipment, supplies, or excavated earth, except when and where necessary.
6. If required by duly constituted public authority, the Contractor shall, at his own expense, construct bridges or other temporary crossing structures over trenches so as not to unduly restrict traffic. Such structures shall be of adequate strength and proper construction and shall be maintained by the Contractor in such a manner as not to constitute an undue traffic hazard. Private driveways shall not be closed except when and where necessary, and then only upon due advance notice to the Owner/Engineer and for the shortest practicable period of time consistent with efficient and expeditious construction. The Contractor shall be liable for any damages to persons or property resulting from his work.
7. The Contractor shall make provisions at all "open cut" street crossings to allow a minimum of one lane to be open for vehicular traffic at all times. Lane closing shall be as permitted by the local governing authority and shall be repaired to a smooth, safe driving surface immediately following the installation of pipe or conduit. Flag men shall be required, in addition to barricades, signs and other protective devices at all lane closings.
8. The Contractor shall make provisions at cross streets for the free passage of vehicles and pedestrians, either by bridging or otherwise, and shall not obstruct the sidewalks, gutters, or streets, nor prevent in any manner the flow of water in the latter, but shall use all proper and necessary means to permit the free passage of surface water along the gutters.
9. The Contractor shall immediately cart away all offensive matter, exercising such precaution as may be directed by the Owner/Engineer. All material excavated shall be so disposed of as to inconvenience the public and adjacent tenants as little as possible and to prevent injury to trees, sidewalks, fences and adjacent property of all kinds.

#### B. BARRIER AND LIGHTS

The Contractor shall exercise extreme care in the conduct of the Work to protect health and safety of the workmen and the public. The Contractor shall provide all protective measures and devices necessary, in conformance with applicable local,

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

state and federal regulations regarding their need and use. Protective measures shall include but are not limited to barricades, warning lights/flashers and safety ropes.

#### C. DEWATERING, FLOTATION

The Contractor, with his own equipment, shall do all pumping necessary to dewater any part of the Work area during construction operations to insure dry working conditions. The Contractor shall be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the groundwater or floods and before the structure is put into operation. The proposed final structures have been designed against buoyancy; however, the Contractor may employ methods, means and techniques during the various stages of construction (or other conditions) which may affect the buoyancy of structures. Should there be any possibility of buoyancy of a structure, the Contractor shall take the necessary steps to prevent its buoyancy either by increasing the structure's weight, by filling it with approved material or other acceptable methods. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the Contractor's expense.

#### D. DUST, NOISE AND EROSION CONTROL

1. The Contractor shall prevent dust nuisance from his operations or from traffic by the use of water and deliquescent salts. Water and deliquescent salts application shall be consistent with Section 102-5 of the Standard Specifications for Road and Bridge Construction 2004 Edition.
2. Noise suppression:
  - a. The Contractor shall eliminate noise to as great an extent as practical at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control (See City Noise Ordinance).
  - b. Sound levels measured by the Owner's personnel shall not exceed 45 dBA after 8 p.m. or 55 dBA 8 a.m. to 8 p.m. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence or building. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to these levels. Work stoppage by the Owner for excessive noise shall not relieve the Contractor of other contractual responsibilities stipulated in the Contract Documents including, but not limited to Contract Price and time.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005



### 3. Erosion and Water Pollution Control

The Contractor shall prepare and provide the Owner with a plan for the prevention, control and abatement of erosion and water pollution. The Contractor shall provide erosion and water pollution control in accordance with the Contract Plans and Specifications, FDOT Index 100, 102, 103 and 104, Standard Specifications for Road and Bridge Construction 2004 Edition, Section 104, and all permit requirements. The Contractor is responsible for meeting appropriate federal, state, and local regulations and water quality standards, such as turbidity.

## E. CONSTRUCTION ENGINEERING AND LAYOUT

### 1. Professional Engineer

The Contractor shall provide the services of a Registered Professional Engineer currently licensed in the State of Florida for the following specific services as applicable to the Work:

- a. Inspections, testing, witnessing requiring a licensed professional engineer;
- b. Design of temporary shoring, bridging, scaffolding or other temporary construction;
- c. Other requirements as specified herein.

### 2. Laying Out the Work

- a. Prior to commencement of construction the Contractor's Engineer will have established vertical and horizontal controls throughout the site which the Contractor shall use in laying out the work. The Contractor shall maintain centerline of construction and right-of-way lines at all times, even during the utility relocation periods. The Contractor shall erect and maintain white/black standard FDOT station markers every 100 feet throughout contract duration. The Contractor shall be responsible for protecting the controls in the field and establishing all lines and grades, together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida.
- b. The Contractor shall provide all labor and instruments and stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The lines and grades shall be subject to any checking the Owner or Engineer may decide necessary.

- c. The Contractor shall employ only competent personnel and utilize only suitable equipment in performing layout work. He shall not engage the services of any person or persons in the employ of the Owner for performance of layout work.
- d. Adequate field notes and records shall be kept as layout work is accomplished. These field notes and records shall be available for review by the Owner as the work progresses and copies shall be furnished to the Owner at the time of completion of the project.
- e. Any inspection or checking of the Contractor's field notes or layout work by the Owner/Engineer 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 and specifications.
- f. Prior to final acceptance of the project, the Contractor shall mark in a permanent manner on the surface of the completed work all horizontal control points originally furnished by the Owner.
- g. No separate cost item is provided for laying out of the work, the cost of which shall be included in the unit prices for items in the Proposal.

### 3. Record Drawings

During the entire construction operation, the Contractor shall maintain records of all deviations from the Drawings and Specifications and shall prepare therefrom "Record Drawings" showing correctly and accurately all changes and deviations from the work, made during construction to reflect the work as it was actually constructed. The following are required to be shown on project Record Drawings:

- a. Roadway Site Perimeter - Sufficient spot elevations to show as-built topography.
- b. Driveway Areas - Sufficient spot elevations to show drainage and slopes.
- c. Right-of-Way Swale/Drainage - All culvert inverts; swale flow-line grades; beginning and end bottom elevations; highs and lows along top of bank; and size of swale.
- d. Underdrains/Pipe Culvert/PVC Sleeves - All inverts, inlet grate and bottom elevations, and sizes.
- e. Outfalls - All pipe inverts, weir box elevations, weir elevation, and sizes.

- f. Roadway/Off Site Drainage - All inverts; manhole top elevation; grate top elevations all storm and sanitary, if applicable.
- g. Roadway
  - 1) Pavement width; curb width; shoulder width; sidewalk and bike path widths, every 100 feet.
  - 2) Elevations; sidewalk; bike path; top and bottom of curb; edge of pavement; and centerline of road, every 100 feet.
  - 3) Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure and elevations for all control points.
  - 4) Stations and offsets, all structures (including power poles, etc.)
- h. Utility Work

The Contractor shall retain the services of a registered land surveyor licensed in the State of Florida for the following specific services as applicable to Utility Work:

- 1) Prepare a certified survey of the actually constructed facilities based on information concurrent with the construction progress. This site survey is herein referred to as "Record Drawings". The Record Drawings shall be prepared at the same scale as the Contract Drawings on reproducible mylar sheet. Where the Contract Drawings are at various scales, the Project Record Drawings shall be at the scale which shows the greatest detail. The Project Record Drawings shall indicate the actual locations of all building corners, structures and elevation and stationing (min 100 ft. stationing) of all piping, fittings, valves, conduits, existing utilities and all other above and below ground improvements constructed under this contract.
- 2) Submittals
  - i. Certificate signed by a Registered Surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.
  - ii. Certified drawings showing locations of all structures, piping conduits and other improvements conforming to the Section 3.01.05 of the City's Engineering Standards Manual. These

drawings are referenced as the Record Drawings and shall be included with the Project Record Documents.

- iii. Documentation to verify accuracy of field engineering work when requested by the Owner/Engineer.
- i. The Contractor shall provide Record Drawings as to format and number of copies as follows:
  - 1 - signed and sealed set of mylars
  - 6 - signed and sealed bluelines
  - 1 - disk, AutoCAD (most recent edition)

#### F. LINES AND GRADES

- 1. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Owner/Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
- 2. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the project control points set by the Owner/Engineer, and shall be solely responsible for the accuracy thereof.
- 3. Water main and force main shall have a minimum of 36 inches of cover over the top of the pipe. Cover shall vary to provide long uniform gradient or slope to pipe to minimize air pockets and air release valves. The stationing shown on the Drawings for air and vacuum release valve assemblies are approximate and the Contractor shall field adjust these locations to locate these valves at the highest point in the pipeline installed. The Owner/Engineer must approve all locations.
- 4. To insure a uniform gradient for gravity pipe and pressure pipe, all lines shall be installed using the following control techniques as a minimum:
  - a. gravity lines: continuous control, using laser beam technology.
  - b. pressure lines; control stakes set at 50 ft intervals using surveyors level instrument.

## G. TEMPORARY CONSTRUCTION

1. Temporary fences: If, during the course of the Work, it is necessary to remove or disturb any fencing, the Contractor shall, at his own expense, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced. The Owner will be solely responsible for the determination of the necessity for providing a temporary fence and the type of temporary fence to be used.
2. Responsibility for Temporary Structures: In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the Owner from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

## H. TEMPORARY FACILITIES

1. Contractor shall furnish, install and maintain temporary facilities required for construction, and shall remove them upon completion of the Work. All facilities shall comply with the respective federal, state and local codes and regulations and with utility company requirements.
2. Materials for temporary facilities may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
3. Temporary Utilities
  - a. Temporary Electricity and Lighting: The Contractor shall make all arrangements with the local utility company, provide service required for power and lighting, install circuit and branch wiring, install distribution boxes located so that power and lighting is available at field office site throughout the construction period, and provide adequate artificial lighting for all areas of work when natural light is not adequate for work and for areas accessible to the public.
  - b. Temporary Heat and Ventilation
    - 1) The Contractor shall provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate the progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to

temperature or humidity. Portable heaters shall be standard U.L. approved units complete with controls.

- 2) The Contractor shall provide adequate force ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.
- c. Temporary Telephone Service: The Contractor shall make all arrangements with the local and long distance telephone service companies and provide direct line telephone services at the construction site for the use of personnel.
  - d. Temporary Water
    - 1) The Contractor shall provide water for construction and testing purposes, shall install branch piping with taps located so that water is available throughout the construction by the use of hoses, and shall protect piping and fittings against freezing as applicable to the work site.
    - 2) The Contractor may use the existing water supply systems for testing, flushing, and construction water only at the direction of the Owner/owner. The Contractor shall pay for all water used in performing the above functions in accordance with the Owner's/Owner's established water rate schedules. The Contractor shall install at each and every connection to a public water supply a backflow preventer and all other appurtenances required by the Owner/Owner, codes and regulations. Contractor shall be required to meter all water used.
  - e. Temporary Sanitary Facilities: The Contractor shall provide sanitary facilities in compliance with laws and regulations.
  - f. Payment for Utilities: The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light, gas energy, water and sanitary service, and telephone service required for the construction and testing of the Work under this Contract during its entire progress. He shall provide and pay for all temporary piping, valves, wiring, switches, connections, and meters. All telephone charges shall be paid by the Contractor; including long distance calls.

#### 4. Temporary Offices and Buildings



- a. Furnish, install and maintain the following offices or buildings for the Owner/Engineer and the Contractor during the entire construction period:
  - 1) Contractor's field office
  - 2) Owner/Engineer's field office
  - 3) Storage or work sheds for construction
- b. Make arrangements to provide a suitable location for all temporary structures, buildings or storage sheds. During the preconstruction meeting, submit for approval a sketch of each temporary building and shed and a location map within the project site indicating building/shed layout, temporary drainage and utilities, access, and parking.
- c. Construction: At Contractor's option, portable or mobile buildings may be used, but must be structurally sound, weather tight, with floors raised above-ground and appropriately insulated for occupancy and storage requirements. Mobile buildings, when used, must be provided with steps and landings at the entrance door and hurricane tie-downs.
- d. Prohibited Use:
  - 1) Permanent facilities shall not be used for field office or for storage.
  - 2) Temporary or permanent facilities shall not be used for living quarters.
- e. Contractor's Office and Facilities

The Contractor shall provide and maintain an office on the project site with telephone (including facsimile), utilities (with water supply) and facilities where he or a responsible representative of his organization may be reached at any time while work is in progress. Such office shall be within the immediate area of the project site.
- f. Owner/Engineer's Field Office: (Provide at site within 15 days after Notice to Proceed).
  - 1) The Contractor shall make all provisions and pay all installations and other costs for the Owner/Engineer's construction office including telephone service, power service, exterior lights and any dry type photocopy machine. The Contractor shall pay all monthly charges for the various services provided for the Owner/Engineer's office throughout the construction period.
- g. Maintenance and Cleaning

- 1) Furnish, replace, and replenish light bulbs, fluorescent tubes, toilet paper, paper towels, soap, bottled water, and other things required to maintain offices in a clean condition.
- 2) Wash floor and clean washroom fixtures at least once each week. Wash windows when needed or when requested by Owner/Engineer. Sweep floor and dust furnishings daily.
- 3) Maintain office in first class condition for the duration of the project and for 30 days after final completion.

h. Removal

- 1) Remove temporary field offices, contents, and services at a time when no longer needed.
- 2) Remove foundations and debris; grade site to required elevations and clean the areas.

5. First Aid Station: The Contractor shall keep on the site, at each location where Work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times.

I. CONSTRUCTION PHOTOGRAPHS

Pre-construction Documentation: The Contractor shall engage the services of a professional videographer to record pre-construction conditions no more than 45 days and no less than five days prior to construction. The videographer shall be a commercially known firm skilled and regularly engaged in the business of continuous pre-construction color audio-visual tape documentation. The videographer shall not be an employee of the Contractor or in any way associated with the Contractor. No construction shall begin prior to the review and approval of the respective videotapes by the Owner and Engineer. All videotapes and written records shall become the property of the Owner.

1. Video Recording

- a. Type: E.I.A. standard video with minimum horizontal resolution of 525 lines, 60 fields.
- b. Screen Display: time of day, month, day and year.
- c. Coverage: record all existing surface features located within the area affected by construction and at least 5 feet outside the construction area. Recording shall feature existing improvements (i.e. sidewalk, driveway, etc.) and vegetation and existence of any faults, defects or fractures thereto.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

- d. Each video tape shall be permanently labeled and provided with a log of the video's content indexed by Video Unit Counter Numbers with corresponding subject data (street name, direction, engineering station numbers and date).
- e. Recording shall be performed on bright sunny days using a stable continuity of coverage at a rate not exceeding five miles per hour, with camera not mounted more than 10 feet above ground.

2. Audio Recording

- a. Single voice narrative recording corresponding and simultaneous with the video recording.
- b. Provide commentary to assist viewer orientation; street name, side, direction of travel, house addresses, engineering station numbers.
- c. Commentary shall include description of any faults, defects, fractures, etc. of all existing surface improvements.

3. Monthly Progress Photographs: The Contractor shall employ a competent photographer regularly engaged in the business to take construction record photographs periodically during the course of the Work.

- a. Prints: date imprinted 8-inch x 10-inch (203mm x 254mm) high resolution glossy single weight color print paper; five (5) sets to be provided to the Owner with each respective Application for payment and distributed by the Owner as follows:

- |                     |                                                                                             |
|---------------------|---------------------------------------------------------------------------------------------|
| 1) Owner (2 sets)   | 3) Contractor (1 set)                                                                       |
| 2) Engineer (1 set) | 4) Project Record Data (1 set) stored by Contractor to be furnished to Owner upon Closeout. |

- b. Required Photographs and Views: Provide color aerial photograph of project from beginning Station to ending Station.

- c. Required Photographs and Views: Provide minimum three (3) views each at the following locations for pipelines:

- |                                  |                                         |
|----------------------------------|-----------------------------------------|
| 1) Utility conflicts/relocations | 5) Typical valve installation           |
| 2) Exploratory excavations       | 6) Typical air release                  |
| 3) Boring and jacking            | 7) Typical hydrant assembly             |
| 4) Stream or canal crossing      | 8) Pipeline laying prior to backfilling |

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

- d. Negatives: Shall be maintained by the photographer for two (2) years after final completion and then shall convey the negative to the Owner. Digital Photographs may be substituted upon prior approval by the Owner.
- e. Photo Identification (data permanently printed on back)
  - 1) Name of project
  - 2) Description of view
  - 3) Orientation of view exposure
  - 4) Date and time
  - 5) Name and address of photographer
  - 6) Film numbered identification of exposure

## J. CLEANING

### 1. During Construction

- a. During construction of the Work, the Contractor shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Owner, such material, debris, or rubbish constitutes a nuisance or is objectionable.
- b. Provide on-site containers for the collection of waste materials, debris and rubbish and remove such from the site periodically by disposal at a legal disposal area away from the site.
- c. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces. Use only those cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.
- d. The Contractor shall remove from the site all surplus materials and temporary structures when no longer necessary to the Work at the direction of the Owner.

### 2. Final Cleaning

- a. At the conclusion of the Work, all equipment, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances. Employ skilled workmen for final cleaning. Thoroughly clean all installed equipment and materials to a bright, clean,

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

polished and new appearing condition. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

- b. The Work shall be left in a condition as shown on the Drawings and the remainder of the site shall be restored to a condition equal or better than what existed before the Work.
- c. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of interior and exterior surfaces, and all work areas to verify that the entire Work is clean. The Owner will determine if the final cleaning is acceptable.

#### K. PROJECT SIGNS

Two project signs shall be furnished and installed on the project site by the Contractor at locations determined by the Owner. The Contractor may be required to relocate these identifying project signs during the progress of the Work. Each sign shall be approximately 4 x 4 feet in size, and shall contain the project name, construction cost and names of the Owner or governing council, Engineer and Contractor. Wood shall be pressure treated and fasteners galvanized.

#### L. DAILY REPORTS

- 1. The Contractor shall submit to the Owner's Representative Daily Reports of Construction activities including non-workdays. The reports shall be complete in detail and shall include the following information:
  - a. Days from Notice to Proceed; Days remaining to Substantial and Final Completion;
  - b. Weather information;
  - c. Work activities with reference to the BCM schedule activity numbers (including manpower, equipment and daily production quantities for each individual activity);
  - d. Major deliveries;
  - e. Visitors to site;
  - f. Test records;
  - g. New problems, and;
  - h. Other pertinent information.
- 2. A similar report shall be submitted for/by each Subcontractor.

3. The report(s) shall be submitted to the Resident Project Representative within two (2) days of the respective report date. The CONTRACTOR's Superintendent or Project Manager shall sign each report.

If a report is incomplete, in error, or contains misinformation, the Resident Project Representative shall return a copy of the report to the CONTRACTOR's Superintendent or Project Manager with corrections noted. When chronic errors or omissions occur, the CONTRACTOR shall correct the procedures by which the reports are produced.

4. Refer to Daily Reports – Division 0 for additional information.

## 1.08 CONSTRUCTION NOT PERMITTED

### A. USE OF EXPLOSIVES

1. No blasting shall be done except upon approval by the Owner and the governmental agency or political subdivision having jurisdiction. When the use of explosives is approved by the Owner as necessary for the execution of the Work, the Contractor shall use the utmost care so as not to endanger life or property, and assume responsibility for any such damage resulting from his blasting operations, and whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly, "DANGEROUS EXPLOSIVES" and shall be in care of competent watchmen. All permits required for the use of explosives shall be obtained by the Contractor at his expense. All requirements of the governmental agency issuing permit shall be observed.

### B. BURNING

1. Do not burn combustible materials. Remove all cleared material from the Work site and dispose of in accordance with all local laws, codes, and ordinances. At the contractor's option, chipping operations may be substituted when the tree species, and soundness is appropriate for such use.

## 1.09 PROJECT MEETINGS

### A. GENERAL

1. The Contractor shall attend all meetings to ascertain that work is expedited consistent with the Contract Documents and construction schedules.
2. Representatives of the Owner, Engineer, Contractor, subcontractors, suppliers and utility owners attending meeting shall be qualified and authorized to act on behalf of the entity each represents.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005



3. The Owner will schedule and administer the pre-construction meeting, periodic progress meetings, and specially called meetings throughout the progress of the work (i.e., prepare agenda for meetings, make physical arrangements for meetings and, preside at meetings, prepare meeting minutes). A copy of the minutes of each progress meeting will be available at the next scheduled meeting.
4. Contractor shall record the Pre-construction Meeting and each progress meeting in their entirety, and shall provide the Owner a regular cassette copy of such recording, having good quality and clarity.

#### B. PRE-CONSTRUCTION MEETING

1. A pre-construction meeting shall be held no later than twenty (20) days after date of Notice of Award and before the effective date of Notice to Proceed at a central site, convenient for all parties, designated by the Owner.
2. Attendance:
 

|                                            |                                 |
|--------------------------------------------|---------------------------------|
| a. Owner's Resident Project Representative | e. Major subcontractors         |
| b. Other Owner Representatives             | f. Major suppliers              |
| c. Engineer and other consultants          | g. Utility(ies) Representatives |
| d. Contractor and his superintendent       | h. Others as appropriate        |
3. Suggested Agenda: This meeting is intended to introduce the various key personnel from each organization and to discuss the requirements of the Contract Documents as to how they specifically pertain to this Project and Work. The Owner will prepare a "Pre-construction Booklet" for this meeting outlining specific construction administration procedures, general construction requirements and other special considerations. The Contractor shall provide information as requested by the Owner in the development of the Pre-construction Booklet.

#### C. PROGRESS MEETINGS

1. Progress meetings will be held every seven (7) days or less with the first meeting thirty (30) days after the Pre-construction Meeting or seven (7) days or less after the effective date of Notice to Proceed.
2. Progress meeting dates and time shall be scheduled at the Pre-construction Meeting for the entire duration of the Work on a weekly calendar basis. All progress meetings shall be held at the project field office of Owner.
3. Attendance:

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

- a. Owner's Resident Project Representative agenda
  - b. Other Owner Representatives agenda
  - c. Engineer/prof. Consultants, as needed
  - d. Contractor
  - e. Subcontractors as appropriate to agenda
  - f. Suppliers as appropriate to the agenda
  - g. Utility Representatives
  - h. Others as appropriate
4. Suggested Agenda: A general agenda for Progress Meetings will be provided to the Contractor at the Pre-construction Meeting.
  5. The Contractor shall study previous meeting minutes and current agenda items in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of the Work, etc.
  6. The Contractor is to provide a current shop drawing log at each progress meeting, as well as evidence of the completion of Project Record Drawings concurrent with Work progress.
  7. The Contractor is to provide an updated Work Plan at each progress meeting.

#### 1.10 WORK SCHEDULES

##### A. INITIAL WORK SCHEDULE AND WRITTEN NARRATIVE:

Within 21 calendar days after contract award or at the Pre-construction Conference, whichever is earlier, submit to the Owner an Initial Work Schedule for the project.

Submit three (3) copies of an Initial Work Schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Owner can readily identify the work and measure the progress on of each activity. Show each activity with early start and early finish dates and late start and late finish dates, activity float and total float, a duration, and a monetary value. Include activities for procurement, fabrication and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the schedule any utility adjustment schedules included in the Contract Documents unless the utility company, the Contractor and the Owner

mutually agree to changes to the utility schedules shown in the Contract. Include all utility relocation periods given in the Contract Documents at durations shown and pursuant to referenced construction sequence provided (reference General Requirements Section 01001-1.15).

Submit a Written Narrative with the Initial Work Schedule, consisting of a concise written description of the construction plan which shall include the following:

1. Describe work to be performed per construction phase;
2. Describe work to be performed within each pay item including the type and quantity of equipment, and material to be used and subcontractor information if applicable;
3. Describe planned production rates by pay item quantities (e.g., cubic yards of excavation per day/week);
4. Describe planned workdays per week and number of hours per day.
5. Describe scheduled holidays as established by the Contract Supplementary Conditions.

The Owner will return inadequate schedules and narratives to the Contractor for correction. Resubmit a corrected Initial Work Schedule and Written Narrative within 15 calendar days from the date of the Owner's return transmittal. When approved, the Owner will use this initial schedule and narrative as the baseline against which to measure the progress of the Work.

If the Contractor fails to finalize the Initial Work Schedule and Written Narrative in the time specified, the Owner will withhold all Contract payments until the Owner approves the schedule and narrative.

Owner shall not be liable to the Contractor for any loss damage, cost or expense arising out of or resulting from delay, interference, interruption, or acceleration of Contractor's Work by any of the activities of the Utility Owners.

#### B. UPDATE WORK PROGRESS SCHEDULE

Updated Work Progress Schedules and requested Updated Written Narratives shall meet all the detail and informational requirements of the Initial Work Schedule and Written Narrative.

Submit three (3) copies of an updated Work Progress Schedule with each month's Application for Payment or when:

1. A delay occurs in the completion of a controlling work activity.
2. A delay occurs which causes a change in a controlling work activity.
3. The actual prosecution of the work is different from that represented on the current work progress schedule.
4. There is an addition, deletion, or revision of activities required by a contract modification.

Submit an updated Written Narrative only when the Owner makes written request for same. Furnish updated Written Narrative with the next month's Application for Payment dated after Owners written request.

The Owner will return inadequate updated schedules and requested updated narratives to the Contractor for correction. Resubmit a corrected Updated Work Progress Schedule and requested Updated Written Narrative within 15 calendar days from the date of the Owner's return transmittal. When approved, the Owner will use this updated schedule and requested updated narrative as the baseline against which to measure the progress of the Work.

If the Contractor fails to finalize an updated schedule and requested updated narrative in the time specified, the Owner will withhold all Contract payments until the Owner approves the updated schedule and requested updated narrative.

#### C. WORK PLAN

The Contractor shall submit to the Owner a weekly work plan on the required form (FDOT Form 700-010-15, Construction 07/94) identifying controlling work items expected to be underway during the upcoming weekly period.

##### 1. Objective and Definition

The objective of the work plan shall be to identify those major controlling work items which if not worked on during the planned period, would delay project completion as set by the Contractor's approved Work Progress Schedule(s). Critical activities as detailed in the Contractor's approved Work Progress Schedule(s) are considered controlling items of work. Approval of the work plan is by the Owner.

##### 2. Responsibility

The Contractor shall be responsible for identifying and executing work items necessary to insure project completion according to the work schedule. The Contractor will insure the work proposed complies with all sequencing or other requirements established in the contract special provisions, plans or the standard specifications.

3. Work Plan Meeting

The Contractor's work plan identifying controlling work items expected to be underway during the upcoming weekly period shall be submitted at and discussed during scheduled weekly construction progress meetings.

D. ANTICIPATED UNFAVORABLE WEATHER DAYS

The CONTRACTOR expressly acknowledges that unfavorable working conditions will exist at the site of the Work as a result of normal local weather. The anticipated number of unfavorable weather days per respective month are as follows:

| ANTICIPATED UNFAVORABLE WEATHER DAYS |                                         |           |                                         |
|--------------------------------------|-----------------------------------------|-----------|-----------------------------------------|
| Month                                | Normal Local Bad Weather Days Per Month | Month     | Normal Local Bad Weather Days Per Month |
| January                              | 2                                       | July      | 6                                       |
| February                             | 3                                       | August    | 6                                       |
| March                                | 3                                       | September | 5                                       |
| April                                | 2                                       | October   | 3                                       |
| May                                  | 3                                       | November  | 2                                       |
| June                                 | 5                                       | December  | 2                                       |

Contract "Unfavorable Weather Days" shall be determined from the above "Anticipated Unfavorable Weather Days" table and shall be counted from the effective date of Contract Notice to Proceed through the date of Contract Final Completion. To-be-anticipated unfavorable weather days shall be prorated through partial months and shall be rounded up or down as per standard practice (i.e., 0.1 through 0.4 days shall be rounded down to the next whole number and 0.5 through 0.9 shall be rounded up to the next whole number).

Conversion of calendar days to workdays shall be as follows:

1. To convert calendar days to workdays for a six (6) day workweek, divide calendar days by 1.17.
2. To convert calendar days to workdays for a five (5) day workweek, divide calendar days by 1.40.

The established Contract Time(s) includes an allowance for delays caused by the effects of unfavorable working conditions as a result of normal local weather.

An anticipated unfavorable weather day is defined as follows:

1. The CONTRACTOR being unable to work at least 50% of the normal work day on pre-determined controlling work items due to adverse weather conditions; or
2. The CONTRACTOR must make major repairs to work damaged by weather, provided that the damage is not attributable to the CONTRACTOR's failure to perform or neglect; and provided that the CONTRACTOR was unable to work at least 50% of the normal work day on pre-determined controlling work items.

The CONTRACTOR shall take reasonable precautions to mitigate the impact of such unfavorable weather conditions and shall diligently attempt to perform the Work.

#### E. UNFAVORABLE WEATHER ALLOWANCE

Local weather conditions shall be considered in the planning and scheduling of the Work to ensure the completion of the Work within the Contract Time(s) provided. No time extension(s) will be granted for the Contractor's failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.

The total expected loss of working days stipulated in 01001.1.10.D of the Contract General Requirements shall be included in a separate identifiable controlling work activity labeled "Unfavorable Weather Days Allowance" to be included in the project schedule prior to the required Substantial Completion Date. When unfavorable weather days are experienced, and are approved as such by the Owner, the Contractor shall either:

1. Increase the duration of the current controlling work activity(ies) by the number of unfavorable weather days experienced, or
2. Add a controlling work activity to the schedule to reflect the occurrence of the unfavorable weather day(s).

The duration of the unfavorable weather day allowance activity shall be reduced as weather days are experienced and included in the schedule. Any remaining unfavorable weather days in the unfavorable weather day allowance activity at the completion of the project shall be considered as float and shall not be for the exclusive use or benefit of either the Owner or Contractor.

#### F. RESTRICTED CONSTRUCTION AREAS - NOT APPLICABLE



## 1.11 SHOP DRAWINGS, WORKING DRAWINGS AND SAMPLES

### A. GENERAL

The Contractor shall submit to the Owner/Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples as specified in Specification Section 01340, in the Contract Drawings and as required pursuant with the FDOT Standard Specifications for Road and Bridge Construction 2004 and any supplements or revisions thereto.

### B. SHOP DRAWINGS AND SAMPLES

1. Contractor shall submit Shop Drawings to Owner/Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as Owner may require and in the number of copies specified in the General Requirements. The 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 Owner/Engineer the services, materials, and equipment Contractor proposes to provide and to enable Owner/Engineer to review the information for the limited purposes required by paragraph 6.17.E. of the Contract General Conditions. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as Owner/Engineer may require to enable Owner/Engineer to review the submittal for the limited purposes required by paragraph 6.17.E. of the Contract General Conditions. The numbers of each Sample to be submitted will be as specified in these specifications, in the Contract Drawings and or as required pursuant with the FDOT Standard Specifications for Road and Bridge Construction 2004 and any supplements or revisions thereto.
2. Contractor shall also submit Samples to Owner/Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as Owner/Engineer may require to enable Owner/Engineer to review the submittal for the limited purposes required by paragraph 6.17.E of the Contract General Conditions. The numbers of each Sample to be submitted will be as specified in the Specifications, in the Contract Drawings and or as required pursuant with the FDOT Standard Specifications for Road and Bridge Construction 2004 and any supplements or revisions thereto.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to Owner/Engineer as required by paragraph 2.07 of the Contract General Conditions, no related Work shall be performed prior to Owner/Engineer's

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

review and approval of the pertinent submittal.

#### C. WORKING DRAWINGS

Working Drawings are defined as the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, groundwater control systems, forming and false work for underpinning, and for such other work as may be required for construction but does not become an integral permanent part of the Project. The Contractor shall provide the following with respect to Working Drawings:

1. Working Drawings shall be submitted to the Owner/Engineer where required by the Contract Documents, requested by the Owner/Engineer or as required pursuant with the FDOT Standard Specifications for Road and Bridge Construction 2004 and any supplements or revisions thereto, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Owner/Engineer) in advance of their being required for the work.
2. Working Drawings shall be prepared, signed and sealed by a registered professional engineer currently licensed to practice in the State of Florida. Working Drawing submittals are required to verify compliance with this provision. The Owner/Engineer will not check designs prepared by the Contractor's professional engineer. The Contractor and the Contractor's engineer assume all risks of error; the Owner/Engineer shall have no responsibility therefore.

#### D. SUBMITTAL PROCEDURES

1. Preliminary Shop Drawing Data: Within twenty-one (21) calendar days after the Contract Award or at the Pre-construction Conference, whichever is earlier, the Contractor shall submit to the Owner/Engineer a complete listing of manufacturers for all items for which shop drawings are to be submitted.
2. Shop Drawing Submittal Schedule: Within 30 days after the Pre-construction Conference or on the effective date of Notice to Proceed, whichever is earlier, the Contractor shall submit to the Owner/Engineer a complete schedule of shop drawing submittals fixing the respective dates for submission, the beginning of manufacture, testing, and installation of materials, supplies and equipment, noting those submittals critical to the progress schedule.
3. Submittal Log: An accurate updated log of submittals shall be provided by the Contractor for review by the Owner/Engineer at each scheduled progress meeting.
4. Before submitting each Shop Drawing or Sample, Contractor shall have

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

determined and verified:

- a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - b. 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 means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and
  - d. Contractor 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.
5. Each submittal shall bear a stamp and specific written indication that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal. Each respective shop drawing within a given submittal set shall bear original Contractor's stamp and signature.
  6. Submit to the Owner/Engineer all shop drawings, samples and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking, and appropriate action.
  7. Contractor shall submit a minimum of six (6) sets, plus additional sets as required by his subcontractors with a maximum of eight (8) sets, of each shop drawing submittal for review. The Owner will distribute shop drawings as follows for the indicated action taken:
    - a. One copy for Owner's file;
    - b. One copy for Engineer's file;
    - c. One copy for Sub-consultant's file (if any);
    - d. One copy for Owner's Resident Project Representative's file; and
    - e. All other remaining copies to Contractor (Note, Contractor shall distribute additional copies to subcontractors as required).
  8. All shop drawing submittals shall be accompanied with a transmittal letter (Form

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

00864 Shop Drawing Transmittal) providing the following information:

- a. Project Title and Contract Number;
  - b. Date;
  - c. Contractor's name and address;
  - d. The number of each shop drawing, project data, and sample submitted; and
  - e. Submittal Log Number conforming to respective FDOT or utility specification section numbers;
    - 1) Submit each respective FDOT or utility specification section separately;
    - 2) Identify each shop drawing item required under respective FDOT or utility specification section; and
    - 3) Identify resubmittals using respective FDOT or utility specification section followed by A (first resubmittal), B (second resubmittal), etc.
9. When reviewed by the Owner, each of the shop drawings will be identified as having received such review, being so stamped and dated. Shop drawings stamped "REJECTED" will be returned to the Contractor for correction and resubmittal with the required correction indicated on the shop drawing or listed on a "Shop Drawing Review Comment Sheet."
10. At the time of each submittal, Contractor shall give Owner specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to Owner/Engineer for review and approval of each such variation.

#### E. OWNER/ENGINEER'S REVIEW

1. Owner/Engineer will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to Owner/Engineer. Owner/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.

- a. Owner/Engineer will review and return shop drawing submittals within 30 calendar days of receipt.
2. Owner/Engineer's review of shop drawings, data, and samples submitted by the Contractor to interpret the work depicted on such submittal shall be for general conformance with the design concept and general compliance with the Contract Document requirements. The Owner/Engineer's review and approval, if any, constitutes a limited, conditional or qualified permission to use such materials, equipment or methods and does not constitute an approval of dimensions, quantities, details of the material, equipment, device or item submitted.
3. Owner/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.
4. Owner/Engineer's review and approval of Shop Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Owner/Engineer's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 of the Contract General Conditions and Owner/Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by Owner/Engineer relieve Contractor from responsibility for complying with the requirements of paragraph 6.17.D.1 of the Contract General Conditions.

#### F. RESUBMITTAL PROCEDURES

1. Contractor shall make corrections required by Owner/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 Owner/Engineer on previous submittals.
2. Contractor shall not begin any work covered by a shop drawing returned for correction until a revision or correction thereof has been reviewed, approved and returned to the Contractor by the Owner/Engineer. The Contractor shall be responsible for and bear all costs for damages that may result from the ordering of any material or from proceeding with any part of the work prior to the review and approval by the Owner/Engineer of the necessary shop drawings.
3. Resubmittals will be handled in the same manner as first submittals. On resubmittals, the Contractor shall direct specific attention on the transmittal and

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

on resubmitted shop drawings to revisions other than the corrections requested by the Owner/Engineer on previous submissions. The Contractor shall make any corrections required by the Owner/Engineer.

4. The Owner/Engineer will review a submittal/resubmittal a maximum of two (2) times after which the cost of review will be borne by the Contractor at the Owner/Engineer's standard hourly rate.

#### G. SAMPLES

The Contractor shall furnish, for the approval of the Owner/Engineer, samples required by the Contract Documents or requested by the Owner/Engineer.

1. Samples shall be delivered to the Owner/Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples.
2. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements. Materials or equipment for which samples are required shall not be used in work until approved by the Owner/Engineer. Materials and equipment incorporated in Work shall match the approved samples.
3. Approved samples not destroyed in testing shall be sent to the site of the Work. Approved samples of the hardware in good condition will be marked for identification and may be used in the Work. Samples that failed testing or were not approved will be returned to the Contractor at his expense, if so requested at the time of submission.

#### 1.12 PROJECT RECORD DOCUMENTS

- A. The Contractor shall maintain at the site, for the Owner, one record copy of the following to be submitted to the Owner for the Owner at Project Closeout. (Section 01720)

- |                                                          |                                                                                                           |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| 1. Conformed Drawings                                    | 6. Field Orders                                                                                           |
| 2. Conformed Specifications                              | 7. Contractor's Request for Additional Information                                                        |
| 3. Addenda                                               | 8. Approved Shop Drawings                                                                                 |
| 4. Change Orders and other modifications to the Contract | 9. Field Test Records                                                                                     |
| 5. Construction Progress Schedules                       | 10. Project Record Drawings certified by Professional Land Surveyor or registered in the State of Florida |

- B. Store Record Documents and samples in Contractor's field office apart from documents used for construction. Do not use record document for construction purposes. Label each document "PROJECT RECORD" in neat large printed letters. File documents and samples in accordance with FDOT/CSI/CSC format.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005



- C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

### 1.13 START-UP

#### A. GENERAL:

1. As soon as conditions permit, the Contractor shall furnish all labor, fuel, energy, lubrication, water, and all other materials, equipment, tools, and instruments necessary for the following acceptance tests (Start-up Check-Out and Demonstration and Testings). Prior to these acceptance tests, the Contractor shall conduct preliminary testing of equipment and, if the preliminary field test disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, then Contractor shall, prior to Start-up Demonstration and Testing, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the preliminary field tests as applicable.
  - a. Coordinate start-up activities with the Owner's operating personnel at the project site and with the Engineer prior to commencing system start-up.
  - b. Demonstrate to the Owner/Engineer that all temporary jumpers and/or bypasses have been removed and that all of the components are operating under their own controls as designed.

#### B. START-UP CHECK-OUT CERTIFICATION: (Potable and Reclaimed Mains)

Start-up of mains shall include the following steps:

##### Potable and Reclaimed Mains

Filling pipe.

Pressure testing pipe.

Flushing pipe.

Disinfection of pipe.

Flushing of chlorine solution from pipe.

Bacteriological test.

Submittal by Owner/Engineer of test results to FDEP.

FDEP's acceptance (Letter of Clearance).

Pipeline may be placed in service.

1. Water Supply: The Contractor shall obtain and pay for (by metered charges) an

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

adequate amount of water from the utility owner for filling, flushing and testing of mains.

2. Connection to Existing Mains: Contractor may physically connect water mains smaller than 10-inch prior to FDEP clearance only if the water main is connected to an isolation valve to keep the existing main separate from the proposed system until FDEP clearance is given. Contractor may physically connect 10-inch or larger water mains to existing water system prior to FDEP clearance; however, isolation valve must remain closed and only opened under the direct supervision of utility owner's personnel and solely for flushing purposes in an approved manner as specified herein.
3. Filling Pipe - Jumper Connection
  - a. Filling of all newly constructed water mains shall take place through a temporary jumper connection between an existing water main and the new main incorporating an approved construction water meter and an approved AWWA double check backflow prevention device. Contractor shall furnish and maintain the temporary jumper connection including the construction water meter and the backflow prevention device and be able to show documented proof that such devices have been tested and are in good working order at time of installation. (Reference Utility's Cross-Connection Control Manual for testing procedures.)
  - b. The point of meter installation shall have prior approval from the utility owner and may include but not necessarily be limited to; existing fire hydrants, existing blow offs, restrained valve at terminating end of existing water main or wet tap on existing water main. The Contractor shall notify the utility owner prior to flushing and/or filling to allow the utility owner to observe flushing and/or filling operation.
  - c. Jumper connection shall be 2 inches minimum in size. Piping material between originating point and the water meter shall be threaded brass, threaded galvanized steel pipe, or DR 9 poly.
  - d. Tie-in valve (main line) shall remain closed at all times except as described later in this section.
4. Pressure test: Pressure testing of pipe shall be in accordance with Divisions 2 and 15 of these Specifications. The Contractor shall submit certified copies of pressure test results using the prescribed form.
5. Flushing of Pipes
  - a. Flushing of pipes shall be in accordance with Divisions 2 and 15 of these

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

Specifications. The pressure in the existing water system shall be monitored during flushing and at no time should the pressure in the existing water system be allowed to drop below 50 psi.

- b. For pipes 8" or smaller diameter; flushing shall be achieved through the jumper connection. The Contractor may need to install two (2) or more jumper connections to obtain adequate flushing velocity (3.0 fps).
  - c. For pipes greater than 8" diameter, the main line tie-in valve shall be operated by the utility owner to provide adequate flushing water.
  - d. The Contractor shall supply and install pressure gauges to monitor system pressure during flushing operations.
6. Disinfection of Water Mains: Disinfection of water mains shall be in accordance with these Specifications, Ocoee Engineering Standards and in accordance with AWWA 651-92 and Florida DEP Standards.
7. Bacteriological Testing
- a. Bacteriological testing shall be in accordance with these Specifications and Ocoee Engineering Standards.
  - b. Two (2) consecutive passing test results are required for each pipe segment tested. If a pipe segment fails to provide two (2) consecutively passing tests, then the pipe segment shall be disinfected again and retested until two (2) consecutive passing test results are obtained.
  - c. Test results shall be submitted to the Owner/Engineer for forwarding to FDEP.
8. Final Acceptance: After release by FDEP and approval by the utility owner, the Contractor shall connect pipes 8" and smaller diameter to the existing water mains. For pipes larger than 8" diameter, the tie-in valve shall be opened by the Contractor under the direction of the utility owner.

C. START-UP CHECK-OUT CERTIFICATION  
(MECHANICAL/EQUIPMENT/PUMPS, ETC.)

- 1. Conduct start-up testing with the Manufacturer's field service representative to test the equipment installation to the satisfaction of the Manufacturer.
- 2. Confirm that all equipment is properly energized, that the valves are set to their normal operating condition and that the flow path through the new work is unobstructed.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

3. Slowly fill each hydrostatic structure in the process flow stream with water.
4. Observe the component operation and make adjustments as necessary to optimize the performance of the Work.
5. Coordinate with Owner for any adjustments desired or operational problems requiring debugging. Make adjustments as necessary.
6. Submit five (5) copies of the CHECK-OUT MEMO signed by the Contractor and the manufacturer's representative. This form shall be completed and submitted before Instruction in Operation to the Owner or a request for final inspection.

#### D. START-UP DEMONSTRATION AND TESTING CERTIFICATION

1. After all Work components have been constructed, field tested and the start-up CHECK-OUT completed in accordance with the manufacturer requirements, perform Start-up DEMONSTRATION AND TESTING in the presence of the Engineer and the Owner.
2. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the Owner and Engineer that the Work will function as a complete and operable system under normal as well as emergency operating conditions and is ready for acceptance. The demonstration shall be conducted upon completion of all systems at a date to be agreed upon in writing by the Owner or his representative.
3. Start-up DEMONSTRATION AND TESTING will be conducted using potable water supplied by the Owner at locations approved by Owner. The Contractor shall supply and install properly operating backflow preventer(s) as specified under Subsection 1.13B of this Section on all connections to the Owner's potable water system.
4. Start-up DEMONSTRATION AND TESTING shall be conducted continuously for (3) three consecutive days. The Work must operate successfully during this testing period in the manner intended. If the Work does not operate successfully, or if the start-up is interrupted due to other contracts, the problems shall be corrected and the test shall start over from day one. The party causing the interruption shall be subject to the assessment of actual damages due to delay.
5. During the start-up demonstration period, operate the Work, instruct designated operating personnel in the function and operation of the Work and cause various operational circumstances to occur. As a minimum these circumstances shall include average and peak daily flows, random equipment failures, surcharges

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

and bypasses. Demonstrate the essential feature of the equipment and its relationship to other equipment.

6. Acceptability of the Work's performance shall be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract Documents.
7. Certificate of Completed Demonstration: Submit five (5) copies of Certificate of Completed Demonstration, signed by the Contractor, Subcontractor and Owner and insert one copy in each Operation and Maintenance Manual.

#### E. FAILURE OF TESTS

1. Any defects in the materials and equipment or their failure to meet the tests, guarantees or requirements of the Contract Documents shall be promptly corrected by the Contractor by replacements, improvements, or otherwise at no cost to the Owner. The decision of the Owner as to whether or not the Contractor has fulfilled his obligations under the Contract shall be final and conclusive.
2. If the Contractor fails to make these corrections or if the improved materials and equipment, when tested, shall again fail to meet the guarantees or specified requirements, the Owner, notwithstanding partial payment for work, and materials and equipment, may reject the nonconforming materials and equipment and may order the Contractor to remove them from the site at his own expense.
3. If the Owner rejects any materials and equipment, then the Contractor shall replace the rejected materials and equipment within a reasonable time. If he fails to do so, the Owner may, after the expiration of a period of thirty (30) calendar days after giving him notice in writing, proceed to replace such rejected materials and equipment. The cost thereof shall be deducted from any compensation due or which may become due the Contractor under his Contract.

### 1.14 CONTRACT CLOSEOUT

#### A. FINAL INSPECTION

1. When the Contractor considers the Work complete, he shall submit written certification that:
  - a. Contract Documents have been reviewed.
  - b. Work has been inspected for compliance with Contract Documents.
  - c. Work has been completed in accordance with Contract Documents.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

- d. Equipment and systems have been tested in the presence of the Owner's Representative and are operational.
  - e. Work is completed and ready for final inspection.
- 2. The Owner/Engineer will make a final inspection to verify the status of completion after receipt of such certification.
  - 3. Should the Owner/Engineer consider that the Work is incomplete or defective, he will promptly notify the Contractor in writing, listing the incomplete and defective work, to the best of his knowledge at that time. If the Owner/Engineer has inadvertently omitted any items from the list it shall not relieve the Contractor from his obligations shown on the Drawings and specified in the Project Manual. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Owner/Engineer that the Work is complete.
  - 4. When the Owner/Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.
  - 5. Should the Owner/Engineer perform re-inspection due to failure of the work to comply with the claims of status of completion made by the Contractor, the Owner will deduct the amount of any compensation or costs paid for additional inspections or tests from the final payment to the Contractor.

B. CONTRACTOR'S CLOSE-OUT SUBMITTALS TO OWNER

- 1. Evidence of compliance with requirement of governing authorities;
- 2. Project Record Documents;
- 3. Operating and Maintenance Data;
- 4. Warranties and Bonds (required for the Correctional Period and Maintenance Period);
- 5. Spare Parts and Maintenance Materials;
- 6. Contractor's final list of all first tier sub-contractors and materials suppliers;
- 7. Evidence of Payment, Affidavits and Release of Liens (Form Nos: 00883 and No. 00879);
- 8. Final Application for Payment, including "Consent of Surety to Final Payment"

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005



and final Change Order, if required. The final Application for Payment shall reflect all adjustments to the Contract Price;

9. Certificate of Substantial Completion;
10. Certificate of Final Inspection;
11. Certificate of Engineer; and
12. Certificate of Final Completion

1.15 SPECIAL PROJECT PROCEDURES – NOT APPLICABLE

| TABLE 01001-A                                                                                                                      |  |
|------------------------------------------------------------------------------------------------------------------------------------|--|
| PERMITS OBTAINED BY OWNER                                                                                                          |  |
| FDEP - Notice of Intent to Use the General Permit for Construction of Water Main Extensions For PWSs – Permit No. 0122422-232-DSGP |  |
|                                                                                                                                    |  |
|                                                                                                                                    |  |
|                                                                                                                                    |  |
|                                                                                                                                    |  |
|                                                                                                                                    |  |
|                                                                                                                                    |  |
|                                                                                                                                    |  |

**END OF SECTION**

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.01 GENERAL PROVISIONS

- A. Unit Price Contracts: The quantities of work to be done and materials to be furnished under a unit price contract, as given in the Bid Form, are to be considered as approximate only and are to be used solely for the comparison of Bids received and determining an initial Contract Price. The Owner does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Contractor plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the Work. Payment to the Contractor will be made only for the actual quantities of work performed or material furnished in accordance with the Drawings and other Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit prices bid.
- B. Lump Sum Contracts: The quantities of work to be done and materials to be furnished, including all labor, equipment and incidentals required to complete the Work, are specified in the Contract Specifications and shown in the Contract Drawings. Payment to the Contractor of the lump sum price bid for the Work will be made and shall fully compensate the Contractor for the construction of the Work, completed and ready for continuous operation and use, in the manner contemplated by the Contract Documents.
- C. Unit Price and Lump Sum Contracts
  - 1. All schedules are given for the convenience of the Owner/Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quantity of materials and equipment included in work to be done under this Contract.
  - 2. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.
  - 3. All Contracts shall be subject to 5 percent retainage as defined in the General Conditions and the Agreement.

## 1.02 ALLOWANCES

- A. The Contractor shall include in the Total Bid Amount all cash allowances stated hereinafter. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct.
- B. The amount of the allowance shall be adjusted accordingly by Change Order to recognize the actual cost incurred by the Contractor. The Contractor shall submit appropriate documentation to validate the actual cost of the item.
- C. Cash allowances for the purposes of bidding shall be in the following amounts and shall be so reflected in the Bid Form for the designated item:

## 1.03 SCHEDULE OF VALUES

- A. Scope of Work
  - 1. Submit to the Engineer a Schedule of Values within twenty-one (21) days after the Notice to Proceed.
  - 2. A Schedule of Values shall be submitted for both lump sum and unit price contracts and the sum of the values in the schedule shall equal the Total Bid amount.
  - 3. The Schedule of Values shall establish the actual value of the component parts of the Work and, unless objected to by the Engineer, shall be used as the basis for the Contractor's Applications for Payment.
- B. Form and Content
  - 1. Type the schedule on the Owner's 8-1/2 x 11-inch standard form. Contractor's standard forms and computer printout will be considered for approval by the Owner upon Contractor's request.
  - 2. The values listed shall be the installed values of the component parts of the Work. Values shall reflect measurement and payment requirements for each individual item.

## 1.04 APPLICATIONS FOR PAYMENT

- A. Applications for Payment shall be submitted by the Contractor to the Owner's resident project representative (RPR) in accordance with the schedule established by the General Conditions and Agreement between the Owner and the Contractor.

B. Format

1. Submit applications typed on forms provided by the Owner. The Contractor shall prepare itemized continuation sheets using the accepted Schedule of Values and attach them to the Application. Each item shall have an assigned dollar value for the current pay period, and a cumulative value for the project to date. Change Orders executed prior to the date of submission shall be listed at the end of the continuation sheets and shall be totaled separately.
2. The following items shall be included with each copy of the application for payment:
  - a. Updated/Revised Progress Schedule
  - b. Stored Material Log
  - c. Updated Sub-contractor/Supplier List
  - d. Consent of Surety
  - e. Contractor's/Sub-contractor's/Supplier's Interim Affidavits
  - f. Release of Liens for all Subcontractors and Material Suppliers for payment period in question.
  - g. Invoices for Stored Materials
3. The Contractor shall certify, for each current pay request, that all previous payments received from the Owner, under his Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior applications for payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor shall attach to each application for payment like affidavits by all Subcontractors and Suppliers. Contractor shall also attach a "Consent of Surety" to each application for payment. Additionally, a "Waiver and Release of Lien Upon Progress Payment" from each subcontractor and supplier shall be attached to each application for payment. Conditional waiver and release of liens contingent upon clearance of checks tendered in payment shall not be accepted by the Owner. The Contractor shall be allowed to withhold percent (%) retainage by release of liens equal to Owner withheld percent (%) retainage as only exception.
4. Submit seven (7) copies of each application to the RPR. Each copy shall include original signatures. The RPR shall review the application and verify quantities of installed work and stored materials. Upon his approval, he shall submit the application to the Owner for review. When the Owner finds the application properly completed and correct, he will make payment to the Contractor.

- C. Work not installed in accordance with the requirements of the Contract Documents or materials not conforming to the Contract Documents will not be approved by the RPR, Owner or Engineer for payment.
- D. The Application for Final Payment shall be prepared in accordance with Article 14.07 of the General Requirements – Final Payment.

## 1.05 MEASUREMENT AND PAYMENT

### A. Methods of Payment

- 1. Unit Price Contracts/Items: Payment will be made for actual quantities of work properly installed as approved by the Owner unless otherwise indicated herein.
- 2. Lump Sum Contracts/Items: Payment will be made for each individual item on a percentage of completion basis as estimated by the Contractor and approved by the Owner. Quantities provided in the Schedule of Values are for the purpose of estimating the completion status for progress payments. Adjustments to costs provided in the accepted Schedule of Values may be made only by Change Order.

### B. Methods of Measurement

- 1. Units of measurement shall be defined in general terms as follows:
  - a. Linear Feet (LF) or Linear Meters (M1)
  - b. Square Feet (SF) or Square Meters (M2)
  - c. Square Yards (SY) or Square Meters (M2)
  - d. Cubic Yards (CY) or Cubic Meters (M3)
  - e. Each (EA)
  - f. Sacks (SK)
  - g. Lump Sum (LS)
- 2. Unit Price Contracts/Items
  - a. Linear Feet (LF) or Linear Meters (M1) shall be measured along the horizontal length of the centerline of the installed material, unless otherwise specified. Pipe shall be measured along the length of the completed pipeline, regardless of the type of joint required, without deduction for the length of valves or fittings. Pipe included within the limits of lump sum items will not be measured.
  - b. Square Feet (SF), Square Yards (SY) Square Meters (M2), Cubic Yards (CY) Cubic Meters (M3), Each (EA) and Sacks (SK) shall be measured as the amount of the unit of measure installed within the limits specified and shown in the Specifications and Drawings. Slope angles and elevations shall be measured using land surveying

equipment. Contractor shall provide supporting documentation (i.e. drawings, truck tickets, invoices, etc.) to verify actual installed quantities.

- c. No measurement is required for Lump Sum (LS) items.

### 3. Lump Sum Contracts/Items

- a. The Measurement of Work for lump sum contracts and/or items shall be based on the information provided in the Contract Documents and compiled through the Contractor's own field verifications, investigations and testing prior to Bidding.
- C. The following describes the specific work and methods of measurement for the items listed in the Bid Schedule. Measurement and payment for each Bid Item shall include all labor, materials and equipment required to perform the work included for that respective item to provide a complete and operable installation. Related work not specifically listed or identified, but evidently necessary for sates factory completion of the item, shall be considered to be included.
- D. No separate payment will be made for the following work, and its cost shall be included in the appropriate payment item:
- Clearing and grubbing (including disposal of excess material)
  - Trench excavation, including necessary pavement removal and removal of vegetative surfaces
  - Dewatering and disposal of surplus water
  - Structural fill, backfill, and grading
  - Manual excavation or soft digs
  - Replacement of unpaved roadways, grass and shrubbery plots
  - Cleanup
  - Foundation and borrow materials, except as hereinafter specified
  - Testing and placing system in operation
  - Any material and equipment required to be installed and utilized for tests
  - Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
  - No separate payment will be made for geotextile fabric or filter fabric.
  - Maintaining or detouring of the traffic
  - Appurtenant work as required for a complete and operable system
  - Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
  - Relocation and/or replacement of irrigation systems disturbed by construction
  - Relocation and/or replacement of mail boxes disturbed by construction



- Furnishing adequate sanitary facilities for workers
- Adjustment of valve boxes
- Erosion control mechanisms
- Verification of existing survey
- Maintaining Driveway Access for Residences

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

E. BID ITEMS

Please refer to Section 03020 (Specific Description of Method of Payments) paragraphs explain each of the bid items listed on the Bid Form. The paragraphs explain what is included in each item and how it will be paid.

**END OF SECTION**

**SECTION 01027**  
**APPLICATION FOR PAYMENT**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Scope of Work: Contractor, utilizing the City's completed and provided "Summary of Values to Date" and "Application for Payment" forms, shall request payment by submitting a completed "Contractor's Certification of Payment" form with copies attached of the summary of values and application of payment forms to the Engineer, in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor. Contractor shall use the "Contractor's Certificate for Payment" Form 00861 in Appendix A – Contract Forms.
- B. Related Requirements Described Elsewhere:
  - 1. Contract for Construction: Section 00500.
  - 2. Progress Payments, Retainages, and Final Payment: Section 00710: Standard General Conditions of the Construction Contractor
  - 3. General Requirements: Section 01001.
  - 4. Project Record Drawings: Section 01720.

**1.02 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT FORMAT REQUIRED**

- A. Contractor, on a daily basis, shall review with Owner pay item quantities that shall be recorded in the "Technician's Daily Report (TDR)". An executed copy of the TDR shall be provided to the Contractor. Any revision to the TDR shall be noted by both the Owner and Contractor and a new TDR issued.
- B. Based on the summation to date of all the pay items, the City shall maintain a pay items summary that upon request by the Contractor, can be used to produce the "Summary of Values to Date" for partial and final payments.
- C. City shall maintain and provide upon request an "Application for Payment" form which shall include all approved Change Orders, retainage and stored material allowances.

Lakewood/Rewis Water Main Replacement  
Federal Grant Funded ARPA Project  
ITB #24-005

- D. Contractor shall complete and submit “Contractor’s Certificate of Payment” with applicable to date City summary of values to date and application for payment forms.

#### 1.03 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in certification form as specified for progress payments. Provide information as required by the General Conditions.
- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.
- C. Provide Contractor's Final Release of Lien (Section 00863) and other close-out submittals as required.

#### 1.04 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day after the end of each calendar month for which payment is requested as stipulated in the Agreement. Review the percents complete with the Engineer and resolve any conflicts or discrepancies.
- B. Number of copies for each Application for Payment: Three (3) copies plus additional copies for Contractor's needs.
- C. When the Engineer finds the request of payment forms and supporting documents properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

### **END OF SECTION**

## **SECTION 01040 COORDINATION**

### **1.01 RELATED DOCUMENTS**

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### **1.02 SUMMARY**

This Section included administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

- a. General project coordination procedures
- b. Conservation
- c. Coordination Drawings
- d. Administrative and supervisory personnel
- e. Cleaning and protection

### **1.03 RELATED SECTIONS**

The following Sections contain requirements that relate to this Section:

- a. Division 1 Section “General Requirements” for progress meetings, coordination meetings and pre-construction conferences
- b. Division 1 Section “Shop Drawings, Working Drawings and Samples”

### **1.04 JOB COORDINATION**

- a. Contractor shall study interrelationships of details of work described in all sections of specifications and drawings and shall plan operations well in advance of time when respective operations are to be performed and shall notify, collaborate, and cooperate with all subcontractors for work; and generally, to cause work to articulate and fit as intended without unnecessary cutting, patching and without leaving unsightly details.
- b. Contractor shall furnish materials, labor, equipment, tools and supervision and shall do everything necessary to complete Project as shown on Drawings and as described in Specifications.
- c. Contractor shall provide for transportation, loading, unloading, storing, installation, testing, and making operable parts of Project shall be requirement of this Contract.
- d. If the Base Bid is accepted, Contractor shall cooperate and coordinate with the Owner’s Own Forces who will be performing work as part of the construction team. Contractor shall allow at least 48 hours for the Owner’s forces to enter the jobsite each time work is required to be performed by the Owner’s forces. Owner shall have right to pull forces in the event of an emergency service call.
- e. Contractor shall notify Owner/Engineer promptly if and when errors or discrepancies are found in drawings or specifications.
- f. Any Superintendent for General Construction shall not be changed except with written consent of Owner/Engineer.

Lakewood/Rewis Water Main Replacement  
Federal Grant Funded ARPA Project  
ITB #24-005

g. Contractor shall make provisions to accommodate items scheduled for later installation.

1.05 PRE-ORDERED PRODUCTS

To expedite delivery and for other purposes in Owner's best interests, Owner, before date of Contract, negotiated purchase orders or made other commitments with suppliers of material and equipment to be incorporated into work by Contractor. These purchase orders and commitments are assigned to Contractor and costs are included in Contract Sum. Contractor's responsibilities are same as if Contractor had negotiated purchase orders, including responsibility to renegotiate purchase if necessary and to execute final purchase order agreements.

1.06 WORK SUBSEQUENT TO THIS CONTRACT (NOT USED)

1.07 MISCELLANEOUS PROVISIONS (NOT USED)

**END OF SECTION**

**SECTION 01340**  
**SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

**A. Scope of Work:**

1. The Contractor shall submit to the Engineer for review and approval, such Shop Drawings, Test Reports, and Product Data on materials and equipment (hereinafter in this Section called Data), and material samples (hereinafter in this Section called Samples) as are required for the proper control of work, including but not limited to those Shop Drawings, Data, and Samples for materials and equipment specified elsewhere in the Specifications and in the Drawings.
2. Within 14 calendar days after the Notice to Proceed, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final review of Shop Drawings.
3. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log should include the following items:
  - a. Submittal description and number assigned.
  - b. Date to Engineer.
  - c. Date returned to Contractor (from Engineer).
  - d. Status of submittal (Approved, Approved as Noted, Amend and Resubmit, and Rejected).
  - e. Date of resubmittal and return (as applicable).
  - f. Date material release (for fabrication).

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005



- g. Projected date of fabrication.
- h. Projected date of delivery to site.
- i. Status of O&M manuals submittal.
- j. Specification Section.
- k. Drawings sheet number.

B. Related Requirements Described Elsewhere:

- 1. Standard General Conditions of the Construction Contract: Section 00710.
- 2. Shop Drawing Submittal Form: Section 00864.

## 1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the responsibility of the Contractor to check all drawings, data and samples prepared before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear the Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer.
- B. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria
  - 3. Catalog numbers and similar data.
  - 4. Conformance with Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning and ending of manufacture, testing, and installation of materials,

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

supplies, and equipment. This schedule shall indicate those that are critical to the progress schedule.

- D. The Contractor shall not begin any of the work covered by a Shop Drawing, Data, or a Sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than 30 calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied with a transmittal letter prepared in duplicate containing the following information:
  - 1. Date.
  - 2. Project Title and Number.
  - 3. Contractor's name and address.
  - 4. The number of each Shop Drawings, Project Data, and Sample submitted.
  - 5. Notification of Deviations from Contract Documents.
    - a. The Contractor shall indicate in **bold type** at the top of the cover sheet of submittal of shop drawing if there is a deviation from the Drawings, Specifications, or referenced specifications or codes.
    - b. The Contractor shall also list any deviations from the Drawings, Specifications, or referenced specifications or codes and identify in green ink prominently on the applicable Shop Drawings.
  - 6. Submittal Log Number conforming to Specification Section Number.
- G. The Contractor shall submit seven (7) copies of descriptive or product data information and Shop Drawings to the Engineer plus the number of copies which the Contractor requires returned. All blueprint Shop Drawings shall be submitted with one (1) set of mylar reproducibles and the same number of prints as Shop Drawings, plus the number of copies which the Contractor requires returned. The Engineer will review the blueprints and return to the Contractor the set of marked-up mylar reproducibles with appropriate review comments.

- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the completion of the review by the Engineer of the necessary Shop Drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposes to supply both as pertains to his own work and any work affected under other parts, headings, or divisions of the Drawings and Specifications.
- J. The Contractor shall not use Shop Drawings as a means of proposing alternate items to demonstrate compliance with the Drawings and Specifications.
- K. Each submittal will bear a stamp indicating that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal as illustrated below.

|                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| (OWNER'S NAME)<br>(PROJECT NAME)<br>(PROJECT NUMBER)                                                                                                                                                                                                                                                                                                                                                |  |
| SHOP DRAWING NO.: _____<br>SPECIFICATION SECTION: _____ DRAWING NO. _____                                                                                                                                                                                                                                                                                                                           |  |
| WITH RESPECT TO THIS SHOP DRAWING OR SAMPLE, I HAVE DETERMINED AND VERIFIED ALL QUANTITIES, DIMENSIONS, SPECIFIED PERFORMANCE CRITERIA, INSTALLATION REQUIREMENTS, MATERIALS, CATALOG NUMBERS, AND SIMILAR DATA WITH RESPECT THERETO AND REVIEWED OR COORDINATED THIS SHOP DRAWING OR SAMPLE WITH OTHER SHOP DRAWINGS AND SAMPLES AND WITH THE REQUIREMENTS OF THE WORK AND THE CONTRACT DOCUMENTS. |  |
| _____ NO VARIATION FROM CONTRACT DOCUMENTS                                                                                                                                                                                                                                                                                                                                                          |  |
| _____ VARIATION FROM CONTRACT DOCUMENTS AS SHOWN                                                                                                                                                                                                                                                                                                                                                    |  |
| (CONTRACTOR'S NAME)<br>(CONTRACTOR'S ADDRESS)                                                                                                                                                                                                                                                                                                                                                       |  |
| BY: _____ DATE: _____                                                                                                                                                                                                                                                                                                                                                                               |  |
| _____<br>AUTHORIZED SIGNATURE                                                                                                                                                                                                                                                                                                                                                                       |  |

- L. Drawings and schedules shall be checked and coordinated with the work of all trades and sub-contractors involved, before they are submitted for review by the

Lakewood/Rewis Water Main Replacement -  
 Federal Grant Funded ARPA Project  
 ITB #24-005

Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

### 1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of Shop Drawings, Data, and Samples as submitted by the Contractor will be to determine if the items(s) generally conforms to the information in the Contract Documents and is compatible with the design concept. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, connections, quantities, and details of the material, equipment, device, or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
  - 1. As permitting any departure from the Contract Documents.
  - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.
  - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract Documents which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or contract time, the Engineer may return the reviewed drawings without noting an exception.
- D. "Approved as Noted" - Contractor shall incorporate Engineer's comments into the submittal before release to manufacturer. The Contractor shall send a letter to the Engineer acknowledging the comments and their incorporation into the Shop Drawing.
- E. "Amend and Resubmit" - Contractor shall resubmit the Shop Drawing to the Engineer. The resubmittal shall incorporate the Engineer's comments highlighted on the Shop Drawing.
- F. "Rejected" - Contractor shall correct, revise and resubmit Shop Drawing for review by Engineer.

- G. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- H. If the Contractor considers any correction indicated on the drawings to constitute a change to the Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- I. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- J. No partial submittals will be reviewed. Submittals not deemed complete will be stamped "Rejected" and returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:

- 1. Systems.
- 2. Processes.
- 3. As indicated in specific Specifications Sections.

All drawings, schematics, manufacturer's product Data, certifications, and other Shop Drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface review.

- K. Only the Engineer shall utilize the color "red" in marking Shop Drawing submittals.
- L. Shop drawing and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor and the Contractor shall reimburse the Owner for services rendered by the Engineer.

#### 1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "Shop Drawing" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. Shop Drawings shall be complete and detailed and

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

shall consist of fabrication, erection, setting and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Catalogs cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive information to required Shop Drawings as defined above. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.

- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations, and other standard descriptive data shall be clearly marked to identify pertinent materials, products, or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. Each Shop Drawing shall be submitted with an 8 1/2 inch by 11-inch cover sheet which shall include a title block for the submittal. Each Shop Drawing cover sheet shall have a blank area 3 1/2 inches high by 4 1/2 inches wide, located adjacent to the title block. The title block/cover sheet shall display the following:
  - 1. Project Title and Number.
  - 2. Name of project building or structure.
  - 3. Number and title of the Shop Drawing.
  - 4. Date of Shop Drawing or revision.
  - 5. Name of Contractor and subcontractor submitting drawing.
  - 6. Supplier/manufacturer.
  - 7. Separate detailer when pertinent.
  - 8. Specification title and Section number.
  - 9. Applicable Drawing number.
- D. Data on materials and equipment shall include, without limitation, materials and equipment lists, catalog data sheets, catalog cuts, performance curves, diagrams, verification of conformance with applicable standards or codes, materials of construction, and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent Data.



- E. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- F. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such drawings have been reviewed.
- G. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least 2 years unless specified otherwise in the Specification Section applicable.

#### 1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "Working Drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and falsework for underpinning, and for such other work as may be required for construction but does not become an integral part of the Project.
- B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least 30 calendar days (unless otherwise specified by the Engineer) in advance of their being required for the Work.
- C. Working Drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida, and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the Engineer, which review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks to new or existing work are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefor.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

## 1.06 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the Work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
  - 2. Full range of color, texture, and pattern.
  - 3. A minimum of three (3) samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
  - 1. Name of Project.
  - 2. Name of Contractor and subcontractor.
  - 3. Material or equipment represented.
  - 4. Place of origin.
  - 5. Name of producer/supplier and brand (if any).
  - 6. Location in Project.
  - 7. Submittal and specification numbers.

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)
- D. The Contractor shall prepare a transmittal letter and a description sheet for each shipment of samples. The description sheet shall contain the information required in Paragraphs 1.06B and C above. He shall enclose a copy of the letter and description sheet with the shipment and send a copy of the letter and description sheet to the Engineer. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of the Work. Approved Samples of the hardware in good condition will

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

be marked for identification and may be used in the Work. Materials and equipment incorporated in the Work shall match the approved Samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**END OF SECTION**

**SECTION 01500**  
**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

**PART 1 - GENERAL**

**1.01 GENERAL**

- A. Temporary work, facilities, and services and temporary services needed from permanent facilities required for Project Work, from start of work to Substantial Completion of Project, including facilities and services needed for testing of installations and equipment, shall be arranged for, furnished and paid for by Contractor, and as defined herein.
- B. Temporary work, services, electric power, heat, water, and telephone required by Building, or Owner's other Contractors after completion of Project Work under Contract, will be paid for by Owner.

**1.02 IMPLEMENTATION AND TERMINATION SCHEDULE**

Within 15 days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

**1.03 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
  - 1. Building code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, fire department and rescue squad rules.
  - 5. Environmental protection regulations.
  - 6. Stormwater Management Regulation
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities." Electrical services must comply with NEMA, NECA,

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code.”

- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

#### 1.04 DELIVERY, STORAGE AND HANDLING

Each Contractor and Subcontractor shall provide adequate storage facilities for protection of materials and equipment they furnish. Materials and equipment shall be stored so as to ensure preservation of their quality and fitness for Work. Perishable items and items affected by weather, rain, wind, dust, heat or cold shall be stored in temporary waterproof sheds or trailers with raised floors, and heated if necessary. Other materials and equipment shall be stored on wooden platforms and not on ground.

#### 1.05 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.01 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations
  - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability provide trucked-in services.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.

B. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Engineer. Neither the Owner nor Engineer will accept cost or use charges as a basis of claims for Change Orders.

### 3.02 TOILET FACILITIES

A. Contractor for General Construction shall provide and maintain suitable temporary toilet facilities for workers during construction. Toilet facilities shall conform to local ordinance having jurisdiction.

B. After sanitary sewage system is operative, Contractor for General Construction may install temporary fixtures with connections to water and drains systems. Contractor shall remove same prior to installation of permanent fixtures.

C. If approved by Owner, workers may use permanent plumbing fixtures after installation. Contractor for General Construction shall maintain and clean fixtures without cost to Owner.

D. If permanent toilet rooms are used for temporary facilities, Contractor for General Construction shall keep them in clean and sanitary condition. If fixtures or finishes are damaged, Contractor for General Construction shall refinish or replace damaged Work to like new condition.

E. Contractor shall provide and maintain self-contained, single component toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

### 3.03 WATER

A. Contractor for General Construction shall install, move and remove temporary water service as required for construction operations. As minimum provide 1/2-inch line to one hose bibb near each building. Protect lines from construction operations.

B. Additional temporary hose bibbs shall be provided as needed.

C. Hoses shall be provided by trade requiring water.

D. Contractor for General Construction shall pay for water consumed on Project.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005



### 3.04 TEMPORARY HEAT AND ENCLOSURES

- A. All temporary ventilation, dehumidification and/or heat shall be provided and paid for by Contractor for General Construction. Temporary conditioning shall be provided as follows:
1. After building is enclosed, in cold weather maintain temperature of not less than 50°F. during working hours and temperature of at least 40°F at other times. Provide mechanical ventilation in areas wet or damp, as required to dry areas to continue work on schedule.
  2. During placing, setting and curing of concrete; not less than 40°F.
  3. During laying of masonry; not less than 40°F.
  4. For one week prior to start of millwork, resilient flooring, painting and interior finishing until final acceptance of work by Owner; not less than 50°F in areas of work.
  5. Provide temporary enclosures to ensure that any materials or equipment will be adequately protected from the effects of heat, cold, humidity, noise, dust or wind, and be securely enclosed to protect against burglary, vandalism or similar hazards.
- B. Heating and fuel consuming permanent equipment shall be tested and adjusted by Contractor installing same. If permanent fuel service is required to accomplish this, Contractor responsible for installation of fuel service shall arrange for and pay for standby personnel and hook-up of permanent fuel service at time required for testing. Payment for required fuel and for any other fuel used from permanent service to Substantial Completion of Project shall be by Contractor for General Construction. If there should be any question as to if or when permanent service is required, ruling of Owner's Representative shall govern.

### 3.06 ELECTRIC

- A. Contractor for General Construction shall arrange with local Electric Utility Company to provide adequate electric service for temporary power and light as will be required.
- B. Contractor for General Construction shall provide, install, and maintain temporary light and power systems from Electric Utility service to provide following:
1. 120- and 240-volt single phase outlets so that any area of Work may be reached with 50-foot extension cords. Outlets shall be provided as work progresses.
  2. Lighting for general illumination shall conform to OSHA.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

3. Lighting for execution of work and for finish work shall be of light intensity required to properly perform Work. In general, minimum light levels shall be 15 fc for rough work and 50 fc for finish work.
  4. Circuits properly protected.
  5. Temporary wiring that conforms to OSHA.
  6. Removal of temporary wiring when no longer required.
  7. Temporary power poles necessary to provide temporary electrical service.
- C. Contractors and Subcontractors shall provide their own temporary electric service, including wiring and lights in field office and sheds, and for any three-phase service or single-phase service exceeding 3 H.P.
- D. Each Contractor and Subcontractor shall furnish their own extension cords.
- E. Permanent lighting system may be used under control of Contractor for General Construction. Unless specifically exempted, lamps used during construction shall be replaced with new lamps by Contractor for General Construction just before Project is accepted.
- F. Permanent equipment requiring electricity shall be tested and adjusted by Contractor installing same. If permanent electric service is required to test or adjust any equipment, Electric Contractor shall arrange with Utility Company and pay for permanent electric service.
- G. Payment for electric service, electricity used, and electricity consumed after permanent service, and until Project is Substantially Completed shall be by Contractor for General Construction. If there should be any question as to if or when permanent service is required, ruling of Owner's Representative shall be final.

### 3.07 ACCESS TO CONSTRUCTION OPERATIONS

- A. Contractor's shall note well that the existing road along the east side of the construction site is the primary access to the Utilities Plan. This road MUST remain open at ALL times. Any temporary rerouting must be approved by the Owner's Representative two weeks prior to the rerouting.
- B. Existing access roadway may be used under responsibility of Contractor, only if such roadways are adequate for weight of construction equipment. Any damage to roadway shall be repaired by Contractor for General Construction.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

### 3.08 SUPPORT FACILITIES INSTALLATION

- A. Locate storage sheds and other temporary construction and support facilities for easy access.
- B. Provide noncombustible construction for office, shops, and sheds located within 30 feet (9 m) of building lines. Comply with requirements of NFPA 241.
- C. Field Office: Not required however, Contractor must have bottled, urn or other potable drinking water onsite available to all construction workers during normal working hours.
- D. Storage and Fabrication Sheds: Install storage and fabrication sheds sized, furnished and equipped to accommodate materials and equipment involved, including any required temporary utility service. Sheds may be open shelters or fully enclosed portable building or trailer.
- E. Temporary paving: Maintain roads and paving to support the construction loading adequately and to withstand exposure to traffic during the construction period. Review proposed modifications to permanent paving with the Owner's Representative.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- G. Close openings through roof decks and horizontal surfaces construction.
- H. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.09 DEWATERING (where/if required)

- A. Contractor for General Construction shall hold an active "Permit for Short-Term Construction Dewatering" issued by St. Johns River Water Management District. (SJRWMD Chapter 40C-22.030) All dewatering activity is governed by above chapter to include: (extracted from 40C-22.030)
  - (1) *The Governing Board hereby grants a general permit to withdraw ground or surface water anywhere within the District for short term construction dewatering activities (excluding borrow operations), after notice is provided on form no. 40C-22-0590-1 to the District as described in this chapter, and subject to the limiting conditions of subsection 40C-22.030(3), F.A.C.*
  - (2) *This general permit shall have a duration of three years from the date notice is*

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

*submitted to the District.*

*(3) This noticed general permit for short-term construction dewatering shall be subject*

*to the following limiting conditions:*

*(a) This permit shall expire three years from the date the notice is submitted on form 40C-22-0590-1.*

*(b) Maximum daily withdrawals for any dewatering activity shall not exceed four million gallons per day (MGD), except during the first 120 hours of dewatering when the daily and instantaneous pumpage rates shall not exceed six MGD. Average daily withdrawal shall not exceed two MGD for the first 60 days of the dewatering activity and shall not exceed one MGD over a 180-day duration.*

*(c) Each specific dewatering project shall not exceed 180 days.*

*(d) Withdrawals for dewatering shall be by one of the following:*

*1. A conventional wellpoint system consisting of one or more stages of wellpoints installed near the excavation in lines or rings. These wellpoints shall be installed in variable spacings, and connected to a common header pumped by one or more pumps.*

*2. Vacuum underdrain consisting of a typical pipeline dewatering with the underdrain or "sock" placed horizontally below the design invert elevation of the pipeline via a large trenching machine. The underdrain shall be connected to a pump with the water conveyed through the underdrain and discharged from the pump.*

*3. Shallow vacuum well(s) consisting of one or more stages installed near an excavation in lines or rings. The vacuum well(s) shall be constructed of six inch or smaller pipe with a slotted screen area near the bottom of the well, and connected to a common header pumped by one or more pumps.*

*4. Hydraulic pumps to dewater stormwater management ponds and basins, as part of their construction or maintenance, through the discharge control structures for up to 30 days duration. The stormwater management pond or basin and associated discharge control structure must be permitted by the District and be in operational phase at the time the dewatering is to occur.*

- B. Contractor for General Construction shall maintain construction site, in dewatered condition. This shall be accomplished by using ditches, sumps, pumps and any other means necessary to maintain excavations, pits and site, in dry condition. Other Contractors and Subcontractors shall dewater trenches, pits and excavations made by them for their own work; and properly dispose of their water so as not to interfere with other Contractors' or Subcontractors' Work.
- C. Should Contractor, in dewatering operations, notice excessive infiltration of ground water into pumped out area, Contractor shall notify Owner's Representative before continuing dewatering, otherwise Contractor shall be responsible for excessive dewatering and resulting damage to stability of foundations.

- D. All water shall be removed prior to placement of concrete or laying of pipe, conduit, equipment, or any materials.

### 3.10 FIRE SUPPRESSION

Fire suppression shall conform to OSHA, NFPA, OBBC for temporary suppression.

### 3.11 PROJECT SIGN

- A. Contractor for General Construction shall provide one painted sign minimum 8' x 4', 3/4" thick exterior grade plywood, with name of Project and names of Owner and Officials (found on front cover of this book), Engineer and Consultants, and Contractor for General Construction, and any other names or Contractors requested by Owner's Representative. Contractor shall have no other signs visible on this site without specific permission of the Owner.
- B. Provide shop drawing showing layout of sign to Owner's Representative. Colors shall be as selected.
- C. Sign shall be erected with 4" x 4" treated wood posts set firmly in ground where indicated by Owner's Representative.
- D. Sign shall be maintained until completion of Project.

### 3.12 SITE ENCLOSURE FENCE

Security fence may be provided at contractor's discretion provided that the access road is not blocked.

### 3.13 COLLECTION AND DISPOSAL OF WASTE

Collect waste from construction area, access road and nearby community parking areas daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than three days when temperature is expected to rise above 80°F. Handle hazardous, dangerous or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in lawful manner.

### 3.14 BUILDING SECURITY ENCLOSURE AND LOCKUP

- A. At earliest possible date, secure building against unauthorized entrance at times when personnel are not working. Provide substantial secure temporary enclosures at ground floor and other locations of possible entry, with locked entrances.

- B. Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup behind the Utilities Compound fence. **Please note that Owner assumes no responsibility for storage of onsite materials, secured or unsecured.** Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- C. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

### 3.15 ELEVATOR - NOT APPLICABLE

### 3.16 VENTILATION

Provide temporary fans or similar equipment as required to purge enclosed areas of solvents, excess water vapor, carbon dioxide and similar substances that would otherwise damage finishes or become an irritant to human occupancy.

### 3.17 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Owner's Representative requests that it be maintain longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005



2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or laws. Repair or replace street paving, curbs, and sidewalks at the entrances, as required by the governing authority.
3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
  - a. Replace air filters and clean inside of ductwork and housings.
  - b. Replace significantly worn parts and parts subject to unusual operating conditions.
  - c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION

## SECTION 01505

### MOBILIZATION

#### PART I - GENERAL

##### 1.01 DEFINITION AND SCOPE

Mobilization shall include the costs of obtaining all permits, insurance and bonds, moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.

- A. Move onto the site all Contractor's plant and equipment required for first month operations.
- B. Install temporary construction power, wiring, and lighting facilities.
- C. Establish fire protection plan and safety program.
- D. Secure construction water supply.
- E. Provide field office trailers for Contractor and as may be specified for Owner and Engineer.
- F. Provide on-site sanitary facilities and potable water facilities as specified.
- G. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.
- H. Submit all required insurance certificates and bonds.
- I. Obtain all required permits.
- J. Post all OSHA, EPA, Department of Labor, and all other required notices.
- K. Have Contractor's superintendent at the job site full time.
- L. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.
- M. Submit a schedule of values of the Work.

N. Submit a schedule of submittals.

1.02 DEMOBILIZATION

Demobilization is the timely and proper removal of all contractor owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

The Contractor's attention is directed to the condition that payment for mobilization or any part thereof, shall not exceed five percent (5%) of the total contract price.

**END OF SECTION**

**SECTION 01720**  
**PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

A. Scope of Work: Maintain at the site for the Owner one (1) record copy of:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications of the Contract.
5. Engineer's Field Orders or written instructions.
6. Approved Shop Drawings, Working Drawings and Samples.
7. Field Test records.
8. Construction photographs.

B. Related Requirements Described Elsewhere:

1. Shop Drawings, Working Drawings and Samples: Section 01340.

**1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES**

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI format with section numbers as provided herein.

C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

Lakewood/Rewis Water Main Replacement -  
Federal Grant Funded ARPA Project  
ITB #24-005

- D. Make documents and samples available at all times for inspection by the Engineer or the Owner.
- E. As a prerequisite for monthly Progress payments, the Contractor is to exhibit the currently updated "Record Documents" for review by the Engineer and Owner. Payment may be withheld if record documents are not satisfactorily maintained.

#### 1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

#### 1.04 RECORDING

- A. Label each document "PROJECT RECORD" with a rubber stamp having one (1) inch high letters.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly and clearly mark, to scale, each drawing to record actual construction:
  - 1. Depths of various elements of foundation in relation to finish first floor datum.
  - 2. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
  - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - 4. Field changes of dimension and detail.
  - 5. Changes made by Field Order or by Change Order.
  - 6. Details not on original Contract Drawings.
  - 7. Equipment and piping relocations.

8. Major architectural and structural changes including relocation of doors, windows, etc.
  9. Architectural schedule changes according to Contractor's records and shop drawings.
- D. Specifications and Addenda: Legibly mark each section to record:
1. Manufacturer, trade name, catalog number of Supplier of each product and item of equipment actually installed.
  2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review and approval): Provide six (6) sets of record shop drawings within the Operation and Maintenance Manual, for each process equipment, piping, electrical system and instrumentation.

#### 1.05 SUBMITTAL

- A. At Contract closeout, deliver Record Documents to the Engineer for the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. Title and number of each Record Document.
  5. Signature of Contractor or his authorized representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

### **END OF SECTION**



## SECTION 02012

### HANDLING AND DISPOSAL OF ASBESTOS CEMENT PIPE

#### PART 1 - GENERAL

##### 1.01 THE REQUIREMENT

- A. If the Contractor during the course of the Work observes, uncovers or otherwise becomes aware of the existence of any asbestos, hazardous waste, or toxic or radioactive material at the site which has not been rendered harmless and has not been shown on the Contract Documents, to which the Contractor or any subcontractor, supplier or other person may be exposed, the Contractor shall immediately stop work in the affected area and notify the Owner and the Engineer and thereafter confirm any oral notice in writing. In addition, the Contractor shall take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials and to protect persons and property. The Owner shall promptly consult with the Engineer concerning such condition and determine the necessity of the Owner retaining special consultants or qualified experts to deal therewith. The Contractor shall not perform any Work in connection therewith prior to receipt of special written instructions from the Owner through the Engineer.
- B. All Asbestos Cement (AC) Pipe and/or appurtenances removed to accommodate improvements shall be disposed of in accordance with this entire standard.
- C. When any existing AC pipes are replaced under this project, the Contractor shall do so in accordance with the applicable rules of Federal Asbestos Regulation and Florida DEP requirements.
- D. All work involved in the removal, salvage or disposal of AC mains shall be the responsibility of the Contractor, paid for on the unit price basis.
- E. The Contractor shall be responsible for conducting all removal, disposal, alteration, or modification of asbestos piping in accordance with all federal, state, and local regulations.
- F. AC pipe shall not be stored within staging areas. AC pipe shall be bagged the same day as removal and hauled off for disposal within 48 hours of removal.

##### 1.02 PRE-WORK SUBMITTALS

- A. The Contractor shall submit the name of the Asbestos Contractor and a copy of their Florida Asbestos Contractor License to the Owner and Engineer, prior to start of the Work.

## PART 2 - PRODUCTS

(NOT USED)

## PART 3 – EXECUTION

### 3.01GENERAL

- A. Federal regulations (40 CFR Part 61, Sub-part M) classify asbestos-cement pipe (AC pipe) as Category II non-friable asbestos-containing material. AC pipe must be handled in a manner which will maintain this classification. Therefore, all cutting, and disposal of AC pipe must be performed by a Florida Licensed Asbestos Contractor.
- B. The Owner will make every effort to identify and quantify the location of known AC pipe and material prior to onset of the Work.
- C. If during the course of the Work the Contractor observes, uncovers, or otherwise becomes aware of the existence of any AC pipe, pieces, or material at the site to which the Contractor or any subcontractor, supplier, or other person may be exposed, the Contractor shall immediately notify the Owner and confirm any verbal notice in writing. The Owner shall promptly consult with the Project Engineer concerning such conditions and determine the necessity of the Owner retaining special consultants or qualified experts. The Contractor shall not perform any Work near or in connection with the suspect material until receipt of special written instructions from the Owner.
- D. The Contractor will ensure that all subcontractors follow these procedures.

### 3.02WORKER PROTECTION

- A. Licensed asbestos contractors will comply with the requirements of OSHA 29 CFR 1926.1101 concerning worker protection.

### 3.03EXECUTION OF WORK

- A. AC pipe will be kept wet during all phases of removal. No visible emissions are permitted. Wet the pipe using an airless sprayer or utilize available water.
- B. Apply drop cloth of 6-mil polyethylene to the area beneath and a minimum of three feet (3') beyond the section of pipe to be cut.
- C. Break, cut or snap pipe into sections suitable in size to the disposal facility. Abrasive

disc saws are prohibited.

- D. Apply lockdown encapsulant to exposed edges of pipe. Pick up all pipe debris that may have fallen outside the drop cloth.
- E. Use of compressed air to clean AC pipes is prohibited.
- F. At no time should AC pipe or pieces be mixed in with fill material.

### 3.04DISPOSAL

- A. Wrap pipe in existing drop cloth. Transfer pipe to a clean drop cloth outside the trench and wrap and secure in a second layer of 6-mil polyethylene.
- B. Affix the following labels to the exterior of each separately wrapped section of pipe. Labels are to be waterproof, legible, and large enough in size to be readily visible:

- |               |                                                                                                                                                                                                           |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Label:  | CAUTION<br>Contains Asbestos Fibers<br>Avoid Opening or Breaking Container<br>Breathing Asbestos is Hazardous to Your Health                                                                              |
| Second Label: | DANGER<br>Contains Asbestos Fibers<br>Avoid Breathing Dust<br>Cancer and Lung Disease Hazard Breathing Airborne<br>Asbestos, Tremolite, Anthophyllite or Actinolite Fibers is<br>Hazardous to Your Health |
| Third Label:  | RQ HAZARDOUS SUBSTANCE<br>Solid, NOS<br>ORM-E, NA9188<br>(Asbestos)                                                                                                                                       |
| Fourth Label: | Label each container with the name of the<br>generator (owner), the location at which the<br>waste was generated, and the approximate<br>quantity (e.g., length of piping).                               |

- C. Properly dispose of all AC pipe generated each day. All wrapped sections may be stored in a secure, locked enclosure pending disposal, if authorized by the Owner. At no time are sections or pieces of AC pipe to be left on the project site unwrapped and unsecured at the end of the day.

- D. All vehicles and/or containers used to haul asbestos containing waste material shall be lined with a minimum of 6-mil polyethylene layer.
- E. Label trucks used to transport asbestos-containing waste material during loading and unloading as follows (refer to 29 CFR 1910.145 (d) (4) for sign format):

DANGER  
Asbestos Dust Hazard  
Cancer and Lung Disease Hazard  
Authorized Personnel Only

- F. The Contractor must label all disposal containers with the approximate quantity (e.g., length of pipe) of asbestos-containing waste material contained, using the same unit basis as the project's Schedule of Values.

### 3.05REGULATIONS

- A. Environmental Protection Agency: 40 CFR Part 61 National Emission Standards for Hazardous Pollutants; Asbestos NESHAP Revision Final Rule, November 20, 1990.
- B. Occupational Safety and Health Administration: 29 CFR 1926.1100 - Asbestos, Construction Industry Standard.
- C. Department of Business and Professional Regulation, Chapter 469 Florida Statutes, Licensure of Consultants and Contractors.

### **END OF SECTION**

## SECTION 02060

### OUT-OF-SERVICE UTILITY PIPING AND STRUCTURES

#### PART 1 - GENERAL

##### 1.01 SCOPE

- A. The work under this Section consists of the furnishing of all labor, materials, equipment, and incidentals required to place out of service, remove, and/or disposal of existing utility pipelines, conduits, and structures as shown on the Drawings and as specified herein.

##### 1.02 RELATED SECTIONS

Section 02012            Handling and Disposal of Asbestos Cement Pipe

##### 1.03 QUALITY ASSURANCE

- A. Permits and Licenses: The Contractor shall furnish two copies of all permits, one copy to the Engineer and one copy to the Owner, prior to the commencement of the Work.
- B. Asbestos Abatement Contractor: All removal or placement out of service of asbestos pipe material shall be performed by a licensed asbestos abatement contractor registered in the State of Florida.
- C. Standards: The Contractor shall comply with the following minimum standards:
  - 1. Florida Administrative Code. Chapter 62-257, "Asbestos"
  - 2. National Emission Standards Hazardous Pollution (NESHAP), 40 CFR Part 61, Subpart M
  - 3. Occupational Safety and Health Act, 29 CFR Part 1926
  - 4. Environmental Protection Agency (EPA) Asbestos Abatement Worker Protection Rule
  - 5. Florida Statute 469.004
- D. Supervision: It shall be the responsibility of the Contractor to provide supervision and inspections to ensure that the existing piping is removed and disposed of or placed out of service as designated on the Drawings and as specified herein.

##### 1.04 SUBMITTALS

- A. Shop Drawings: Shop drawings shall be submitted to the Engineer and the Owner for approval prior to the commencement of construction for the following items:
  - 1. Flowable fill (grout) in accordance with the City of Ocoee's Engineering Standards Manual
  - 2. Caps and Plugs
  - 3. Asbestos Abatement Contractor Credentials

## PART 2 – PRODUCTS

(Not Used)

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. Contractor shall coordinate placing out of service and removal of piping and structures with the Engineer and the Owner. Scheduling of pipe/structure removal shall be commensurate with utility relocations/installations, roadway construction, and bridge construction all in concert with the approved maintenance of traffic plan.
- B. Contractor shall inspect the existing conditions of the project, including elements subject to damage or to movement during construction activity. After uncovering the Work, Contractor shall inspect condition affecting prosecution of the Work and report unsatisfactory or questionable conditions to the Engineer in writing. Do not proceed with the Work until the Engineer has provided further instructions.

### 3.02 REMOVAL AND DISPOSAL

- A. Pipe and structures designated in the plans to be removed and disposed by the Contractor shall be completely drained and the contents properly disposed of offsite. Removal of pipe shall include removal of fittings, valves, thrust blocking, encasement material, and other attachments.
- B. Salvageable piping and valves shall be stored on site by the Contractor for pick up by the Owner. Contractor shall notify the Owner within 72 hours of excavation/removal that salvable material is stored on site for pick up.
- C. Materials containing asbestos shall be removed and disposed by a licensed asbestos abatement contractor or subcontractor in accordance with the standards referenced in paragraph 1.03(D) of this Section.



### 3.03 PLACEMENT OUT OF SERVICE

- A. Piping designated on the Drawings to be “placed out of service” shall be left in place, drained, and its contents properly disposed. Segments requiring removal shall be accomplished in accordance with paragraph 3.02 of this Section. All pipe that are designated to be completely filled with grout shall be plugged at each end in a manner acceptable to the Engineer and the Owner. Shop drawings for all caps and plugs shall be submitted to the Engineer and the Owner for approval.
- B. Grout for pipes placed out of service shall be flowable Portland cement grout and shall be in accordance with the City of Ocoee’s Engineering Standards Manual.
- C. Abandoned pipes, valves, fittings, and appurtenances to be removed shall be removed and disposed of offsite by the Contractor in accordance with all applicable local, state, and federal regulations. All trenching or disturbed ground due to removal shall be backfilled, compacted, and restored to original condition. The cost of removal and disposal of pipe, valves, fittings and appurtenances, compaction and restoration shall be included in the cost of pipe removal.

### **END OF SECTION**

**SECTION 02100**  
**SPECIFIC TECHNICAL SPECIFICATION**  
**(Engineering Standards Manual)**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. The City of Ocoee Engineering Standards Manual, a separately covered document, shall be an integral part of the Contract Documents for this project.
- B. Engineering Standards Manual has been included as part of the bid documents in PDF format. Contractor may obtain an additional PDF formatted Engineering Standards Manual from the City of Ocoee Utilities Department.
- C. The Engineering Standards Manual (latest version at the time of bidding the project) is intended to provide construction and material standards, material and systems testing procedures, and construction requirements.
- D. It shall be the Contractor's responsibility to provide/perform all labor, work and material in conformance with the requirements of Engineering Standards Manual.
- E. The City of Ocoee Engineering Standards Manual's purpose is to provide direction to the development community for the improvements to be dedicated and/or maintained by the City and to supplement contract documents with specifications, materials, and testing requirements. The contractor shall interpret applicable references to Developer, Owner and/or Developer's personnel including Engineer as "Contractor". Any reference within the Engineering Standards Manual to "City Engineer" and/or "Engineer" shall mean "Utilities Director".

**END OF SECTION**

## SECTION 03306

### GROUT-IN-PLACE PIPES TO BE ABANDONED

#### PART 1 -- GENERAL

##### 1.01 SCOPE

- A. The Contractor shall grout in-place pipes to be abandoned as so designated on the Drawings and as specified. The Contractor shall be responsible for all materials, labor, supervision, and equipment required for the orderly abandonment shown on the Drawings and described herein.
- B. The Contractor is responsible for removing and/or abandoning existing valve and fire hydrant components associated with the subject grout-in-place pipes as shown on the Drawings.

##### 1.02 SUBMITTALS

- A. The Contractor shall submit a Grouting Plan for carrying out the work. Said Grouting Plan shall include a schedule and a detailed description of the methods proposed by the Contractor to accomplish this work. The grouting plan shall include technical information for equipment and operational procedures including projected slurry injection rate, grout pressure, method of controlling grout pressure, bulkhead and vent design, and number of stages of grout application as well as location of grout ports. This Grouting Plan shall be reviewed and approved by the Engineer prior to initiating work.
- B. The Contractor shall also submit the following:
  - 1. Grout mix design in accordance with the City of Ocoee's Engineering Standards Manual.
  - 2. Certified current chemical analysis of the Portland Cement proposed for use.
  - 3. Aggregate test results showing compliance with required standards.
  - 4. Manufacturer's data on all admixtures stating compliance with required standards.

## PART 2 -- PRODUCTS

### 2.01 MATERIALS

- A. Materials for grout used to fill-in pipes to be abandoned shall conform to the requirements of the City of Ocoee's Engineering Standards Manual.
- B. Grout used for the abandonment of pipe shall be of "Flowable Fill, self-levelling, non-shrink" type meeting the following characteristics:
  - 1. Portland Cement content: 100-150 lbs per cubic yard.
  - 2. Compressive Strength at 28 Days: 75-150 lbs per square inch.
  - 3. Coarse Aggregate: None.
  - 4. Fine Aggregate: Limestone Screenings
- C. If acceptable to Owner and Engineer, Contractor may propose the usage of a low strength fine grout mix to allow for grouting of longer distances and/or smaller diameter piping. Low strength fine grout shall have compressive strength of 3,000 psi maximum.

## PART 3 -- EXECUTION

### 3.01 PAVEMENT REMOVAL AND REPLACEMENT

- A. Pavements, including all surface courses and base courses, which require removal due to excavations necessary to expose sections piping to be abandoned, shall be cut straight, clean and square with a power saw or other tools suitable for the work.
- B. Sub-grade preparation, limerock, bituminous prime coat and asphaltic concrete course shall be in accordance with Section 02510, Asphaltic Concrete Pavement.

### 3.02 EXCAVATION

- A. Extent of excavation of piping to be grouted in-place shall be the minimum required for successful completion of the work. Backfilling shall be in accordance with Section 02222. Maintenance of Traffic and protection of work shall be as specified in the Contract Documents.

### 3.03 GROUTING-IN-PLACE PIPES TO BE ABANDONED

SP:41154-002S03306:02-14-2024

Lakewood/Rewis Water Main Replacement-  
Federal Grant Funded ARPA Project  
ITB #24-005

- A. A pressure grout pump (of suitable size) shall be utilized in the grouting of existing pipes. Unless approved otherwise by the Engineer, the grout shall be pumped into the pipe from the inlet end to the receiving end (exit end) without intermediate pour points, but not exceeding 200 feet in length (unless approved by the Engineer). Samples of the outgoing water (exit end) shall be made until the existing grout mix is observed which is similar (i.e. within 90% of same density or other method approved by the Engineer) to the grout being injected at the inlet end. The cost of the testing, including labor and testing equipment (scales) shall be provided by the Contractor.
- B. Pump grout through bulkheads or caps/plugs constructed for placement of two 2-inch PVC pipes or use other suitable construction methods to contain grout in lines to be abandoned. These pipes will act as injection points or vents for placement of grout. Existing water services may also be used as injection points for grout placement.

**END OF SECTION**





**SECTION 03020**  
**SPECIFIC DESCRIPTION OF METHOD OF PAYMENTS**

*The following table shall be used for the basis of payment per Bid Items:*

| BID ITEM NO.                                | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General Items</b>                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p style="text-align: center;"><b>1</b></p> | <p><b>Bid Item No. 1: Mobilization/Demobilization</b></p> <p>Pay Item shall consist of the preparation and operation for mobilization to begin work on the project, including, but not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary, the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. This Pay Item shall also include the securing of any temporary storage sites for equipment and material for the project and the appropriate protection of the storage sites and their return to as good if not better condition prior to mobilizing to the project site. Demobilization shall consist of removing temporary facilities from the site.</p> <p>The amount of this bid item shall not exceed five percent (5%) of the total bid for the project.</p> <p>Payment for Item No. 1 shall be as a <b>Lump Sum</b> paid at 50% of the bid item upon mobilizing to the project site with the remaining costs spread proportionately per month through the duration of the project.</p> |

Lakewood/Rewis Water Main Replacement  
Federal Grant Funded ARPA Project  
ITB #24-005

03020-1

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | <p><b>Bid Item No.2: General Requirements (Administration)</b></p> <p>Pay Item shall consist of the cost to secure the required bonds, insurance, and any other preconstruction expenses necessary for the start of work, excluding the cost listed under pay item #1 and for construction materials. In addition, payment for the CONTRACTOR's overhead costs related specifically to this Contract shall be included in this pay item. Indemnification costs are also part of this bid item.</p> <p>Work under this item shall include all efforts to obtain required permit(s) for this project. Required permit fees are to be paid by the City.</p> <p>Payment for item No. 2 shall be paid in <b>Lump Sum</b> at the start of the project.</p>                                                                                                                                                                                                             |
| 3 | <p><b>Bid Item No. 3: Maintenance of Traffic</b></p> <p>Pay Item shall cover all work, material signage, traffic control(s) and flagging personnel for the maintenance of traffic, both vehicular and pedestrian, associated with Contractor's work. Maintenance of Traffic shall be in accordance with FDOT Standards, the Manual on Uniform Traffic Control Devices and the Contract Documents. The Contractor shall be required to have an FDOT-certified individual prepare a Maintenance of Traffic Plan which shall be approved by the City.</p> <p>This pay item also includes the cost of any flyers and/or handouts to the residents, fencing, signs, markings, and other items necessary to secure each work site, and to notify the vehicular and walking public as to the hazards present.</p> <p>Payment for Item No. 3 shall be paid as a <b>Lump Sum</b> with the costs spread proportionately per month through the duration of the project.</p> |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | <p><b>Bid Item No. 4: Erosion Control</b></p> <p>Pay Item shall include preparation and implementation of stormwater pollution prevention control plan, including installing, monitoring, inspecting, and reporting, and maintaining all erosion and sediment control measures throughout the duration of the project and the complete and proper removal of control items prior to demobilization.</p> <p>Payment for Item No. 4 shall be paid in <b>Lump Sum</b> with the costs spread proportionately per month through the duration of the project.</p>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5 | <p><b>Bid Item No. 5: Construction Photographs and Audio – Visual Recording</b></p> <p>Pay Item shall covers furnishing all labor, materials, and supervision necessary for preparing and submitting construction photographs and audio-visual documentation in accordance with the requirements of the specifications, including, but not limited to, the affected construction area and private areas adjacent to the Work. Construction photography and video shall be submitted in High-Definition Quality.</p> <p>Payment for Item No. 5 shall be paid in <b>Lump Sum</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6 | <p><b>Bid Item No.6: Survey (Horizontal and Vertical Controls &amp; As-Builts)</b></p> <p>Pay Item shall cover Contractor expense for the service of a Florida Licensed Professional Land Surveyor to provide needed construction layout, including, but not limited to right-of-way lines and easements; periodical surveys during construction to assure proper location and grades for improvements; ongoing data collection to complete As-Built plans; the preparation of temporary redlined As-Built plans and final As-Builts in accordance with Section 3 of the Engineering Standards Manual. The red line markups shall be submitted for review with each application for progress payment.</p> <p>The surveys and As-Builts shall show the new construction, existing infrastructure, deletion or alteration of infrastructure, and the related properties of the infrastructure. Record drawings shall include certifications from the Surveyor and the Contractor.</p> |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <p>Payment for Item No. 6 shall be paid in <b>Lump Sum</b> paid at 33% of the bid item at the final acceptance of the As-Built by the City's representative with the remaining costs spread proportionately per work accomplished through the duration of the project.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 7-9 | <p><b>Bid Item No. 7: Abandon Existing 6" Asbestos Cement Water Main in Place</b></p> <p><b>Bid Item No. 8: Abandon Existing 4" PVC Water Main in Place</b></p> <p><b>Bid Item No. 9: Abandon Existing 2" Galvanized Steel Water Main in Place</b></p> <p>Pay Items shall include furnishing all labor, materials, and equipment and complete abandonment of the existing pipeline including, but not limited to; clearing and grubbing (unless otherwise covered), dewatering, excavation, tree and landscaping protection, trimming or removal, utility support and protection, sheeting, shoring, bracing, backfilling, rough grading, compaction, finish grading, pavement, sidewalk, flushing, cleaning, pressure testing, disinfection, cleanup, asbestos cement safe handling, and additional work incidental thereto. Also included in this item is the complete draining and properly disposing of pipe contents; grout filling, emptying, draining, and plugging or capping of existing pipes of all services and sizes.</p> <p>Payment for Items No. 7, 8 and 9 shall be paid per <b>Linear Feet</b> of pipe abandoned. Measurements shall be made based on project stationing (plan view depiction) along the centerline of the pipe to the nearest linear foot.</p> |
| 10  | <p><b>Bid Item No. 10: Removal and Disposal of 6" Asbestos Cement Water Main</b></p> <p>Pay Item shall include furnishing all labor, materials and equipment required to properly remove and dispose of the 6" AC water main. The work includes removal of the existing water main and fittings, existing valves and valve boxes, and other appurtenances attached to the existing water main, capping the existing abandoned service, coordination with the City for any required shutoff/valve operation, etc. including but not limited to clearing and grubbing (unless otherwise covered), dewatering, excavation, tree and landscaping protection, trimming or removal, utility support and protection, sheeting, shoring, bracing, backfilling, rough grading, compaction, finish grading, pavement, sidewalk, sodding, cutting and capping of piping, backfill and compaction, temporary debris protection, loading and hauling to a disposal site, excavations, and all other work incidental thereto. Also included in this item is the complete draining and properly disposing of pipe contents.</p>                                                                                                                                                                 |

Lakewood/Rewis Water Main Replacement  
Federal Grant Funded ARPA Project  
ITB #24-005

03020-4

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <p>Unit of measurement for this Pay Item shall be lineal feet of pipe removed and properly disposed by a properly licensed asbestos contractor as required by the contract documents and as measured horizontally at the surface and as indicated on the plans.</p> <p>Payment for item No. 10 shall be paid per <b>Linear Feet</b> of pipe removed and properly disposed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>11</b> | <p><b>Bid Item No. 11: Removal and Disposal of 2" Galvanized Steel Water Main</b></p> <p>Pay Item shall include furnishing all labor, materials and equipment required to properly remove and dispose of the 2" GS water main. The work includes removal of the existing water main and fittings, existing valves and valve boxes, and other appurtenances attached to the existing water main, including but not limited to clearing and grubbing (unless otherwise covered), dewatering, excavation, tree and landscaping protection, trimming or removal, utility support and protection, sheeting, shoring, bracing, backfilling, rough grading, compaction, finish grading, pavement, sidewalk, sodding, cutting and capping of piping, backfill and compaction, temporary debris protection, loading and hauling to a disposal site, excavations, and all other work incidental thereto. Also included in this item is the complete draining and properly disposing of pipe contents.</p> <p>Unit of measurement for this Pay Item shall be lineal feet of pipe removed and properly disposed as measured horizontally at the surface and as indicated on the plans.</p> <p>Payment for item No. 11 shall be paid per <b>Linear Feet</b> of pipe removed and properly disposed.</p> |

12

**Bid Item No. 12: Removal and Disposal of 4" PVC Water Main**

Pay Item shall include furnishing all labor, materials and equipment required to properly remove and dispose of the 4" PVC water main. The work includes removal of the existing water main and fittings, existing valves and valve boxes, and other appurtenances attached to the existing water main, including but not limited to clearing and grubbing (unless otherwise covered), dewatering, excavation, tree and landscaping protection, trimming or removal, utility support and protection, sheeting, shoring, bracing, backfilling, rough grading, compaction, finish grading, pavement, sidewalk, sodding, cutting and capping of piping, backfill and compaction, temporary debris protection, loading and hauling to a disposal site, excavations, and all other work incidental thereto. Also included in this item is the complete draining and properly disposing of pipe contents.

Unit of measurement for this Pay Item shall be lineal feet of pipe removed and properly disposed as measured horizontally at the surface and as indicated on the plans.

Payment for item No. 12 shall be paid per **Linear Feet** of pipe removed and properly disposed.



|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>13-15</b></p> | <p><b>Bid Item No. 13: Furnish and Install 4" Dia. DI Water Main</b></p> <p><b>Bid Item No. 14: Furnish and Install 6" Dia. DI Water Main</b></p> <p><b>Bid Item No. 15: Furnish and Install 8" Dia. DI Water Main</b></p> <p>Pay Items shall include furnishing all labor, materials, and equipment required for the open cut installation of ductile iron water main in the location shown on the plans. This may include, but is not limited to, dewatering, exploratory excavations, verifying location and depth of existing utilities, excavating, backfilling, and compaction, properly color coded pipe, pipeline identification and warning tape/wire, pipe joining, fittings, stainless steel pipe stiffeners, flange adapters, utility support and protection, installation of pipe by open cut methods, disposal of removed material and fluids, connecting to pipes at each end of the pipe, testing, disinfection, bacteriological sampling, sodding, restoration and cleanup and all other work incidental thereto.</p> <p>Unit of measurement for this Pay Item shall be lineal feet of pipe installed as measured horizontally at the surface and as indicated on the plans. Any additional length that may be needed for entry, exit and depth are to be included as a part of the overall cost of the installation. Setup areas are incidental to the work and are to be included in the installation bid price.</p> <p>Measurement and payment for ductile iron fittings, gate valves, removal and replacement of sidewalks, curb and gutters, and pavement shall be through separate pay item.</p> <p>Payment for Item No. 13, 14 and 15 shall be measured and paid per <b>Linear Feet</b> of pipe installed. Payment shall be made as follows: Pipe installation - 75%; Connections and Testing -15%; and after Final Restoration - 10%.</p> |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16-18 | <p><b>Bid Item No. 16: Connections to 2" GS or PE Water Main</b></p> <p><b>Bid Item No. 17: Connections to 4" PVC Water Main</b></p> <p><b>Bid Item No. 18: Connections to 6" AC Water Main</b></p> <p>Pay Items shall include furnishing all labor, materials, and equipment required for the open cut connections to the existing water mains. This includes, but not limited to; clearing and grubbing (unless otherwise covered), dewatering, excavation, tree and landscaping protection, trimming or removal, utility support and protection, sheeting, shoring, bracing, backfilling, rough grading, compaction, finish grading, pavement, sidewalk, flushing, cleaning, pressure testing, disinfection, cleanup, asbestos cement safe handling, restrained couplings, transition couplings, adapters, sodding, existing pipe restraints, 2" polyethylene pipe, tapped plugs, and additional work or fittings incidental thereto.</p> <p>Payment for Items No. 16, 17, and 18 shall be paid per <b>Each</b> connection.</p> |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>19-23</b></p> | <p><b>Bid Item No. 19: 8" x 6" DI Tee</b></p> <p><b>Bid Item No. 20: 8" x 4" DI Tee</b></p> <p><b>Bid Item No. 21: 6" x 6" DI Tee</b></p> <p><b>Bid Item No. 22: 4" x 4" DI Tee</b></p> <p><b>Bid Item No. 23: 6" x 4" DI Tee</b></p> <p>Pay Items shall include furnishing and installing all labor, equipment and materials necessary for installing fittings including dewatering, excavation, sheeting, shoring, bracing, compaction, saw cutting of roadway, gasket, seals, nuts, bolts and other appurtenances, coatings, thrust restraint, identification and warning tape, leakage testing, restoration and cleanup.</p> <p>Payment for Item No. 19 20, 21, 22 and 23 shall be paid <b>Each</b>.</p> |
| <p><b>24-27</b></p> | <p><b>Bid Item No. 24: 8" Gate Valve and Box</b></p> <p><b>Bid Item No. 25: 6" Gate Valve and Box</b></p> <p><b>Bid Item No. 26: 4" Gate Valve and Box</b></p> <p><b>Bid Item No. 27: 2" Gate Valve and Box</b></p> <p>Pay Items shall include furnishing and installing all labor, equipment, and materials necessary for dewatering, excavation, sheeting, shoring, bracing, backfill, compaction, installation of valve and valve box, square nut, accessories, thrust restraint, testing, restoration and cleanup.</p>                                                                                                                                                                                   |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | Payment for Items No. 24, 25, 26, and 27 shall be paid <b>Each</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>28</b> | <p><b>Bid Item No. 28: 8" x 6" DI Reducer</b></p> <p>Pay Item shall include furnishing and installing all labor, equipment and materials necessary for installing fittings including dewatering, excavation, sheeting, shoring, bracing, compaction, saw cutting of roadway, gasket, seals, nuts, bolts and other appurtenances, coatings, thrust restraint, identification and warning tape, leakage testing, restoration and cleanup.</p> <p>Payment for Item No. 28 shall be paid <b>Each</b>.</p> |

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>29-30</b></p> | <p><b>Bid Item No. 29: 6" Plug</b></p> <p><b>Bid Item No. 30: 8" Plug</b></p> <p>Pay Items shall include furnishing and installing all labor, equipment and materials necessary for installing fittings including dewatering, excavation, sheeting, shoring, bracing, compaction, saw cutting of roadway, gasket, seals, nuts, bolts and other appurtenances, coatings, thrust restraint, identification and warning tape, leakage testing, restoration and cleanup.</p> <p>Payment for Items No. 29 and 30 shall be paid <b>Each</b>.</p>                                                                                                                                                                                                                                            |
| <p><b>31-32</b></p> | <p><b>Bid Item No. 31: 4" Cap and Blow Off Assembly Including Box</b></p> <p><b>Bid Item No. 32: 6" Cap and Blow Off Assembly Including Box</b></p> <p>Pay Items shall include furnishing and installing all labor, equipment and materials necessary for installing the blow-off assemblies in accordance with Detail 12 (UT203) of the Contract Documents and all other requirements in the Contract Documents. The work includes, but is not limited to, dewatering, excavation, sheeting, shoring, bracing, compaction, saw cutting of roadway, gasket, seals, nuts, bolts and other appurtenances, coatings, thrust restraint, identification and warning tape, leakage testing, restoration, and cleanup.</p> <p>Payment for Items No. 31 and 32 shall be paid <b>Each</b>.</p> |

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>33-34</b></p> | <p><b>Bid Item No. 33: 8" x 2" Service Saddle</b></p> <p><b>Bid Item No. 34: 6" x 2" Service Saddle</b></p> <p>Pay Items shall be made at the unit price per tapping saddle and valve installed including all materials, labor, and equipment required to perform the work in accordance with the Contract Documents. The work includes all service saddles, fittings, restraints, spool pieces, hardware, excavation, backfill, compaction, testing and work incidental thereto.</p> <p>Payment for Item No. 33 and 34 shall be paid <b>Each</b>.</p>                               |
| <p><b>35-37</b></p> | <p><b>Bid Item No. 35: 2" Line Stops</b></p> <p><b>Bid Item No. 36: 4" Line Stops</b></p> <p><b>Bid Item No. 37: 6" Line Stops</b></p> <p>Pay Item shall be made at the unit price per each line stop installed including all materials, labor, and equipment required to perform the work in accordance with the Contract Documents. The work includes all line stops, bypasses, cutting and capping of pipe, restraints, hardware, excavation, backfill, compaction, testing and work incidental thereto.</p> <p>Payment for Item No. 35, 36 and 37 shall be paid <b>Each</b>.</p> |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 38 | <p><b>Bid Item No. 38: General DI Fittings</b></p> <p>Pay Item shall include furnishing all labor, equipment, and materials necessary for installing fittings including dewatering, excavation, sheeting, shoring, bracing, compaction, saw cutting of roadway, gasket, seals, nuts, bolts and other appurtenances, coatings, thrust restraint, existing pipe restraints, identification and warning tape, leakage testing, restoration, and cleanup. Unit of measurement is tons. The weight shall be as indicated in the manufacturing standards and shall include the weight of accessories including thrust restraint.</p> <p>This pay item shall not include fittings that are specifically addressed in the plans and are compensated under other Bid Items including thrust restraints.</p> <p>Payment for Item No. 38 shall be measured and paid per <b>Ton</b>.</p> |
| 39 | <p><b>Bid Item No. 39: Fire Hydrant Assembly</b></p> <p>Pay Item shall cover all material, labor, and equipment to install fire hydrant which shall include hydrant, assembly, hydrant valve(s), gaskets, restraining glands, sodding and all other items as shown on Detail 11 (UT201) of the Contract Drawings and in accordance with all other requirements in the Contract Documents</p> <p>Payment for Item No. 39 shall be paid <b>Each</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 40 | <p><b>Bid Item No. 40: 2" Air Release Valve Assembly</b></p> <p>Pay Item shall be made at the unit price per each 2" air release valve assembly furnished and installed including all materials, labor, and equipment required to perform the work. The work includes all excavation, valve installation, piping, fittings, tapping saddle, valve box, concrete, valve enclosure, backfill, compaction, materials, testing, sodding and work incidental thereto as shown on Detail 13 (UT204a) of the Contract Drawings and in accordance with all other requirements in the Contract Documents.</p> <p>Payment for Item No. 40 shall be paid <b>Each</b>.</p>                                                                                                                                                                                                               |



41

**Bid Item No. 41: Double 1" P.E. Service**

Pay Item shall be for the installation of a 1" PE double -service. Installed location shall be in general conformance with the Drawings and Specifications and as directed by City's representative. The unit prices to be paid for this pay item shall include all labor, equipment, materials, excavation, backfill, compaction, dewatering, shoring, polyethylene pipe, connection to proposed main piping, corporation stops, curb stop locks, service saddles, fittings, curb stop lock, boring, locate wire, sodding, flushing of individual water services, testing, and any necessary incidentals to provide completed water service from main to meter location for two connections.

Meter and meter box are existing. If new meter boxes are required, they shall be provided and installed by others. Curb stops, 90 deg brass fittings, and brass horns will be provided by others.

Payment for Item No. 41 shall be paid **Each**.

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>42</b></p> | <p><b>Bid Item No. 42: Single 1" P.E. Service</b></p> <p>Pay Item shall for the installation of a 1" PE single-service connection. Installed location shall be in general conformance with the Drawings and Specifications and as directed by City's representative. The unit prices to be paid for this pay item shall include all labor, equipment, materials, excavation, backfill, compaction, dewatering, shoring, polyethylene pipe, connection to proposed main piping, corporation stops, service saddles, fittings, curb stop lock, boring, locate wire, sodding, flushing of individual water services, testing, and any necessary incidentals to provide completed water service from main to meter location for single connections.</p> <p>Meter and meter box are existing. If new meter boxes are required, they shall be provided and installed by others. Curb stops, 90 deg brass fittings, and brass horns will be provided by others.</p> <p>Payment for Item No. 42 shall be paid <b>Each</b>.</p> |
| <p><b>43</b></p> | <p><b>Bid Item No. 43: Remove and Replace Concrete Sidewalk 4" Thick</b></p> <p>Pay Item shall include furnishing and installing all labor, equipment and materials necessary for removal and complete in-kind replacement of 4" thick concrete sidewalk. This includes saw cutting, removal, proper disposal of removed materials, compaction, forming, concrete replacement, ADA ramps, finishing, restoration, compaction, clean up and all other work in accordance with the FDOT Design Standards, latest edition. The new sidewalks shall match the width of the existing walkways. Pedestrian traffic may not be impeded by construction activities; thus, sidewalk detours and temporary sidewalks may be necessary.</p> <p>Payment for Item No. 43 shall be measured and paid per <b>Square Yard</b>.</p>                                                                                                                                                                                                     |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 44 | <p><b>Bid Item No. 44: Remove and Replace Concrete Driveways 6" Thick</b></p> <p>Pay Item shall include furnishing and installing all labor, equipment and materials necessary for removal and replacement complete or a portion of concrete driveways and sidewalks through the width 6" thick concrete, as shown on the Contract Drawings. This includes saw cutting, if required, removal and proper disposal of removed materials, compaction, forming, reinforcement, driveway material replacement, finishing, restoration, clean up, and all other work in accordance with the FDOT Design Standards, latest edition. The new driveway shall match the width of the existing driveway. Pedestrian traffic and access to properties may not be impeded by construction activities; thus, detours or temporary sidewalks may be necessary.</p> <p>Payment for Item No. 44 shall be measured and paid per <b>Square Yard</b>.</p>       |
| 45 | <p><b>Bid Item No. 45: Remove and Replace Driveways</b></p> <p>Pay Item shall include furnishing and installing all labor, equipment and materials necessary for removal and replacement complete or a portion of gravel and paver driveways with 6" thick concrete or sod as shown on the Contract Drawings. This includes saw cutting, if required, removal and proper disposal of removed materials or stockpiling of pavers if required, compaction, forming, reinforcement, driveway material replacement, finishing, restoration, clean up, and all other work in accordance with the FDOT Design Standards, latest edition. The new driveway shall match the width of the existing driveway. Pedestrian traffic and access to properties may not be impeded by construction activities; thus, detours or temporary sidewalks may be necessary.</p> <p>Payment for Item No. 45 shall be measured and paid per <b>Square Yard</b>.</p> |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 46 | <p><b>Bid Item No. 46: Removal and Disposal of Existing Fire Hydrants</b></p> <p>Pay Item shall include furnishing all labor, materials and equipment required to properly remove and dispose of the fire hydrants in accordance with Detail 20 and all other requirements in the Contract Documents. The work includes removal of the existing fire hydrant and appurtenances attached to the existing water main, cutting and capping of piping, backfill and compaction, temporary debris protection, loading, and hauling to a disposal site, excavations, and all other work incidental thereto.</p> <p>Payment for Item No. 46 shall be measured and paid per <b>Each</b>.</p>                                                     |
| 47 | <p><b>Bid Item No. 47: Removal and Replacement of Asphalt</b></p> <p>Pay Item shall include all labor, materials, and equipment necessary for removing, disposal and replacement of asphalt as specified in the Drawings to the limits as directed to accommodate the pipeline installation. This item shall include saw cutting, grading, subgrade preparation and compaction; base rock preparation and compaction, placing of asphalt surface including areas of stamped asphalt as shown on the Contract Documents. Replacement pavement restoration shall tie into existing roadway and be restored to pre-construction conditions or better.</p> <p>Payment for Item No. 47 shall be measured and paid per <b>Square Yard</b>.</p> |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 48   | <p><b>Bid Item No. 48: General Restoration</b></p> <p>Pay Item shall include all labor, materials, and equipment necessary to completely restore the site. The work includes miscellaneous concrete and asphalt, curb and gutters, signage, mailboxes, landscaping, root pruning, tree protection and removal, materials, labor, tools, and equipment required to completely restore the site.</p> <p>Measurement and payment for sodding shall be made through individual pay items. No additional compensation shall be allowed.</p> <p>Payment for Item No. 48 shall be paid in <b>Lump Sum</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 49   | <p><b>Bid Item No. 49: Utility Coordination</b></p> <p>Pay Item shall include all the work required for utility coordination. The work includes coordination with utility providers, all labor, materials, and equipment necessary to relocate, protect and support all existing utilities exposed, unearthed, or otherwise affected by the project.</p> <p>Payment for Item No. 49 shall be paid in <b>Lump Sum</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ALT1 | <p><b>Bid Item No. ALT1: Mobilization / Demobilization and General Requirements and Restoration</b></p> <p>Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall</p> |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | <p>be <u>included</u> under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.</p> <p>The <b>lump-sum</b> mobilization Bid Price in the Proposal should be limited to a maximum of five percent (5%) of the total Contract Price. Mobilization costs, estimated by the Contractor, that exceed five percent (5%) may be proportioned among and included within other pay item unit prices of the Contract. If the Contractor elects to exceed the five percent (5%) limit on the mobilization Bid Item, the amount exceeding this limit will be paid upon Final Acceptance of the Work. The City will evaluate the Total Alternate Bid as the basis of review and award provided the total alternate bid is within budget. For clarification, Mobilization shall be 5% of the total alternate bid amount.</p> |
| <b>ALT2</b> | <p><b>Bid Item No. ALT2: 1.5" Milling (Max)</b></p> <p>Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per <b>square yard (SY)</b>, and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a <u>MAXIMUM</u> of 1.5" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. All milled material shall be dumped at the City's Wastewater Treatment Plant at the location specified by the City. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>ALT3</b></p> | <p><b>Bid Item No. ALT3: 1.5" Resurface Type SP-12.5 Asphalt Paving including Tack</b></p> <p>Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per <b>square yard (SY)</b> placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the City or City's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.</p> |
| <p><b>ALT4</b></p> | <p><b>Bid Item No. ALT4: Temporary Striping and Thermoplastic Final Striping</b></p> <p>Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract <b>Lump Sum (LS)</b>, and shall be placed and accepted, based on the <u>existing striping</u> along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.</p>                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p><b>ALT5</b></p> | <p><b>Bid Item No. ALT5: Removal and Replacement of Temporary Asphalt on Flewelling Avenue</b></p> <p>Pay Item shall include all labor, materials, and equipment for removing, disposal and replacement of asphalt as specified in the Drawings to the limits as directed to accommodate the pipeline installation on Flewelling Avenue with the application of a cold mix overlay in accordance with the specifications. This item shall also include saw cutting, grading, subgrade preparation and compaction; base rock preparation and compaction, traffic signalization repair, temporary striping and markings and ongoing maintenance/repairs until milling and resurfacing at conclusion of the project.</p> <p>Payment for Item No. ALT5 shall be measured and paid per <b>Square Yard</b>.</p>                                              |



|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>ALT6</b></p> | <p><b>Bid Item No. ALT6: Removal and Replacement of Asphalt on Rewis St. (Replaces Bid Item No. 47)</b></p> <p>Pay Item shall only be used if Alternate Bid is awarded and shall include all labor, materials, and equipment necessary for removing, disposal and replacement of asphalt on Rewis St. as specified in the Drawings to the limits as directed to accommodate the pipeline installation. This item shall include saw cutting, grading, subgrade preparation and compaction; base rock preparation and compaction, placing of asphalt surface including areas of stamped asphalt as shown on the Contract Documents. Replacement pavement restoration shall tie into existing roadway and be restored to pre-construction conditions or better.</p> <p>Payment for Item No. ALT6 shall be measured and paid per <b>Square Yard</b>.</p> |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SECTION 00840  
INSTRUCTION FOR CONTRACT FORMS

PART 1 – GENERAL

1.01 INSTRUCTIONS FOR NOTICE OF AWARD

- A. The Notice of Award notifies the Contractor that the City Commission has awarded the bid to your company. The Notice of Award contains specific instructions on the requirements for the contract documents and pre-construction meeting.
- B. The contract will accompany the Notice of Award. The Contractor will sign the contract documents and return along with the required insurance certificate, and performance and payment bonds, if required, and any other documents required to finalize the contract documents.

1.02 INSTRUCTIONS FOR NOTICE TO PROCEED

- A. Upon receipt and acceptance of all signed contract documents, including certificate of insurance, and a Certified Copy of the recorded performance and payment bonds, the City will issue a Notice to Proceed.
- B. The Notice to Proceed will contain the start date, substantial completion, and final completion dates for the project.
- C. Contractor is to sign, date, and return the Notice to Proceed to the city. The Notice to Proceed will become a part of the contract documents.

1.03 INSTRUCTIONS FOR CHANGE ORDER

- A. In the event a change, modification, deletion and/or increase in material, labor, and/or equipment is needed or requested by the City, the City may seek pricing and/or credit from the Contractor.
- B. If pricing is acceptable by the Engineer, City shall prepare either Form 00842a or Form 00842b “CHANGE ORDER” located in Appendix “A” Contract Forms, and obtain necessary authorization from either the City Manager or City Commission, whichever is applicable, based on approving authority.
- C. Change Order will be executed by Contractor and amended into the contract documents.

1.04 INSTRUCTIONS FOR CERTIFICATE OF SUBSTANTIAL COMPLETION

- A. Upon final inspection and correction of deviations, the City shall prepare Form 00843 “CERTIFICATE OF SUBSTANTIAL COMPLETION”, located in Appendix “A” Contract Forms; where upon execution, the Contractor of the project shall be considered “Substantially Completed.”

#### 1.05 INSTRUCTIONS FOR NON-COMPLIANCE NOTICE

- A. If the Engineer determines the work and/or operations of the Contractor are not in compliance with the Contract document, and/or are being completed in an unsafe or dangerous manner, the Engineer shall provide written notification using Form 00844 “NON-COMPLIANCE NOTICE”, located in Appendix “A” Contract Forms
- B. Contractor shall respond to the “Non-Compliance Notice” within 24 hours with the assertion that the unsafe or dangerous circumstance will be corrected immediately.

#### 1.06 INSTRUCTIONS FOR FIELD ORDER - DIRECTIVE

- A. Contractor may request and/or City may provide field directives as needed, by the City providing the Contractor with a written directive, utilizing Form 00845 “FIELD ORDER/DIRECTIVE”, as located in Appendix “A” Contract Forms.
- B. Written directive shall not be a change that affects the Contract amount, unless an approved Change Order is authorized.

#### 1.07 INSTRUCTIONS FOR REQUEST FOR PROPOSED CHANGE

- A. The City, requesting a change to the Contract, including but not limited to, material, labor, and/or equipment, shall prepare Section A of Form 00847 “REQUEST FOR PROPOSED CHANGE” located in Appendix “A” Contract Forms and provide to Contractor.
- B. Contractor shall submit proposal within seven (7) days of receipt of completed Section A of Form 00847 “REQUEST FOR PROPOSED CHANGE”, including all supporting information needed by the Contractor in developing a complete proposal.
- C. Upon obtaining acceptable proposal from Contractor, the Engineer shall complete Section B of Form 00847 “REQUEST FOR PROPOSED CHANGE” and seek the applicable approval based on City Authorization Authority.

#### 1.08 INSTRUCTIONS FOR TECHNICIAN’S DAILY REPORT

- A. The Engineer or his representative shall on a daily basis review progress of the project, this includes work completed, and shall measure/confirm daily items for payment.
- B. The Engineer or his representative shall record the Contractor’s daily efforts, important issues, weather affecting the Contractor’s efforts, Contractor personnel and equipment needed for daily operations, and measure/confirm daily items for payment in Form 00848 “TECHNICIAN’S DAILY REPORT” (TDR), located in Appendix “A” Contract Forms.

- C. The Engineer or his representative shall maintain an ongoing summary of work to date based on the confirmed TDRs that shall be used for completion of the payment application per Section 00861.

D.

#### 1.09 INSTRUCTIONS FOR APPLICATION AND CERTIFICATION FOR PAYMENTS

- A. To initiate a partial payment, the Contractor shall request completed Form 00861A “APPLICATION FOR PAYMENT” and Form 00861C “SUMMARY OF VALUES TO DATE” located in Appendix “A” Contract Forms from the City. The Contractor’s request shall include the end date for the partial payment period.
- B. City shall provide completed “Application for Payment” and “Summary of Values to Date” forms for Contractor’s use.
- C. Contractor shall cover “Application for Payment” and “Summary of Values to Date” forms with fully executed Form 00861D “CONTRACTOR’S CERTIFICATION OF PAYMENT” located in Appendix “A” Contract Forms for every pay request.

#### 1.10 INSTRUCTIONS FOR CONTRACTOR’S FINAL RELEASE OF LIEN

- A. Contractor shall complete and submit Form 00863 “FINAL RELEASE OF LIEN” located in Appendix “A” Contract Forms including any required supporting information and/or release(s).

#### 1.11 INSTRUCTIONS FOR SHOP DRAWING SUBMITTAL FORM

- A. Contractor shall provide cover on all shop submittals using Form 00864 “SHOP DRAWING SUBMITTAL FORM” located in Appendix “A” Contract Forms for City approval, denial or corrections.
- B. City shall provide copy of cover back with submittals for Contractor use, and if applicable, corrections.

#### 1.12 INSTRUCTIONS FOR CERTIFICATE OF FINAL INSPECTION

- A. City will acknowledge the occurrence of a final inspection by City staff and the Contractor by completing and providing Form 00865 “CERTIFICATE OF FINAL INSPECTION” located in Appendix “A” Contract Forms. Attached to the form shall be a list of outstanding items to be completed.

#### 1.13 INSTRUCTIONS FOR CONTRACTOR REQUEST FOR INFORMATION

- A. During the project, Contractor may want more information or detail from the project designer and/or Engineer. Contractor shall request the information by

completing Form 00865 “CONTRACTOR REQUEST FOR INFORMATION” located in Appendix “A” Contract Forms

- B. City shall complete second half of form and provide copy back to Contractor with any supporting information needed to complete the request.

#### 1.14 INSTRUCTIONS FOR WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

- A. The Contractor shall obtain and provide originals of the completed Form 00879 “WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT”, located in Appendix “A” Contract Forms, from each vendor, sub-consultant and/or material supplier that provided notice to the City and/or the Contractor.

#### 1.15 INSTRUCTIONS FOR WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

- A. The Contractor shall obtain and provide originals of completed Form 00881 “WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT”, located in Appendix “A” Contract Forms, from each vendor, sub-consultant and/or material supplier that provided notice to the City and/or the contractor.

#### 1.16 INSTRUCTIONS FOR CONTRACTOR’S FINAL AFFIDAVIT

- A. Contractor shall execute and submit to the Engineer Form 00883 “CONTRACTOR’S FINAL AFFIDAVIT” located in Appendix “A” Contract Forms.

#### 1.17 INSTRUCTIONS FOR CONTRACTOR’S INTERIM AFFIDAVIT

- A. Contractor shall execute and submit to the Engineer Form 00885 “CONTRACTOR’S INTERIM AFFIDAVIT” located in Appendix “A” Contract Forms.

END OF SECTION



**Mayor**  
Rusty Johnson

**Commissioners**  
Scott R. Kennedy  
District 1

Rosemary Wilsen  
District 2

Richard Firstner  
District 3

Ages Hart  
District 4

**City Manager**  
Robert D. Frank

DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re.: ITB #24-005

**NOTICE OF AWARD**

Notice is hereby given that your company was awarded the contract to provide construction services related to the Project \_\_\_\_\_ at the \_\_\_\_\_, 20\_\_ City Commission meeting.

In accordance with the terms of the Invitation to Bid, you must now execute the contract for the work (two copies enclosed). You must also provide the required performance and payment bond on the forms provided in the Bid Documents, insurance certificate *naming the City as additional insured*, and endorsements. Return all contract documents to my attention within ten (10) business days. The City will date and return a fully executed copy of the contract to you, along with your original copy of the dated bonds. Under the terms of the Invitation to Bid, this Notice of Award shall be rescinded if you do not timely provide the required Contract Documents.

**Effective October 1, 2012, revisions to State of Florida Statute 255.05 will apply to this contract. Once you receive the fully executed contract and dated bonds from the City, you will need to record the performance and payment bonds with Orange County. You are required to provide the City with a certified copy of the recorded bonds before the City can issue the Notice to Proceed or make any payment for the project.**

Additionally, please contact \_\_\_\_\_, at (407) 905-31\_\_ to schedule the pre-construction meeting for this project. The certified copy of the recorded bonds to be provided to the City prior to or at the pre-construction meeting. Completion dates will be established at the pre-construction meeting. Work shall begin pursuant to the effective date established by the Notice to Proceed.

The City of Ocoee looks forward to working with your company on this project.

Sincerely,

Alexis Chentouf  
Purchasing Technician

cc. \_\_\_\_\_, Utilities Director

## NOTICE TO PROCEED



**1 N. Bluford Avenue  
Ocoee, Florida 34761**

DATE: \_\_\_\_\_

Name, Title  
Company's Name  
Address  
Address

**RE: Notice to Proceed on Project**

**Project:** \_\_\_\_\_

You are notified that the Contract Time under the above contract will commence to run on \_\_\_\_\_, 20\_\_. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of Substantial Completion and Final Completion are \_\_\_\_\_, 20\_\_ and \_\_\_\_\_ 20\_\_, respectively.

| <u>Acknowledge Receipt of Notice</u> |                      |
|--------------------------------------|----------------------|
| OWNER: CITY OF OCOEE                 | CONTRACTOR:          |
| _____                                | By: _____            |
| (Authorized Signature)               | (Signature)          |
| _____, Utilities Director            | _____                |
|                                      | (print or type name) |
|                                      | _____                |
|                                      | (Title)              |
|                                      | _____                |
|                                      | (Date)               |





**CITY OF OCOEE**  
**1 N. Bluford Avenue**  
**Ocoee, Florida 34761**

**\*This Change Order requires action by the City Commission\***

**LAKEWOOD/REWIS WATER MAIN REPLACEMENT –  
FEDERAL GRANT FUNDED ARPA PROJECT  
ITB #24-005**

**CHANGE ORDER NO. \_\_\_\_**

DATE: \_\_\_\_\_ PURCHASE ORDER: \_\_\_\_\_

---

The following changes are hereby made to the CONTRACT DOCUMENTS.

---

|                         |               |
|-------------------------|---------------|
| Original CONTRACT PRICE | <u>\$0.00</u> |
|-------------------------|---------------|

|                                                           |               |
|-----------------------------------------------------------|---------------|
| Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS | <u>\$0.00</u> |
|-----------------------------------------------------------|---------------|

|                                                          |               |
|----------------------------------------------------------|---------------|
| Net Increase (Decrease) Resulting from this CHANGE ORDER | <u>\$0.00</u> |
|----------------------------------------------------------|---------------|

|                                                        |               |
|--------------------------------------------------------|---------------|
| The current CONTRACT PRICE including this CHANGE ORDER | <u>\$0.00</u> |
|--------------------------------------------------------|---------------|

|                                    |                                 |
|------------------------------------|---------------------------------|
| Original CONTRACT COMPLETION DATE: | <u>[original contract date]</u> |
|------------------------------------|---------------------------------|

|                                                                        |                                |
|------------------------------------------------------------------------|--------------------------------|
| Current CONTRACT COMPLETION DATE adjusted by previous<br>CHANGE ORDERS | <u>[current contract date]</u> |
|------------------------------------------------------------------------|--------------------------------|

|                                               |                      |
|-----------------------------------------------|----------------------|
| Net Increase Resulting from this CHANGE ORDER | <u>[number] days</u> |
|-----------------------------------------------|----------------------|

|                                                                 |                            |
|-----------------------------------------------------------------|----------------------------|
| Current CONTRACT COMPLETION DATE including this<br>CHANGE ORDER | <u>[new contract date]</u> |
|-----------------------------------------------------------------|----------------------------|

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

## **CHANGES ORDERED:**

### **I. REQUIRED CHANGES**

### **II. JUSTIFICATION**

### **III. NARRATIVE OF NEGOTIATIONS**

### **IV. PAYMENT**

### **V. APPROVAL AND CHANGE AUTHORIZATION**

The original project and funding allocation were established by issuance of a CITY purchase order, subject to the terms and conditions contained in the CITY's solicitation, Project Manual, Drawings, Specifications, and/or the CONTRACTOR's service and price proposal, which collectively form the terms of an agreement between the CITY and the CONTRACTOR for the performance of the Work. This proposed change to the agreement requires approval by the City Commission under the CITY's Purchasing Rules and Regulations and is consistent with any prior action by the City Commission to award the Work to the CONTRACTOR. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in contract price and time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the CITY for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the CITY arising from or relating to the matters or Work set forth or contemplated by this Change Order.

[Balance of this page was left blank intentionally]

RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: \_\_\_\_\_

Rusty Johnson, Mayor

FOR USE AND RELIANCE ONLY BY THE  
CITY OF OCOEE, APPROVED AS TO FORM  
AND LEGALITY THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

City Attorney

ACCEPTED BY:

CONTRACTOR

By: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Melanie Sibbitt, Acting City Clerk

APPROVED BY THE CITY OF OCOEE  
COMMISSION IN A MEETING HELD ON  
\_\_\_\_\_, 20\_\_\_\_ UNDER  
AGENDA ITEM NO. \_\_\_\_\_.



**CITY OF OCOEE**  
**1 N. Bluford Avenue**  
**Ocoee, Florida 34761**

**\*This Change Order can be authorized by the City Manager\***

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

**CHANGE ORDER NO. \_\_\_\_**

DATE: \_\_\_\_\_

PURCHASE ORDER: \_\_\_\_\_

---

The following changes are hereby made to the CONTRACT DOCUMENTS.

---

Original CONTRACT PRICE \$0.00

Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS \$0.00

Net Increase (Decrease) Resulting from this CHANGE ORDER \$0.00

The current CONTRACT PRICE including this CHANGE ORDER \$0.00

Original CONTRACT COMPLETION DATE: [original contract date]

Current CONTRACT COMPLETION DATE adjusted by previous  
CHANGE ORDERS [current contract date]

Net Increase Resulting from this CHANGE ORDER [number] days

Current CONTRACT COMPLETION DATE including this  
CHANGE ORDER [new contract date]

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

## **CHANGES ORDERED:**

### **I. REQUIRED CHANGES**

### **II. JUSTIFICATION**

### **III. NARRATIVE OF NEGOTIATIONS**

### **IV. PAYMENT**

### **V. APPROVAL AND CHANGE AUTHORIZATION**

The original project and funding allocation was established by issuance of a CITY purchase order, subject to the terms and conditions contained in the CITY's solicitation, Project Manual, Drawings, Specifications, and/or the CONTRACTOR's service and price proposal, which collectively form the terms of an agreement between the CITY and the CONTRACTOR for the performance of the Work. This proposed change to the agreement requires approval by the City Manager under the CITY's Purchasing Rules and Regulations and is consistent with any action by the City Commission to award the Work to the CONTRACTOR. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in contract price and time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the CITY for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the CITY arising from or relating to the matters or Work set forth or contemplated by this Change Order.

[Balance of this page was left blank intentionally]

RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: \_\_\_\_\_

Charles K. Smith, Department Director

By: \_\_\_\_\_

Wanda Horton, Director of Finance

By: \_\_\_\_\_

Robert D. Frank, City Manager

By: \_\_\_\_\_

Rusty Johnson, Mayor

FOR USE AND RELIANCE ONLY BY THE  
CITY OF OCOEE, APPROVED AS TO FORM  
AND LEGALITY THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

City Attorney

ACCEPTED BY:

[contractor name]

By: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Melanie Sibbitt, Acting City Clerk

APPROVED BY THE CITY OF OCOEE  
COMMISSION IN A MEETING HELD ON  
\_\_\_\_\_, 20\_\_\_\_ UNDER  
AGENDA ITEM NO. \_\_\_\_\_.

**SECTION 00843**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

OWNER's Project No. \_\_\_\_\_  
ENGINEER's Project No. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_  
Contract For \_\_\_\_\_  
Contract Date \_\_\_\_\_

\_\_\_\_\_  
This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To \_\_\_\_\_  
Owner

And To \_\_\_\_\_  
Contractor

\_\_\_\_\_  
The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on \_\_\_\_\_,  
(Date of Substantial Completion).

A tentative list of items to be completed or corrected is attached hereto; Contractor shall provide the cost to complete each item. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_ days of the above date of Substantial Completion.



The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

---

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER

---

---

---

---

---

CONTRACTOR

---

---

---

---

---

The following documents are attached to and made a part of this Certificate:

---

---

Executed by ENGINEER on \_\_\_\_\_, 20

\_\_\_\_\_  
(Engineer)

By \_\_\_\_\_

The CONTRACTOR accepts this Certificate of Substantial Completion on:

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_

**END OF SECTION**



# CITY OF OCOEE

1 N. BLUFORD AVE.

Ocoee, Florida 34761

## NON-COMPLIANCE NOTICE

NO.: \_\_\_\_\_

### PROJECT DATA:

NAME: Lakewood/Rewis Water Main Replacement – Federal Grant Funded ARPA Project

ITB #24-005

LOCATION: \_\_\_\_\_

OTHER: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

REFERENCE.: \_\_\_\_\_

### TO (CONTRACTOR):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Non-compliance Notice was  
received by Contractor on (date): \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

You are hereby notified that the following work or materials  
does not conform to the requirements of the Contract  
Documents noted above.

Non-complying work may be required to be removed and  
replaced at no cost to the Owner.

It shall be your responsibility to determine the corrective  
action necessary, and to determine whether you wish to  
discontinue operations until additional investigation by the  
Owner or Engineer confirm or refute the initial findings.

If you should not correct non-complying work in a timely manner, or continue to  
perform non-comply work, the Owner may stop the Work. (GC-13.10, SC-13.11).

**DESCRIPTION** (of non-conforming work or materials): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ISSUED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

### ATTACHMENTS (Listing of attached documents that support description):

1. Contractor Request for Information No. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

☐ OWNER: \_\_\_\_\_

☐ ENGINEER: \_\_\_\_\_

☐ SUBCONSULTANT: \_\_\_\_\_

☐ CONTRACTOR: \_\_\_\_\_

☐ FIELD: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_



## CITY OF OCOEE

1 N. Bluford Avenue  
Ocoee, Florida 34761

### FIELD ORDER & DIRECTIVE

NO.: \_\_\_\_\_

#### PROJECT DATA:

NAME: Lakewood/Rewis Water Main Replacement – Federal Grant Funded ARPA Project

Bid: ITB #24-005

LOCATION: \_\_\_\_\_

OTHER: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

REFERENCE: \_\_\_\_\_

#### TO (CONTRACTOR):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Order was received on (date): \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this Work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

**DESCRIPTION** (of interpretation or change): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ISSUED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

#### ATTACHMENTS (Listing of attached documents that support description):

1. Contractor Request for Information No. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

☐ OWNER: \_\_\_\_\_

☐ ENGINEER: \_\_\_\_\_

☐ SUBCONSULTANT: \_\_\_\_\_

☐ CONTRACTOR: \_\_\_\_\_

☐ FIELD: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

## SCHEDULE OF VALUES

[illegible]



**CITY OF OCOEE**  
**1 N. Bluford Avenue**  
**Ocoee, Florida 34761**

**REQUEST FOR PROPOSED  
CHANGE**

NO. \_\_\_\_\_

**SECTION A: City shall complete to request proposal from Contractor**

**PROJECT DATA:**

NAME: Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project

PROJECT NO: \_\_\_\_\_

LOCATION: \_\_\_\_\_

OTHER: \_\_\_\_\_

DATE: \_\_\_\_\_

REFERENCE: \_\_\_\_\_

TO (CONTRACTOR): \_\_\_\_\_

Please provide the undersigned a proposal for the following change in the work within seven (7) calendar days after receipt of this request. The written proposal must clearly delineate the scope of the proposed change in the work providing an itemized estimate of the time and all material and labor (by trade), subcontract and overhead costs and fees. Any amount claimed for subcontracts must be similarly supported.

DESCRIPTION of change in work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Change Order Type: ☐ Deletion ☐ Addition ☐ Revision ☐ Other: ( )

Constraints of Change: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initiated by: ☐ Changes in Owner Requirements ☐ Unforeseen Conditions ☐ Others: ( )

Proposal must be received by: \_\_\_\_\_

\_\_\_\_\_

ATTACHMENTS (Listing of attached documents that support description):

1. Contractor Request for Information No. \_\_\_\_\_

4. \_\_\_\_\_

2. Plan Revisions: \_\_\_\_\_

5. \_\_\_\_\_

3. \_\_\_\_\_

6. \_\_\_\_\_

\_\_\_\_\_

☐ OWNER: \_\_\_\_\_

☐ CONTRACTOR: \_\_\_\_\_

☐ ENGINEER: \_\_\_\_\_

☐ FIELD: \_\_\_\_\_

☐ CONSTRUCTION ADMINISTRATOR: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

☐ SUBCONSULTANT: \_\_\_\_\_

\_\_\_\_\_

Date Received From Contractor: \_\_\_\_\_

Date Returned to Contractor With Comments: \_\_\_\_\_

Date Returned to City: \_\_\_\_\_

\_\_\_\_\_

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

**Section B: To be completed by City after receipt of Proposal from Contractor**

## PRICING INFORMATION:

Method of Pricing:

- A. ☐ Established Contract Unit Price(s)  
B. ☐ Negotiated Unit Price(s) (including Overhead and Profit)  
C. ☐ Negotiated Lump Sum (including Overhead and Profit)  
D. ☐ Actual Cost of Work plus Fixed Percent for Overhead and Profit  
E. ☐ A combination of A, B, C, D

## DESCRIPTION OF WORK:

- ☐ By General Contractor ☐ By Subcontractor

| ITEM OF WORK | QUANTITY | PRICE | TOTAL |
|--------------|----------|-------|-------|
|              |          |       |       |
|              |          |       |       |
|              |          |       |       |
|              |          |       |       |

Attach additional pages if necessary.

**NET TOTAL COST OF THIS CHANGE PROPOSAL** \$ \_\_\_\_\_

## EXTENSION OF CONTRACT TIME:

As part of this Change Proposal the Contractor requests an extension of the contract time in the amount of \_\_\_\_\_ additional days.

Provide thorough documentation in support of the request for additional time: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_A requirement of this Change Proposal will be to provide record drawing information for all of the affected items of work  
\_\_\_\_\_  
\_\_\_\_\_

## RECOMMENDATION BY ENGINEER/CONSTRUCTION ADMINISTRATOR:

Comments: \_\_\_\_\_  
\_\_\_\_\_Signature of Engineer/Construction Administrator: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ACCEPTANCE BY OWNER:

Comments: \_\_\_\_\_  
\_\_\_\_\_Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, of \_\_\_\_\_ agree to the costs and terms of RFP \_\_\_\_\_  
(Name) (Company) (No.)  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
(day) (month) (year)



## Technician's Daily Report

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

## Pay Items

[illegible]

## Conditions & Resources

| Element   | Adequate                 | Inadequate               | Notes |
|-----------|--------------------------|--------------------------|-------|
| Weather   | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Equipment | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Manpower  | <input type="checkbox"/> | <input type="checkbox"/> |       |

### Description of Work

|                               |
|-------------------------------|
|                               |
|                               |
|                               |
|                               |
|                               |
|                               |
|                               |
|                               |
|                               |
|                               |
|                               |
| More <input type="checkbox"/> |

Contractor

Inspector

SECTION 00861  
APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. \_\_\_\_\_ Progress Payment \_\_\_\_\_ Final Payment \_\_\_\_\_ P.O. No.: \_\_\_\_\_

Contractor: \_\_\_\_\_ Contract Date: \_\_\_\_\_

Application Date: \_\_\_\_\_ For Period Ending \_\_\_\_\_

City Project Nos.: \_\_\_\_\_

Project Name: ITB 24-001 Ocoee WWTF Electrical Upgrade and Expansion

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 |
|---------------------------------------|-----------------------|-----------------------------|--------------------------------|
|                                       |                       |                             |                                |
|                                       |                       |                             |                                |
|                                       |                       |                             |                                |
|                                       |                       |                             |                                |
| <b>Total</b> (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 (not applicable for first application.); and (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; (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 appeared \_\_\_\_\_, known to me, 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 the Owner:

By: \_\_\_\_\_  
Representative's Authorized Signature

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Owner's Authorized Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

### Project Earnings, Retainage and Payment Summary

Project:

Contractor: 0

[illegible]



**Contractor's Certification of Payment**

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 (not applicable for first application.); and (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; (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\_\_, personally appeared \_\_\_\_\_, known to me, who being duly sworn, deposes and says that (s)he is the \_\_\_\_\_ of the Contractor above mentioned; that(s) he 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 the Owner:

By: \_\_\_\_\_  
Representative's Authorized Signature

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Owner's Authorized Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

Lakewood/Rewis Water Main Replacement –  
Federal Grant Funded ARPA Project  
ITB #24-005

CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared \_\_\_\_\_ who, being first duly sworn, deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as: \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

Sworn to and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

We, the \_\_\_\_\_ having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way relieve the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.



IN WITNESS WHEREOF, the \_\_\_\_\_ has caused  
this instrument to be executed on its behalf by its \_\_\_\_\_  
and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this  
\_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Before me the undersigned authority, personally appeared to me well known as the person  
described in and who executed the foregoing instrument in the name of  
\_\_\_\_\_ and/or \_\_\_\_\_ purpose therein  
expressed and that he had due and legal authority to execute the same on behalf of said  
\_\_\_\_\_, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**END OF SECTION**

## SHOP DRAWING SUBMITTAL

Owner: City of Ocoee  
1800 A. D. Mims  
Ocoee, Fl. 34761

Specification No.: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FOR CITY USE ONLY**

**DATE RECEIVED**

**DATE RETURNED**

Owner's  
 Project No.: \_\_\_\_\_

Contractor's  
 Submittal No.: \_\_\_\_\_

Contractor's  
 Project No.: \_\_\_\_\_

Resubmittal Yes \_\_\_\_\_ No \_\_\_\_\_

| ITEM NO | RESUBMITTAL NO. | NO. COPIES | VENDOR | DESCRIPTION | ENGINEER'S ACTION |
|---------|-----------------|------------|--------|-------------|-------------------|
|         |                 |            |        |             |                   |
|         |                 |            |        |             |                   |
|         |                 |            |        |             |                   |

ACTION CODE (As defined in the General Conditions)

|      |                                            |                     |
|------|--------------------------------------------|---------------------|
| A    | APPROVED                                   | SUBMITTED BY: _____ |
| AN   | APPROVED AS NOTED                          | Contractor          |
| AN/R | APPROVED AS NOTED                          |                     |
|      | NOTED, RESUBMIT SPECIFIED ITEMS            |                     |
| NA/R | NOT APPROVED/REVISE AND RESUBMIT           |                     |
|      | (DO NOT ORDER OR FABRICATE UNTIL APPROVED) | DATE: _____         |

ENGINEERS COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Distribution

- Contractor \_\_\_\_\_ Copies
- Owner \_\_\_\_\_ Copies
- ML Office \_\_\_\_\_ Copies
- ML Subconsultant \_\_\_\_\_ Copies
- ML Field \_\_\_\_\_ Copies

### Discipline Review:

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

### Discipline Review:

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

Project Manager \_\_\_\_\_ Date \_\_\_\_\_

END OF SECTION

Lakewood/Rewis Water Main Replacement –  
 Federal Grant Funded ARPA Project  
 ITB #24-005

FORM 00864

## CERTIFICATE OF FINAL INSPECTION

Agreement Title: \_\_\_\_\_

City Contract No.: \_\_\_\_\_

TO: CONTRACTOR: \_\_\_\_\_

Project Manager: \_\_\_\_\_

A joint inspection of the Work described in the Contract Documents has been made by the Owner, the Owner's Engineer and the Contractor on \_\_\_\_\_ (date) in accordance with Section 1.14.A of the General Requirements, and is accepted by the Owner, subject to the provisions of subsection 1.14.B.4 of the General Requirements for a Corrective Period subject to the provisions of Article 13.07 of the General Conditions or as otherwise agreed upon and attached.

Accepted by:

### CONTRACTOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

### ENGINEER

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

OWNER: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF OCOEE**  
1 N. Bluford Avenue  
Ocoee, Florida 34761

**CONTRACTOR'S REQUEST  
FOR  
INFORMATION**

No.: \_\_\_\_\_

**PROJECT DATA:**

NAME: Lakewood/Rewis Water Main Replacement – Federal Grant Funded ARPA Project

Bid: ITB # 24-005

LOCATION: \_\_\_\_\_

OTHER: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

REFERENCE: \_\_\_\_\_

**QUESTION:**

---

---

---

---

---

---

---

---

---

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**REPLY:**

---

---

---

---

---

---

---

---

---

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

☐ OWNER: \_\_\_\_\_

☐ CONTRACTOR: \_\_\_\_\_

☐ ENGINEER: \_\_\_\_\_

☐ FIELD: \_\_\_\_\_

☐ SUBCONSULTANT: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

This Instrument Prepared By:

Name \_\_\_\_\_

Address \_\_\_\_\_

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through \_\_\_\_\_, 20 \_\_\_\_, to \_\_\_\_\_ (customer) on the job of \_\_\_\_\_ (owner of property) to the following described property:

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Lienor's Name \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Sworn to and subscribed before me by \_\_\_\_\_ who is personally known to me or produced \_\_\_\_\_ as identification, and who did \_\_\_\_ take an oath, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signature of Notary \_\_\_\_\_

SEAL:

Printed Name of Notary \_\_\_\_\_

Commission No./Expiration \_\_\_\_\_

This Instrument Prepared By:

Name \_\_\_\_\_

Address \_\_\_\_\_

**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through \_\_\_\_\_, 20 \_\_\_\_, to \_\_\_\_\_ (customer) on the job of \_\_\_\_\_ (owner of property) to the following described property:

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Lienor's Name \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Sworn to and subscribed before me by \_\_\_\_\_ who is personally known to me or produced \_\_\_\_\_ as identification, and who did \_\_\_\_ take an oath, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signature of Notary \_\_\_\_\_

SEAL:

Printed Name of Notary \_\_\_\_\_

Commission No./Expiration \_\_\_\_\_

## CONTRACTOR'S FINAL AFFIDAVIT

STATE OF FLORIDA,  
COUNTY OF \_\_\_\_\_.

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says:

1. He is the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of business) hereinafter referred to as "Contractor."
2. At all times material hereto, Contractor has been doing business in \_\_\_\_\_ County, Florida.
3. This Affidavit is made pursuant to Section 713.06(3)(d)(1), Florida Statutes, for the purpose of acknowledging full and final payment to the Contractor for work done and materials supplied on real property described as: (property description)
4. That all lienors engaged by the Contractor to perform or provide labor, services and/or materials under the contract between Contractor and the owner of the above-described property have been paid in full, except as follows:

Name/Address \_\_\_\_\_  
Amount Due \_\_\_\_\_

Name/Address \_\_\_\_\_  
Amount Due \_\_\_\_\_

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
(Signature of Contractor)

Sworn to and subscribed before me by \_\_\_\_\_ who is personally known to me or produced \_\_\_\_\_ as identification, and who did \_\_\_\_\_ take an oath, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signature of Notary \_\_\_\_\_  
Printed Name of Notary \_\_\_\_\_  
Commission No./Expiration \_\_\_\_\_  
SEAL:



## CONTRACTOR'S INTERIM AFFIDAVIT

STATE OF FLORIDA,  
COUNTY OF \_\_\_\_\_.

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says:

1. He is the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of business) hereinafter referred to as "Contractor."

2. At all times material hereto, Contractor has been doing business in \_\_\_\_\_ County, Florida.

3. This Affidavit is made pursuant to Section 713.06(3)(c)(1), Florida Statutes, for the purpose of acknowledging full payment to the Contractor for work done and materials supplied through \_\_\_\_\_, 20 \_\_\_\_, on real property described as: (property description)

4. That all lienors engaged by the Contractor to perform or provide labor, services and/or materials under the contract between Contractor and the owner of the above-described property have been paid in full for all work done or materials supplied through \_\_\_\_\_, 20 \_\_\_\_, except as follows:

Name/Address \_\_\_\_\_  
Amount Due \_\_\_\_\_

Name/Address \_\_\_\_\_  
Amount Due \_\_\_\_\_

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
(Signature of Contractor)

Sworn to and subscribed before me by \_\_\_\_\_ who is personally known to me or produced \_\_\_\_\_ as identification, and who did \_\_\_\_ take an oath, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signature of Notary \_\_\_\_\_  
Printed Name of Notary \_\_\_\_\_  
Commission No./Expiration \_\_\_\_\_

SEAL:

Mayor  
Rusty Johnson

City Manager  
Robert Frank



Commissioners  
Scott R. Kennedy, District 1  
Rosemary Wilsen, District 2  
Richard Firstner, District 3  
Ages Hart, District 4

March 19, 2024

**ADDENDUM NO. ONE (1)**  
**CITY OF OCOEE**  
**ITB #24-005 LAKEWOOD/REWIS WATER MAIN REPLACEMENT –**  
**FEDERAL GRANT FUNDED ARPA PROJECT**

This addendum shall modify and become a part of the original ITB Documents for ITB #24-005. This addendum consists of two (2) pages, including attachments. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

**Answers to questions received and/or Amendments to the ITB Documents are as follows:**

- Q1. Should there be included stripping costs associated with the removal and replacement of asphalt? Are there any quantities of stripping that would need to be done during this project either in the main section or the alternate?
- A1. **Yes, stripping should be part of the cost Bid Item No. 47 and Bid Item No. ALT6. And it is recommended that the Contractor visit the site to determine quantity. Shall be based on existing stripping of the road at a minimum.**
- Q2. For Pavement Restoration, the existing pavement is SP-12.5. What is the asphalt thickness & base thickness? Also, does the base use limerock?
- A2. **Refer to notes on plan sheets C-10 and C-11 along with the City's construction details and the latest edition of the City's ESM (Article 3) and FDOT's Design Standards.**
- Q3. How long can an open-cut trench be before we are required to close it up & restore the existing site around it?
- A3. **This will vary depending on the area of the crossing, existing conditions, and traffic conditions. More detail can be given when discussed during the Pre-Construction Meeting. The Contractor shall be responsible for maintaining the open cut before restoration.**
- Q4. What is the Engineer's Estimated & amount for Liquidated Damages?

- A4. **Approx. \$1.7 Million. Please see Bid Documents for Liquidated Damages.**
- Q5. Regarding MOT, are we allowed to close off one-lane when performing open-cutting on one side of the road?
- A5. **This will vary depending on the area of the crossing, existing conditions, and traffic conditions. More detail can be given when discussed during the Pre-Construction Meeting. The Contractor shall responsible for maintaining the open cut before restoration.**
- Q6. Regarding MOT, are we allowed to close off both lanes when performing open-cutting cross the entire width of the road?
- A6. **Please refer to A5.**
- Q7. We will need to mail in an official copy of our bid bond within 5-Days after the Bid Opening. Are we allowed to hand deliver the bid bond? If so, where exactly do we drop it off?
- A7. **Yes, the bid bond can be hand delivered at Ocoee City Hall; 1 N. Bluford Ave Ocoee, FL 34761. Tell the receptionist you are dropping off the bond to Alexis Chentouf in purchasing.**
- Q8. What are the details for providing temporary restoration to the roads? Also, how much of the road can be left "temporarily restored" until we need to apply final asphalt pavement?
- A8. **The city shall follow the City's Engineering Standards Manual and FDOT's Latest Standards. The City will allow FDOT standard crushed concrete road base at a minimum to be maintained by Contractor**
- Q9. Bid Item #47 calls for Removal and Replacement of Asphalt @ 1760 SY. Can you please clarify the asphalt type and thickness that will need to be replaced? The Alternate paving items mentions 1.5" with Type SP-12.5. Should the line item #47 be the same as this?
- A9. **Yes, line item #47 should be the same, 1.5" of SP-12.5.**

*Alexis Chentouf*

Alexis Chentouf  
Purchasing Technician

cc: Jamie Croteau, Utilities Director

Mayor  
Rusty Johnson

City Manager  
Robert Frank



Commissioners  
Scott R. Kennedy, District 1  
Rosemary Wilsen, District 2  
Richard Firstner, District 3  
Ages Hart, District 4

March 19, 2024

**ADDENDUM NO. TWO (2)**  
**CITY OF OCOEE**  
**ITB #24-005 LAKEWOOD/REWIS WATER MAIN REPLACEMENT –**  
**FEDERAL GRANT FUNDED ARPA PROJECT**

This addendum shall modify and become a part of the original ITB Documents for ITB #24-005. This addendum consists of one (1) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

**Answers to questions received and/or Amendments to the ITB Documents are as follows:**

- Q1. What is the road base spec for this project/ please include material and depth along with any other pertinent information?
- A1. **Refer to notes on plan sheets C-10 an C-11 along with the City's construction details (PW Details) and the latest edition of the City's ESM (Article 3) and FDOT's Design Standards.**
- Q2. In the alternative bid, the paving material is called out. Please provide, where possible, a detail of the roadway restoration for this project that includes definitive and consistent guidance on restoration limits as well as the desired material, depth and any other pertinent information.
- A2. **Refer to notes on plan sheets C-10 an C-11 along with the City's construction details (PW Details) and the latest edition of the City's ESM (Article 3) and FDOT's Design Standards.**
- Q3. If available, please provide a geotech testing detail along with any other relevant information.
- A3. **There is no Geotech information for this project.**

*Alexis Chentouf*

Alexis Chentouf  
Purchasing Technician

cc: Jamie Croteau, Utilities Director



UTILITIES DEPARTMENT  
CITY OF OCOEE

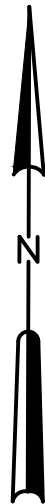


BID SET  
LAKEWOOD/REWIS WATER MAIN REPLACEMENT  
FEDERAL GRANT FUNDED ARPA PROJECT

HAZEN PROJECT NO.: 41154-002  
FEBRUARY 2024

CITY COMMISSION

- RUSTY JOHNSON, MAYOR
- ROBERT D. FRANK, CITY MANAGER
- CRAIG SHADRIX, ASSISTANT CITY MANAGER
- SCOTT R. KENNEDY, DISTRICT 1 COMMISSIONER
- ROSEMARY WILSEN, DISTRICT 2 COMMISSIONER, PRO-TEM
- RICHARD FIRSTNER, DISTRICT 3 COMMISSIONER
- AGES HART, DISTRICT 4 COMMISSIONER



LOCATION MAP  
NOT TO SCALE



HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814

LIST OF DRAWINGS

| SHEET NUMBER     | SHEET TITLE                                             |
|------------------|---------------------------------------------------------|
| GENERAL          |                                                         |
| G-01             | TITLE SHEET, LOCATION MAP AND LIST OF DRAWINGS          |
| G-02             | GENERAL NOTES                                           |
| G-03             | ABBREVIATIONS AND SYMBOLS                               |
| G-04             | BACTERIOLOGICAL SAMPLING AND TEST HOLE LOCATIONS TABLES |
| CIVIL            |                                                         |
| C-01             | KEY MAP                                                 |
| C-02             | PLAN AND PROFILE STA 0+00 TO STA 3+60                   |
| C-03             | PLAN AND PROFILE STA 3+60 TO STA 8+60                   |
| C-04             | PLAN AND PROFILE STA 8+60 TO STA 13+60                  |
| C-05             | PLAN AND PROFILE STA 13+60 TO STA18+60                  |
| C-06             | NORTH WM PLAN AND PROFILE STA 18+60 TO STA 22+08        |
| C-06A            | SOUTH WM PLAN AND PROFILE STA 20+00 TO STA 24+00        |
| C-07             | PLAN AND PROFILE STA 24+00 TO STA 29+00                 |
| C-08             | PLAN AND PROFILE STA 29+00 TO STA 34+00                 |
| C-09             | PLAN AND PROFILE STA 34+00 TO STA 39+00                 |
| C-10             | PAVEMENT RESTORATION - SHEET 1                          |
| C-11             | PAVEMENT RESTORATION - SHEET 2                          |
| C-12             | CONFLICT DETAILS - SHEET 1                              |
| C-13             | CONFLICT DETAILS - SHEET 2                              |
| STANDARD DETAILS |                                                         |
| CD-01            | CITY STANDARD DETAILS - SHEET 1                         |
| CD-02            | CITY STANDARD DETAILS - SHEET 2                         |
| CD-03            | CITY STANDARD DETAILS - SHEET 3                         |
| D-01             | STANDARD DETAILS                                        |
| D-02             | POLLUTION PREVENTION DETAILS                            |
| D-03             | MATERIAL QUANTITY TABLE                                 |



Know what's below.  
Call before you dig.

PROJECT ENGINEER OF RECORD: MELANIE PECKHAM, PE No. 66487



File: C:\USERS\HPD\ACCD\GSHAZEN AND SAWYER\41194-002\_ FLEWELLING AVE AC WATER MAIN REPL PROJECT FILES\01\_ DESIGN\GENERAL\G-02 Saved by HP Save date: 2/22/2024 11:50 a. m. PLOT DATE: 2/12/2024 3:46 p. m. BY: HP

GENERAL NOTES:

1.

A MAJORITY OF THE EXISTING WATER MAINS ARE ASBESTOS CEMENT (AC) MATERIAL, AND SPECIFIC CONSIDERATION MUST BE GIVEN WHEN WORKING WITH THIS MATERIAL. WHERE AC PIPE IS TO BE PLACED OUT OF SERVICE, ALL PIPING SHALL BE FULLY GROUTED AND CAPPED. WHERE AC PIPE IS DESIGNATED TO BE REMOVED, THE PIPE SHALL BE COMPLETELY REMOVED FROM THE GROUND AND PROPERLY DISPOSED OF, FOLLOWING ALL APPLICABLE LOCAL AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER HANDLING AND DISPOSAL. DEP FORM 62-257.9000(1) SHALL BE SUBMITTED BY THE CONTRACTOR. REFER TO SPECIFICATION SECTIONS 02012, 02060 AND 03306 FOR ADDITIONAL REQUIREMENTS.
2.

ALL MATERIAL USED IN THE CONSTRUCTION OF THIS PROJECT SHALL BE NEW AND IN ACCORDANCE WITH THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL APPROVED MANUFACTURER'S LIST, DETAILS AND APPLICABLE FDEP REGULATIONS. WHERE REFERENCED STANDARDS CONFLICT, THE MORE STRINGENT STANDARDS SHALL APPLY.
3.

CONTRACTOR SHALL CONTACT SUNSHINE 811 A MINIMUM OF 2-DAYS AND A MAXIMUM OF 5-DAYS PRIOR TO START CONSTRUCTION.
4.

LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO CONSTRUCTION. EFFORTS WERE MADE TO INDICATE CONFLICTS BUT SHALL NOT BE LIMITED TO CONFLICTS SHOWN ON THE PLANS. IF DISCREPANCIES ARE DISCOVERED IN THE FIELD, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY CONSTRUCTION REPRESENTATIVE.
5.

CONTRACTOR SHALL PROVIDE TEMPORARY SANITATION FACILITIES FOR CONSTRUCTION PERSONNEL'S USE AND PAY ALL FEES FOR RENT, PUMP OUT, AND MAINTENANCE OF THE UNITS. UNAPPROVED DUMPING OF WASTE INTO EXISTING SANITARY LINES IS NOT ALLOWED.
6.

CONTRACTOR SHALL SECURE THE STAGING AREA SITE FROM THE PUBLIC THROUGHOUT THE DURATION OF THE CONSTRUCTION CONTRACT TO PREVENT THEFT AND PROTECT PUBLIC FROM ACTIVE WORK AREAS. OPEN TRENCHES AND EXCAVATIONS SHALL BE FILLED IN EACH DAY OR OTHERWISE PROPERLY TAPED OFF WITH WARNING SIGNS POSTED TO PROMOTE PUBLIC SAFETY.
7.

CONTRACTOR SHALL VERIFY IN THE FIELD THE LOCATION AND ELEVATION OF ALL EXISTING UTILITY CONNECTION POINT(S) PRIOR TO STARTING CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE CITY CONSTRUCTION REPRESENTATIVE OF ANY DISCREPANCIES FOUND.
8.

CONTRACTOR TO ENSURE CONTINUOUS UTILITY SERVICES DURING CONSTRUCTION OF PROPOSED UTILITY. ANY INTENTIONAL SERVICE INTERRUPTION SHALL BE COORDINATED WITH AND APPROVED BY THE AFFECTED UTILITY.
9.

CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT EXISTING AND NEWLY CONSTRUCTED UTILITIES DURING CONSTRUCTION. SHOULD ANY UTILITY LINE OR COMPONENT BECOME DAMAGED OR REQUIRE RELOCATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE AFFECTED UTILITY COMPANY AND THE CITY CONSTRUCTION REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES CAUSED DURING HIS OPERATIONS WITH NO ADDITIONAL COMPENSATION.
10.

CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT EXISTING STRUCTURES WITHIN THE CITY RIGHT-OF-WAYS DURING CONSTRUCTION. STRUCTURES SHOWN ON THE PLANS TO BE REMOVED AND REPLACED SHALL BE RESTORED TO THE GREATER OF THE EQUIVALENT PRE-CONSTRUCTION CONDITION OR CURRENT CITY SPECIFICATIONS. STRUCTURES DAMAGED BY CONSTRUCTION THAT ARE NOT SHOWN ON THE PLANS TO BE REMOVED AND REPLACED SHALL BE REPAIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION.
11.

CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY UNSUITABLE MATERIAL FROM THE CONSTRUCTION OPERATION. UNSUITABLE MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. WHERE CONFLICTS EXIST BETWEEN REQUIREMENTS, THE MOST STRINGENT SHALL APPLY.
12.

THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY AND THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY. CONTRACTOR IS RESPONSIBLE FOR ANY SPECIAL PRECAUTIONS THAT MAY BE REQUIRED IN THE VICINITY OF POWER LINES AND OTHER UTILITIES.
13.

CONTRACTOR IS RESPONSIBLE FOR CLEARLY IDENTIFYING THE AREA OF CONSTRUCTION. CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN EFFECTIVE BARRICADES, DANGER SIGNALS, SIGNS AND PEDESTRIAN DETOURS IN ALL AREAS WHERE REQUIRED FOR THE PROTECTION OF THE WORK AND THE SAFETY OF THE PUBLIC.
14.

THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN (INCLUDING FDOT INDEX NUMBERS) FOR BOTH VEHICULAR AND PEDESTRIAN TRAFFIC FOR REVIEW PRIOR TO BEGINNING CONSTRUCTION. FOR ANY PORTION OF THE MAINTENANCE OF TRAFFIC PLAN THAT DEVIATES FROM THE FDOT STANDARD INDEX, THE CONTRACTOR SHALL SUBMIT A PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.
15.

THE CONTRACTOR SHALL TAKE ALL REASONABLE MEANS TO ELIMINATE THE TRANSPORT OF DUST FROM THE PROJECT SITE. SPECIAL MEASURES, SUCH AS PERIODICALLY APPLYING WATER TO THE WORK SITE TO PREVENT DUST SHALL BE INCORPORATED INTO THE CONTRACTORS WORK PLAN. THE CONTRACTOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION OR EMISSIONS OF UNCONFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62-296.320(4)(C)1.
16.

ALL SECTION CORNERS OR PROPERTY CORNERS DISLOCATED OR DISTURBED BY THE CONSTRUCTION ACTIVITIES SHALL BE RESET BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR EXPENSE.
17.

UNLESS OTHERWISE NOTED ON THE PLANS, FINAL GRADE SHALL GENERALLY BE THE SAME AS EXISTING GRADE.
18.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING OF ALL MAINS IN ACCORDANCE WITH CURRENT STANDARDS OF LOCAL JURISDICTION. CONTRACTOR SHALL NOTIFY THE CITY CONSTRUCTION REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE OF PERFORMING TESTS.
19.

CONTRACTOR SHALL MAINTAIN AS-BUILT INFORMATION ON A REGULAR BASIS DURING CONSTRUCTION. CONTRACTOR SHALL PROVIDE CERTIFIED UTILITY AS-BUILT DRAWINGS IN ACCORDANCE WITH SECTION 3.01.05 OF THE CITY OF OCOEE ESM UPON COMPLETION OF THE WORK. (SEE CONTRACT DOCUMENTS).
20.

ALL POTABLE AND FIRE SYSTEM COMPONENTS SHALL REMAIN OPERATIONAL DURING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THESE SYSTEMS.
21.

UNLESS OTHERWISE SHOWN, ALL PIPE SHALL BE INSTALLED VIA OPEN CUT CONSTRUCTION.

23.

THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE CITY OCOEE UTILITY INSPECTOR AT (407) 666-5209 AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION. CONTRACTOR TO COORDINATE WITH INDIVIDUAL UTILITY OWNERS FOR RELOCATION, SUPPORT OF POLES, ETC. THAT ARE NECESSARY FOR CONSTRUCTING THE PROJECT AS SHOWN IN THE PLANS.
24.

THE CONTRACTOR SHALL COORDINATE WITH CITY OF OCOEE AND OBTAIN APPROVAL BEFORE BEGINNING ANY LANE CLOSING OPERATIONS.
25.

CITY ROADS TO BE OPEN CUT SHALL BE TEMPORARILY RESTORED UTILIZING DETAILS IN THIS PLAN SET. FOR FINAL RESTORATION OF CITY ROADS, CONTRACTOR SHALL UTILIZE DETAIL PW002. ALL PAVEMENT MARKINGS SHALL BE REPLACED IN LIKE KIND AND WITH MATERIALS IN ACCORDANCE WITH CITY SPECIFICATIONS, LATEST EDITION.
26.

ANY SIDEWALK BEING REMOVED SHALL BE REPLACED IN ACCORDANCE WITH A.D.A STANDARDS FOR RUNNING AND CROSS SLOPING REPAIRS SHALL BE PER CITY OF OCOEE STANDARD DETAIL THE CONTRACTOR SHALL PROVIDE ADEQUATE AS-BUILT SPOT ELEVATIONS TO DETERMINE CODE COMPLIANCE.
27.

CONTRACTOR SHALL MAINTAIN ADA COMPLIANT PEDESTRIAN ACCESS DURING CONSTRUCTION
28.

ASPHALT REPAIRS TO ADJACENT OPEN CUTS SHALL BE DONE AT THE SAME TIME TO AVOID MULTIPLE PATCHES AND JOINTS.
29.

A PRECONSTRUCTION MEETING SHALL TAKE PLACE WITH CITY OF OCOEE STAFF, ENGINEER, UTILITY COMPANIES, AND CONTRACTOR BEFORE THE START OF CONSTRUCTION.
30.

WATER AND WASTEWATER SYSTEMS SHALL NOT BE PLACED IN SERVICE (FOR TEMPORARY OR PERMANENT USE) UNTIL ALL TESTING AND INSPECTIONS HAVE BEEN COMPLETED. TEST REPORTS AND AS-BUILTS FOR THOSE SYSTEMS COMPLETED SHALL BE SUBMITTED AND CLEARANCE OBTAINED FROM APPLICABLE UTILITIES AND PERMITTING AGENCIES BEFORE ANY SUCH USE.
31.

EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED. DRAINAGE STRUCTURES THAT HAVE NOT BEEN CALLED OUT TO BE REPLACED AND ARE DISTURBED BY THE CONSTRUCTION ACTIVITY SHALL BE REPLACED BY THE CONTRACTOR AT HIS SOLE EXPENSE.
32.

ALL PIPING MATERIALS AND ANY MATERIALS THAT WILL BE IN DIRECT CONTACT WITH DRINKING WATER MUST CONFORM TO APPLICABLE AWWA AND NSF REQUIREMENTS.
33.

ALL MATERIALS SHALL BE IN COMPLIANCE WITH CITY OF OCOEE STANDARDS.
34.

ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.
35.

IN CASE OF EMERGENCY, CONTACT THE CITY OF OCOEE UTILITIES ADMINISTRATION AT (497) 905-3159 DURING BUSINESS HOURS OR THE CITY OF OCOEE EMERGENCY DISPATCH AT (407) 428-5766 AFTER BUSINESS HOURS.
36.

CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, APPROVED MATERIALS LIST AND CITY DETAILS. THE MOST STRINGENT STANDARD BETWEEN THE CITY OF OCOEE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED
37.

AS-BUILTS SHALL BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:

A. ONE PDF COPY

B. ONE CAD COPY DRAWN IN STATE PLANE COORDINATES
38.

ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
39.

ALL TRENCHES OR OTHER EXCAVATIONS NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE BACK FILLED AND PROTECTED AT THE END OF EACH DAY.
40.

ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED WITHIN A REASONABLE PERIOD OF TIME TO ASSURE MINIMUM EROSION OF SOILS. ALL EXPOSED AREAS SHALL BE SODDED AS SPECIFIED WITHIN 30 DAYS OF FINAL GRADING.
41.

CONTRACTOR TO EMPLOY BEST MANAGEMENT PRACTICES THROUGHOUT CONSTRUCTION IN ORDER TO ENSURE POLLUTION PREVENTION. CONTRACT TO COMPLY WITH ALL LOCAL STATE AND OTHER GOVERNMENTAL ENVIRONMENTAL REGULATIONS THROUGHOUT CONSTRUCTION.
42.

ALL STATIONS, OFFSETS, AND ELEVATIONS ON THESE PLANS ARE APPROXIMATE AND MAY REQUIRE ADJUSTMENT BASED ON FIELD CONDITIONS. CONTRACTOR TO PROVIDE CONSISTENT WATER MAIN SLOPE BETWEEN ELEVATIONS INDICATED ON PLANS.
43.

ANY DISTURBED RESIDENTIAL YARDS SHALL BE FINE GRADED AND SODDED WITH LIKE KIND SOD. ALL EDGES OF NEW SOD THAT ABUT EXISTING SOD SHALL BE CUT IN SO THE EXISTING GROUND COVER AND THE NEW SOD ARE FLUSH WITH EACH OTHER.
44.

THE CONTRACTOR SHALL REPLACE / REPAIR ANY RIGHT-OF-WAY OR PRIVATE PROPERTY IMPROVEMENTS DAMAGED DURING THE COURSE OF THE WORK.
45.

THE CONTRACTOR SHALL FURNISH AND INSTALL FITTINGS, COUPLINGS, CONNECTIONS, SLEEVES, ADAPTERS, HARNESS RODS AND CLOSURE PIECES AS REQUIRED TO CONNECT PIPELINES OF DISSIMILAR MATERIALS AND/OR SIZES FOR A COMPLETE INSTALLATION.

PROJECT SURVEY NOTES:

1.

THE BOUNDARY, COORDINATES, ELEVATIONS, SURFACE FEATURES, AND EXISTING WATER MAIN LOCATION HEREIN ARE BASED ON SURVEY PREVIOUSLY COMPLETED BY BARNES FERLAND AND ASSOCIATES, LLC (FIELD WORK DATE UNKNOWN).
2.

SUPPLEMENTAL SURVEY FOR EXISTING SUBSURFACE FEATURES WAS PROVIDED BY ECHO UES, INC., 400 STATE ROAD 434, SUITE 1024, OVIEDO, FLORIDA 32765. DATED JUNE 2023. THE LAST DATE OF FIELD EFFORT WAS ON 06/21/2023.THE LAST DATE OF EFFORT FOR TEST HOLE COLLECTION WAS ON 08/21/2023.
3.

PROJECT HORIZONTAL AND VERTICAL POSITIONS FOR ALL FEATURES SHOWN ARE BASED ON CONTROL PROVIDED BY THE CLIENT AND IS ASSUMED.
4.

THE LOCATION OF ALL EXISTING UTILITIES, POWER, WATER, SEWER, PHONE, COMMUNICATION AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER/OWNER IMMEDIATELY. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE IN ACCORDANCE WITH THE RESPECTIVE UTILITY COMPANY STANDARDS. IF IT IS REQUESTED THAT UTILITY COMPANIES MOVE THEIR PARTICULAR UTILITIES, ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

WATER MAIN CONSTRUCTION NOTES:

1.

EXISTING AC WM UNDER THE ROAD SHALL BE REMOVED AND DISPOSED OF MEETING ALL FEDERAL, STATE, AND LOCAL ENVIRONMENTAL REQUIREMENTS.
2.

EXISTING AC WM PLACED OUT OF SERVICE SHALL BE CUT, GROUT FILLED, AND CAPPED. AC WM SHALL BE COMPLETELY FILLED WITH NON-STRUCTURAL GROUT.
3.

AC WM PLACED OUT OF SERVICE SHALL BE FIELD MARKED WITH LOCATOR BALLS. LOCATOR BALLS TO BE PLACED ON THE EXISTING AC WM AT ALL CHANGES IN DIRECTION AND AT 100 FEET INTERVALS ALONG STRAIGHT RUNS OF PIPE.
4.

AC PIPE SHALL BE REMOVED IN A MANNER TO PREVENT IT FROM BECOMING FRIABLE.
5.

INSTALL NEW HYDRANTS IN VICINITY OF EXISTING HYDRANTS AND INSTALL NEW ISOLATION VALVES ON THE NEW WATER MAINS AS NOTED.
6.

PRESSURE TEST AND DISINFECT EACH SECTION OF NEW WATER MAIN BETWEEN ISOLATION VALVES AND OBTAIN CLEARANCE FROM FDEP PRIOR TO MAKING CONNECTIONS TO CUSTOMERS.
7.

CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ALL BACTERIOLOGICAL TESTING PER FDEP REQUIREMENTS AND THESE CONTRACT DOCUMENTS. CONTRACTOR SHALL SCHEDULE A CERTIFIED WATER LAB TO PULL BACTERIOLOGICAL SAMPLES NO MORE THAN 24 HOURS AFTER DISINFECTING WATER MAINS.
8.

CONTRACTOR SHALL COORDINATE WITH THE CITY AND RESIDENTS WHEN TRANSFERRING SERVICES FROM EXISTING MAINS TO NEW MAINS. NO SERVICES SHALL BE TRANSFERRED UNTIL NEW MAINS HAVE BEEN APPROVED FOR USE. WATER SERVICE SHALL BE MAINTAINED AT ALL TIMES. WHERE SHUTOOWN IS REQUIRED, THE LOSS OF SERVICE SHALL BE KEPT TO A MINIMUM, AND PRE-APPROVED BY ENGINEER AND OWNER. CONTRACTOR SHALL PROVIDE ADVANCE NOTICE TO THE CITY OF OCOEE AND SERVICE CONNECTIONS PRIOR TO ANY LOSS OF SERVICE. WHERE REMOVAL SEQUENCING REQUIRES TEMPORARY SERVICES BE INSTALLED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SUCH SERVICES.
9.

NOTIFY EACH CUSTOMER AT LEAST 48 HOURS BEFORE DISCONNECTING WATER SERVICE FOR THE REPLACEMENT OF EXISTING POTABLE WATER FEED. NOTIFICATION SHOULD BE MADE BY DOOR HANGERS WITH WORDING APPROVED BY THE CITY AND PROVIDE DATE AND TIME PERIOD THAT CAN BE EXPECTED FOR THE INTERRUPTION OF SERVICE.
10.

AFTER ALL CUSTOMERS HAVE BEEN TRANSFERRED TO THE NEW WATER MAIN, CUT AND PLUG THE CONNECTIONS TO THE EXISTING WATER MAIN AT THE TIE-IN POINT TO THE DISTRIBUTION SYSTEM BEFORE REMOVING EXISTING MAINS.
11.

SERVICE CONNECTION TO NEW WATER MAINS SHALL INCLUDE SERVICE SADDLES, CORP STOPS, POLY TUBING, ANGLED CURB STOPS AND RECONNECTION TO EXISTING METERS.
12.

ALL NEW WATER MAINS REQUIRE A FULL DIAMETER FLUSH WITNESSED BY THE CITY OF OCOEE UTILITY INSPECTOR. PRELIMINARY PRESSURE TESTING IS REQUIRED PRIOR TO SCHEDULING ANY FORMAL TESTING WITH THE CITY'S UTILITY INSPECTOR.
13.

CONTRACTOR SHALL CONTACT THE CITY OF OCOEE UTILITY INSPECTOR AT LEAST 48 HOURS PRIOR TO ALL PRESSURE TESTS AND DISINFECTION OF WATER MAINS.
14.

ALL JOINTS OF WATER MAINS SHALL BE RESTRAINED. ASSUME THAT THE EXISTING PIPE IS NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH DETAIL 4 ON CD-01. FOR ASBESTOS CEMENT TIE-INS, RESTRAIN EXISTING PIPE JOINTS, FITTINGS AND VALVES WITH THRUST BLOCKS OR DEADMAN.
15.

MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTING AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.

UTILITY PROVIDERS:

- A. POTABLE WATER, RECLAIMED WATER, SANITARY SEWER: CITY OF OCOEE (407) 905-3159
- B. TELEPHONE: CENTURYLINK (850) 599-1444
- C. TELEPHONE: CHARTER COMMUNICATIONS (407) 532-8520
- D. ELECTRIC: DUKE ENERGY (407) 629-1010

|     |             |         |    |                                                                   |             |
|-----|-------------|---------|----|-------------------------------------------------------------------|-------------|
|     |             |         |    | PROJECT ENGINEER:                                                 | M. PECKHAM  |
|     |             |         |    | DESIGNED BY:                                                      | T. KAYALI   |
|     |             |         |    | DRAWN BY:                                                         | C. LOMBANA  |
|     |             |         |    | CHECKED BY:                                                       | T. BOMARITO |
| 4   | BID SET     | 02/2024 | MP | IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE |             |
| 3   | 100% DESIGN | 11/2023 | MP |                                                                   |             |
| 2   | 60% DESIGN  | 09/2023 | MP |                                                                   |             |
| 1   | 30% DESIGN  | 07/2023 | MP |                                                                   |             |
| REV | ISSUED FOR  | DATE    | BY |                                                                   |             |

MELANIE PECKHAM PE. No. 66487

Hazen

HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE  
UTILITIES DEPARTMENT

LAKESWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

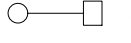
GENERAL NOTES

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: | G-02          |



File: C:\USERS\HPD\ACCD\GCS\HAZEN AND SAWYER\41194-002\_FLEWELLING AVE AC WATER MAIN REPL\PROJECT FILES\01\_DESIGN\GENERAL\G-03 Saved by HP Save date: 1/26/2024 12:10 p. m. PLOT DATE: 2/12/2024 3:46 p. m. BY: HP

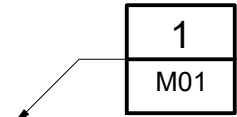
ABBREVIATIONS

| PIPING                 |                         | GENERAL |                                   |       |                                       |        |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | Legend |  |
|------------------------|-------------------------|---------|-----------------------------------|-------|---------------------------------------|--------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------|--|
| AC                     | ASBESTOS CEMENT         | ALUM    | ALUMINUM                          | FE    | FIRE EXTINGUISHER,<br>OR FLOW ELEMENT | PS     | PRESSURE SWITCH        | <div>CMP = Corrugated Metal Pipe</div> <div>CCR = Certified Corner Record</div> <div>CONC = Concrete</div> <div>TRAV = Traverse</div> <div> = Air Conditioning Unit</div> <div> = Benchmark</div> <div> = Electric Junction Box</div> <div> = Fiber Optic Marker</div> <div> = Fire Hydrant</div> <div> = Flat Grate Inlet</div> <div> = Gas Line Marker</div> <div> = Gas Meter</div> <div> = Gas Valve</div> <div> = Metal Light Pole</div> <div> = Metal Traffic Signal Pole</div> <div> = Parking Meter</div> <div> = Sign</div> <div> = Telephone Manhole</div> <div> = Telephone Pullbox</div> <div> = Telephone Riser</div> <div> = Television Pullbox</div> <div> = Television Riser</div> <div> = Traffic Signal Panel</div> <div> = Transformer</div> <div> = Trashcan</div> <div> = Water Meter</div> <div> = Water Valve</div> <div> = Gate Valve</div> <div> = Bottom of Bank</div> <div> = Top of Bank</div> <div> = Gas Line Paint Marks</div> <div> = Treeline</div> <div> = Maple (Diameter in inches)</div> <div> = Oak (Diameter in inches)</div> <div> = Pine Tree (Diameter in inches)</div> <div> = Reclaimed Water Line</div> <div> = Buried Electric Line</div> <div> = Monitoring Well</div> <div> = Backflow Preventer</div> |  |        |  |
| CMP                    | CORRUGATED METAL PIPE   | AB      | ANCHOR BOLT                       | FIN   | FINISH                                | POT    | POTABLE                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| DIP                    | DUCTILE IRON PIPE       | ANG     | ANGLE                             | FL    | FLOOR                                 | PL     | PROPERTY LINE          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| GS                     | GALVANIZED STEEL        | APPROX  | APPROXIMATE                       | FTG   | FOOTING                               | RADR   | RADIUS                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| PVC                    | POLYVINYLCHLORIDE       | ARCH    | ARCHITECTURAL                     | FF    | FINISHED FLOOR                        | RED    | REDUCER                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| VALVES, FITTINGS, ETC. |                         | ASPH    | ASPHALT                           | FR    | FRAME                                 | REINF  | REINFORCING            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| ARV                    | AIR RELIEF VALVE        | BOL     | BOLLARD                           | GALV  | GALVANIZED                            | REQD   | REQUIRED               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| AVV                    | AIR VACUUM VALVE        | BOTT    | BOTTOM                            | GR    | GRADE                                 | RW     | RECLAIMED WATER        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| BV                     | BALL VALVE              | BLDG    | BUILDING                          | H     | HIGH                                  | SECT   | SECTION                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| BFV                    | BUTTERFLY VALVE         | BSL     | BACTERIOLOGICAL SAMPLING LOCATION | HP    | HIGH POINT                            | SHT    | SHEET                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| CV                     | CHECK VALVE             | CBS     | CONCRETE BLOCK & STUCCO           | HORIZ | HORIZONTAL                            | SPEC   | SPECIFICATION          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| CPLG                   | COUPLING                | CJ      | CONSTRUCTION JOINT                | ID    | INSIDE DIAMETER                       | SQ     | SQUARE                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| FH                     | FIRE HYDRANT            | CLP     | CONCRETE LIGHT POLE               | INSUL | INSULATION                            | SS     | STAINLESS STEEL        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| FTG                    | FITTING                 | CS      | CONCRETE SLAB                     | INT   | INTERIOR                              | STL    | STEEL                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| FLG                    | FLANGE                  | CL      | CENTER LINE                       | IPS   | IRON PIPE SIZE                        | STRUC  | STRUCTURAL             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| GV                     | GATE VALVE              | CC      | CENTER TO CENTER                  | ISO   | ISOLATION                             | S      | SOUTH                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| HB                     | HOSE BIB                | CHKD    | CHECKERED                         | INV   | INVERT                                | SWK    | SIDEWALK               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| ISV                    | ISOLATION VALVE         | COL     | COLUMN                            | JB    | JUNCTION BOX                          | T      | TOP                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| LR                     | LONG RADIUS             | CONC    | CONCRETE                          | JT    | JOINT                                 | TB     | TOP OF BERM            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| MJ                     | MECHANICAL JOINT        | CONT    | CONTINUOUS                        | LG    | LONG                                  | TBD    | TO BE DETERMINED       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| NPT                    | NATIONAL PIPE THREAD    | CONTR   | CONTRACTOR                        | LN    | LINE                                  | TEMP   | TEMPORARY              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| PRV                    | PRESSURE RELIEF VALVE   | CP      | CORROSION PROTECTION              | LP    | LOW POINT                             | THK    | THICK                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| PV                     | PLUG VALVE              | DET     | DETAIL                            | MH    | MANHOLE                               | TI     | TEMPERATURE INDICATOR  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| SOV                    | SOLENOID OPERATED VALVE | DIA     | DIAMETER                          | MANUF | MANUFACTURER                          | TM     | TRANSMISSION MAIN      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
| THD                    | THREADED                | DIM     | DIMENSION                         | MO    | MASONRY OPENING                       | TO     | THROUGHOUT             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | DN      | DOWN                              | MAX   | MAXIMUM                               | TOC    | TOP OF CONCRETE        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | DWG     | DRAWING                           | MECH  | MECHANICAL                            | TOS    | TOP OF SLAB            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | D       | DRAIN                             | MIN   | MINIMUM                               | TYP    | TYPICAL                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | DW      | DRIVEWAY                          | MOV   | MOTOR OPERATED VALVE                  | T.O.B. | TOP OF BANK            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | EA      | EACH                              | MISC  | MISCELLANEOUS                         | TOE    | TOE OF BERM            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | E       | EAST                              | N     | NORTH                                 | T.O.P. | TOP OF PIPE            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | EB      | EXPANSION BOLT                    | NIC   | NOT IN CONTRACT                       | TRANS  | TRANSFORMER            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | EJ      | EXPANSION JOINT                   | NTS   | NOT TO SCALE                          | TS     | TAPPING SLEEVE         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | EM      | ELECTRICAL METER                  | NO    | NUMBER                                | UG     | UNDERGROUND            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | EOP     | EDGE OF PAVEMENT                  | OHW   | OVERHEAD WIRE                         | UGE    | UNDERGROUND ELECTRIC   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | EF      | EACH FACE                         | OC    | ON CENTER                             | UNO    | UNLESS NOTED OTHERWISE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | EW      | EACH WAY                          | OF    | OUTSIDE FACE                          | VERT   | VERTICAL               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | ECC     | ECCENTRIC                         | OPNG  | OPENING                               | WTR    | WATER                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | ELEC    | ELECTRIC                          | OD    | OUTSIDE DIAMETER                      | WL     | WATER LEVEL            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | ELELEV  | ELEVATION                         | PG    | PAGE                                  | WWF    | WELDED WIRE FABRIC     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | EQUIP   | EQUIPMENT                         |       |                                       | W      | WITH                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |
|                        |                         | EXIST   | EXISTING                          |       |                                       | W      | WEST                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |        |  |

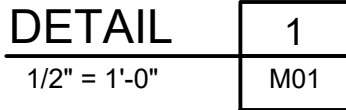
DETAIL IDENTIFICATION

DETAIL IDENTIFICATION

(1) DETAIL CALL-OUT ON DRAWING C10



(2) ON DRAWING C11 THIS DETAIL IDENTIFIED AS:



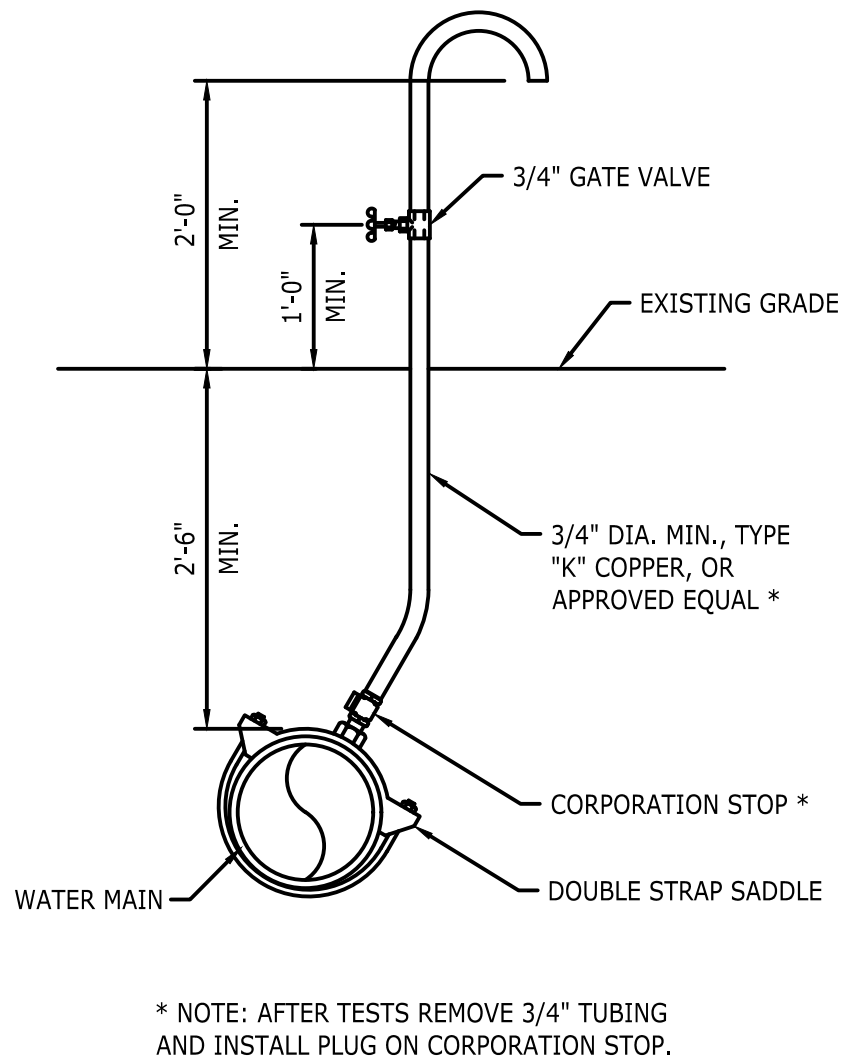
\* NOTE: IF PLAN AND SECTION (OR DETAIL CALL-OUT AND DETAIL) ARE SHOWN ON SAME DRAWING, DRAWING NUMBER IS REPLACED BY A LINE.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|



[illegible][illegible][illegible]

| BACTERIOLOGICAL SAMPLING LOCATIONS TABLE |      |                 |          |
|------------------------------------------|------|-----------------|----------|
| DRAWING                                  | BSL# | STATION         | LOCATION |
| C-02                                     | 1    | 0+85, 0.55' R   | 8" DI WM |
| C-02                                     | 2    | 0+83, 9.10' R   | 6" DI WM |
| C-02                                     | 3    | 3+55, 31.20' L  | 6" DI WM |
| C-03                                     | 4    | 6+78, 28.10' L  | 6 DI WM  |
| C-04                                     | 5    | 12+06, 10.00' L | 8" DI WM |
| C-06                                     | 6    | 22+08, 92.00' L | 6" DI WM |
| C-06A                                    | 7    | 29+49, 47.45' R | 8" DI WM |
| C-06A                                    | 8    | 20+50, 31.80' R | 6" DI WM |
| C-06A                                    | 9    | 22+01, 7.50' R  | 6" DI WM |
| C-06A                                    | 10   | 23+74, 30.16' R | 4" DI WM |
| C-07                                     | 11   | 26+52, 18.70' R | 6" DI WM |
| C-07                                     | 12   | 27+52, 27.70' R | 6" DI WM |
| C-08                                     | 13   | 31+70, 22.90' R | 6" DI WM |
| C-08                                     | 14   | 31+73, 22.12' R | 6" DI WM |
| C-08                                     | 15   | 31+95, 8.02' R  | 8" DI WM |
| C-09                                     | 16   | 35+28, 40.60' R | 6" DI WM |
| C-09                                     | 17   | 37+09, 14.27' R | 6" DI WM |
| C-09                                     | 18   | 37+80, 15.05' L | 8" DI WM |



## TEMPORARY BACTERIOLOGICAL SAMPLING POINT

|        |   |
|--------|---|
| DETAIL | 1 |
| N.T.S. | - |

|     |             |         |    |                                                                   |                                                                                                                                             |
|-----|-------------|---------|----|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
|     |             |         |    | PROJECT ENGINEER:                                                 | M. PECKHAM                                                                                                                                  |
|     |             |         |    | DESIGNED BY:                                                      | T. KAYALI                                                                                                                                   |
|     |             |         |    | DRAWN BY:                                                         | C. LOMBANA                                                                                                                                  |
| 4   | BID SET     | 02/2024 | MP | CHECKED BY:                                                       | T. BOMARITO                                                                                                                                 |
| 3   | 100% DESIGN | 11/2023 | MP |                                                                   |                                                                                                                                             |
| 2   | 60% DESIGN  | 09/2023 | MP |                                                                   |                                                                                                                                             |
| 1   | 30% DESIGN  | 07/2023 | MP | IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE | <div> <div>0</div> <div>1/2"</div> <div>1"</div>  </div> |
| REV | ISSUED FOR  | DATE    | BY |                                                                   |                                                                                                                                             |

MELANIE PECKHAM PE. No. 66487



CITY OF OCOEE  
UTILITIES DEPARTMENT

LAKEWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

## BACTERIOLOGICAL SAMPLING AND TEST HOLE LOCATIONS TABLES

|                    |               |
|--------------------|---------------|
| DATE:              | FEBRUARY 2024 |
| HAZEN NO.:         | 41154-002     |
| CONTRACT NO.:      |               |
| DRAWING<br>NUMBER: |               |
|                    | G-04          |



File: C:\USERS\HP\Documents\HAZEN AND SAWYER\41154-002\_FLEWELLING AVE AC WATER MAIN REPL\PROJECT FILES\01\_DESIGN\CIVIL\C-01\_Saved by HP.dwg, Plot Date: 2/12/2024 3:47 p. m., BY: HP



PLAN  
SCALE: 1" = 200'

| REV | ISSUED FOR  | DATE    | BY |
|-----|-------------|---------|----|
| 4   | BID SET     | 02/2024 | MP |
| 3   | 100% DESIGN | 11/2023 | MP |
| 2   | 60% DESIGN  | 09/2023 | MP |
| 1   | 30% DESIGN  | 07/2023 | MP |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| PROJECT ENGINEER:                                                 | M. PECKHAM  |
| DESIGNED BY:                                                      | T. KAYALI   |
| DRAWN BY:                                                         | C. LOMBANA  |
| CHECKED BY:                                                       | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE |             |



MELANIE PECKHAM PE. No. 66487



HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE  
UTILITIES DEPARTMENT

LAKEWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

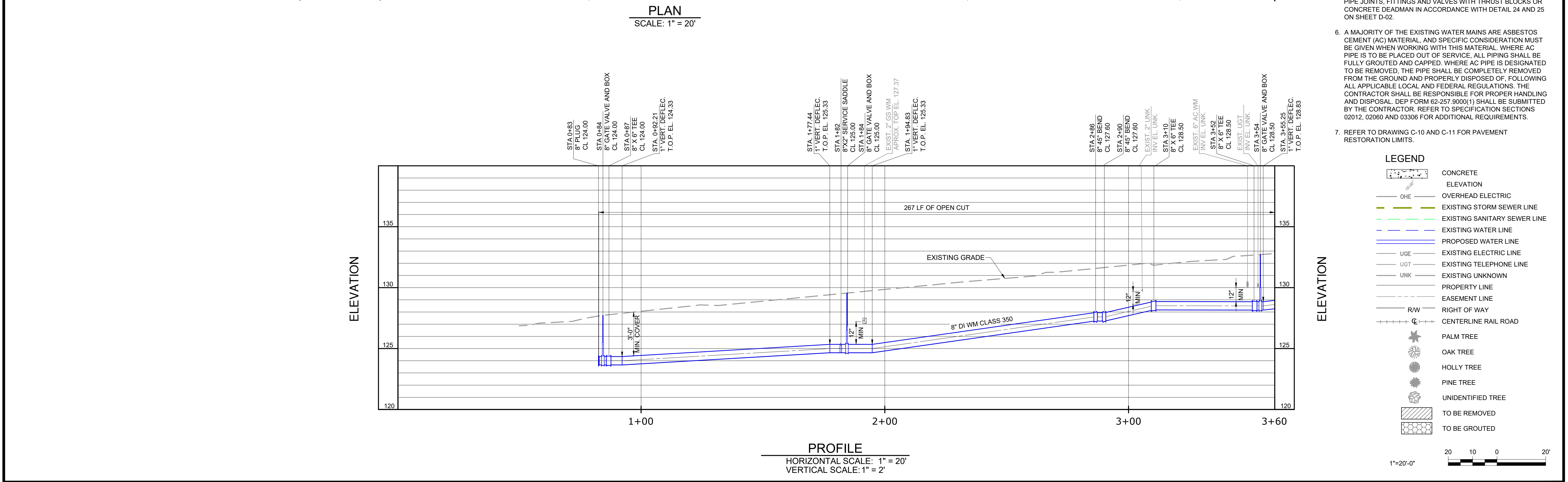
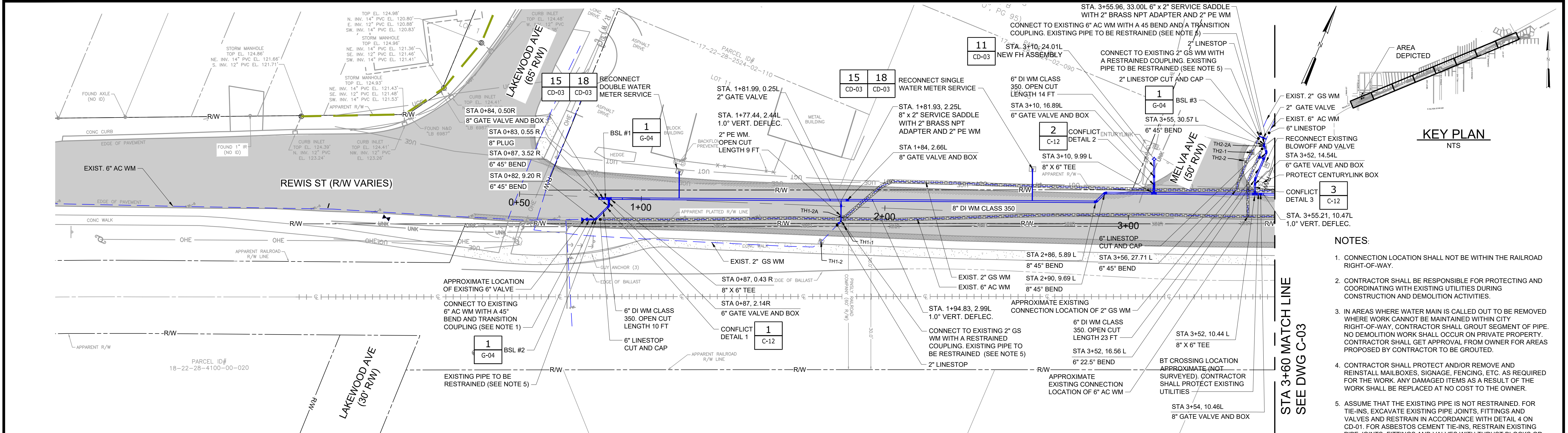
CIVIL  
KEY MAP

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: |               |

C-01



File: C:\USERS\HP\ID\AC\DOCS\HAZEN AND SAWYER\41154-002\_FLEWELLING AVE AC WATER MAIN REPLACEMENT FILES\01\_DESIGN\VALC-02 Saved by HP Save date: 2/2/2024 3:44 p. m.  
PLOT DATE: 2/2/2024 3:49 p. m. BY: HP



|                                    |             |
|------------------------------------|-------------|
| PROJECT ENGINEER:                  | M. PECKHAM  |
| DESIGNED BY:                       | T. KAYALI   |
| DRAWN BY:                          | C. LOMBANA  |
| CHECKED BY:                        | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1\"/> | 0 1/2\"/>   |

|     |             |         |    |
|-----|-------------|---------|----|
| REV | ISSUED FOR  | DATE    | BY |
| 4   | BID SET     | 02/2024 | MP |
| 3   | 100% DESIGN | 11/2023 | MP |
| 2   | 60% DESIGN  | 09/2023 | MP |
| 1   | 30% DESIGN  | 07/2023 | MP |

# Hazen

HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814

CITY OF OCOEE  
UTILITIES DEPARTMENT

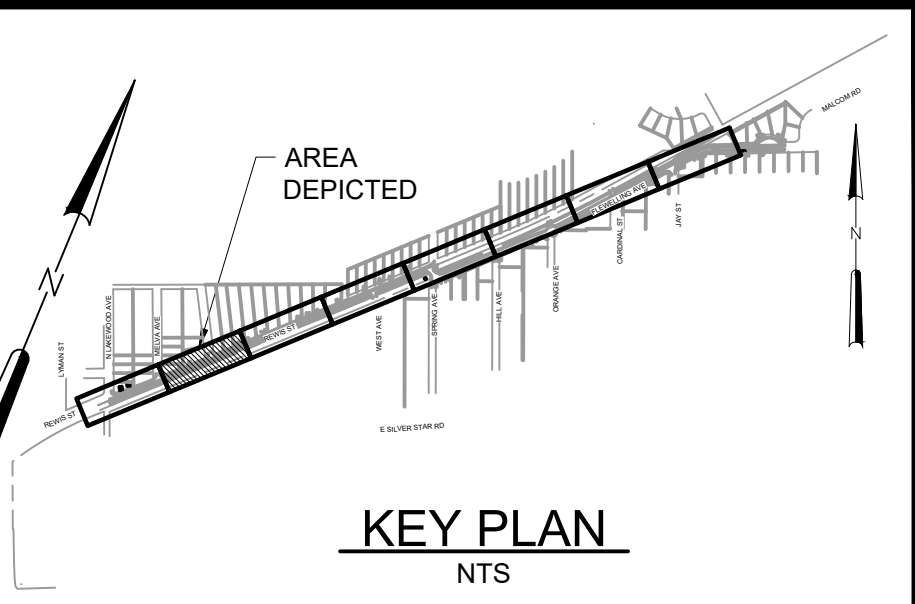
LAKESWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

CIVIL  
PLAN AND PROFILE  
STA 0+00 TO STA 3+60

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: |               |

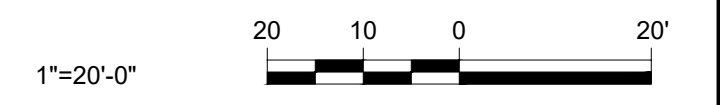
C-02



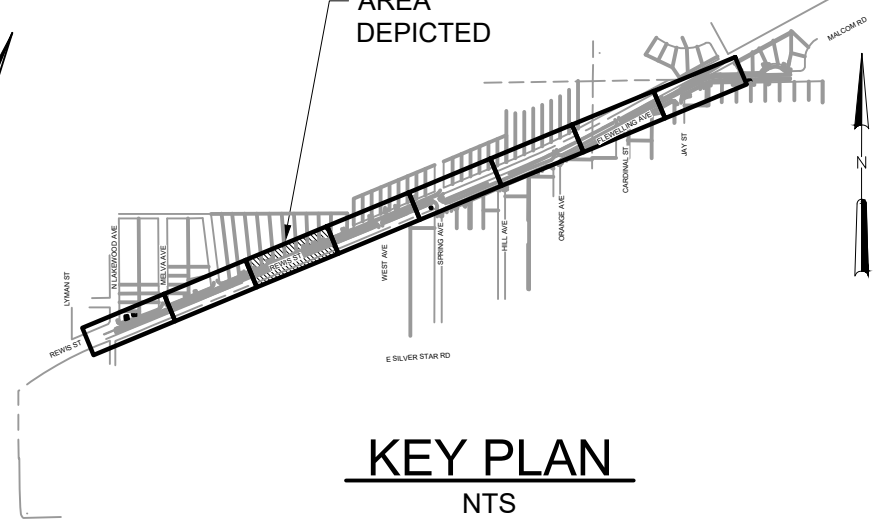


# LEGEND

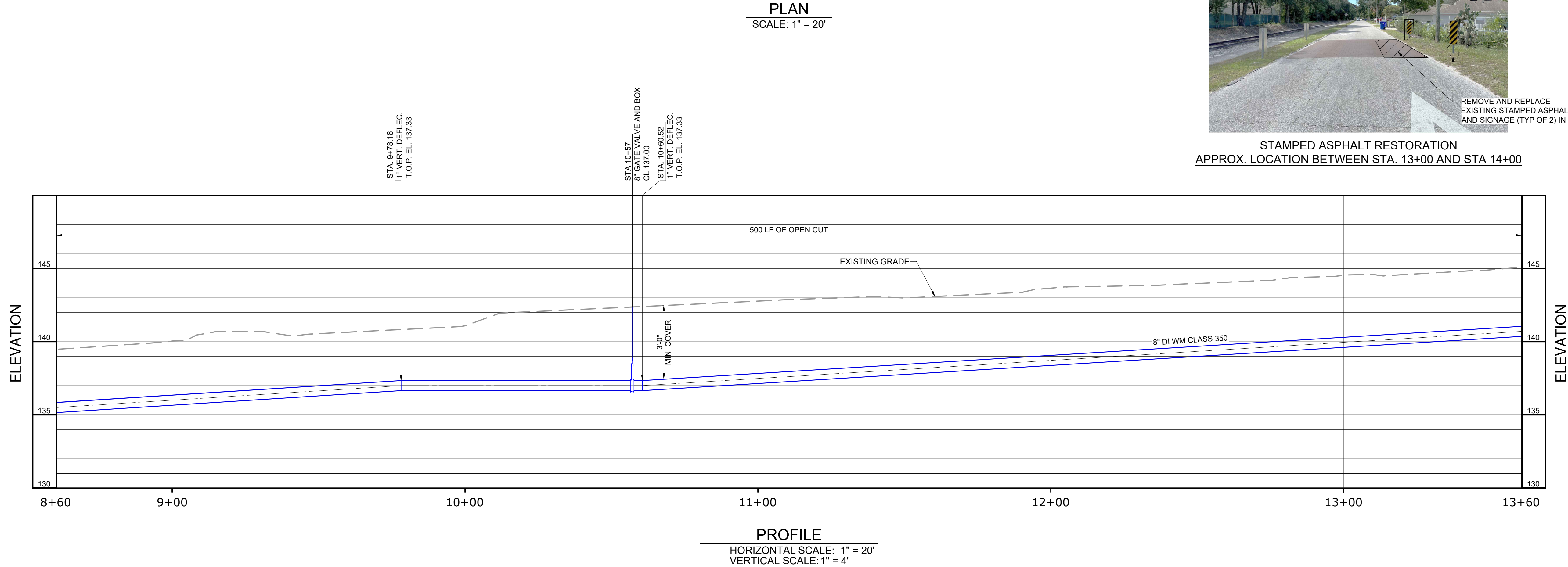
|                                                                                       |                              |
|---------------------------------------------------------------------------------------|------------------------------|
|  |                              |
|  | CONCRETE                     |
|  | ELEVATION                    |
|  | OVERHEAD ELECTRIC            |
|  | EXISTING STORM SEWER LINE    |
|  | EXISTING SANITARY SEWER LINE |
|  | EXISTING WATER LINE          |
|  | PROPOSED WATER LINE          |
|  | UGE                          |
|  | UGT                          |
|  | UNK                          |
|  | EXISTING ELECTRIC LINE       |
|  | EXISTING TELEPHONE LINE      |
|  | PROPERTY LINE                |
|  | EASEMENT LINE                |
|  | RW                           |
|  | RIGHT OF WAY                 |
|  | CENTERLINE RAIL ROAD         |
|  | PALM TREE                    |
|  | OAK TREE                     |
|  | HOLLY TREE                   |
|  | PINE TREE                    |
|  | UNIDENTIFIED TREE            |
|  | TO BE REMOVED                |
|  | TO BE GROUTED                |

[illegible]





- NOTES:**
1. CONNECTION LOCATION SHALL NOT BE WITHIN THE RAILROAD RIGHT-OF-WAY.
  2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND COORDINATING WITH EXISTING UTILITIES DURING CONSTRUCTION AND DEMOLITION ACTIVITIES.
  3. IN AREAS WHERE WATER MAIN IS CALLED OUT TO BE REMOVED WHERE WORK CANNOT BE MAINTAINED WITHIN CITY RIGHT-OF-WAY, CONTRACTOR SHALL GROUT SEGMENT OF PIPE. NO DEMOLITION WORK SHALL OCCUR ON PRIVATE PROPERTY. CONTRACTOR SHALL GET APPROVAL FROM OWNER FOR AREAS PROPOSED BY CONTRACTOR TO BE GROUDED.
  4. CONTRACTOR SHALL PROTECT AND/OR REMOVE AND REINSTATE MANHOLES, SIGNAGE, ETC., AS REQUIRED FOR THE WORK. ANY DAMAGED ITEMS AS A RESULT OF THE WORK SHALL BE REPLACED AT NO COST TO THE OWNER.
  5. ASSUME THAT THE EXISTING PIPE IS NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH DETAIL 4 ON CD-01. FOR ASBESTOS CEMENT TIE-INS, RESTRAIN EXISTING PIPE JOINTS, FITTINGS AND VALVES WITH THRUST BLOCKS OR CONCRETE DEADMAN IN ACCORDANCE WITH DETAIL 24 AND 25 ON SHEET D-02.
  6. A MAJORITY OF THE EXISTING WATER MAINS ARE ASBESTOS CEMENT (AC) MATERIAL, AND SPECIFIC CONSIDERATION MUST BE GIVEN WHEN WORKING WITH THIS MATERIAL. WHERE AC PIPE IS TO BE PLACED OUT OF SERVICE, ALL PIPING SHALL BE FULLY GROUDED AND CAPPED. WHERE AC PIPE IS DESIGNATED TO BE REMOVED, THE PIPE SHALL BE COMPLETELY REMOVED FROM THE GROUND AND PROPERLY DISPOSED OF, FOLLOWING ALL APPLICABLE LOCAL AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER HANDLING AND DISPOSAL. DEP FORM 62-257.9000(1) SHALL BE SUBMITTED BY THE CONTRACTOR. REFER TO SPECIFICATION SECTIONS 02012, 02060 AND 03306 FOR ADDITIONAL REQUIREMENTS.
  7. REFER TO DRAWING C-10 AND C-11 FOR PAVEMENT RESTORATION LIMITS.



|     |             |         |    |                                                                   |                                                                                                                                             |
|-----|-------------|---------|----|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
|     |             |         |    | PROJECT ENGINEER:                                                 | M. PECKHAM                                                                                                                                  |
|     |             |         |    | DESIGNED BY:                                                      | T. KAYALI                                                                                                                                   |
|     |             |         |    | DRAWN BY:                                                         | C. LOMBANA                                                                                                                                  |
| 4   | BID SET     | 02/2024 | MP | CHECKED BY:                                                       | T. BOMARITO                                                                                                                                 |
| 3   | 100% DESIGN | 11/2023 | MP |                                                                   |                                                                                                                                             |
| 2   | 60% DESIGN  | 09/2023 | MP |                                                                   |                                                                                                                                             |
| 1   | 30% DESIGN  | 07/2023 | MP | IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE | <div> <div>0</div> <div>1/2"</div> <div>1"</div>  </div> |
| REV | ISSUED FOR  | DATE    | BY |                                                                   |                                                                                                                                             |

MELANIE PECKHAM PE. No. 66487

# Hazen

HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE

UTILITIES DEPARTMENT

---

LAKEWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

CIVIL  
PLAN AND PROFILE  
STA 8+60 TO STA 13+60

DATE: FEBRUARY 2024

---

HAZEN NO.: 41154-002

---

CONTRACT NO.:

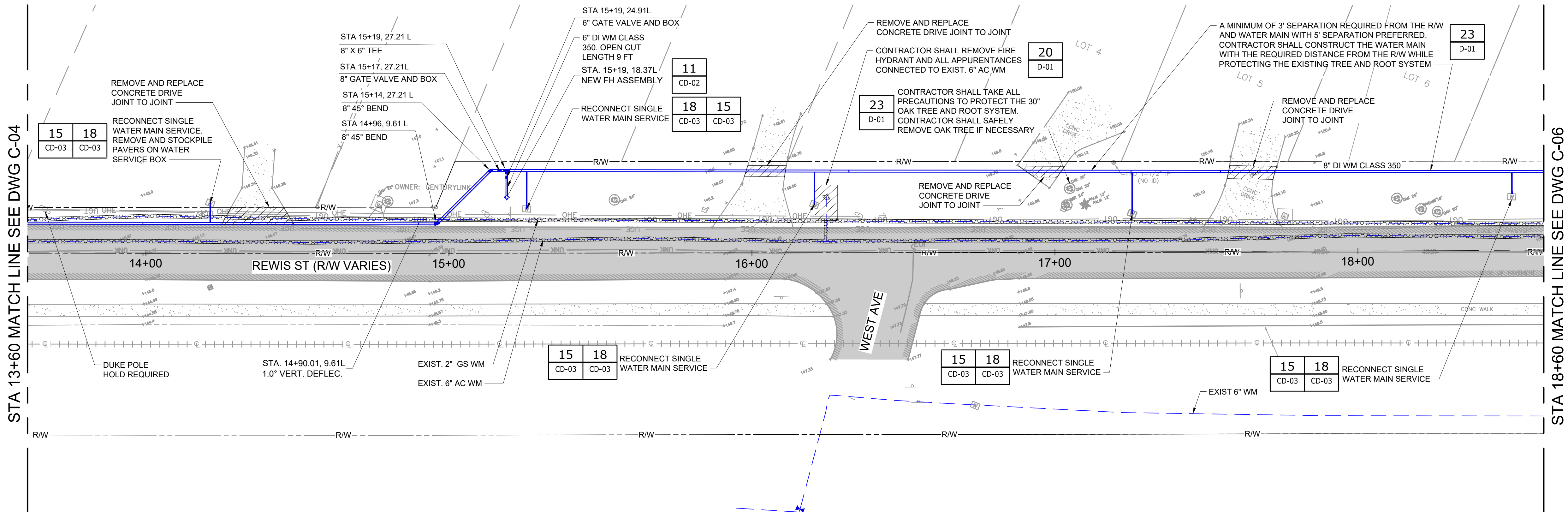
---

DRAWING  
NUMBER:

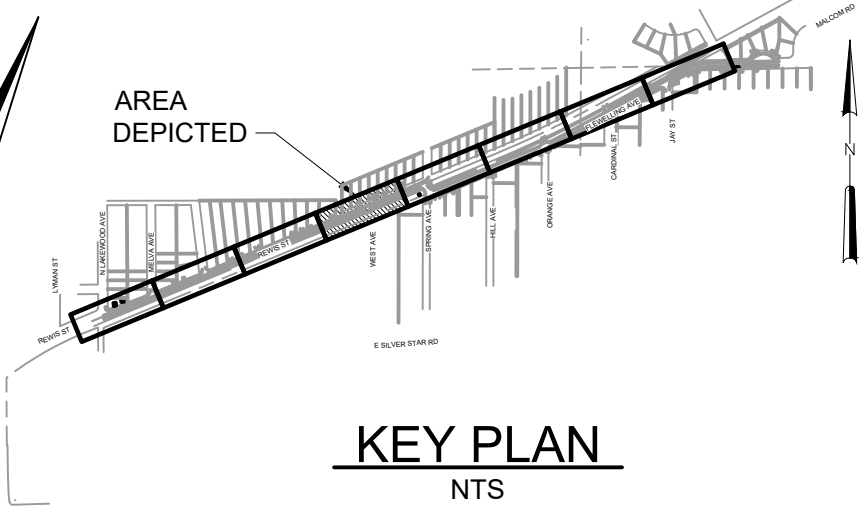
C-04



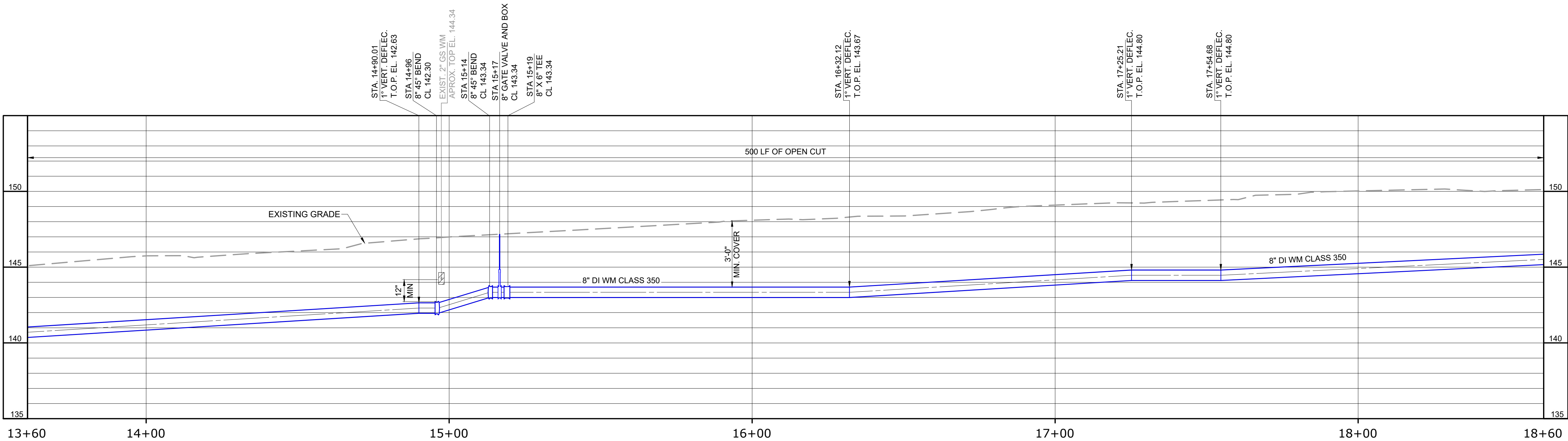
File: C:\USERS\HPD\ACDC\GCSHAZEN AND SAWYER\41154-002\_FLEVELLING AVE AC WATER MAIN REPLACEMENT\FILES\01\_DESIGN\VALC-05 Saved by HP Save date: 1/26/2024 3:30 p. m.  
PLOT DATE: 2/12/2024 3:55 p. m. BY: HP



PLAN  
SCALE: 1" = 20'



- NOTES:
1. CONNECTION LOCATION SHALL NOT BE WITHIN THE RAILROAD RIGHT-OF-WAY.
  2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND COORDINATING WITH EXISTING UTILITIES DURING CONSTRUCTION AND DEMOLITION ACTIVITIES.
  3. IN AREAS WHERE WATER MAIN IS CALLED OUT TO BE REMOVED WHERE WORK CANNOT BE MAINTAINED WITHIN CITY RIGHT-OF-WAY, CONTRACTOR SHALL GROUT SEGMENT OF PIPE. NO DEMOLITION WORK SHALL OCCUR ON PRIVATE PROPERTY. CONTRACTOR SHALL GET APPROVAL FROM OWNER FOR AREAS PROPOSED BY CONTRACTOR TO BE GROUTED.
  4. CONTRACTOR SHALL PROTECT AND/OR REMOVE AND REINSTALL MAILBOXES, SIGNAGE, FENCING, ETC. AS REQUIRED FOR THE WORK. ANY DAMAGED ITEMS AS A RESULT OF THE WORK SHALL BE REPLACED AT NO COST TO THE OWNER.
  5. ASSUME THAT THE EXISTING PIPE IS NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH DETAIL 4 ON CD-01. FOR ASBESTOS CEMENT TIE-INS, RESTRAIN EXISTING PIPE JOINTS, FITTINGS AND VALVES WITH THRUST BLOCKS OR CONCRETE DEADMAN IN ACCORDANCE WITH DETAIL 24 AND 25 ON SHEET D-02.
  6. A MAJORITY OF THE EXISTING WATER MAINS ARE ASBESTOS CEMENT (AC) MATERIAL, AND SPECIFIC CONSIDERATION MUST BE GIVEN WHEN WORKING WITH THIS MATERIAL. WHERE AC PIPE IS TO BE PLACED OUT OF SERVICE, ALL PIPING SHALL BE FULLY GROUTED AND CAPPED. WHERE AC PIPE IS DESIGNATED TO BE REMOVED, THE PIPE SHALL BE COMPLETELY REMOVED FROM THE GROUND AND PROPERLY DISPOSED OF, FOLLOWING ALL APPLICABLE LOCAL AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER HANDLING AND DISPOSAL. DEP FORM 62-257.9000(1) SHALL BE SUBMITTED BY THE CONTRACTOR. REFER TO SPECIFICATION SECTIONS 02012, 02060 AND 03306 FOR ADDITIONAL REQUIREMENTS.
  7. REFER TO DRAWING C-10 AND C-11 FOR PAVEMENT RESTORATION LIMITS.



PROFILE  
HORIZONTAL SCALE: 1" = 20'  
VERTICAL SCALE: 1" = 4'

- LEGEND
- CONCRETE
  - ELEVATION
  - OHE OVERHEAD ELECTRIC
  - EXISTING STORM SEWER LINE
  - EXISTING SANITARY SEWER LINE
  - EXISTING WATER LINE
  - PROPOSED WATER LINE
  - EXISTING ELECTRIC LINE
  - EXISTING TELEPHONE LINE
  - EXISTING UNKNOWN
  - PROPERTY LINE
  - EASEMENT LINE
  - RIGHT OF WAY
  - CENTERLINE RAIL ROAD
  - PALM TREE
  - OAK TREE
  - HOLLY TREE
  - PINE TREE
  - UNIDENTIFIED TREE
  - TO BE REMOVED
  - TO BE GROUTED



|     |             |         |    |                                                                   |             |
|-----|-------------|---------|----|-------------------------------------------------------------------|-------------|
|     |             |         |    | PROJECT ENGINEER:                                                 | M. PECKHAM  |
|     |             |         |    | DESIGNED BY:                                                      | T. KAYALI   |
|     |             |         |    | DRAWN BY:                                                         | C. LOMBANA  |
|     |             |         |    | CHECKED BY:                                                       | T. BOMARITO |
| 4   | BID SET     | 02/2024 | MP | IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE |             |
| 3   | 100% DESIGN | 11/2023 | MP |                                                                   |             |
| 2   | 60% DESIGN  | 09/2023 | MP |                                                                   |             |
| 1   | 30% DESIGN  | 07/2023 | MP |                                                                   |             |
| REV | ISSUED FOR  | DATE    | BY |                                                                   |             |

MELANIE PECKHAM PE. No. 66487

**Hazen**  
HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814

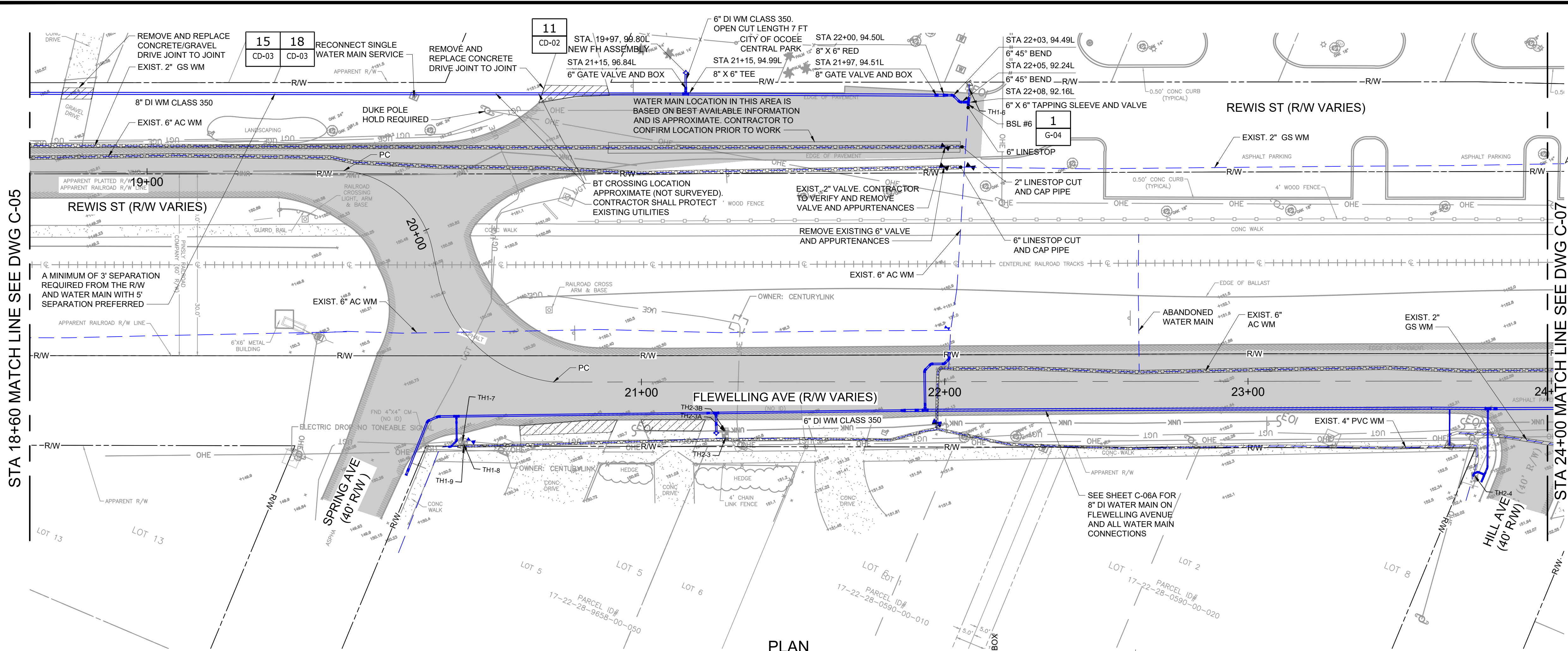
**CITY OF OCOEE**  
UTILITIES DEPARTMENT  
**LAKEMOOD/REWIS WATER MAIN**  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

CIVIL  
PLAN AND PROFILE  
STA 13+60 TO STA18+60

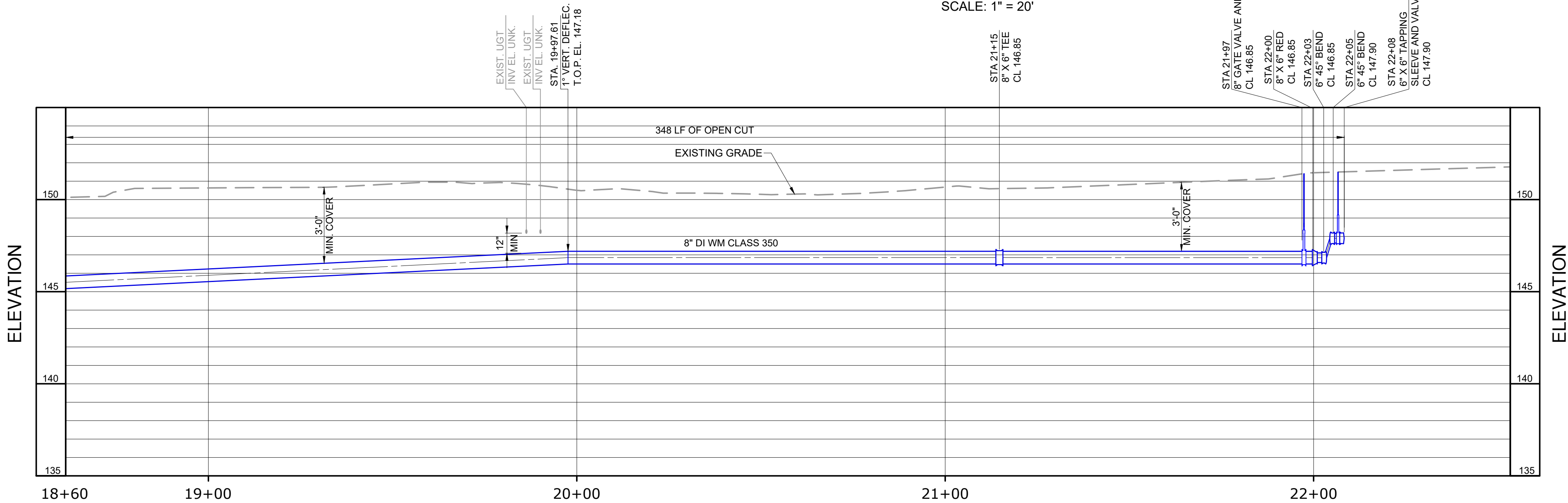
|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: | C-05          |



File: C:\USERS\HP\Documents\HAZEN AND SAWYER\1194-002\_FLEWELLING AVE AC WATER MAIN REPLACEMENT\FILES\01\_DESIGN\VALC-06 Saved by HP Save date: 2/20/2024 11:29 a.m.  
PLOT DATE: 2/20/2024 3:58 p.m. BY: HP



PLAN  
SCALE: 1" = 20'



PROFILE  
HORIZONTAL SCALE: 1" = 20'  
VERTICAL SCALE: 1" = 4'

NOTES:

- CONNECTION LOCATION SHALL NOT BE WITHIN THE RAILROAD RIGHT-OF-WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND COORDINATING WITH EXISTING UTILITIES DURING CONSTRUCTION AND DEMOLITION ACTIVITIES.
- IN AREAS WHERE WATER MAIN IS CALLED OUT TO BE REMOVED WHERE WORK CANNOT BE MAINTAINED WITHIN CITY RIGHT-OF-WAY, CONTRACTOR SHALL GROUT SEGMENT OF PIPE. NO DEMOLITION WORK SHALL OCCUR ON PRIVATE PROPERTY. CONTRACTOR SHALL GET APPROVAL FROM OWNER FOR AREAS PROPOSED BY CONTRACTOR TO BE GROUTED.
- CONTRACTOR SHALL PROTECT AND/OR REMOVE AND REINSTALL MAILBOXES, SIGNAGE, FENCING, ETC. AS REQUIRED FOR THE WORK. ANY DAMAGED ITEMS AS A RESULT OF THE WORK SHALL BE REPLACED AT NO COST TO THE OWNER.
- ASSUME THAT THE EXISTING PIPE IS NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH DETAIL 4 ON CD-01. FOR ASBESTOS CEMENT TIE-INS, RESTRAIN EXISTING PIPE JOINTS, FITTINGS AND VALVES WITH THRUST BLOCKS OR CONCRETE DEADMAN IN ACCORDANCE WITH DETAIL 24 AND 25 ON SHEET D-02.
- A MAJORITY OF THE EXISTING WATER MAINS ARE ASBESTOS CEMENT (AC) MATERIAL, AND SPECIFIC CONSIDERATION MUST BE GIVEN WHEN WORKING WITH THIS MATERIAL. WHERE AC PIPE IS TO BE PLACED OUT OF SERVICE, ALL PIPING SHALL BE FULLY GROUTED AND CAPPED. WHERE AC PIPE IS DESIGNATED TO BE REMOVED, THE PIPE SHALL BE COMPLETELY REMOVED FROM THE GROUND AND PROPERLY DISPOSED OF, FOLLOWING ALL APPLICABLE LOCAL AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER HANDLING AND DISPOSAL. DEP FORM 62-257.9000(1) SHALL BE SUBMITTED BY THE CONTRACTOR. REFER TO SPECIFICATION SECTIONS 02012, 02060 AND 03306 FOR ADDITIONAL REQUIREMENTS.
- REFER TO DRAWING C-10 AND C-11 FOR PAVEMENT RESTORATION LIMITS.

LEGEND

- |  |                              |
|--|------------------------------|
|  | CONCRETE                     |
|  | ELEVATION                    |
|  | OVERHEAD ELECTRIC            |
|  | EXISTING STORM SEWER LINE    |
|  | EXISTING SANITARY SEWER LINE |
|  | EXISTING WATER LINE          |
|  | PROPOSED WATER LINE          |
|  | EXISTING ELECTRIC LINE       |
|  | EXISTING TELEPHONE LINE      |
|  | EXISTING UNKNOWN             |
|  | PROPERTY LINE                |
|  | EASEMENT LINE                |
|  | RIGHT OF WAY                 |
|  | CENTERLINE RAIL ROAD         |
|  | PALM TREE                    |
|  | OAK TREE                     |
|  | HOLLY TREE                   |
|  | PINE TREE                    |
|  | UNIDENTIFIED TREE            |
|  | TO BE REMOVED                |
|  | TO BE GROUTED                |

1"=20'-0"



| REV | ISSUED FOR  | DATE    | BY |
|-----|-------------|---------|----|
| 4   | BID SET     | 02/2024 | MP |
| 3   | 100% DESIGN | 11/2023 | MP |
| 2   | 60% DESIGN  | 09/2023 | MP |
| 1   | 30% DESIGN  | 07/2023 | MP |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| PROJECT ENGINEER:                                                 | M. PECKHAM  |
| DESIGNED BY:                                                      | T. KAYALI   |
| DRAWN BY:                                                         | C. LOMBANA  |
| CHECKED BY:                                                       | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE |             |

MELANIE PECKHAM PE. No. 66487

**Hazen**

HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE  
UTILITIES DEPARTMENT

LAKESWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

CIVIL  
NORTH WM PLAN AND PROFILE  
STA 18+60 TO STA 22+08

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: |               |

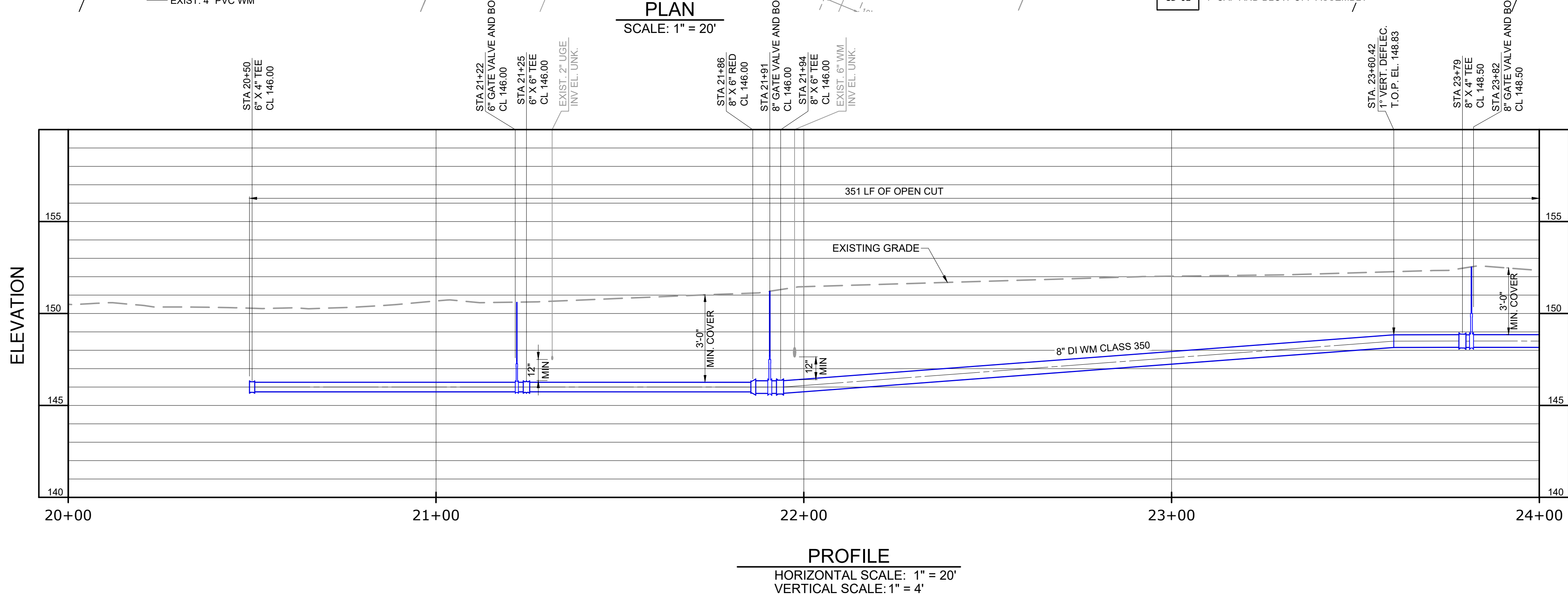
C-06



File: C:\USERS\HP\Documents\HAZEN AND SAWYER\41154-002\_FLEWELLING AVE AC WATER MAIN REPLACEMENT FILES\01\_DESIGN\VALC-06A Saved by HP Save date: 1/20/2024 10:00 p. m.  
PLOT DATE: 2/12/2024 4:00 p. m. BY: HP

STA 18+60 MATCH LINE SEE DWG C-05

STA 24+00 MATCH LINE  
SEE DWG C-07



NOTES:

1. CONNECTION LOCATION SHALL NOT BE WITHIN THE RAILROAD RIGHT-OF-WAY.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND COORDINATING WITH EXISTING UTILITIES DURING CONSTRUCTION AND DEMOLITION ACTIVITIES.
3. IN AREAS WHERE WATER MAIN IS CALLED OUT TO BE REMOVED WHERE WORK CANNOT BE MAINTAINED WITHIN CITY RIGHT-OF-WAY, CONTRACTOR SHALL GROUT SEGMENT OF PIPE. NO DEMOLITION WORK SHALL OCCUR ON PRIVATE PROPERTY. CONTRACTOR SHALL GET APPROVAL FROM OWNER FOR AREAS PROPOSED BY CONTRACTOR TO BE GROUTED.
4. CONTRACTOR SHALL PROTECT AND/OR REMOVE AND REINSTALL MAILBOXES, SIGNAGE, FENCING, ETC. AS REQUIRED FOR THE WORK. ANY DAMAGED ITEMS AS A RESULT OF THE WORK SHALL BE REPLACED AT NO COST TO THE OWNER.
5. ASSUME THAT THE EXISTING PIPE IS NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH DETAIL 4 ON CD-01. FOR ASBESTOS CEMENT TIE-INS, RESTRAIN EXISTING PIPE JOINTS, FITTINGS AND VALVES WITH THRUST BLOCKS OR CONCRETE DEADMAN IN ACCORDANCE WITH DETAIL 24 AND 25 ON SHEET D-02.
6. A MAJORITY OF THE EXISTING WATER MAINS ARE ASBESTOS CEMENT (AC) MATERIAL, AND SPECIFIC CONSIDERATION MUST BE GIVEN WHEN WORKING WITH THIS MATERIAL. WHERE AC PIPE IS TO BE PLACED OUT OF SERVICE, ALL PIPING SHALL BE FULLY GROUTED AND CAPPED. WHERE AC PIPE IS DESIGNATED TO BE REMOVED, THE PIPE SHALL BE COMPLETELY REMOVED FROM THE GROUND AND PROPERLY DISPOSED OF, FOLLOWING ALL APPLICABLE LOCAL AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER HANDLING AND DISPOSAL. DEP FORM 62-257.900(1) SHALL BE SUBMITTED BY THE CONTRACTOR. REFER TO SPECIFICATION SECTIONS 02012, 02060 AND 03306 FOR ADDITIONAL REQUIREMENTS.
7. REFER TO DRAWING C-10 AND C-11 FOR PAVEMENT RESTORATION LIMITS.

LEGEND

- |  |                              |
|--|------------------------------|
|  | CONCRETE                     |
|  | ELEVATION                    |
|  | OVERHEAD ELECTRIC            |
|  | EXISTING STORM SEWER LINE    |
|  | EXISTING SANITARY SEWER LINE |
|  | EXISTING WATER LINE          |
|  | PROPOSED WATER LINE          |
|  | EXISTING ELECTRIC LINE       |
|  | EXISTING TELEPHONE LINE      |
|  | EXISTING UNKNOWN             |
|  | PROPERTY LINE                |
|  | EASEMENT LINE                |
|  | RIGHT OF WAY                 |
|  | CENTERLINE RAIL ROAD         |
|  | PALM TREE                    |
|  | OAK TREE                     |
|  | HOLLY TREE                   |
|  | PINE TREE                    |
|  | UNIDENTIFIED TREE            |
|  | TO BE REMOVED                |
|  | TO BE GROUTED                |

1"=20'-0"



| REV | ISSUED FOR  | DATE    | BY |
|-----|-------------|---------|----|
| 4   | BID SET     | 02/2024 | MP |
| 3   | 100% DESIGN | 11/2023 | MP |
| 2   | 60% DESIGN  | 09/2023 | MP |
| 1   | 30% DESIGN  | 07/2023 | MP |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| PROJECT ENGINEER:                                                 | M. PECKHAM  |
| DESIGNED BY:                                                      | T. KAYALI   |
| DRAWN BY:                                                         | C. LOMBANA  |
| CHECKED BY:                                                       | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE |             |

MELANIE PECKHAM PE. No. 66487

**Hazen**

HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE  
UTILITIES DEPARTMENT

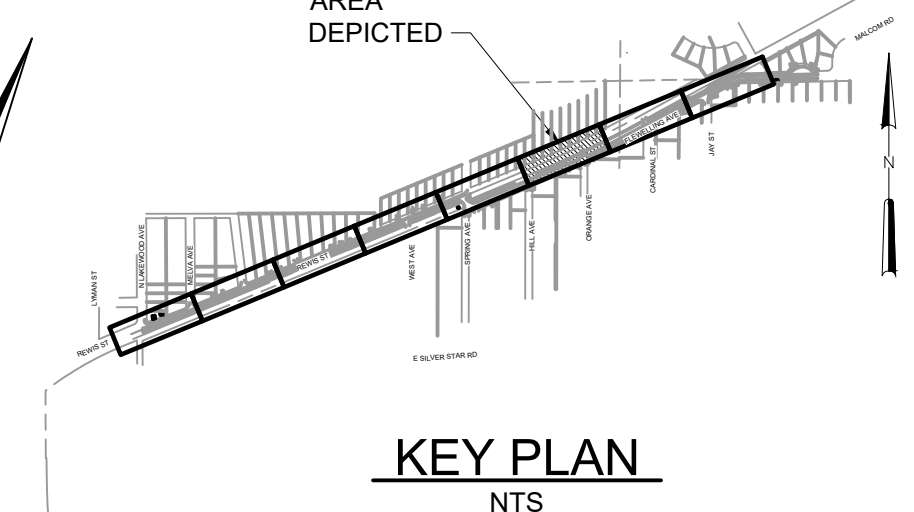
LAKESWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

CIVIL  
SOUTH WM PLAN AND PROFILE  
STA 20+00 TO STA 24+00

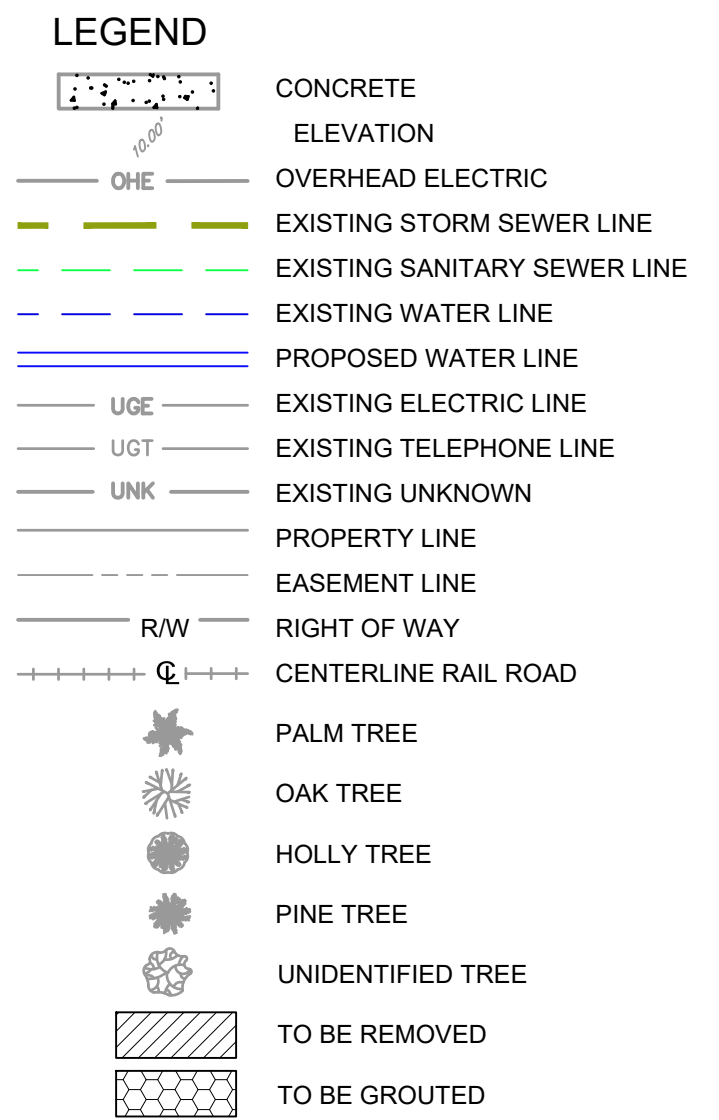
|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: |               |

C-06A



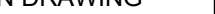


- NOTES:**
1. CONNECTION LOCATION SHALL NOT BE WITHIN THE RAILROAD RIGHT-OF-WAY.
  2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND COORDINATING WITH EXISTING UTILITIES DURING CONSTRUCTION AND DEMOLITION ACTIVITIES.
  3. IN AREAS WHERE WATER MAIN IS CALLED OUT TO BE REMOVED WHERE WORK CANNOT BE MAINTAINED WITHIN CITY RIGHT-OF-WAY, CONTRACTOR SHALL GROUT SEGMENT OF PIPE. NO DEMOLITION WORK SHALL OCCUR ON PRIVATE PROPERTY. CONTRACTOR SHALL GET APPROVAL FROM OWNER FOR AREAS PROPOSED BY CONTRACTOR TO BE GROUTED.
  4. CONTRACTOR SHALL PROTECT AND/OR REMOVE AND REINSTALL MAILBOXES, SIGNAGE, FENCING, ETC. AS REQUIRED FOR THE WORK. ANY DAMAGED ITEMS AS A RESULT OF THE WORK SHALL BE REPLACED AT NO COST TO THE OWNER.
  5. ASSUME THAT THE EXISTING PIPE IS NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH DETAIL 4 ON CD-01. FOR ASBESTOS CEMENT TIE-INS, RESTRAIN EXISTING PIPE JOINTS, FITTINGS AND VALVES WITH THRUST BLOCKS OR CONCRETE DEADMAN IN ACCORDANCE WITH DETAIL 24 AND 25 ON SHEET D-02.
  6. A MAJORITY OF THE EXISTING WATER MAINS ARE ASBESTOS CEMENT (AC) MATERIAL, AND SPECIFIC CONSIDERATION MUST BE GIVEN WHEN WORKING WITH THIS MATERIAL. WHERE AC PIPE IS TO BE PLACED OUT OF SERVICE, ALL PIPING SHALL BE FULLY GROUTED AND CAPPED. WHERE AC PIPE IS DESIGNATED TO BE REMOVED, THE PIPE SHALL BE COMPLETELY REMOVED FROM THE GROUND AND PROPERLY DISPOSED OF, FOLLOWING ALL APPLICABLE LOCAL AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER HANDLING AND DISPOSAL. DEP FORM 62-257.900(1) SHALL BE SUBMITTED BY THE CONTRACTOR. REFER TO SPECIFICATION SECTIONS 02012, 02060 AND 03306 FOR ADDITIONAL REQUIREMENTS.
  7. REFER TO DRAWING C-10 AND C-11 FOR PAVEMENT RESTORATION LIMITS.



## PROFILE

HORIZONTAL SCALE: 1" = 20'  
VERTICAL SCALE: 1" = 4'

|     |             |         |    |                                                                   |                                                                                                                                             |
|-----|-------------|---------|----|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
|     |             |         |    | PROJECT ENGINEER:                                                 | M. PECKHAM                                                                                                                                  |
|     |             |         |    | DESIGNED BY:                                                      | T. KAYALI                                                                                                                                   |
|     |             |         |    | DRAWN BY:                                                         | C. LOMBANA                                                                                                                                  |
| 4   | BID SET     | 02/2024 | MP | CHECKED BY:                                                       | T. BOMARITO                                                                                                                                 |
| 3   | 100% DESIGN | 11/2023 | MP |                                                                   |                                                                                                                                             |
| 2   | 60% DESIGN  | 09/2023 | MP |                                                                   |                                                                                                                                             |
| 1   | 30% DESIGN  | 07/2023 | MP | IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE | <div> <div>0</div> <div>1/2"</div> <div>1"</div> </div>  |
| REV | ISSUED FOR  | DATE    | BY |                                                                   |                                                                                                                                             |

MELANIE PECKHAM PE. No. 66487



CITY OF OCOEE  
UTILITIES DEPARTMENT

LAKEWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

CIVIL  
PLAN AND PROFILE  
STA 24+00 TO STA 29+00

|                    |               |
|--------------------|---------------|
| DATE:              | FEBRUARY 2024 |
| HAZEN NO.:         | 41154-002     |
| CONTRACT NO.:      |               |
| DRAWING<br>NUMBER: |               |

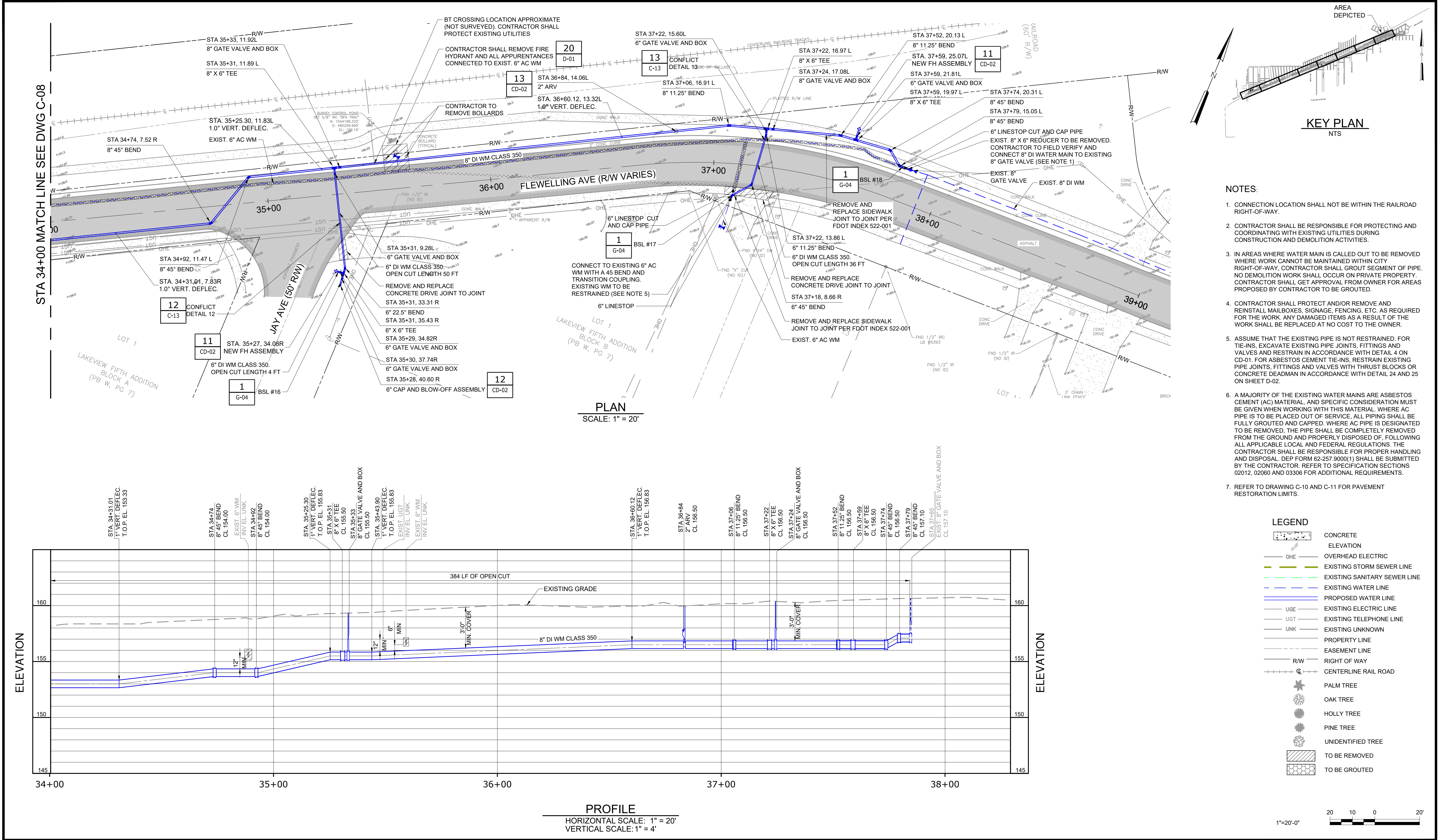
C-07 |







File: C:\USERS\HP\Documents\HAZEN AND SAWYER\41154-002\_FLEWELLING AVE AC WATER MAIN REPLACEMENT.dwg, HP Save date: 2/20/2024 11:28 a.m.  
PLOT DATE: 2/12/2024 4:08 p.m., BY: HP



|     |             |         |    |                                                                   |             |
|-----|-------------|---------|----|-------------------------------------------------------------------|-------------|
|     |             |         |    | PROJECT ENGINEER:                                                 | M. PECKHAM  |
|     |             |         |    | DESIGNED BY:                                                      | T. KAYALI   |
|     |             |         |    | DRAWN BY:                                                         | C. LOMBANA  |
|     |             |         |    | CHECKED BY:                                                       | T. BOMARITO |
| 4   | BID SET     | 02/2024 | MP | IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE |             |
| 3   | 100% DESIGN | 11/2023 | MP |                                                                   |             |
| 2   | 60% DESIGN  | 09/2023 | MP |                                                                   |             |
| 1   | 30% DESIGN  | 07/2023 | MP |                                                                   |             |
| REV | ISSUED FOR  | DATE    | BY |                                                                   |             |

MELANIE PECKHAM PE. No. 66487

**Hazen**  
HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814

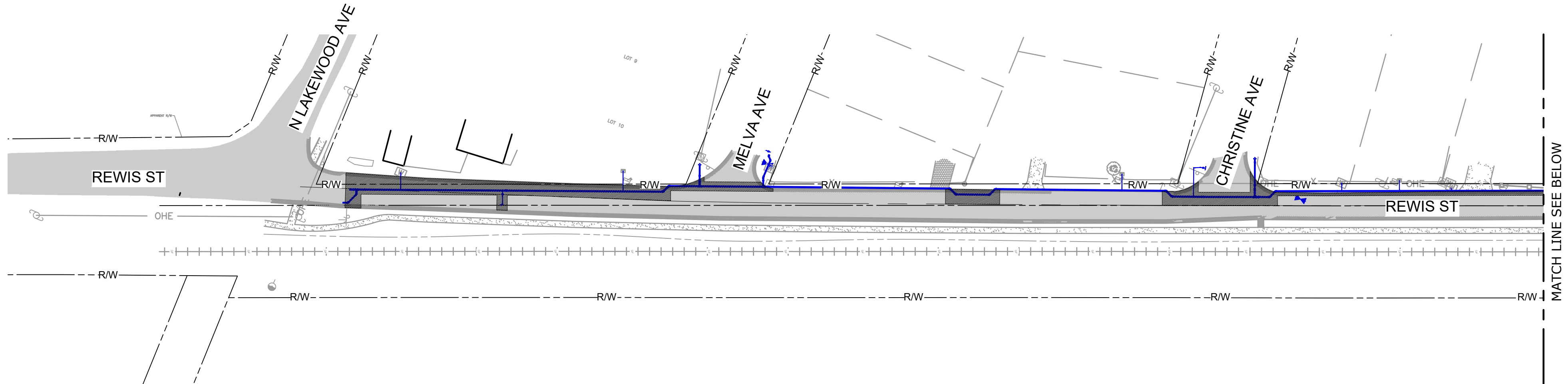
**City of Ocoee**  
CITY OF OCOEE  
UTILITIES DEPARTMENT  
LAKEWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

CIVIL  
PLAN AND PROFILE  
STA 34+00 TO STA 39+00

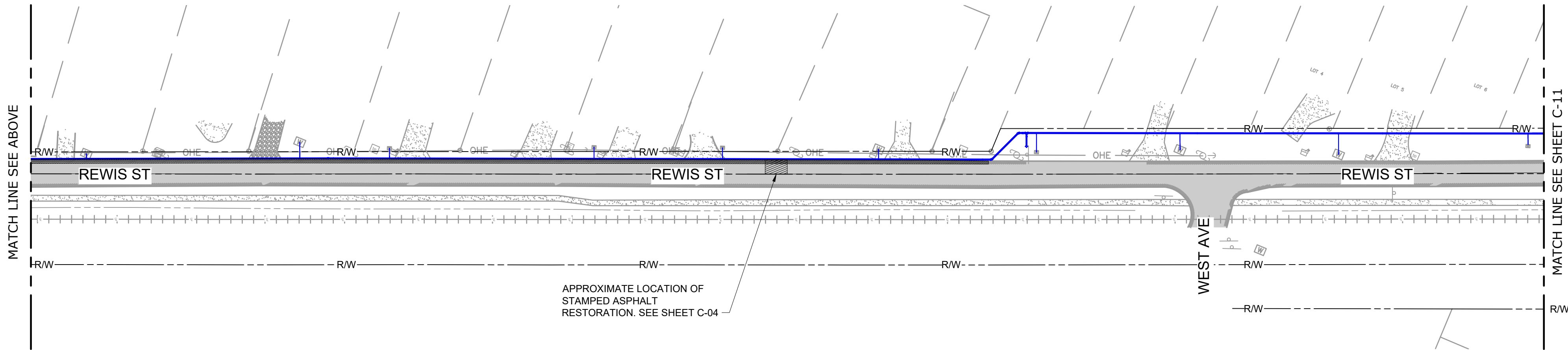
DATE: FEBRUARY 2024  
HAZEN NO.: 41154-002  
CONTRACT NO.:  
DRAWING NUMBER:  
C-09



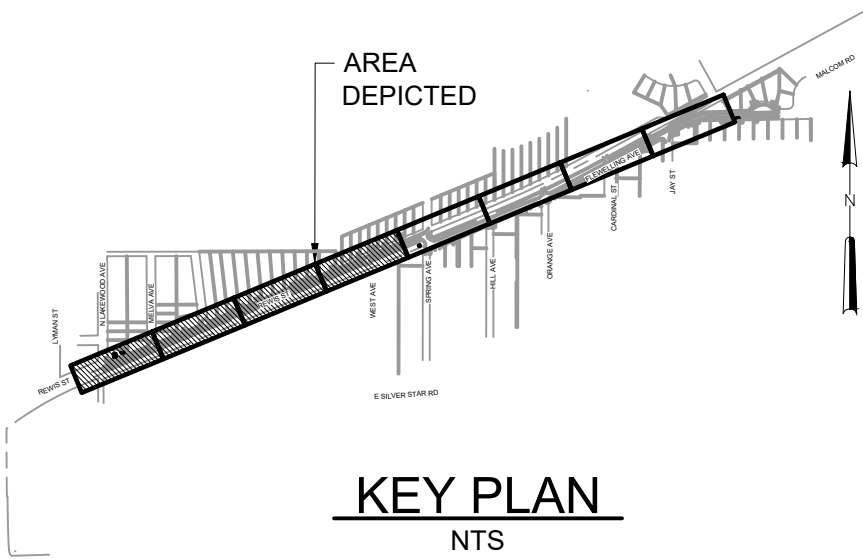
File: C:\USERS\HPID\ACCD\COG\HAZEN AND SAWYER\41154-02\_FLEWELLING AVE AC WATER MAIN REPL\PROJECT FILES\01\_DESIGN\DWG\C-10 Saved by HP Save date: 2/20/2024 11:43 a. m.  
PLOT DATE: 2/12/2024 4:08 p. m. BY: HP



PLAN  
SCALE: 1" = 50'

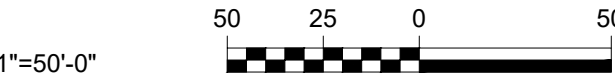


PLAN  
SCALE: 1" = 50'



- NOTES:**
1. ASPHALTIC CONCRETE THICKNESS AND TYPE TO BE THE SAME AS ADJACENT ROADWAY.
  2. PAVEMENT RESTORATION SHALL BE IN ACCORDANCE WITH DETAIL 1 ON SHEET CD-01 AND THE LATEST EDITION OF THE FDOT DESIGN STANDARDS. IF THERE ARE DISCREPANCIES, THE MORE STRINGENT SHALL APPLY.
  3. STRIPING SHALL BE REPLACED AS REQUIRED PER FDOT REQUIREMENTS TO RESTORE ROADWAY TO ORIGINAL CONDITIONS OR BETTER.
  4. SPECIAL ATTENTION AND CARE WILL BE PAID TO ALL DRIVEWAYS THAT ARE ALONG THE WATER MAIN ROUTE. ANY DAMAGE BY THE CONTRACTOR DUE TO CONSTRUCTION ACTIVITIES WILL REQUIRED REPLACEMENT OF THE ENTIRE APPROACH TO ORIGINAL CONDITION AT NO COST TO THE OWNER.
  5. PAVEMENT MARKINGS SHOULD BE RESTORED BY FDOT 2021-22 DESIGN STANDARDS, INDEX NO. 711-001.
  6. WHERE IMPACTED, STABILIZE ROADWAY SHOULDER 2' WIDTH OF SUBGRADE BEYOND EOP AND 6" WIDTH OF BASE ROCK BEYOND EOP. REQUIRED COMPACTION SHALL BE IN ACCORDANCE WITH DETAIL 1 ON SHEET CD-01.

|                                |
|--------------------------------|
| TOTAL PROJECT AREA<br>Sq. Yds. |
| 1760                           |



| REV | ISSUED FOR  | DATE    | BY |
|-----|-------------|---------|----|
| 4   | BID SET     | 02/2024 | MP |
| 3   | 100% DESIGN | 11/2023 | MP |
| 2   | 60% DESIGN  | 09/2023 | MP |
| 1   | 30% DESIGN  | 07/2023 | MP |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| PROJECT ENGINEER:                                                 | M. PECKHAM  |
| DESIGNED BY:                                                      | T. KAYALI   |
| DRAWN BY:                                                         | C. LOMBANA  |
| CHECKED BY:                                                       | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE |             |

MELANIE PECKHAM PE. No. 66487

**Hazen**

HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814

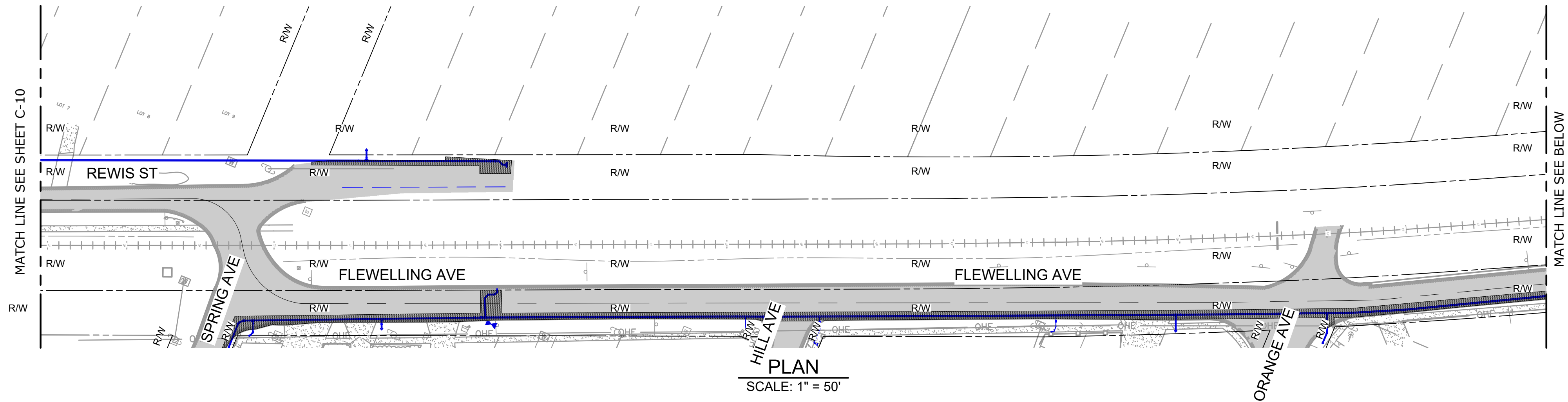
CITY OF OCOEE  
UTILITIES DEPARTMENT

LAKEWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

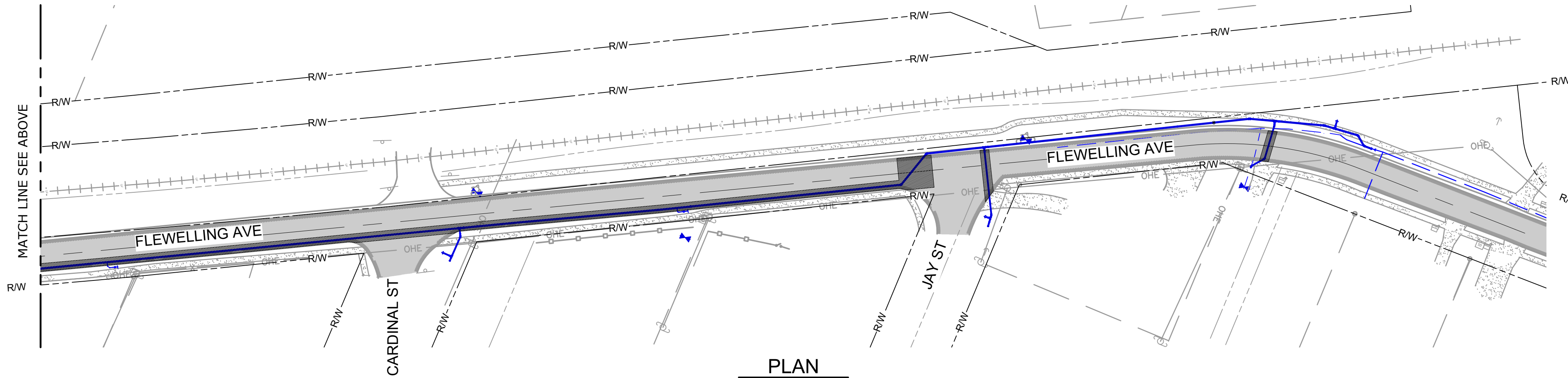
CIVIL  
PAVEMENT RESTORATION - SHEET 1

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: | C-10          |

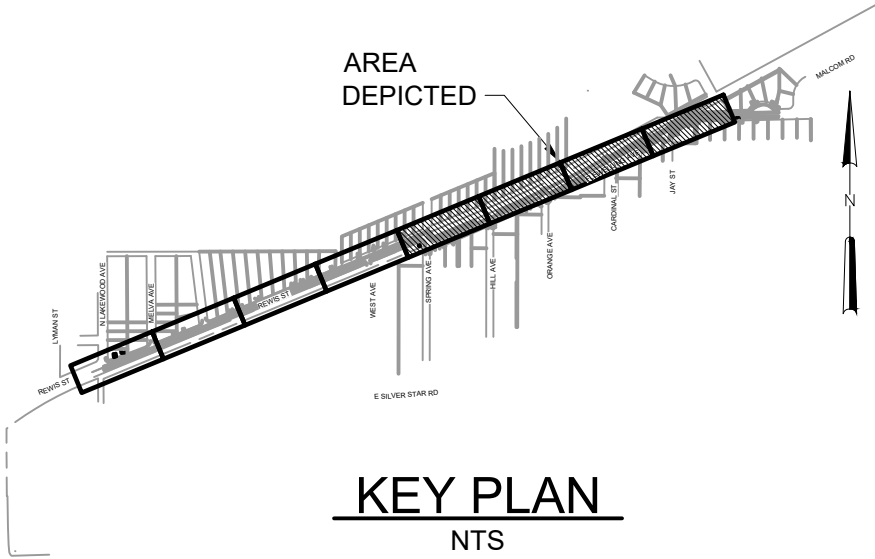




PLAN  
SCALE: 1" = 50'

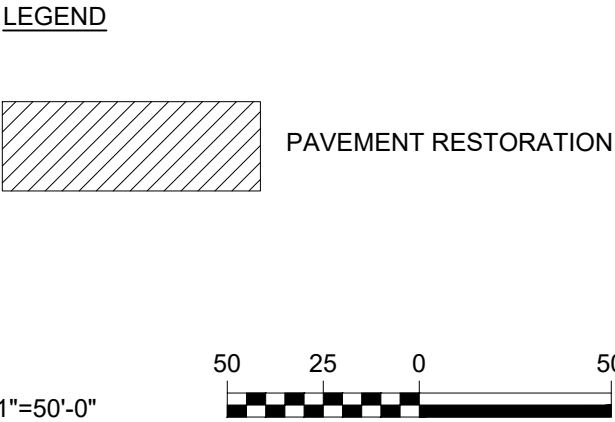


PLAN  
SCALE: 1" = 50'



- NOTES:**
1. ASPHALTIC CONCRETE THICKNESS AND TYPE TO BE THE SAME AS ADJACENT ROADWAY.
  2. PAVEMENT RESTORATION SHALL BE IN ACCORDANCE WITH DETAIL 1 ON SHEET CD-01 AND THE LATEST EDITION OF THE FDOT DESIGN STANDARDS. IF THERE ARE DISCREPANCIES, THE MORE STRINGENT SHALL APPLY.
  3. STRIPING SHALL BE REPLACED AS REQUIRED PER FDOT REQUIREMENTS TO RESTORE ROADWAY TO ORIGINAL CONDITIONS OR BETTER.
  4. SPECIAL ATTENTION AND CARE WILL BE PAID TO ALL DRIVEWAYS THAT ARE ALONG THE WATER MAIN ROUTE. ANY DAMAGE BY THE CONTRACTOR DUE TO CONSTRUCTION ACTIVITIES WILL REQUIRED REPLACEMENT OF THE ENTIRE APPROACH TO ORIGINAL CONDITION AT NO COST TO THE OWNER.
  5. PAVEMENT MARKINGS SHOULD BE RESTORED BY FDOT 2021-22 DESIGN STANDARDS, INDEX NO. 711-001.
  6. WHERE IMPACTED, STABILIZE ROADWAY SHOULDER 2' WIDTH OF SUBGRADE BEYOND EOP AND 6" WIDTH OF BASE ROCK BEYOND EOP. REQUIRED COMPACTION SHALL BE IN ACCORDANCE WITH DETAIL 1 ON SHEET CD-01.

|                                |
|--------------------------------|
| TOTAL PROJECT AREA<br>Sq. Yds. |
| 1760                           |



| REV | ISSUED FOR  | DATE    | BY |
|-----|-------------|---------|----|
| 4   | BID SET     | 02/2024 | MP |
| 3   | 100% DESIGN | 11/2023 | MP |
| 2   | 60% DESIGN  | 09/2023 | MP |
| 1   | 30% DESIGN  | 07/2023 | MP |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| PROJECT ENGINEER:                                                 | M. PECKHAM  |
| DESIGNED BY:                                                      | T. KAYALI   |
| DRAWN BY:                                                         | C. LOMBANA  |
| CHECKED BY:                                                       | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE | 0 1/2" 1"   |

MELANIE PECKHAM PE. No. 66487

**Hazen**

HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE  
UTILITIES DEPARTMENT

LAKEWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

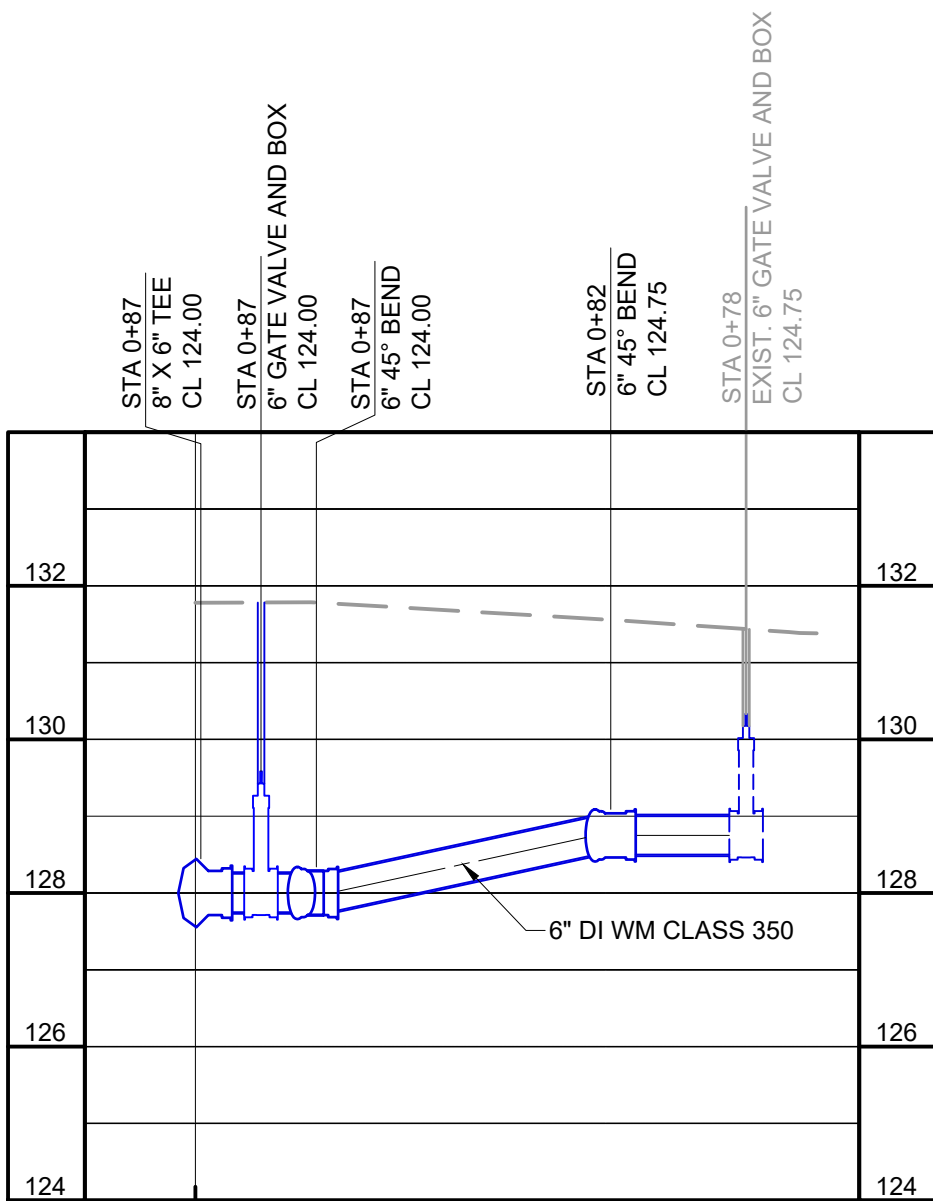
CIVIL  
PAVEMENT RESTORATION - SHEET 2

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: |               |

C-11

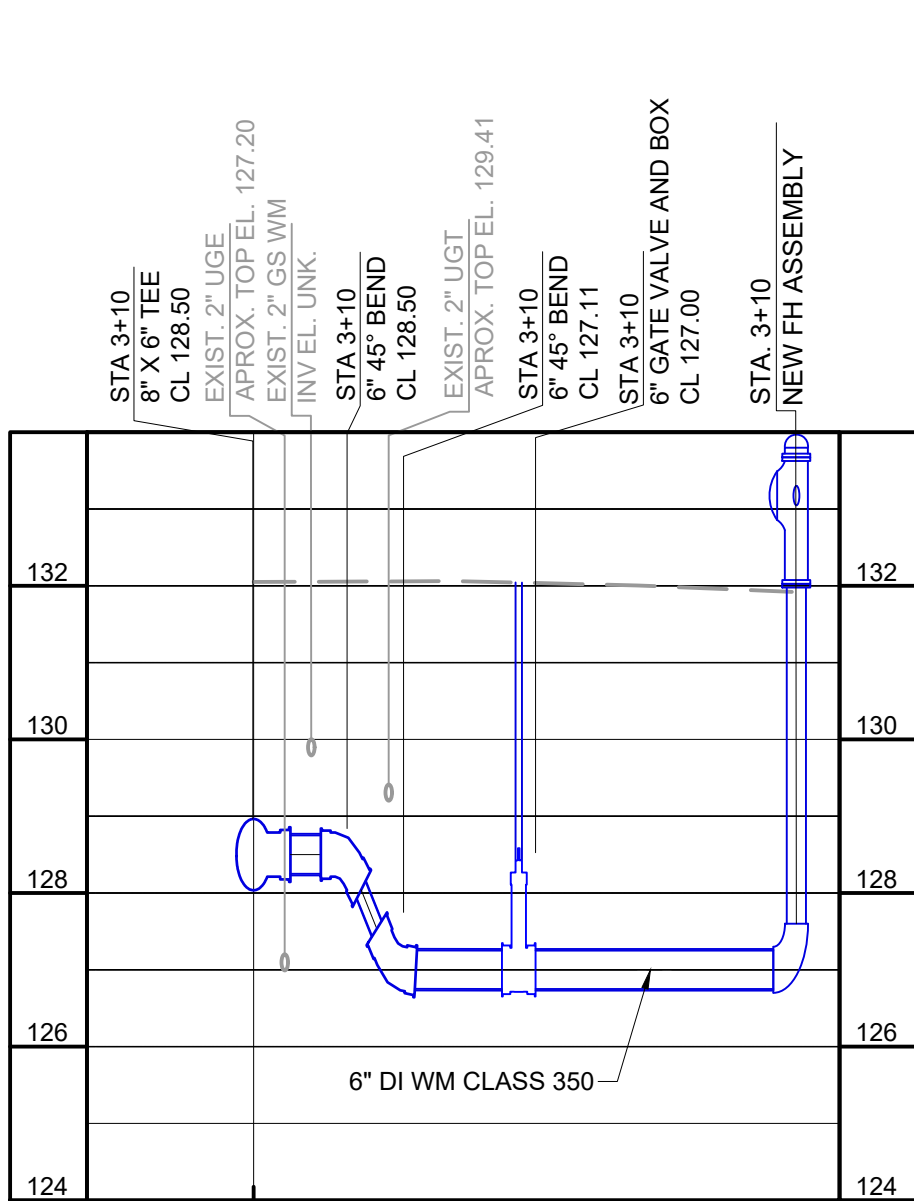


File: C:\USERS\HPID\ACCOG\HAZEN AND SAWYER\41154-002\_FLEWELLING AVE AC WATER MAIN REPL\PROJECT FILES\01\_DESIGN\VALC-12 Saved by HP Save date: 2/12/2024 3:00 p. m.  
PLOT DATE: 2/12/2024 4:15 p. m., BY: HP



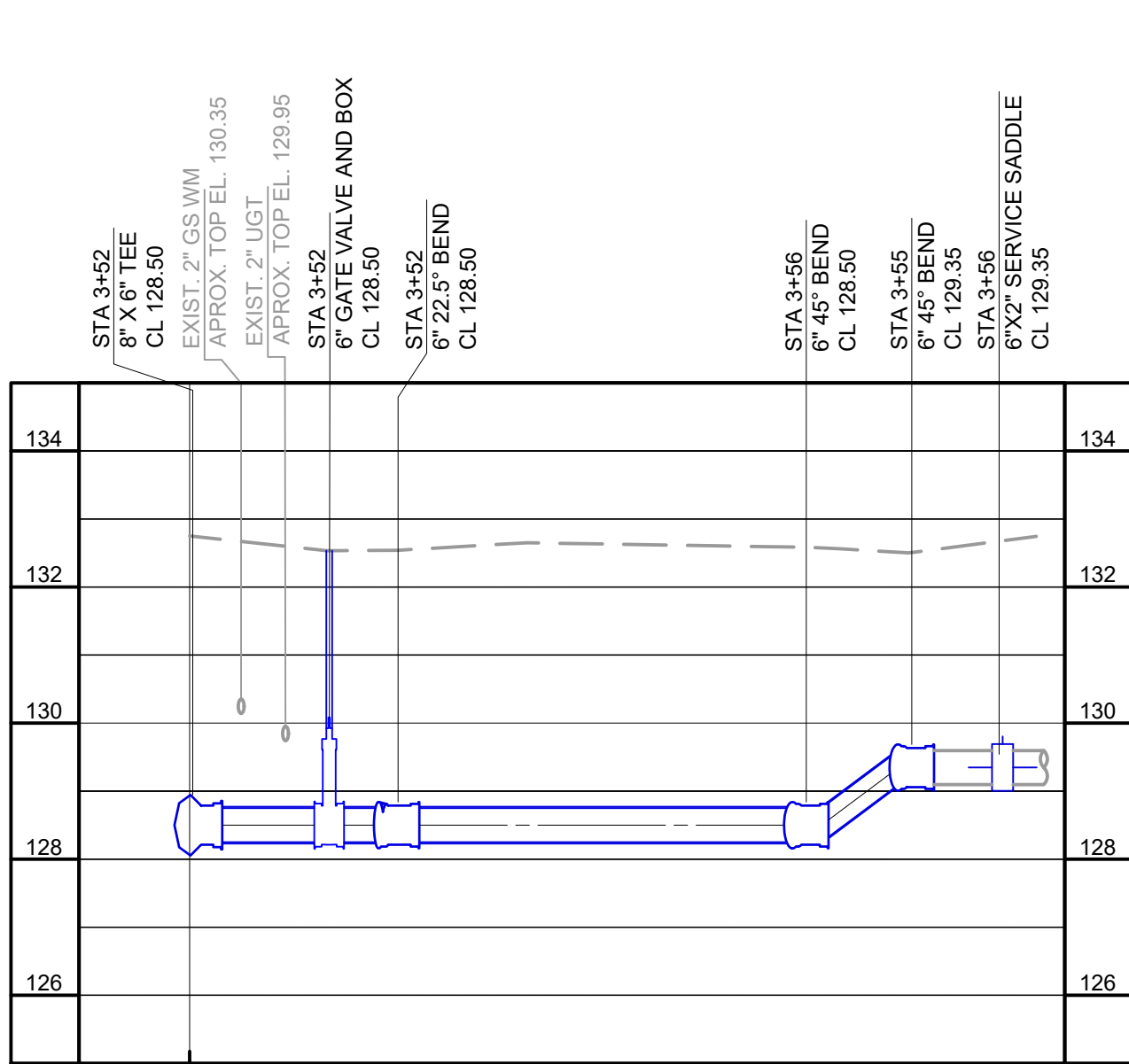
(STA 0+87)

| DETAIL                   | 1    |
|--------------------------|------|
| 1" = 5' H<br>1" = 2.5' V | C-02 |



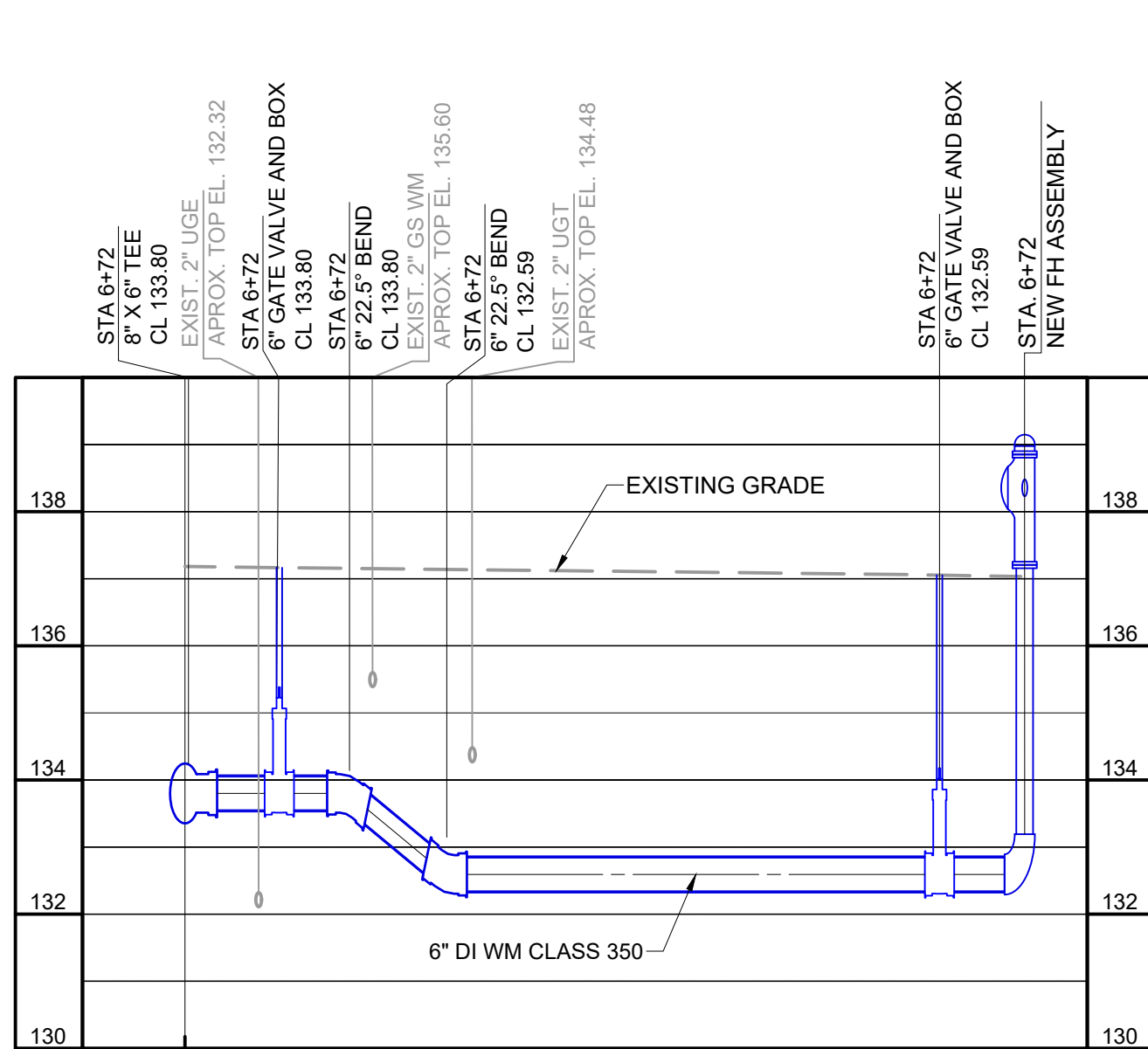
(STA 3+10)

| DETAIL                   | 2    |
|--------------------------|------|
| 1" = 5' H<br>1" = 2.5' V | C-02 |



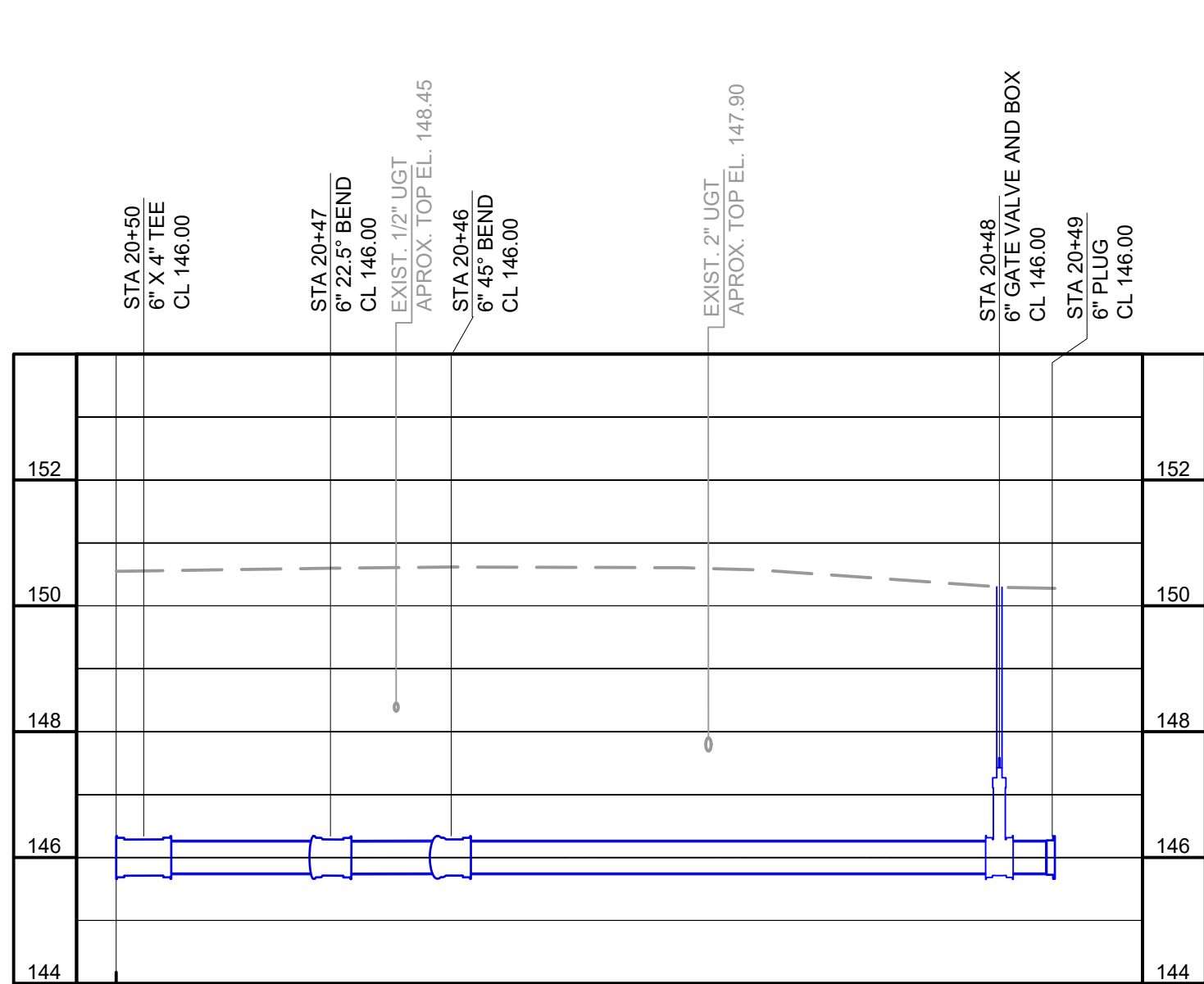
(STA 3+52)

| DETAIL                   | 3    |
|--------------------------|------|
| 1" = 5' H<br>1" = 2.5' V | C-02 |



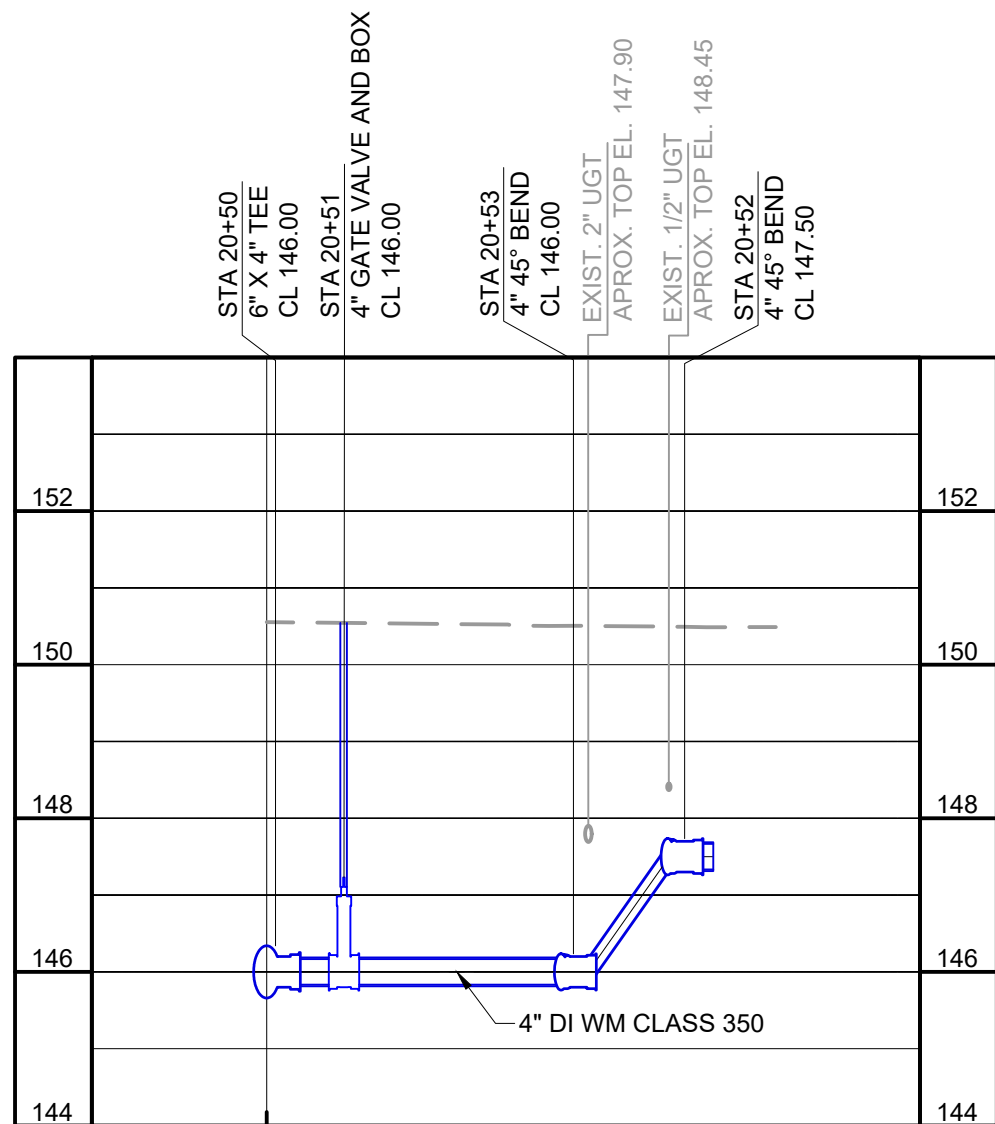
(STA 3+72)

| DETAIL                   | 4    |
|--------------------------|------|
| 1" = 5' H<br>1" = 2.5' V | C-03 |



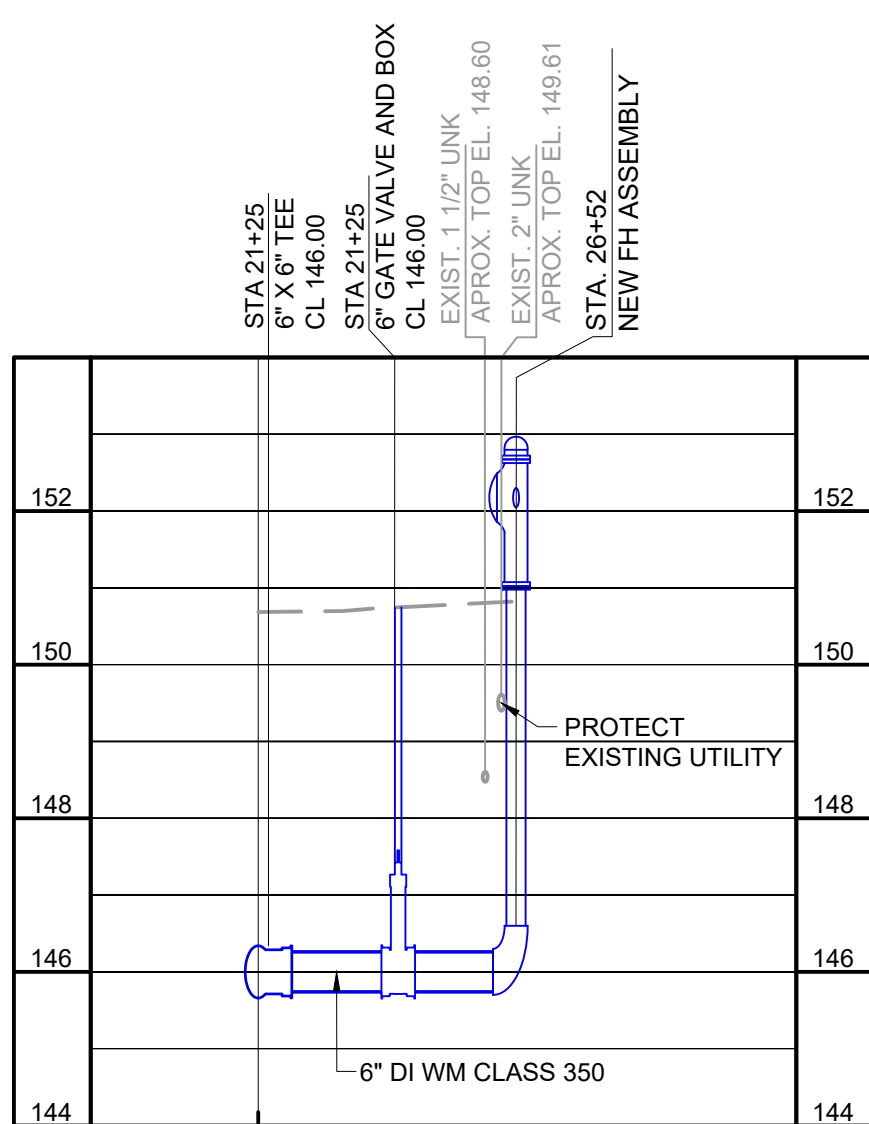
(STA 20+50)

| DETAIL                   | 5     |
|--------------------------|-------|
| 1" = 5' H<br>1" = 2.5' V | C-06A |



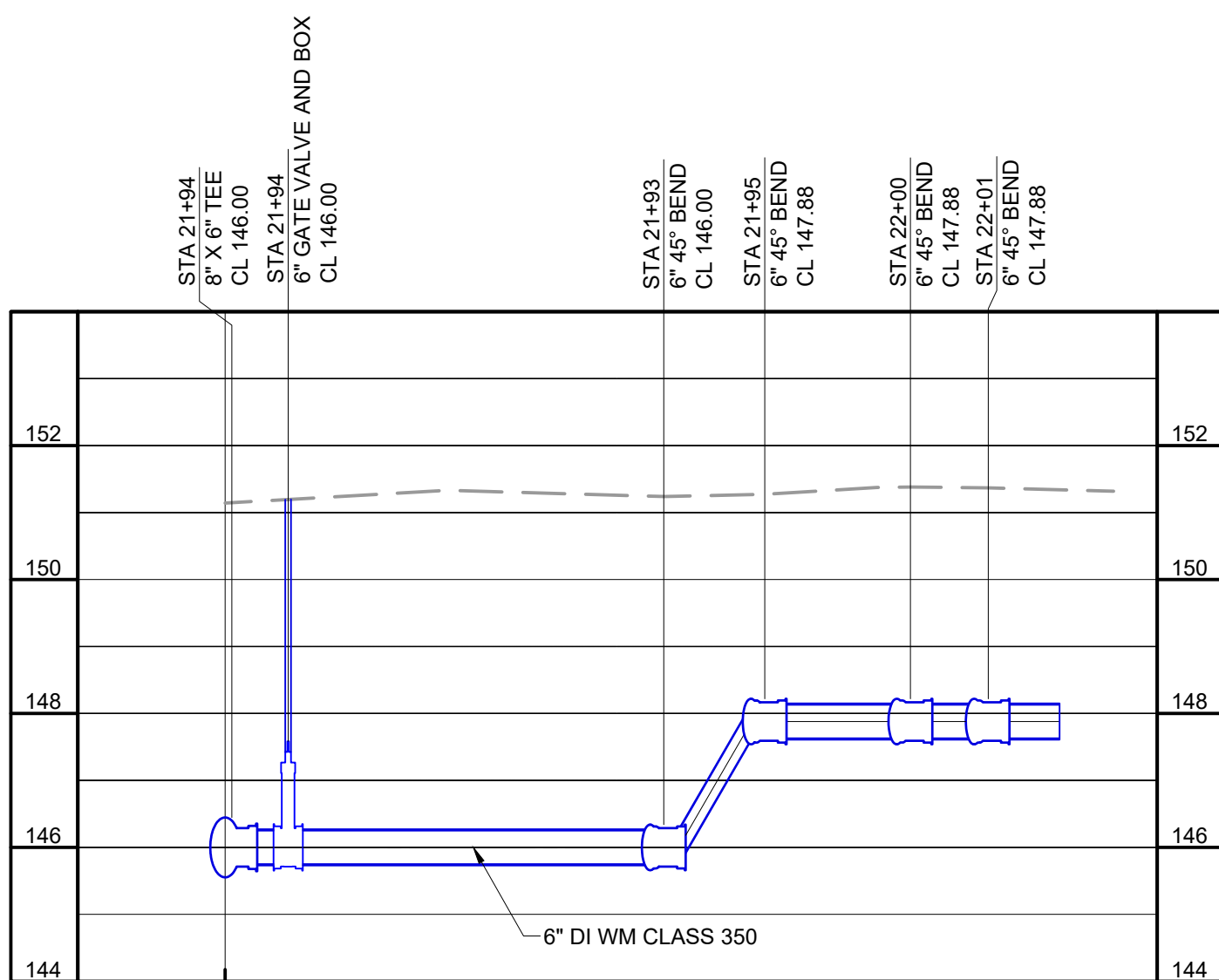
(STA 20+50)

| DETAIL                   | 5A    |
|--------------------------|-------|
| 1" = 5' H<br>1" = 2.5' V | C-06A |



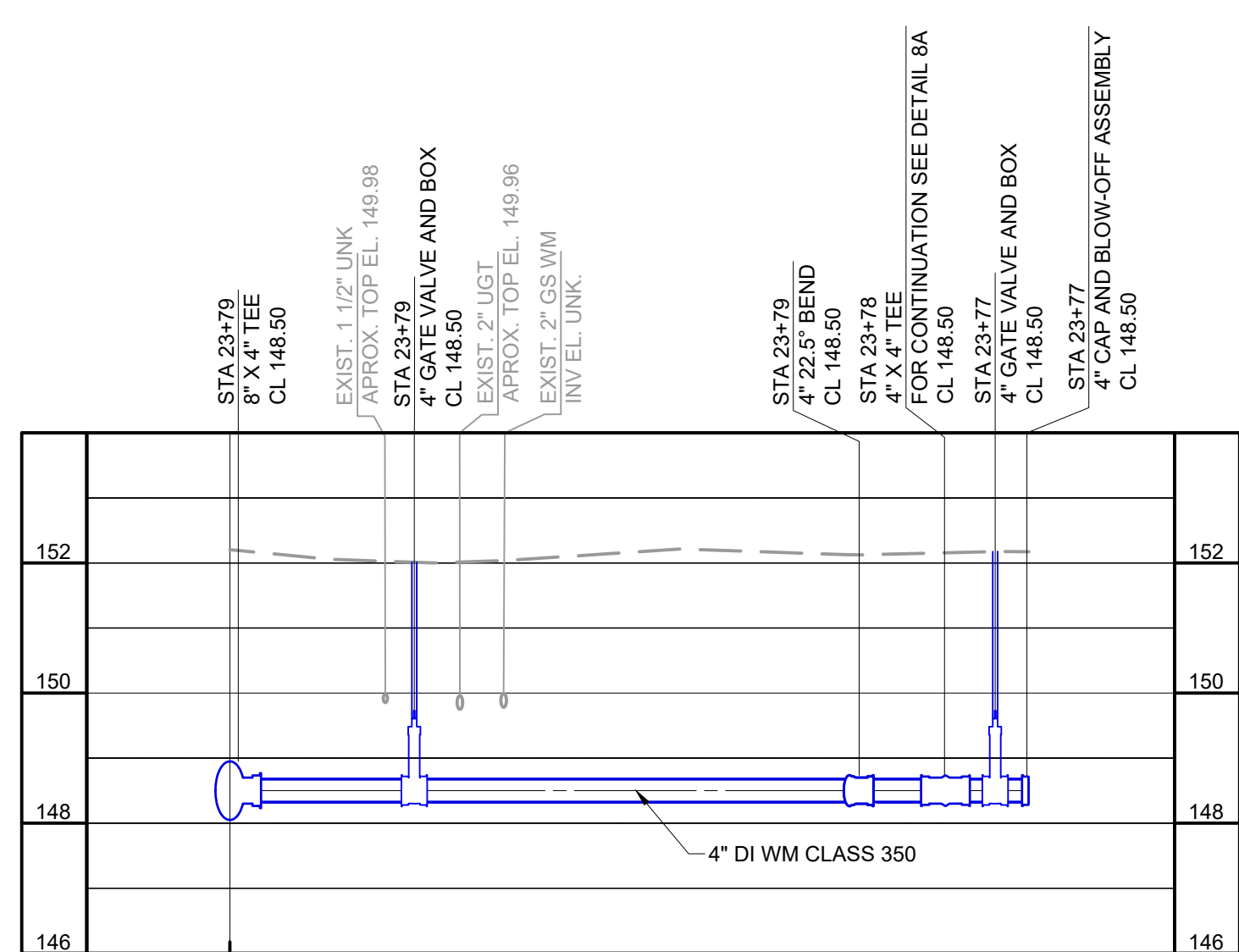
(STA 21+25)

| DETAIL                   | 6     |
|--------------------------|-------|
| 1" = 5' H<br>1" = 2.5' V | C-06A |



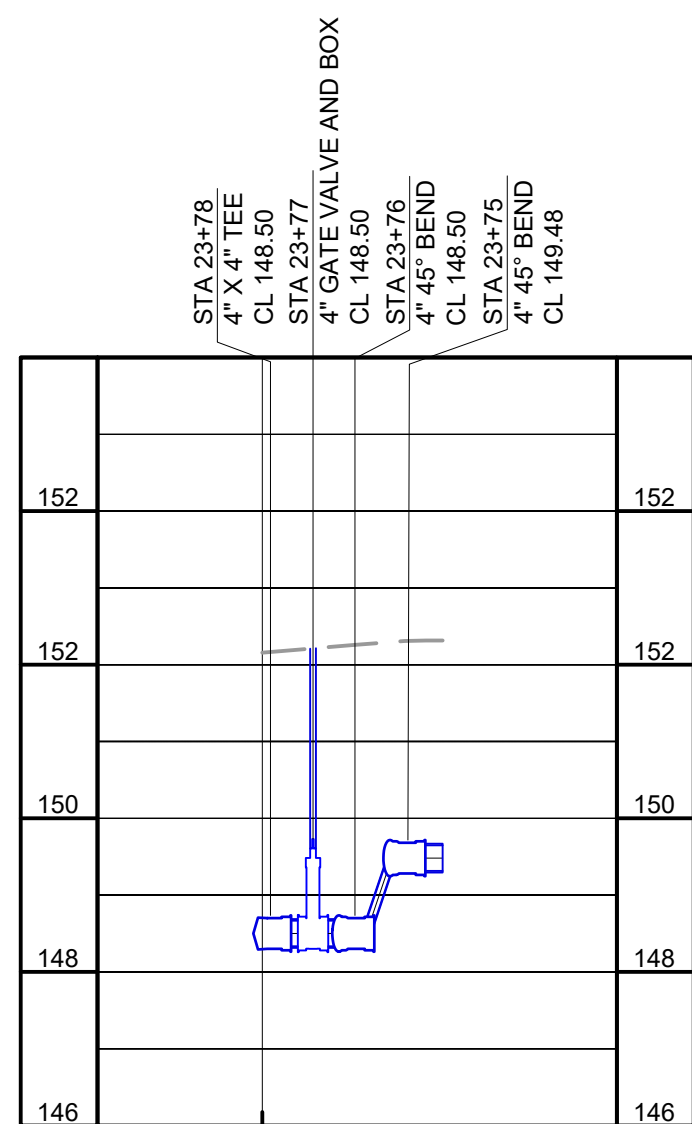
(STA 21+94)

| DETAIL                   | 7     |
|--------------------------|-------|
| 1" = 5' H<br>1" = 2.5' V | C-06A |



(STA 23+79)

| DETAIL                   | 8     |
|--------------------------|-------|
| 1" = 5' H<br>1" = 2.5' V | C-06A |



(STA 23+79)

| DETAIL                   | 8A    |
|--------------------------|-------|
| 1" = 5' H<br>1" = 2.5' V | C-06A |



| REV | ISSUED FOR  | DATE    | BY |
|-----|-------------|---------|----|
| 4   | BID SET     | 02/2024 | MP |
| 3   | 100% DESIGN | 11/2023 | MP |
| 2   | 60% DESIGN  | 09/2023 | MP |
| 1   | 30% DESIGN  | 07/2023 | MP |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| PROJECT ENGINEER:                                                 | M. PECKHAM  |
| DESIGNED BY:                                                      | T. KAYALI   |
| DRAWN BY:                                                         | C. LOMBANA  |
| CHECKED BY:                                                       | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE |             |

MELANIE PECKHAM PE. No. 66487

**Hazen**  
HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE  
UTILITIES DEPARTMENT

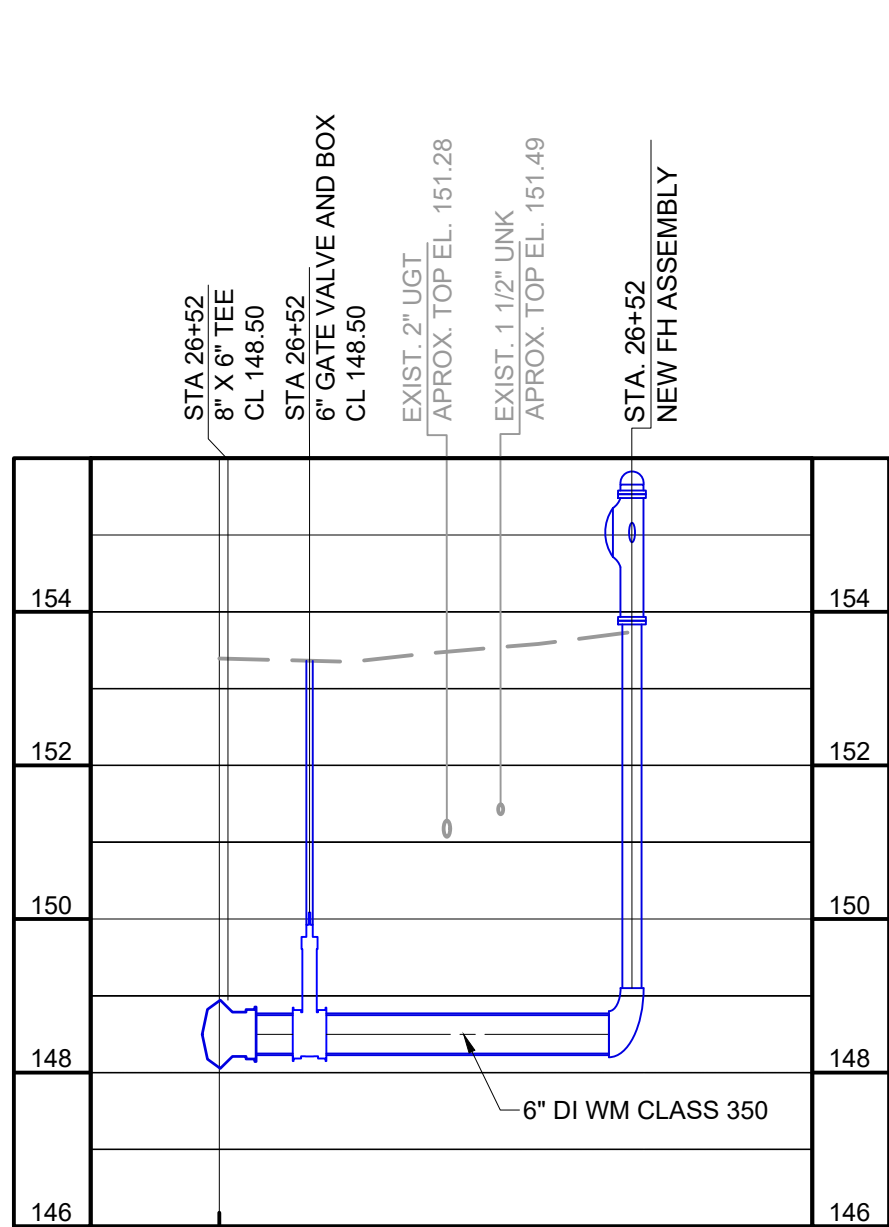
LAKESWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

CIVIL  
CONFLICT DETAILS SHEET 1

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: |               |

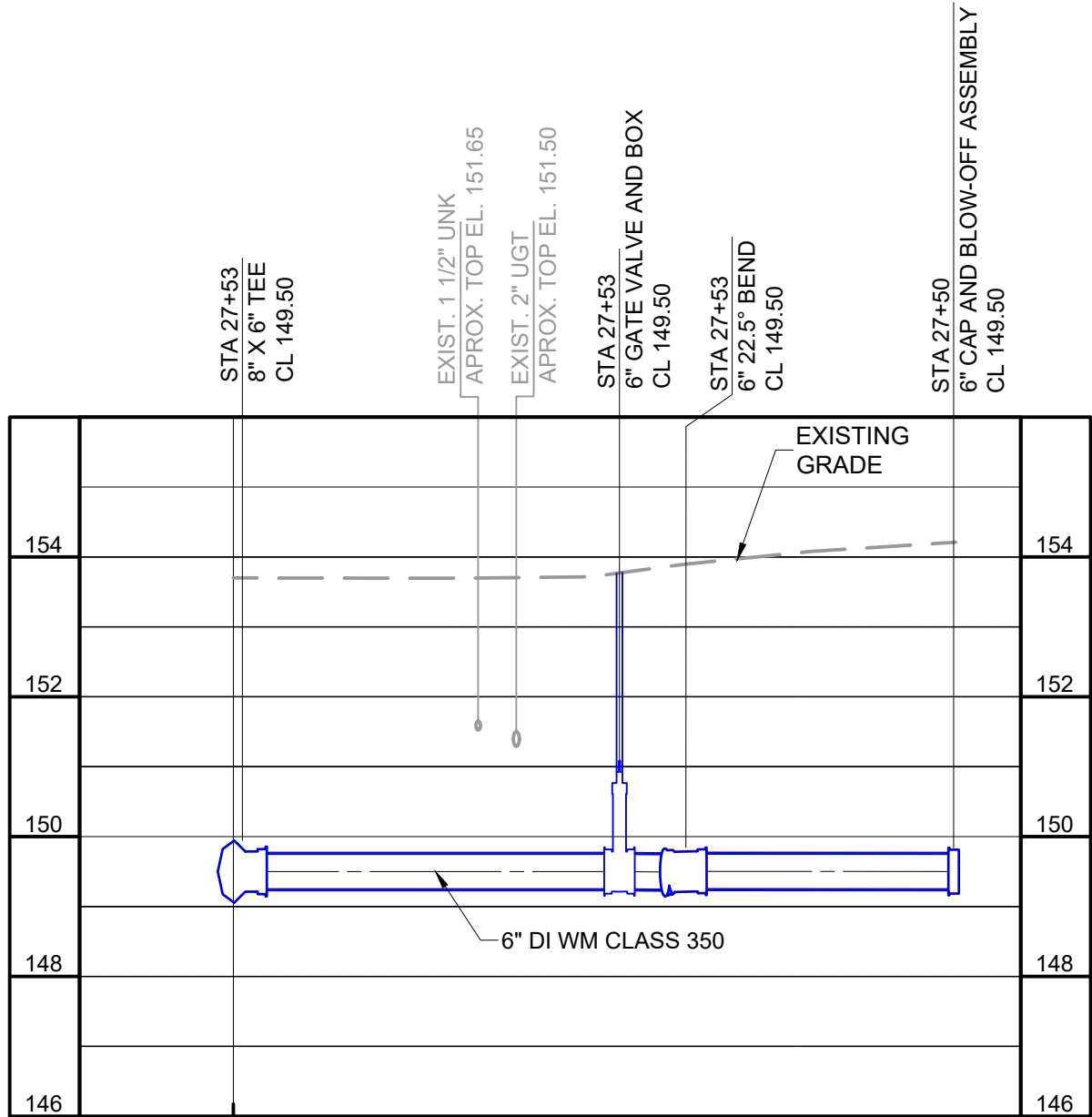


File: C:\USERS\HPID\ACDC\GSHAZEN AND SAWYER\41194-02\_FLEWELLING AVE AC WATER MAIN REPL\PROJECT FILES\01\_DESIGN\CIVIL-C-13 Saved by HP Save date: 1/26/2024 3:29 p. m.  
PLOT DATE: 2/12/2024 4:18 p. m. BY: HP



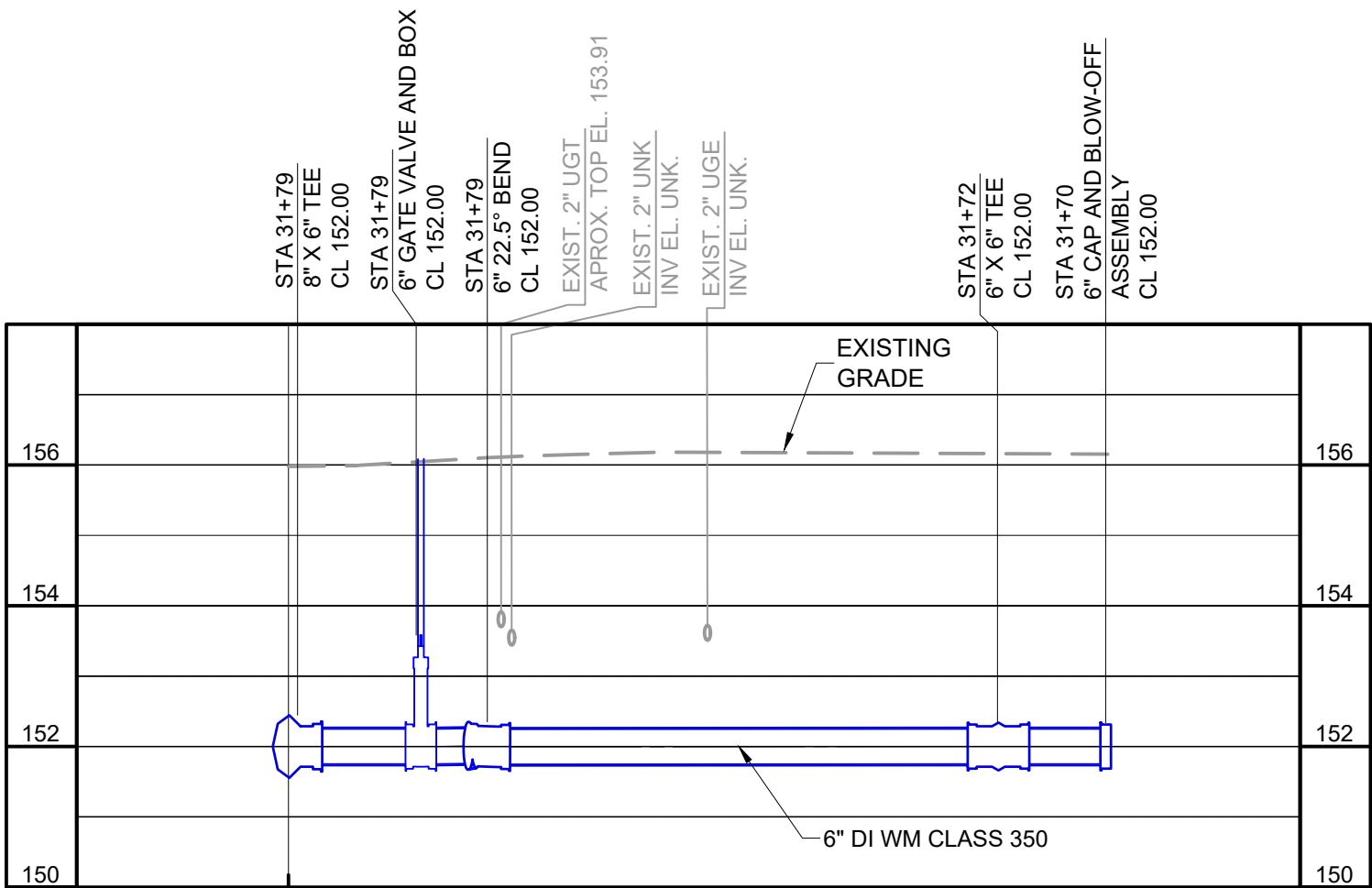
(STA 26+52)

| DETAIL                   | 9    |
|--------------------------|------|
| 1" = 5' H<br>1" = 2.5' V | C-07 |



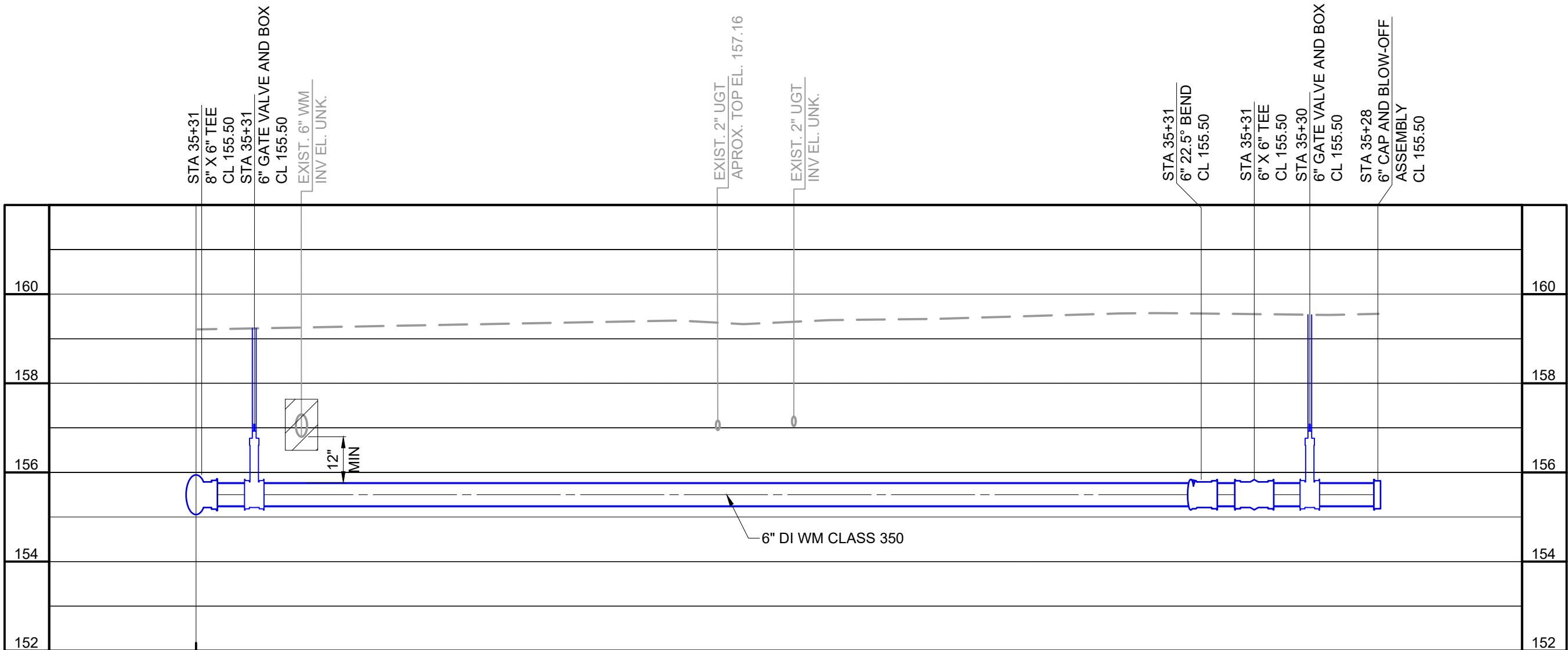
(STA 27+53)

| DETAIL                   | 10   |
|--------------------------|------|
| 1" = 5' H<br>1" = 2.5' V | C-07 |



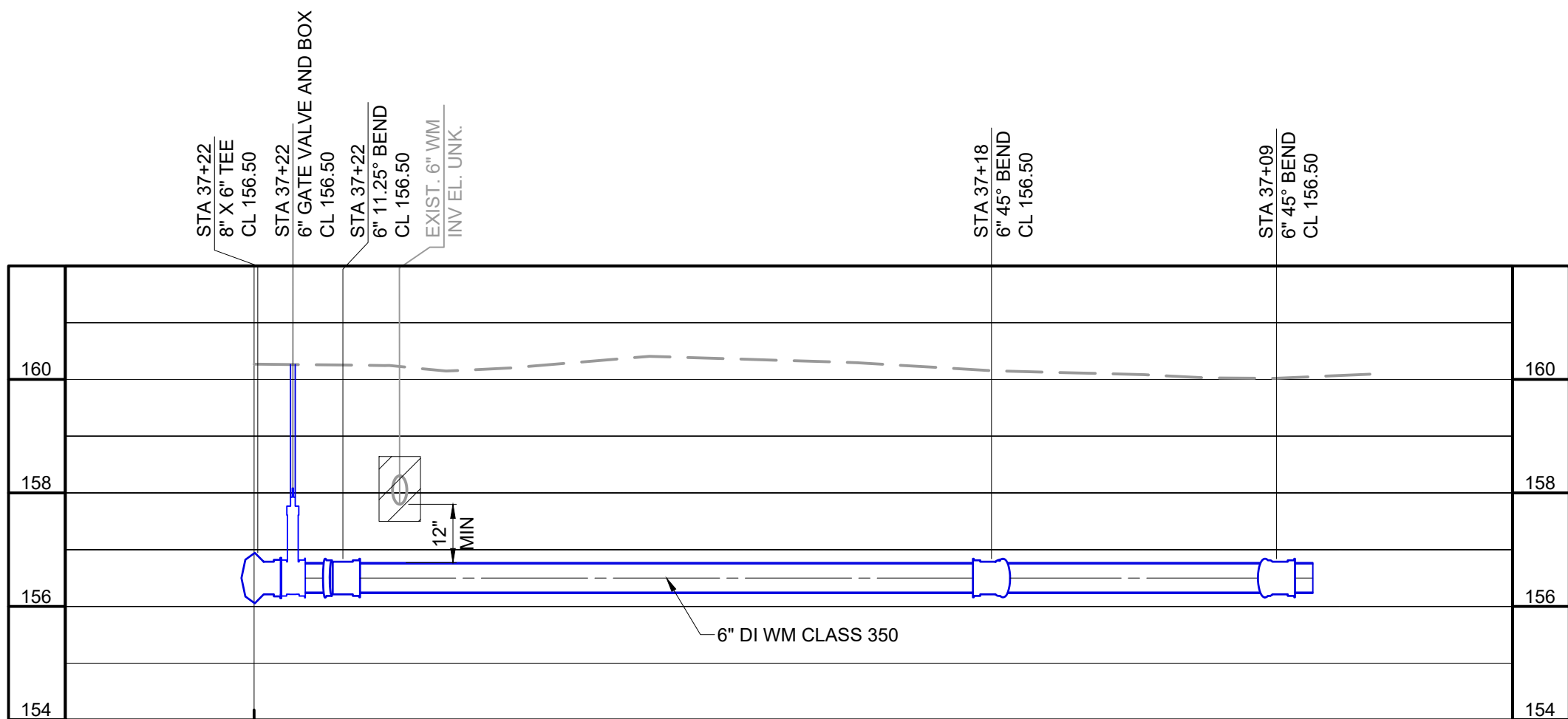
(STA 31+82)

| DETAIL                   | 11   |
|--------------------------|------|
| 1" = 5' H<br>1" = 2.5' V | C-08 |



(STA 35+31)

| DETAIL                   | 12   |
|--------------------------|------|
| 1" = 5' H<br>1" = 2.5' V | C-09 |



(STA 37+22)

| DETAIL                   | 13   |
|--------------------------|------|
| 1" = 5' H<br>1" = 2.5' V | C-09 |

1"=5'-0"



| REV | ISSUED FOR  | DATE    | BY |
|-----|-------------|---------|----|
| 4   | BID SET     | 02/2024 | MP |
| 3   | 100% DESIGN | 11/2023 | MP |
| 2   | 60% DESIGN  | 09/2023 | MP |
| 1   | 30% DESIGN  | 07/2023 | MP |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| PROJECT ENGINEER:                                                 | M. PECKHAM  |
| DESIGNED BY:                                                      | T. KAYALI   |
| DRAWN BY:                                                         | C. LOMBANA  |
| CHECKED BY:                                                       | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE | 0 1/2" 1"   |

MELANIE PECKHAM PE. No. 66487

**Hazen**

HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE  
UTILITIES DEPARTMENT

LAKESWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

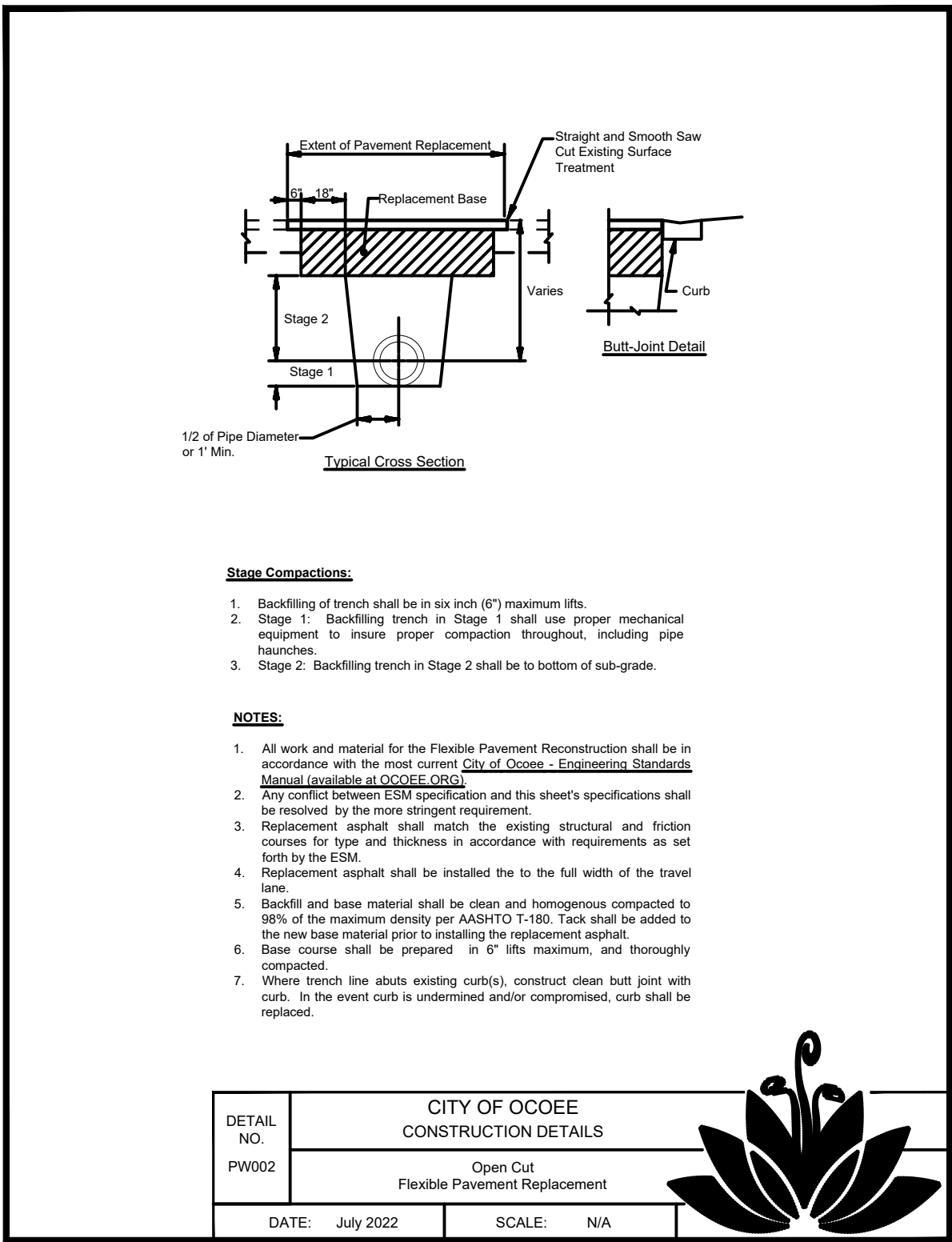
CIVIL  
CONFLICT DETAILS SHEET 2

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: |               |

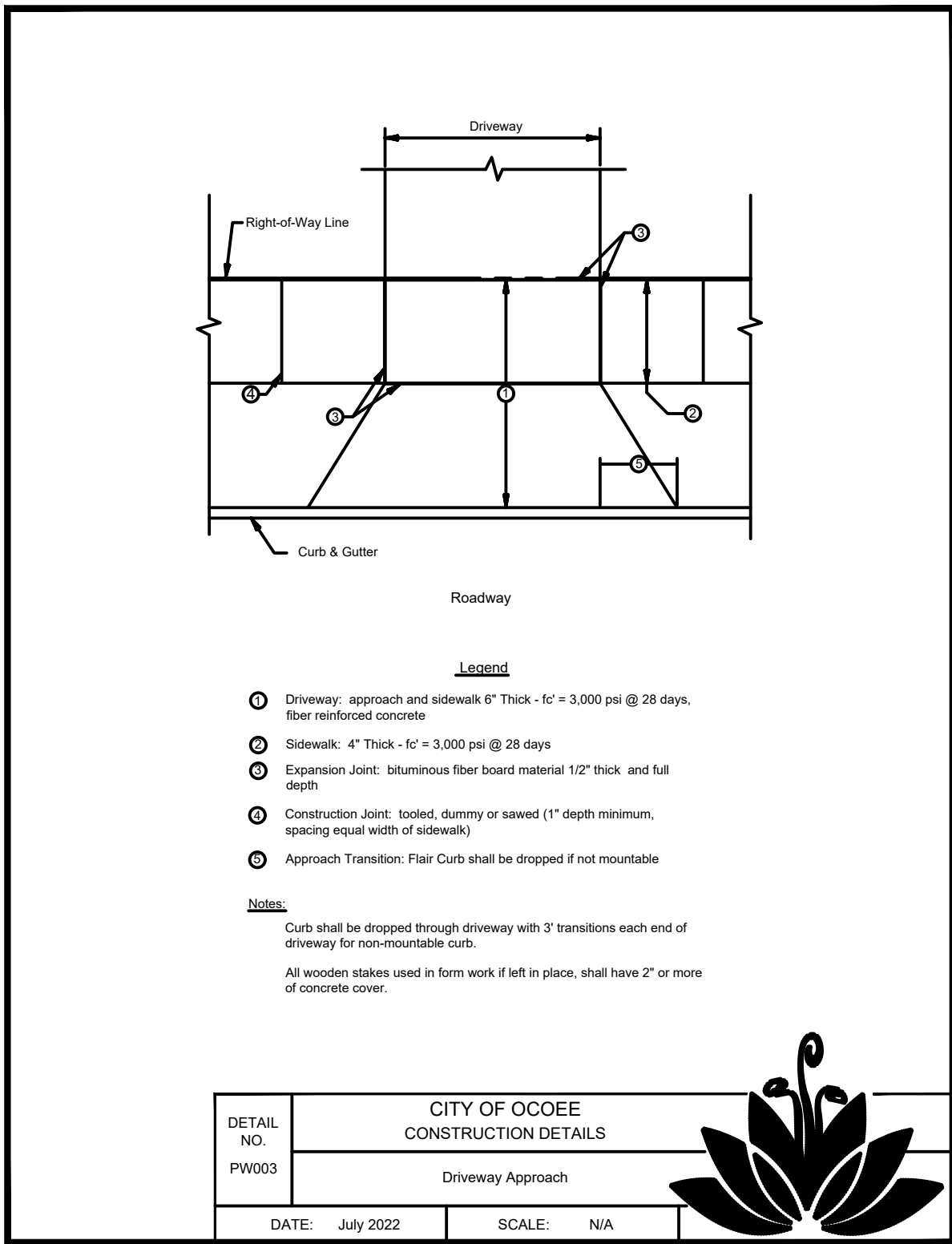
C-13



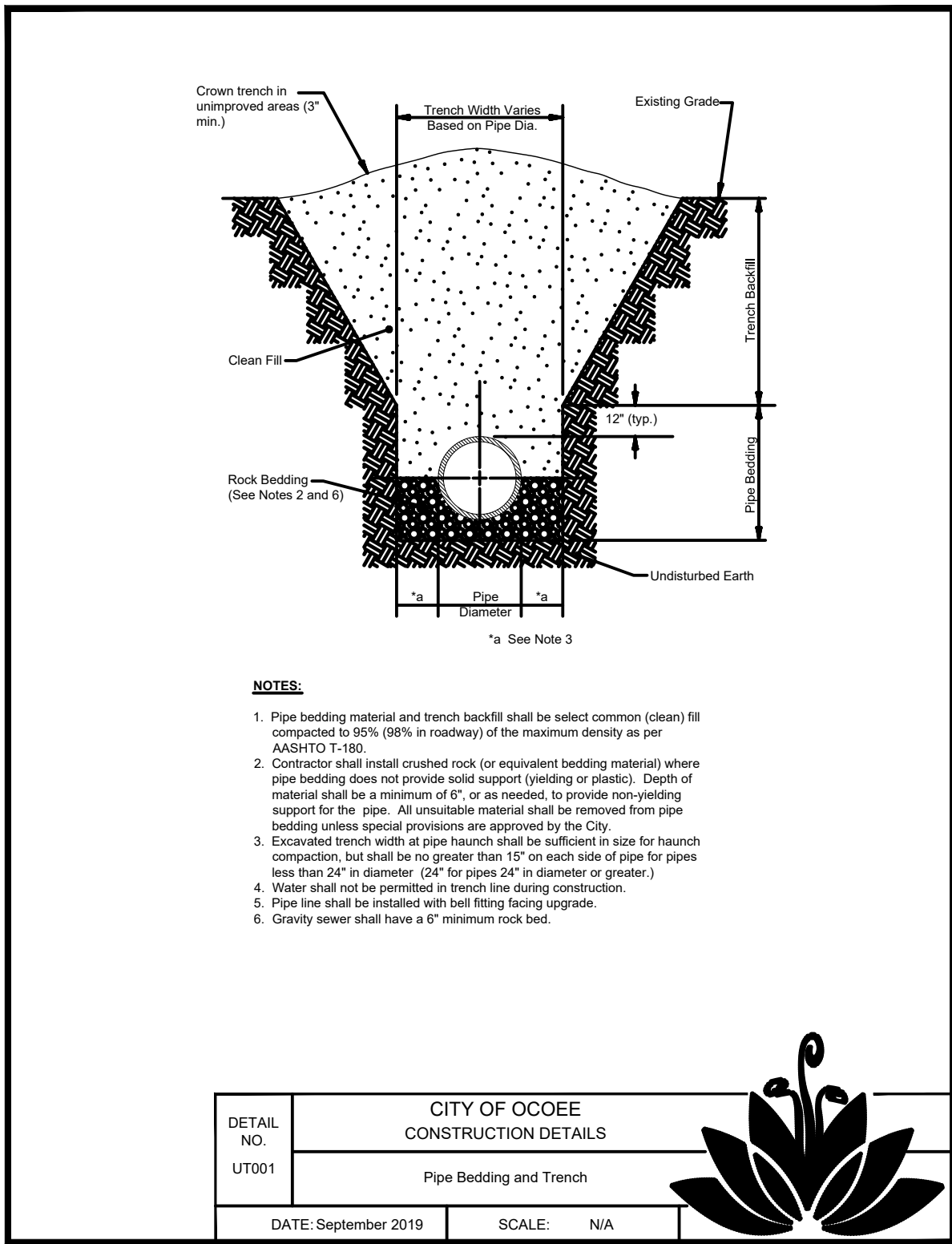
File: C:\USERS\HPD\ACCD\GSHAZEN AND SAWYER\41154-002\_FLEWELING AVE AC WATER MAIN REPL\PROJECT FILES\01\_DESIGN\CD\CD-01 Saved by HP Save date: 1/26/2023 6:47 p. m.  
PLOT DATE: 2/12/2024 4:18 p. m., BY: HP



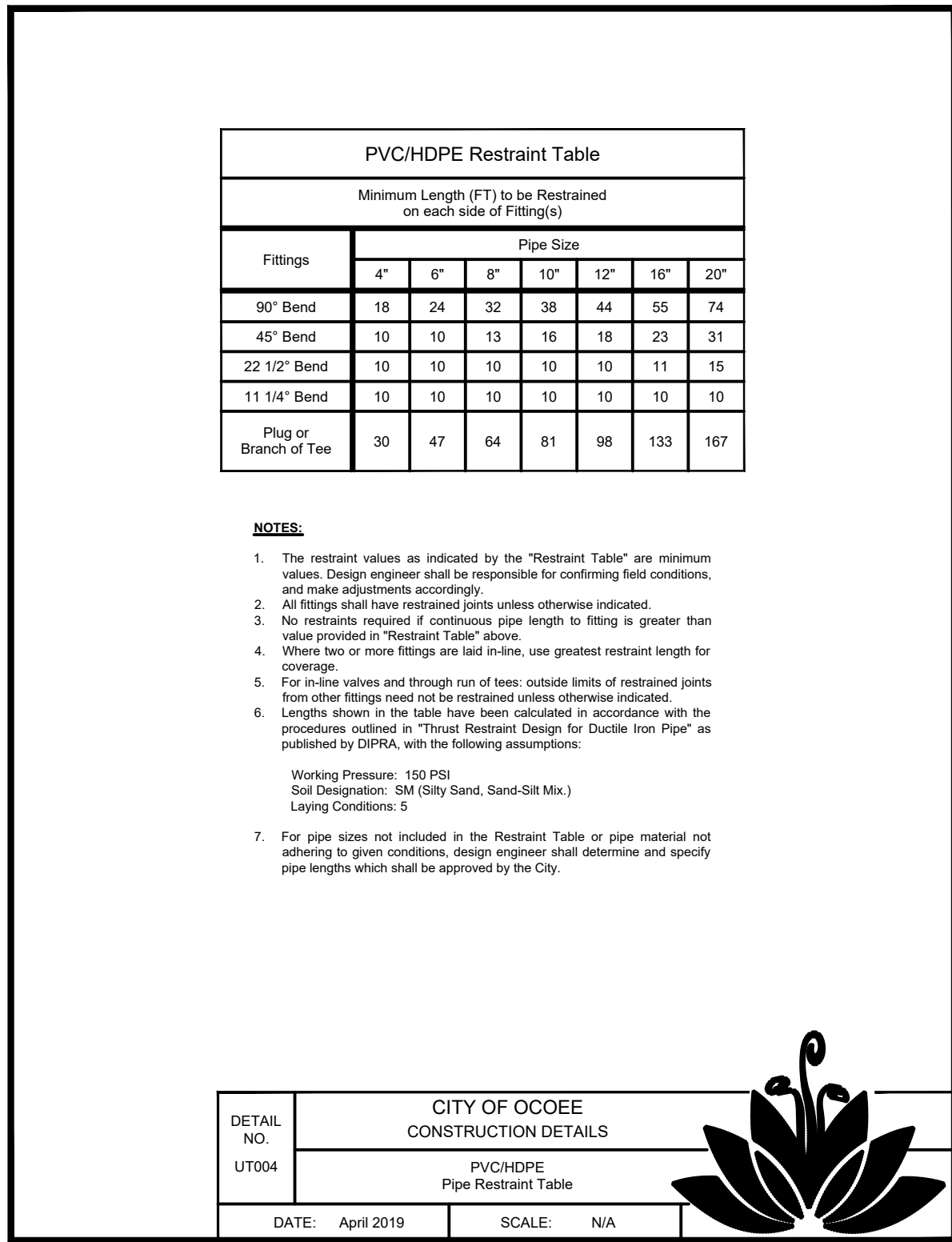
DETAIL 1  
NTS -



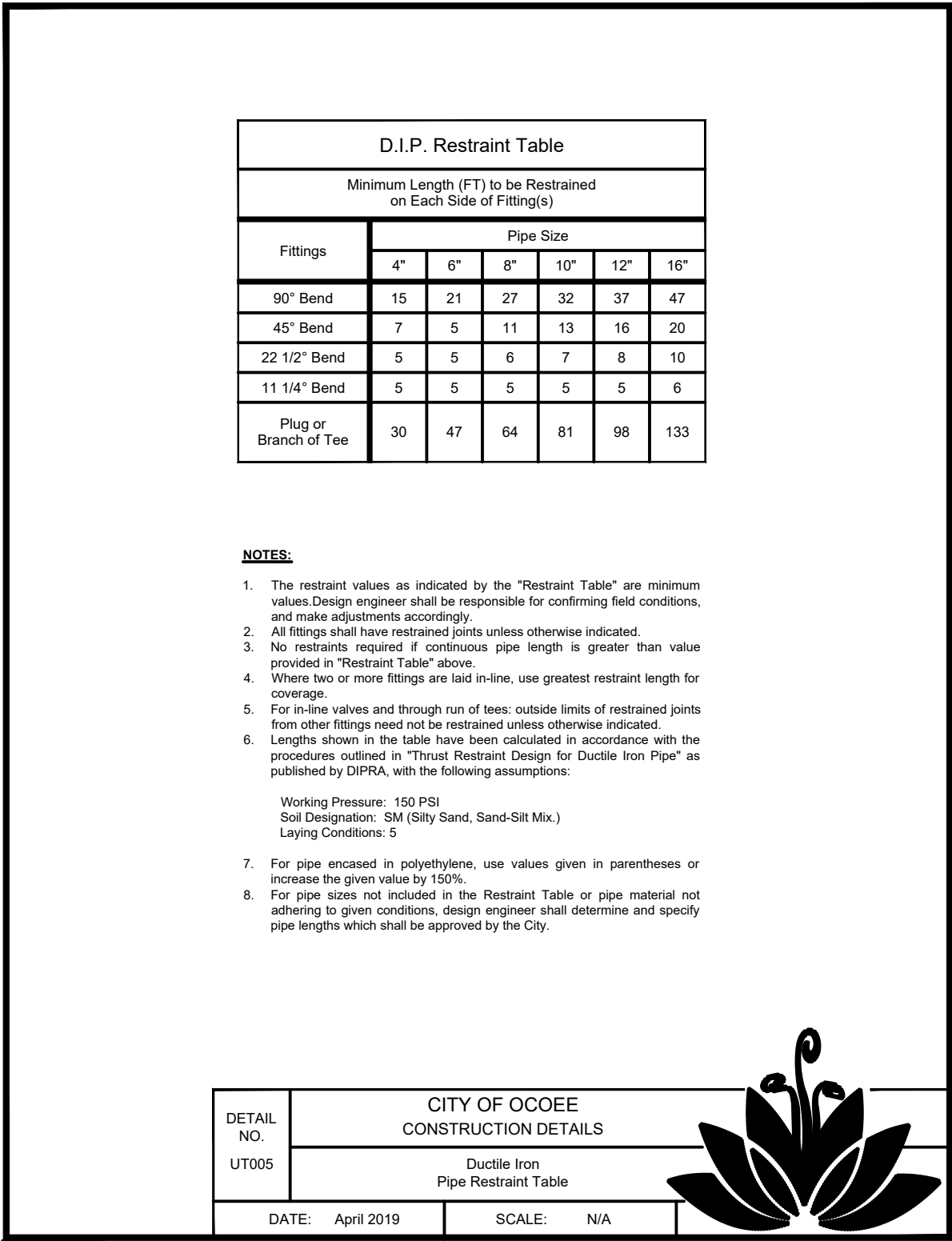
DETAIL 2  
NTS -



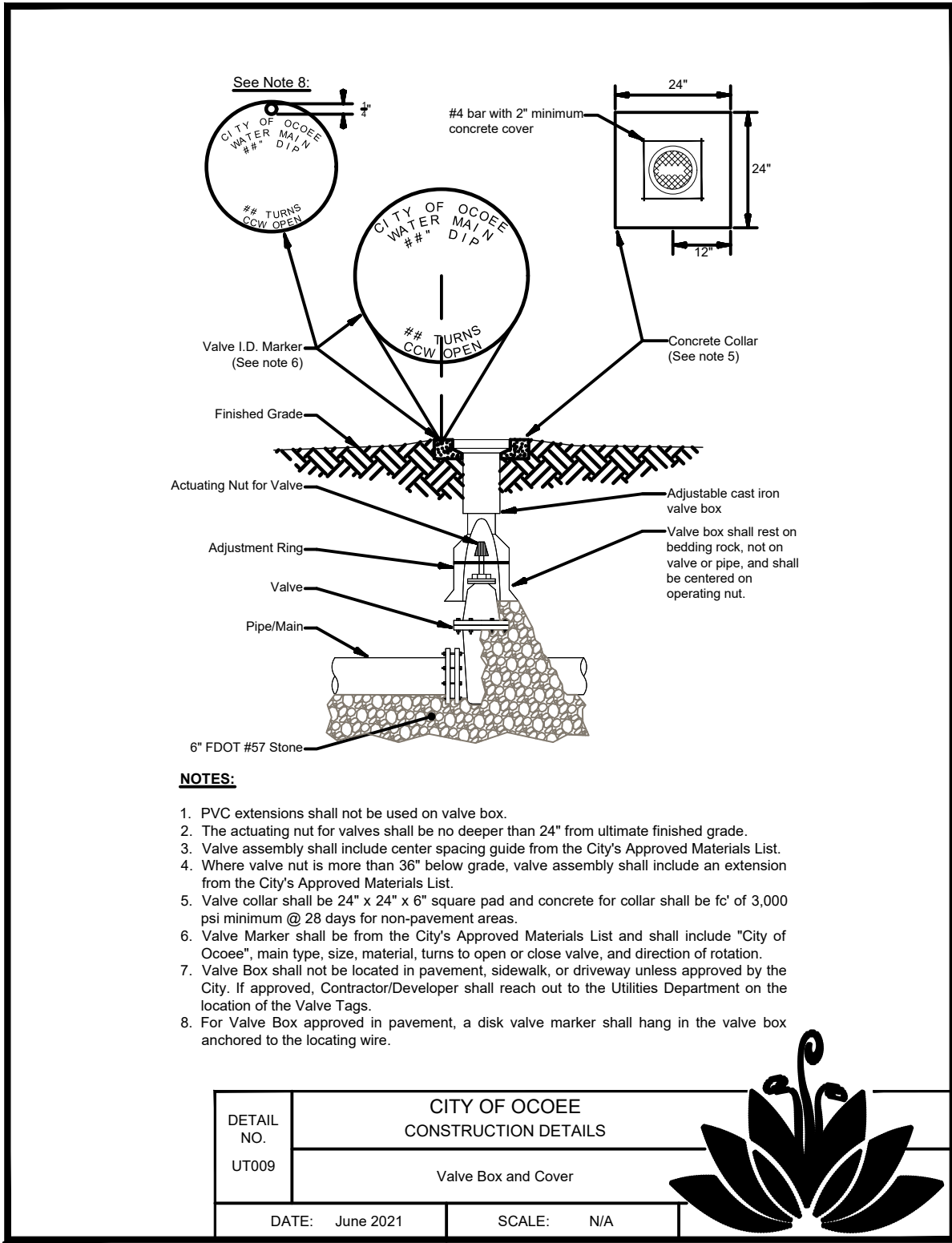
DETAIL 3  
NTS -



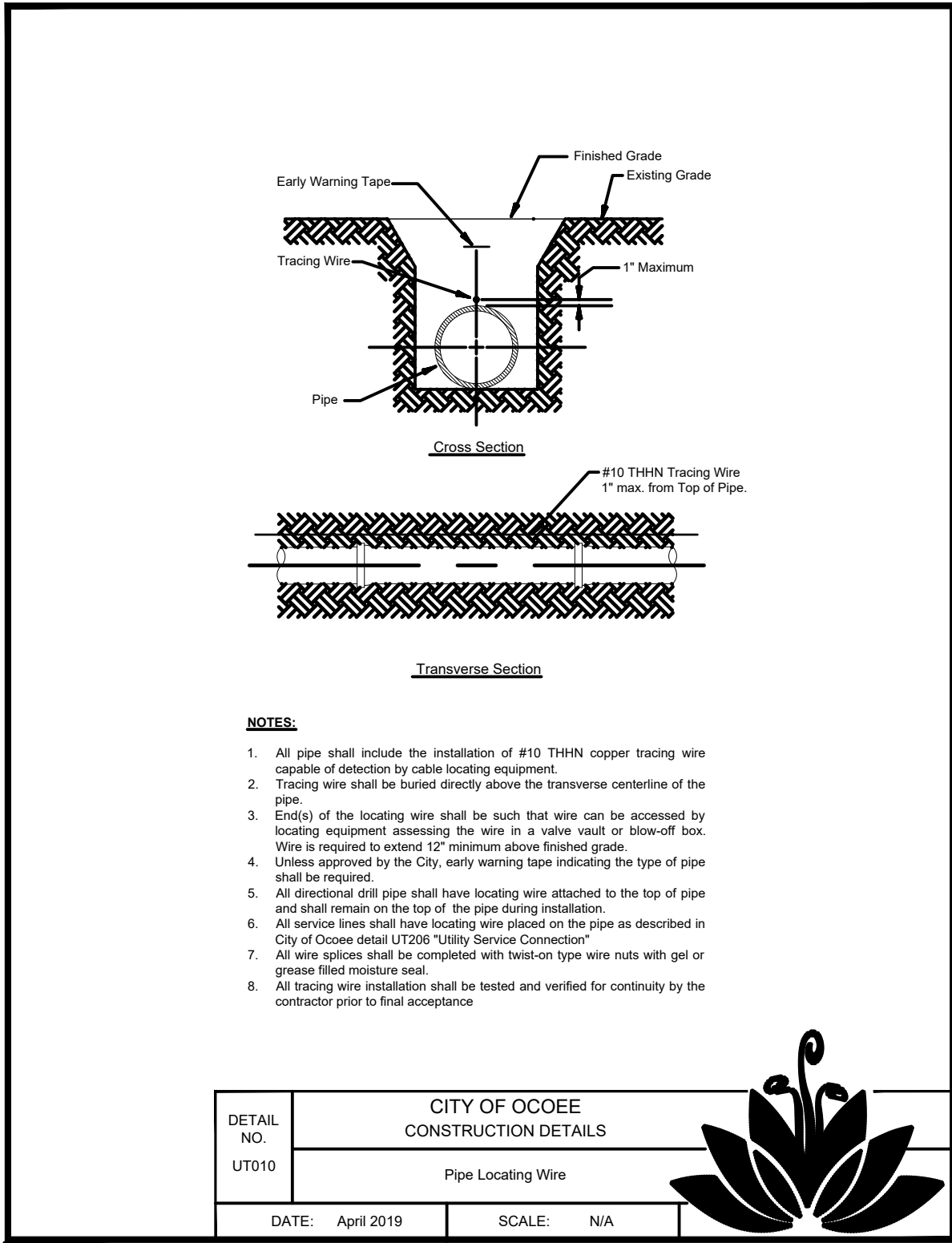
DETAIL 4  
NTS -



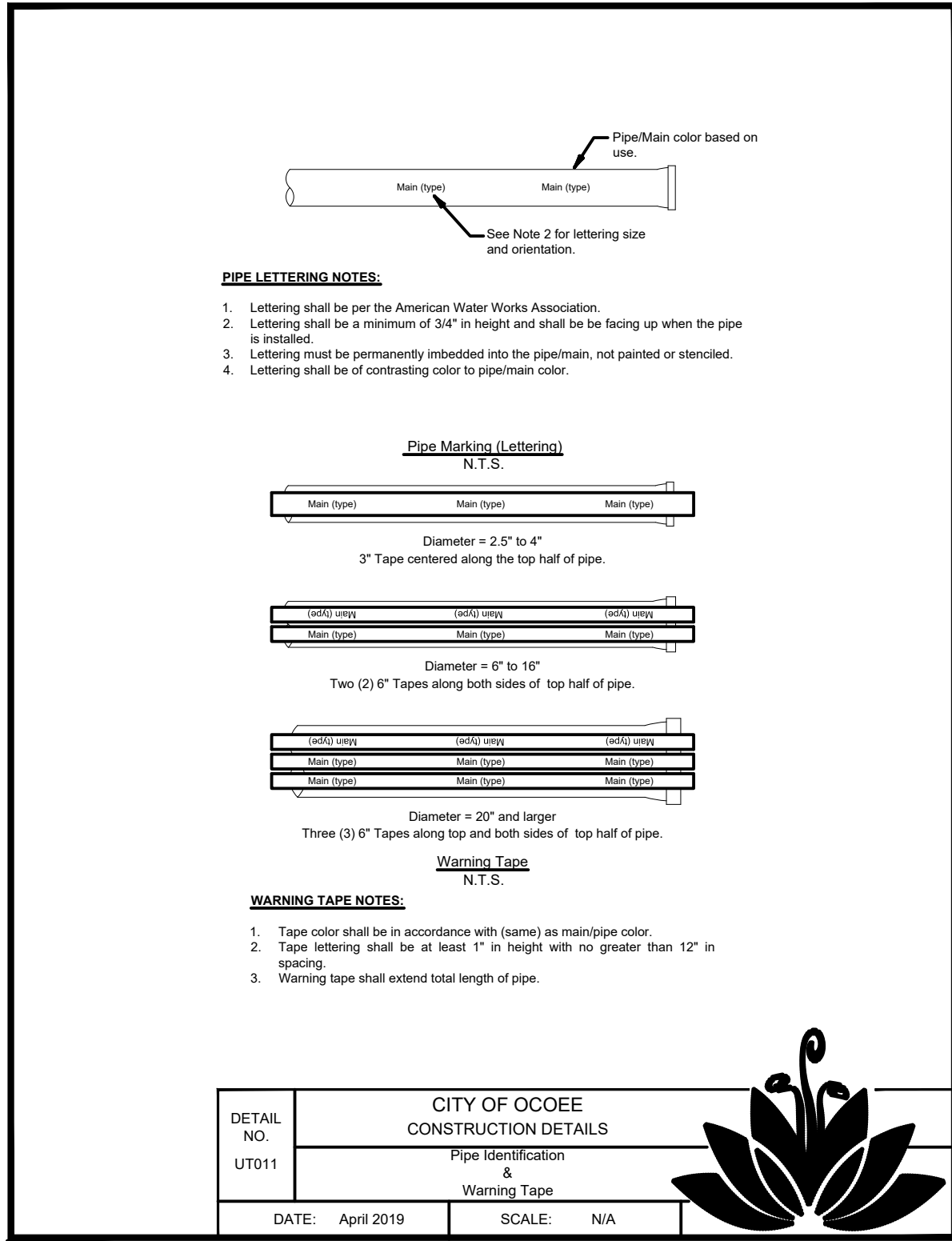
DETAIL 5  
NTS -



DETAIL 6  
NTS -



DETAIL 7  
NTS -



DETAIL 8  
NTS -

|     |             |         |    |  |  |
|-----|-------------|---------|----|--|--|
|     |             |         |    |  |  |
|     |             |         |    |  |  |
|     |             |         |    |  |  |
|     |             |         |    |  |  |
| 4   | BID SET     | 02/2024 | MP |  |  |
| 3   | 100% DESIGN | 11/2023 | MP |  |  |
| 2   | 60% DESIGN  | 09/2023 | MP |  |  |
| 1   | 30% DESIGN  | 07/2023 | MP |  |  |
| REV | ISSUED FOR  | DATE    | BY |  |  |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| PROJECT ENGINEER:                                                 | M. PECKHAM  |
| DESIGNED BY:                                                      | T. KAYALI   |
| DRAWN BY:                                                         | C. LOMBANA  |
| CHECKED BY:                                                       | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE | 0 1/2" 1"   |

MELANIE PECKHAM PE. No. 66487

**Hazen**

HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814

**City of Ocoee**  
UTILITIES DEPARTMENT

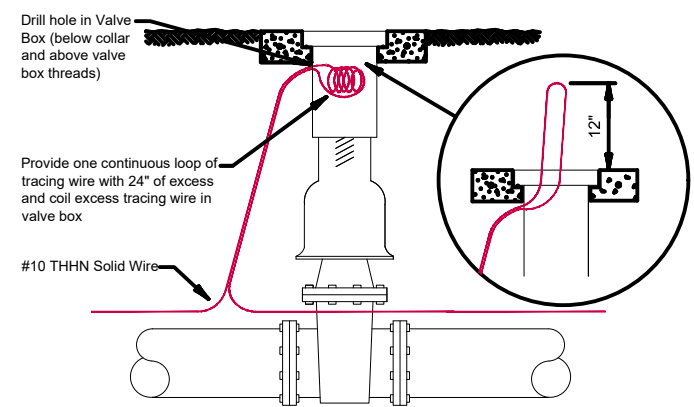
**LAKESWOOD/REWIS WATER MAIN REPLACEMENT FEDERAL GRANT FUNDED ARPA PROJECT**

CITY STANDARD DETAILS  
SHEET 1

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: | CD-01         |



File: C:\USERS\HPD\ACCD\GCS\HAZEN AND SAWYER\41154-002\_FLEWELING AVE AC WATER MAIN REPLACEMENT FILES\01\_DESIGN\CD-02 Saved by HP Save date: 1/26/2023 6:45 p.m.  
PLOT DATE: 2/12/2024 4:18 p.m., BY: HP



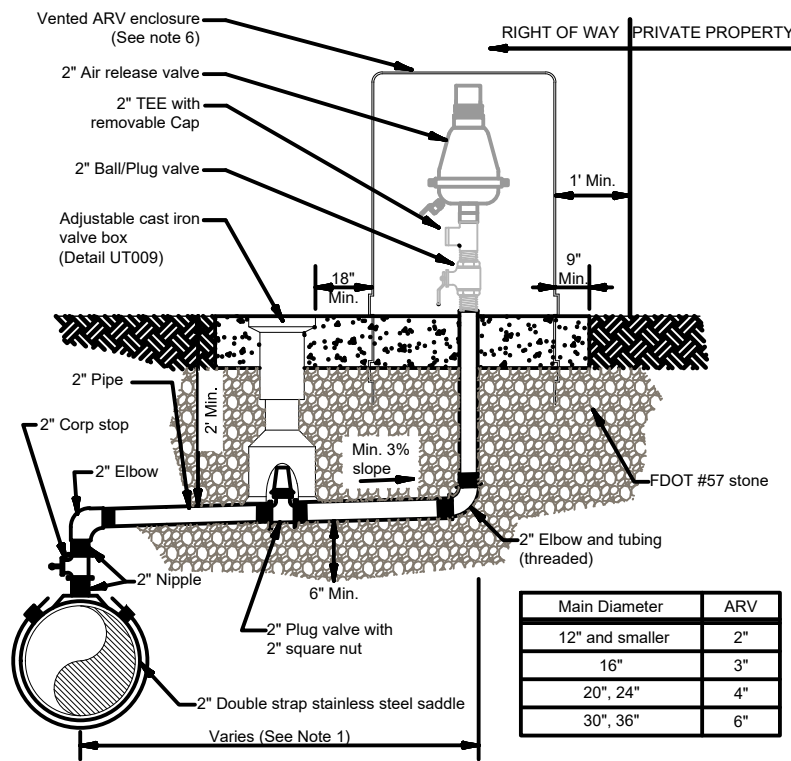
**NOTES:**

1. All pipe shall be installed with #10 THHN solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
2. Tracing wire shall cover all main, pipe, branches (including fire hydrants) and service connections.
3. Tracing wire shall extend a minimum of 12\"/>

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

DETAIL NTS

9 -



**NOTES:**

1. Gas Release Valve shall mean Air, Combination Air/Vacuum, and Surge Protection Release Valve.
2. Offset distance to be field determined and as close to the right of way as possible and clear of pedestrian walkways. If pipe is at right of way line, no offset is required.
3. Above detail applies to a 2\"/>

|            |                                     |           |            |
|------------|-------------------------------------|-----------|------------|
| DETAIL NO. | CITY OF OCOEE CONSTRUCTION DETAILS  |           |            |
|            | Gas Release Valve Water and Reclaim |           |            |
| UT204a     | DATE:                               | June 2021 | SCALE: N/A |

DETAIL NTS

13 -

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

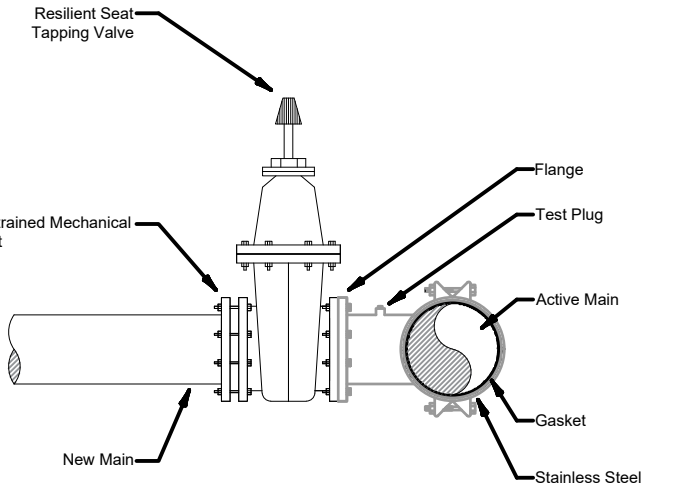
**NOTES:**

1. The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements between the City's Standards and the guidelines set forth in the Florida Administrative Code 62-555.314 (F.A.C.) shall apply between newly proposed utility lines and existing or proposed utility lines.
2. Joint spacing shall be based on one full length water main pipe centered above or below other pipes. The joint shall be no less than the required distance from the center of the crossing of the two pipes. (The water pipe shall be above the other pipe unless otherwise approved by the City.)
3. Where the City's minimum vertical and horizontal separation from potable water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation in accordance with F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and 62-604.400 (F.A.C.) may be allowed upon approval by the City's Utilities Department.  
a. If it is not technically feasible or economically sensible to comply with the requirements set forth in 62-555.314 (F.A.C.), technical or economic justification for each exception must be submitted to F.D.E.P. with alternative construction features. Proof of F.D.E.P.'s approval for exceptions shall be submitted to the City.
4. For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
5. Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
6. Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured from the outside dimension of each pipe/main.
7. All Sanitary and Storm Structures shall follow separation requirements above.
8. Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
9. All utilities shall be installed with 36\"/>

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

DETAIL NTS

10 -



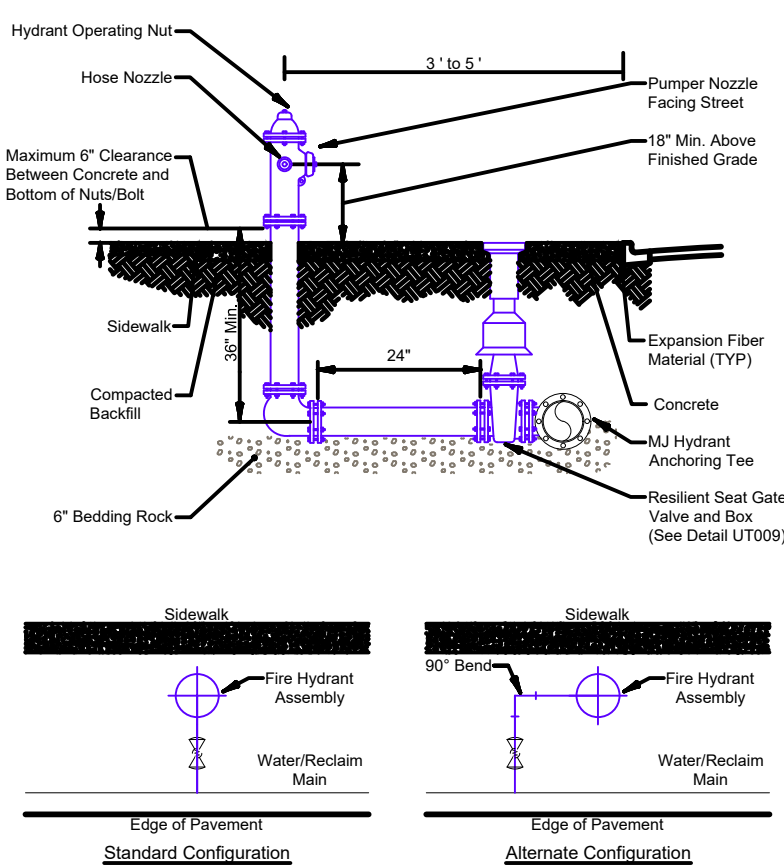
**NOTES:**

1. All Sleeves and Valves shall be water tested before tap.
2. No Wet Tap on Asbestos Cement water mains.
3. For Valve Box and Cover, see Ocoee UT009 Valve Box and Cover Detail.

|            |                                                                          |           |            |
|------------|--------------------------------------------------------------------------|-----------|------------|
| DETAIL NO. | CITY OF OCOEE CONSTRUCTION DETAILS                                       |           |            |
|            | Stainless Steel Tapping Saddle and Gate Valve Assembly Water and Reclaim |           |            |
| UT205      | DATE:                                                                    | Feb. 2020 | SCALE: N/A |

DETAIL NTS

14 -



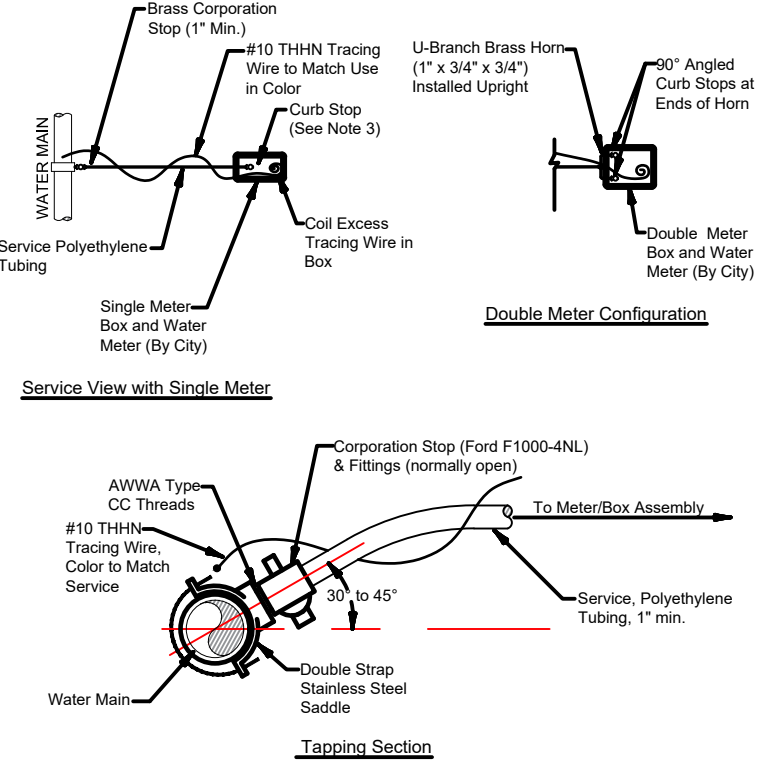
**Notes:**

1. Hydrants shall be painted with double coat enamel paint per the following:
  - Public Potable Water - Safety Yellow Pantone 13-0630TN
  - Reclaimed Water - Purple Pantone 522 C
  - Private Fire - Cherry Red HDC-MD-16
2. Concrete shear pad shall abut between sidewalk and curb. Where sidewalk is not present, concrete shear pad shall be approx. 7.5' x 3.5' min.
3. Concrete shall be 6\"/>

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

DETAIL NTS

11 -



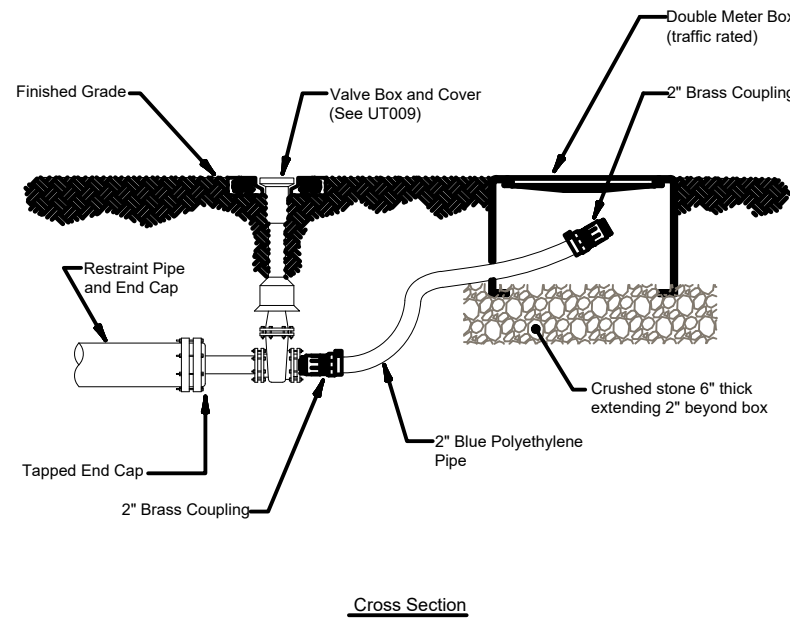
**NOTES:**

1. All fittings shall be brass with compression-pack joint type connections.
2. No service line shall extend or terminate under a driveway.
3. Meter end of service shall terminate with curb stop (90\"/>

|            |                                      |           |            |
|------------|--------------------------------------|-----------|------------|
| DETAIL NO. | CITY OF OCOEE CONSTRUCTION DETAILS   |           |            |
|            | Water and Reclaim Service Connection |           |            |
| UT206      | DATE:                                | Sep. 2019 | SCALE: N/A |

DETAIL NTS

15 -



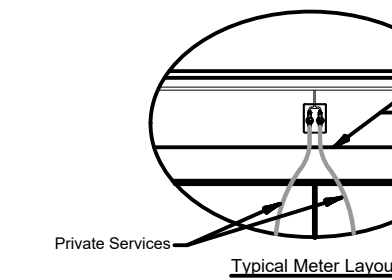
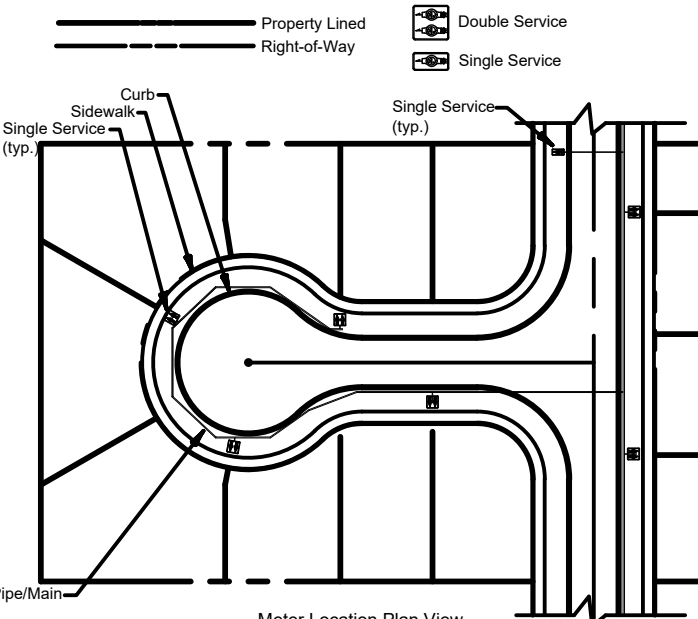
**NOTES:**

1. All pipes and fittings shall be schedule 40 brass or equivalent with threaded (NPT) joints except where denoted otherwise.
2. All pipe and fittings shall be in accordance with City Standards for the applicable service provided.
3. Pipe restraints shall be in accordance with City Standard Details UT004 for PVC/HDPE Pipe or UT005 for Ductile Iron Pipe.

|            |                                    |            |            |
|------------|------------------------------------|------------|------------|
| DETAIL NO. | CITY OF OCOEE CONSTRUCTION DETAILS |            |            |
|            | Blow Off Assembly                  |            |            |
| UT203      | DATE:                              | April 2019 | SCALE: N/A |

DETAIL NTS

12 -



**NOTES:**

1. Pipes/main in this detail are for representation purposes only. Refer to plan or utility sheets for pipes/main material, size, and configuration.
2. For meter configuration, including fitting and box, see City of Ocoee Meter and Meter Box Details UT207 for Single Family and UT208 for Commercial/Multi-Family.
3. Unless directed by City, reclaimed and potable meter boxes shall be separated by placing the boxes at opposite property lines.
4. Meters should be centered in grassed parkway, if possible, offset from front of sidewalk 2\", and such that private service will not cross adjacent lot.

|            |                                    |            |            |
|------------|------------------------------------|------------|------------|
| DETAIL NO. | CITY OF OCOEE CONSTRUCTION DETAILS |            |            |
|            | Meter & Service Locations          |            |            |
| UT207      | DATE:                              | April 2019 | SCALE: N/A |

DETAIL NTS

16 -

|                                    |            |      |    |
|------------------------------------|------------|------|----|
| PROJECT ENGINEER: M. PECKHAM       |            |      |    |
| DESIGNED BY: T. KAYALI             |            |      |    |
| DRAWN BY: C. LOMBANA               |            |      |    |
| CHECKED BY: T. BOMARITO            |            |      |    |
| IF THIS BAR DOES NOT MEASURE 1\"/> |            |      |    |
| REV                                | ISSUED FOR | DATE | BY |

MELANIE PECKHAM PE. No. 66487

**Hazen**  
HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE  
UTILITIES DEPARTMENT

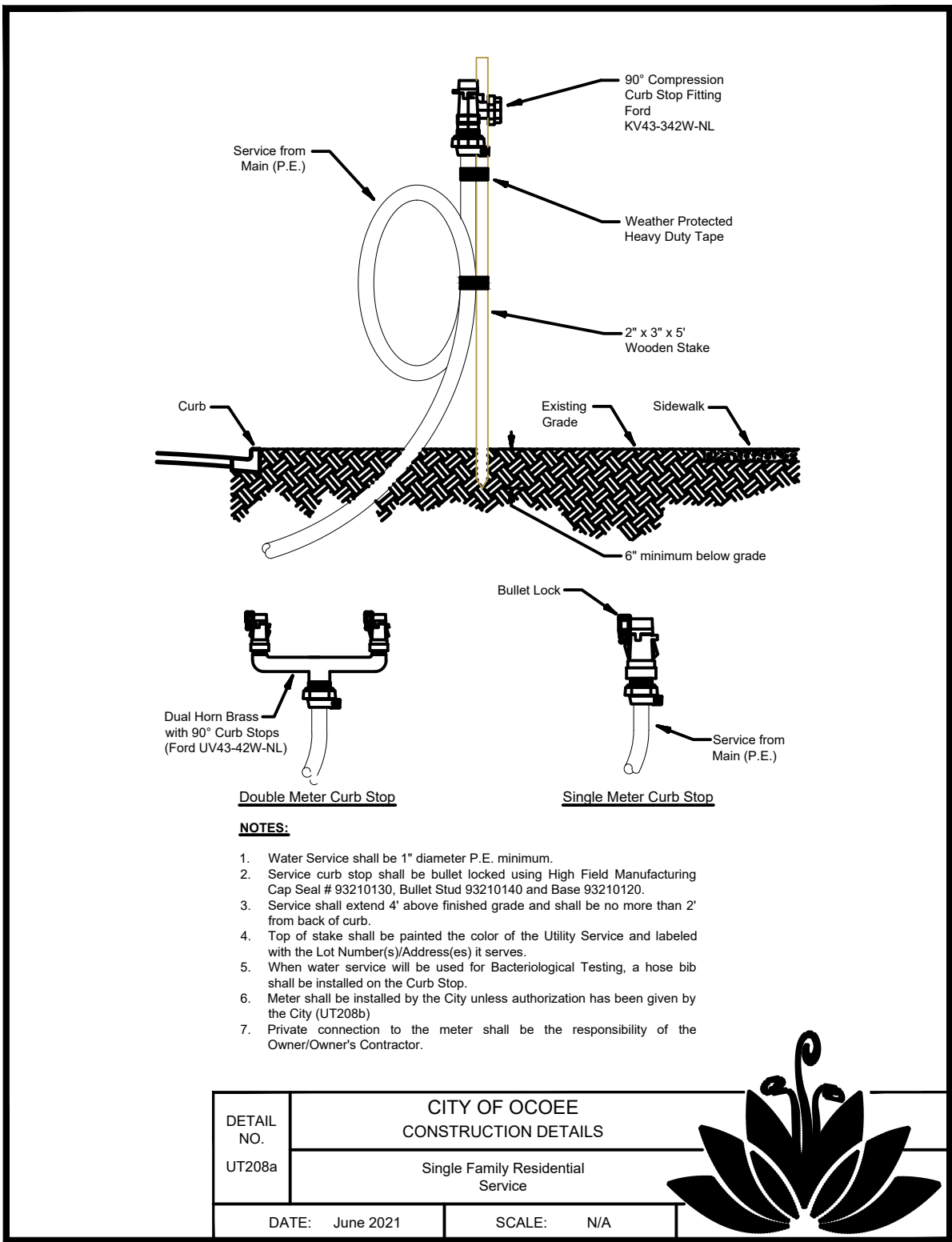
LAKESWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

CITY STANDARD DETAILS  
SHEET 2

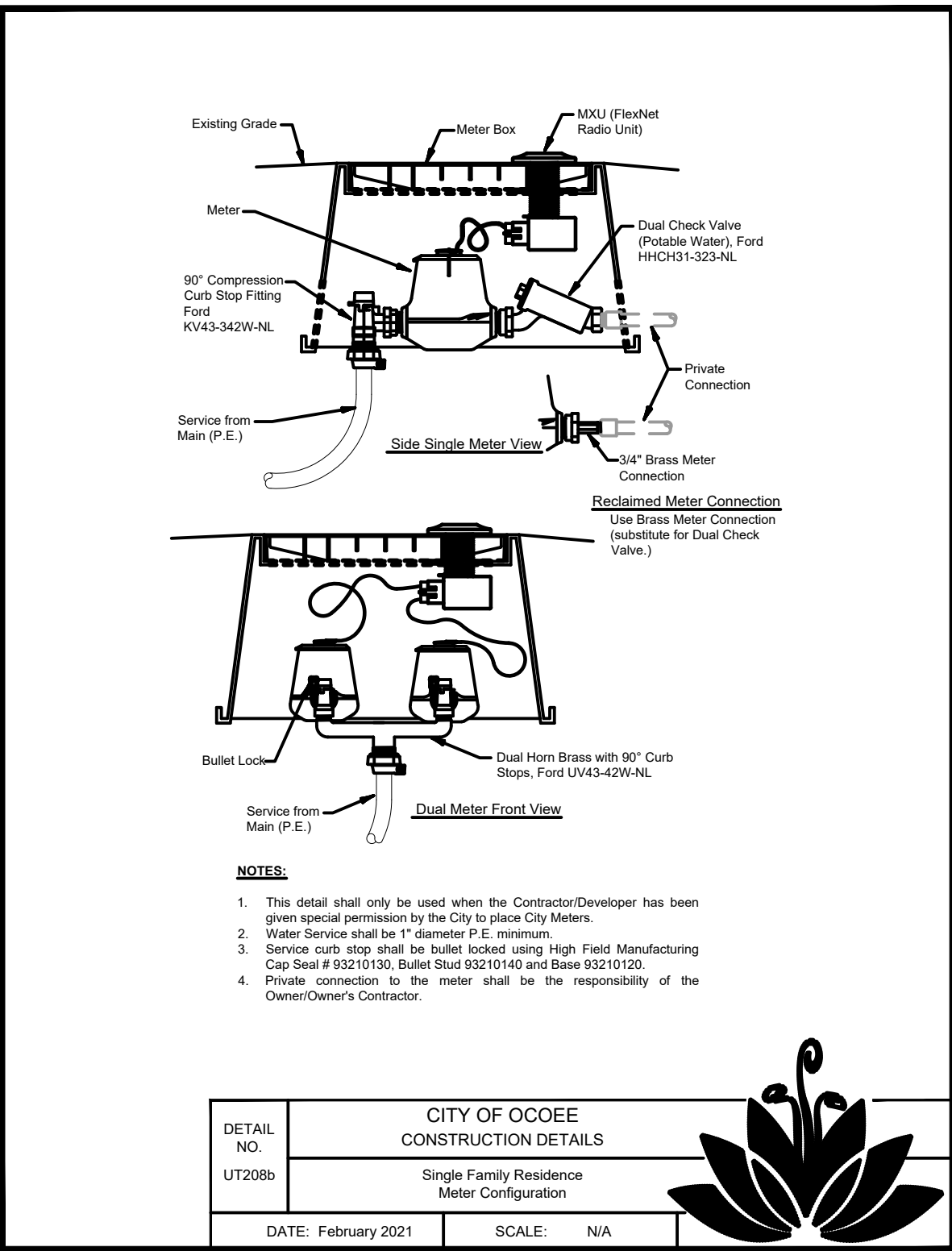
|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: | CD-02         |



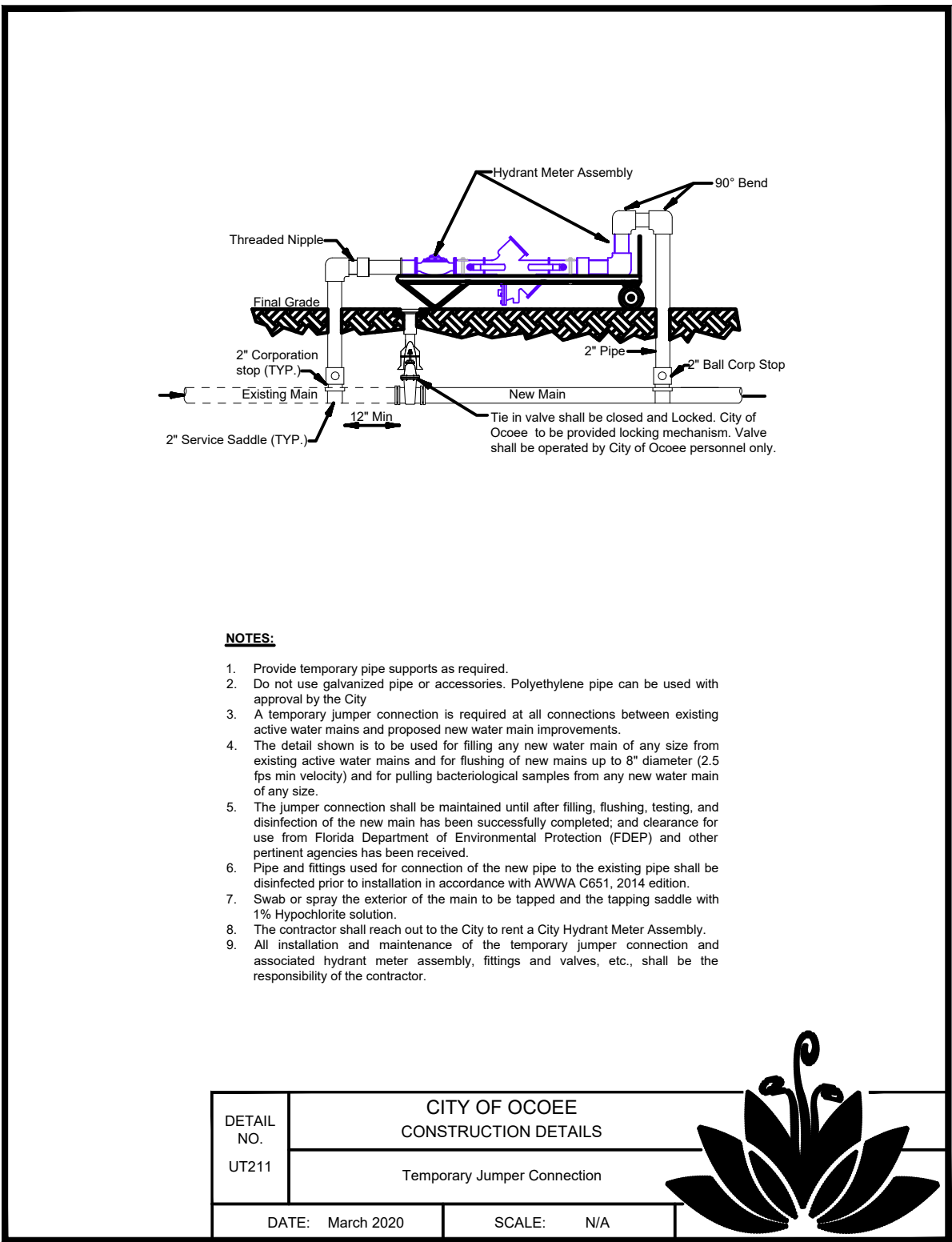
File: C:\USERS\HPID\ACDC\Hazen and Sawyer\41194-02\_FLEWELLING AVE AC WATER MAIN REPLACEMENT FILES\01\_DESIGN\CD-03 Saved by HP Save date: 1/10/2023 12:10 p. m.  
PLOT DATE: 2/12/2024 4:19 p. m. BY: HP



DETAIL 17  
NTS -



DETAIL 18  
NTS -



DETAIL 19  
NTS -

| REV | ISSUED FOR  | DATE    | BY |
|-----|-------------|---------|----|
| 4   | BID SET     | 02/2024 | MP |
| 3   | 100% DESIGN | 11/2023 | MP |
| 2   | 60% DESIGN  | 09/2023 | MP |
| 1   | 30% DESIGN  | 07/2023 | MP |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| PROJECT ENGINEER:                                                 | M. PECKHAM  |
| DESIGNED BY:                                                      | T. KAYALI   |
| DRAWN BY:                                                         | C. LOMBANA  |
| CHECKED BY:                                                       | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE | 0 1/2" 1"   |

MELANIE PECKHAM PE. No. 66487

**Hazen**  
HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE  
UTILITIES DEPARTMENT

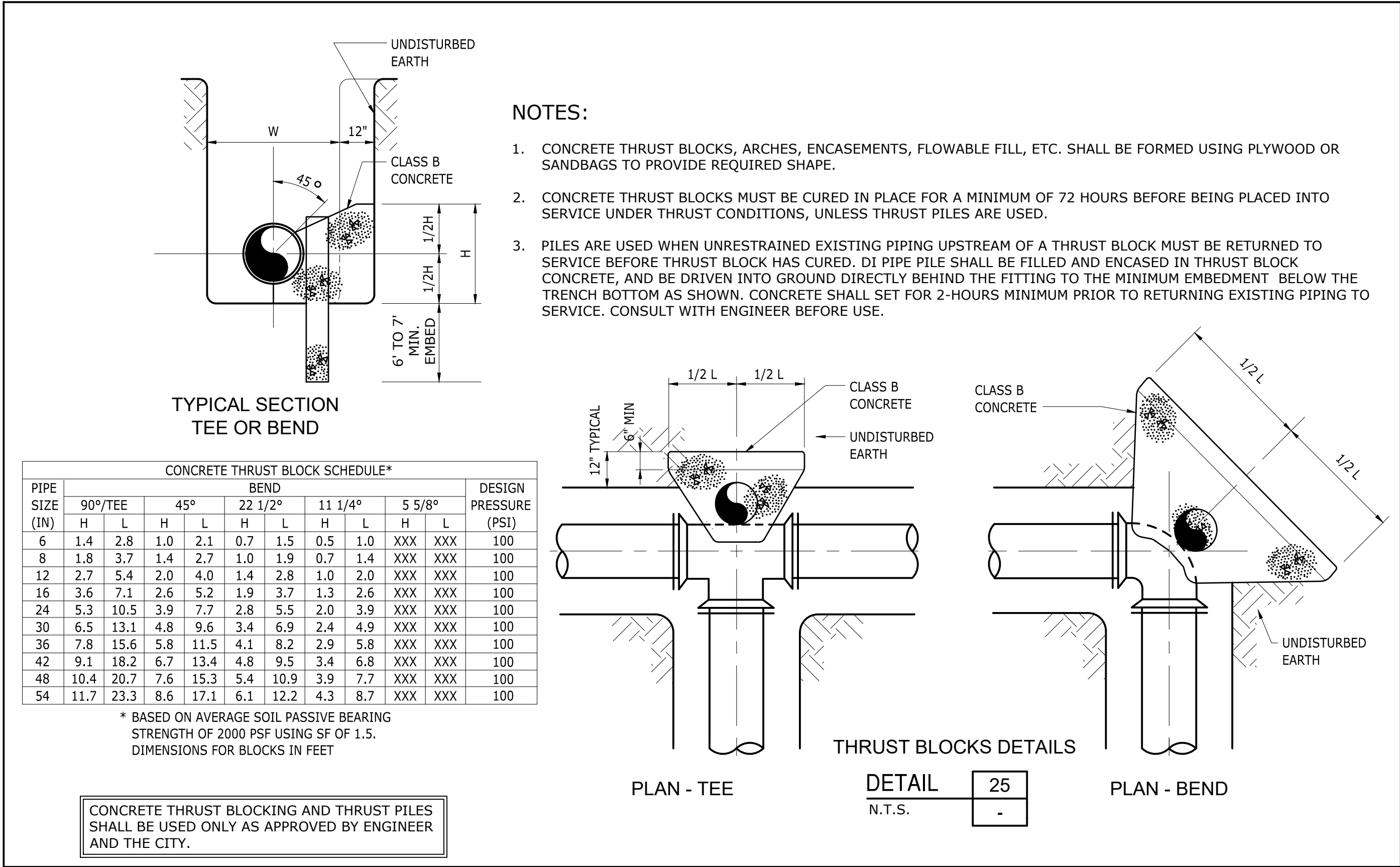
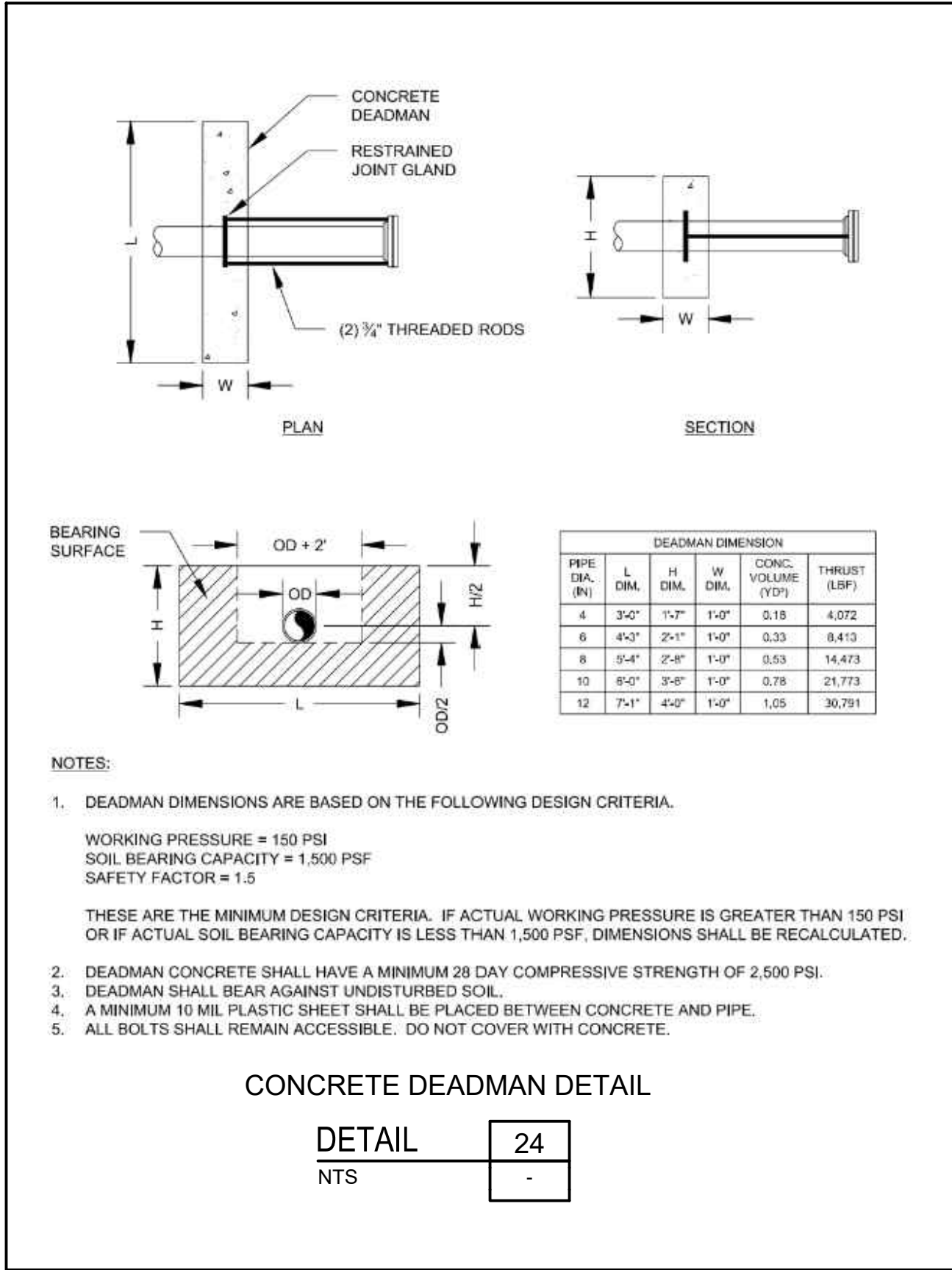
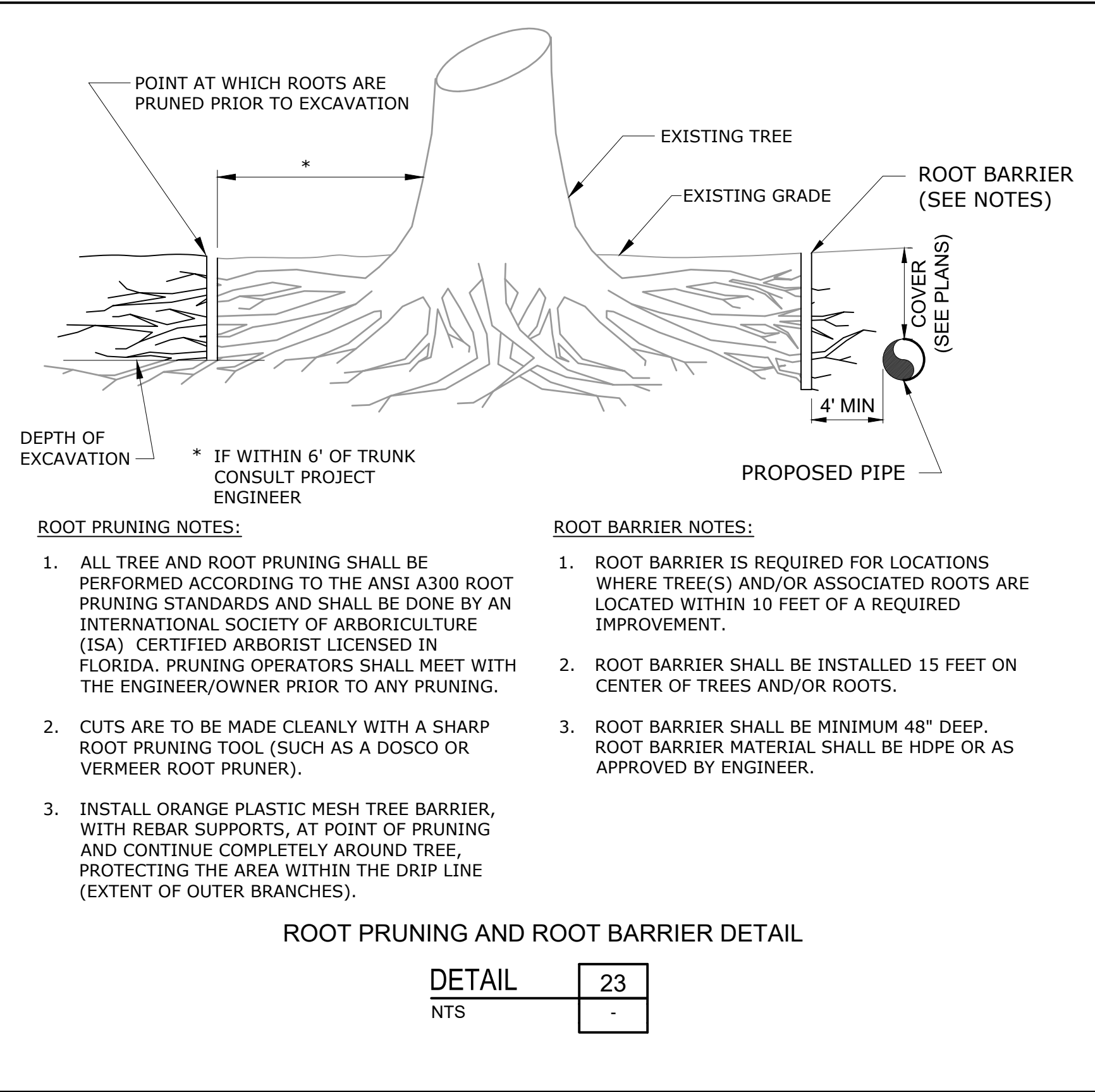
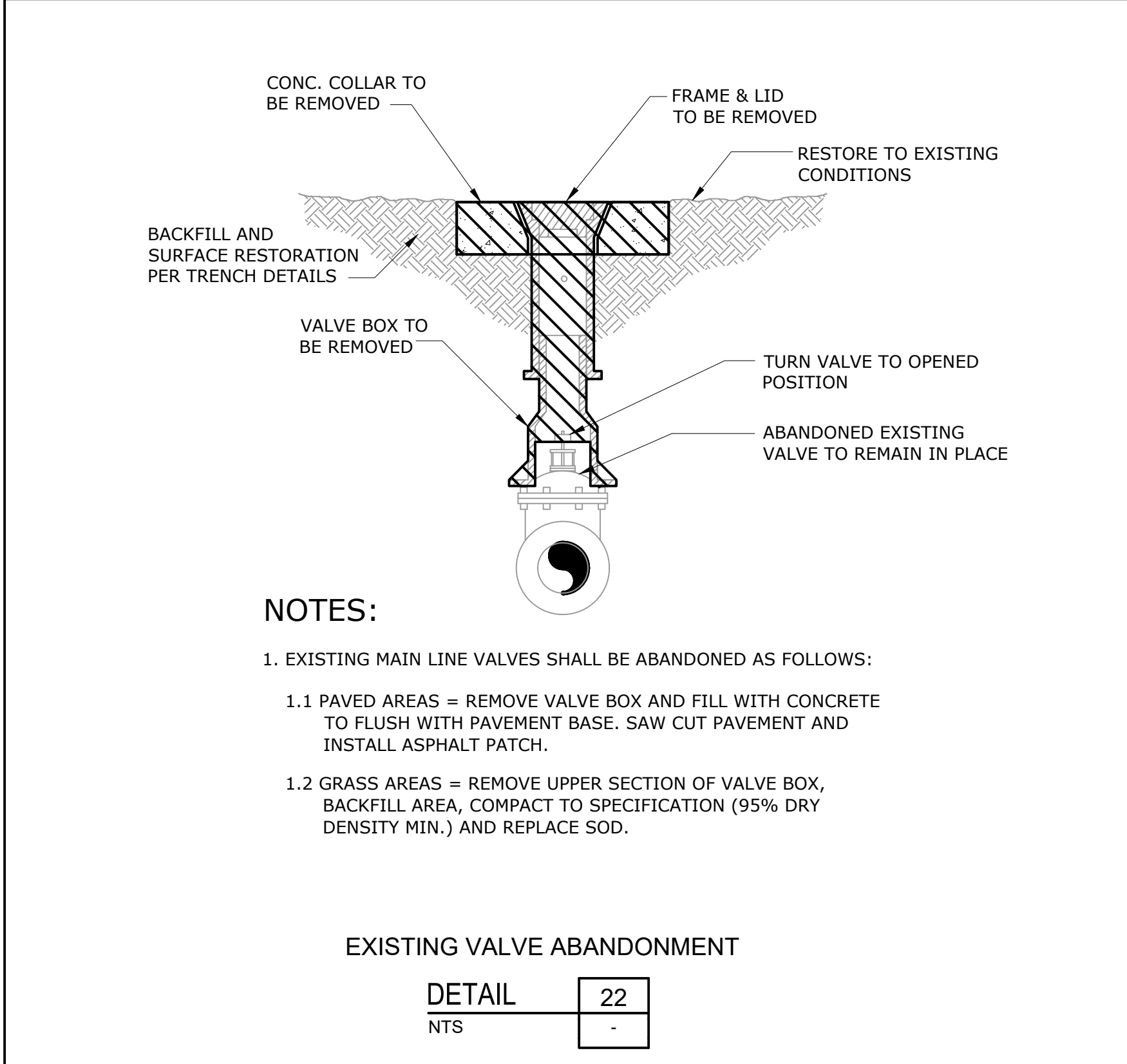
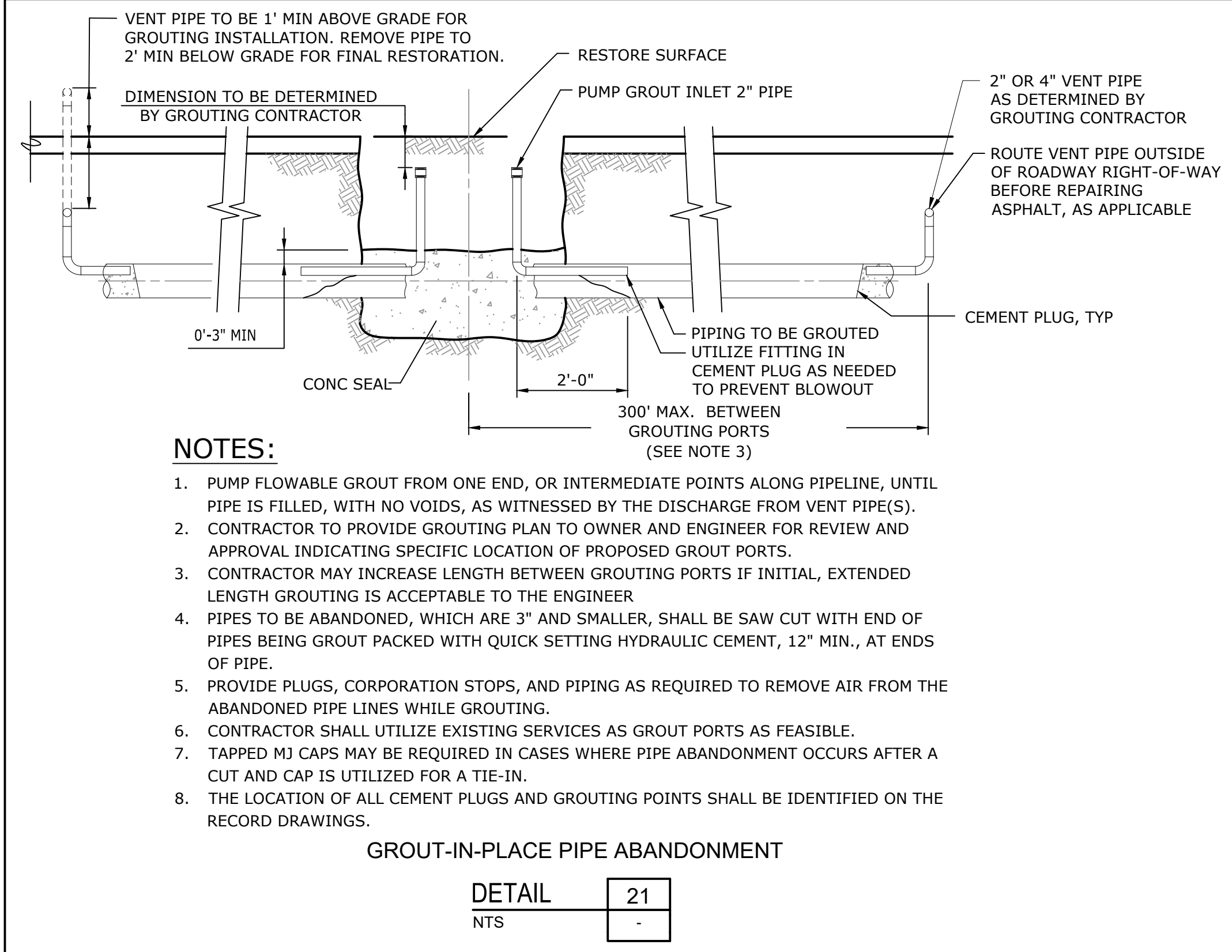
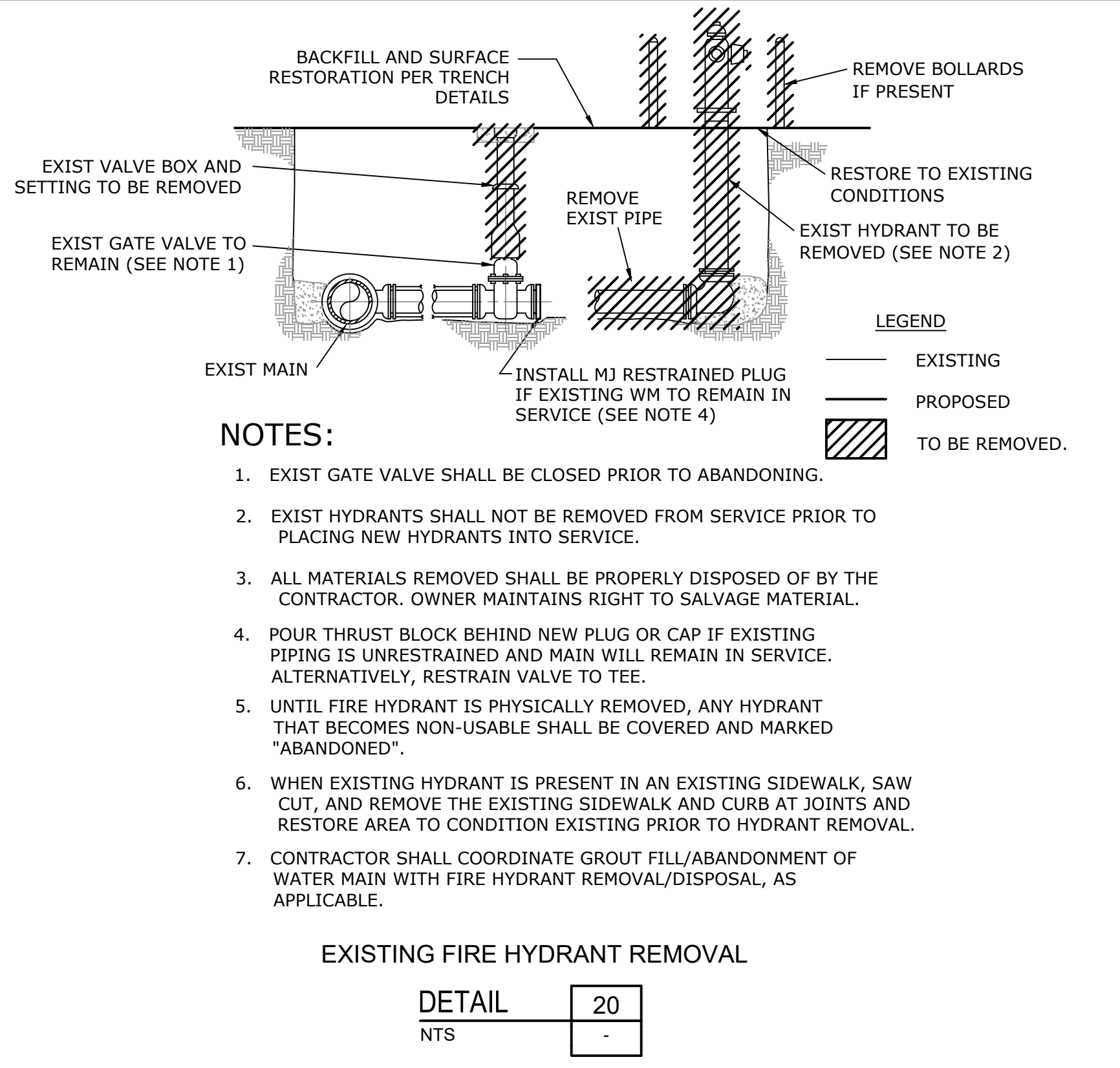
LAKESWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

CITY STANDARD DETAILS  
SHEET 3

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: | CD-03         |



File: C:\USERS\HPD\ACCD\GSHAZEN AND SAWYER\41194-002\_FLEWELLING AVE AC WATER MAIN REPL\PROJECT FILES\01\_DESIGN\VALID-01\_Saved by HP Save date: 12/26/2023 8:03 p. m. PLOT DATE: 2/2/2024 4:19 p. m. BY: HP



|     |             |         |    |  |
|-----|-------------|---------|----|--|
|     |             |         |    |  |
|     |             |         |    |  |
|     |             |         |    |  |
|     |             |         |    |  |
| 4   | BID SET     | 02/2024 | MP |  |
| 3   | 100% DESIGN | 11/2023 | MP |  |
| 2   | 60% DESIGN  | 09/2023 | MP |  |
| 1   | 30% DESIGN  | 07/2023 | MP |  |
| REV | ISSUED FOR  | DATE    | BY |  |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| PROJECT ENGINEER:                                                 | M. PECKHAM  |
| DESIGNED BY:                                                      | T. KAYALI   |
| DRAWN BY:                                                         | C. LOMBANA  |
| CHECKED BY:                                                       | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE | 0 1/2" 1"   |

MELANIE PECKHAM PE. No. 66487

**Hazen**  
HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814

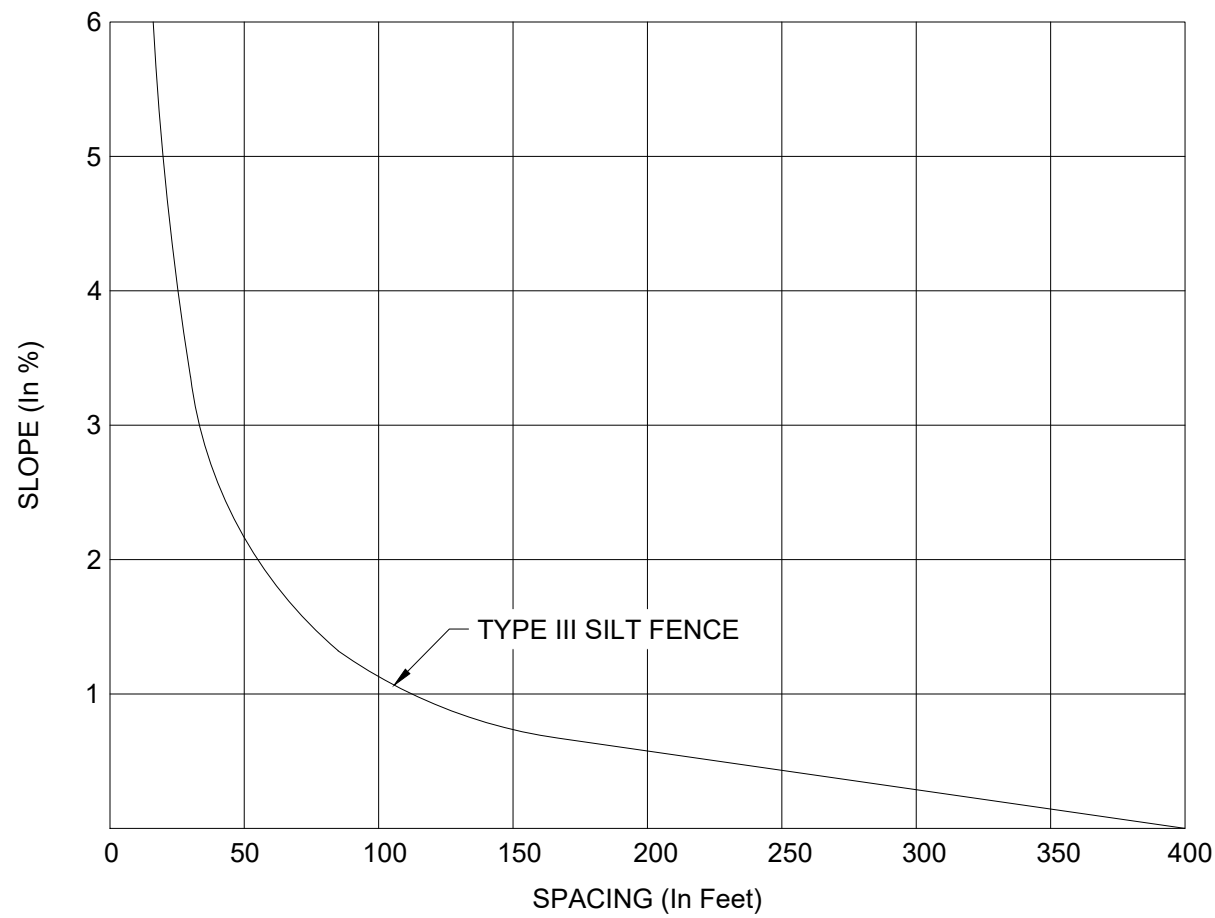
**ocee**  
florida  
CITY OF OCOEE  
UTILITIES DEPARTMENT  
LAKEWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

STANDARD DETAILS

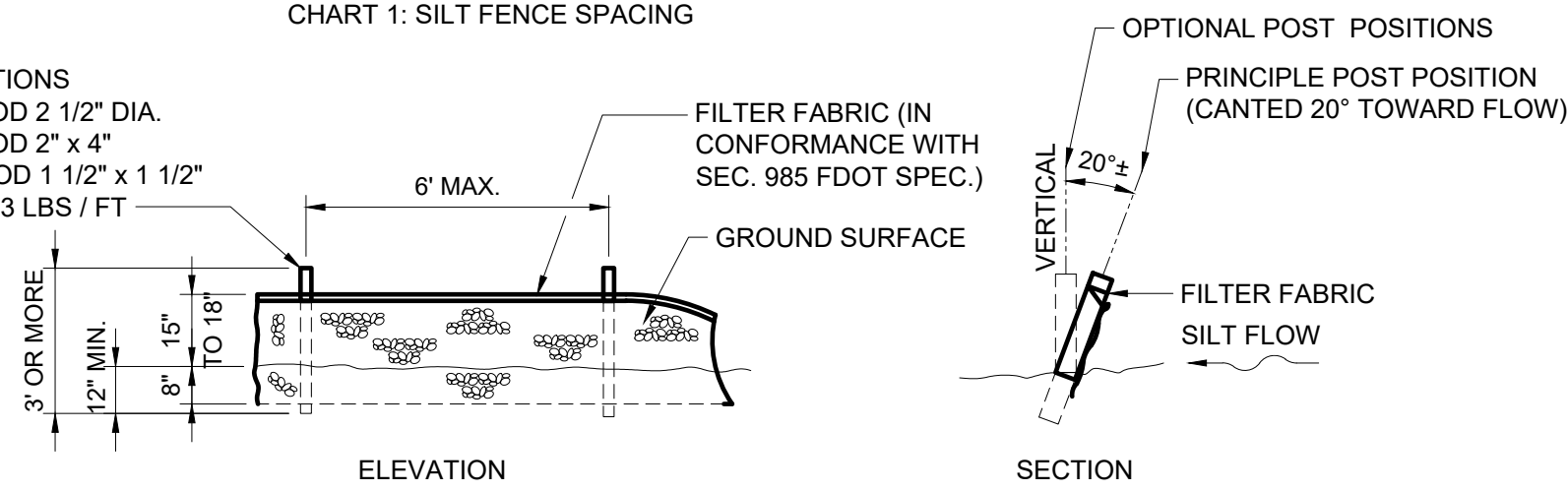
|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: | D-01          |



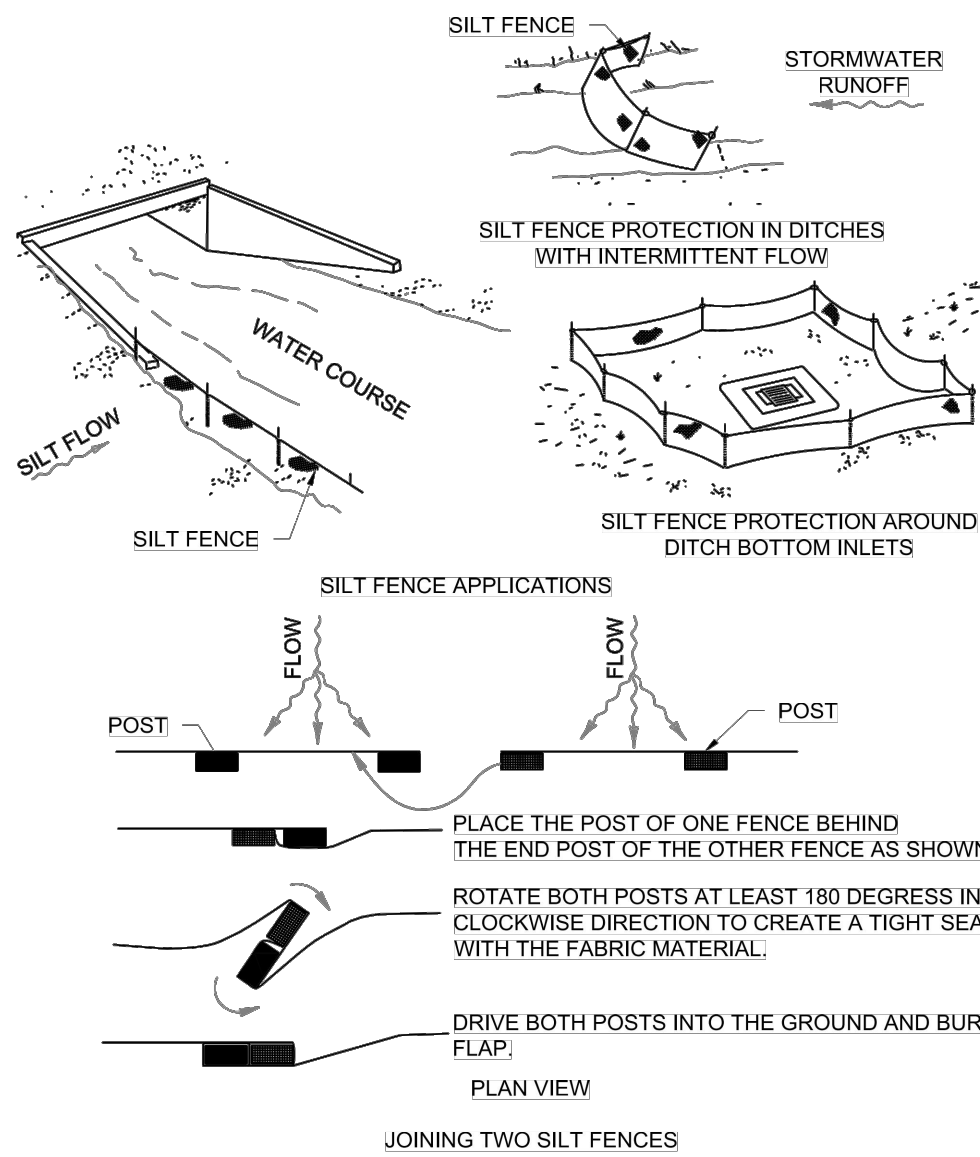
File: C:\USERS\HPID\ACCD\GCHAZEN AND SAWYER\41154-002\_FLEWELLING AVE AC WATER MAIN REPL\PROJECT FILES\01\_DESIGN\VALID-02\_Saved by HP\_Save date: 11/30/2023 7:26 p. m.  
PLOT DATE: 2/12/2024 4:19 p. m., BY: HP



POST OPTIONS  
SOFTWOOD 2 1/2" DIA.  
SOFTWOOD 2" x 4"  
HARDWOOD 1 1/2" x 1 1/2"  
STEEL 1.33 LBS / FT

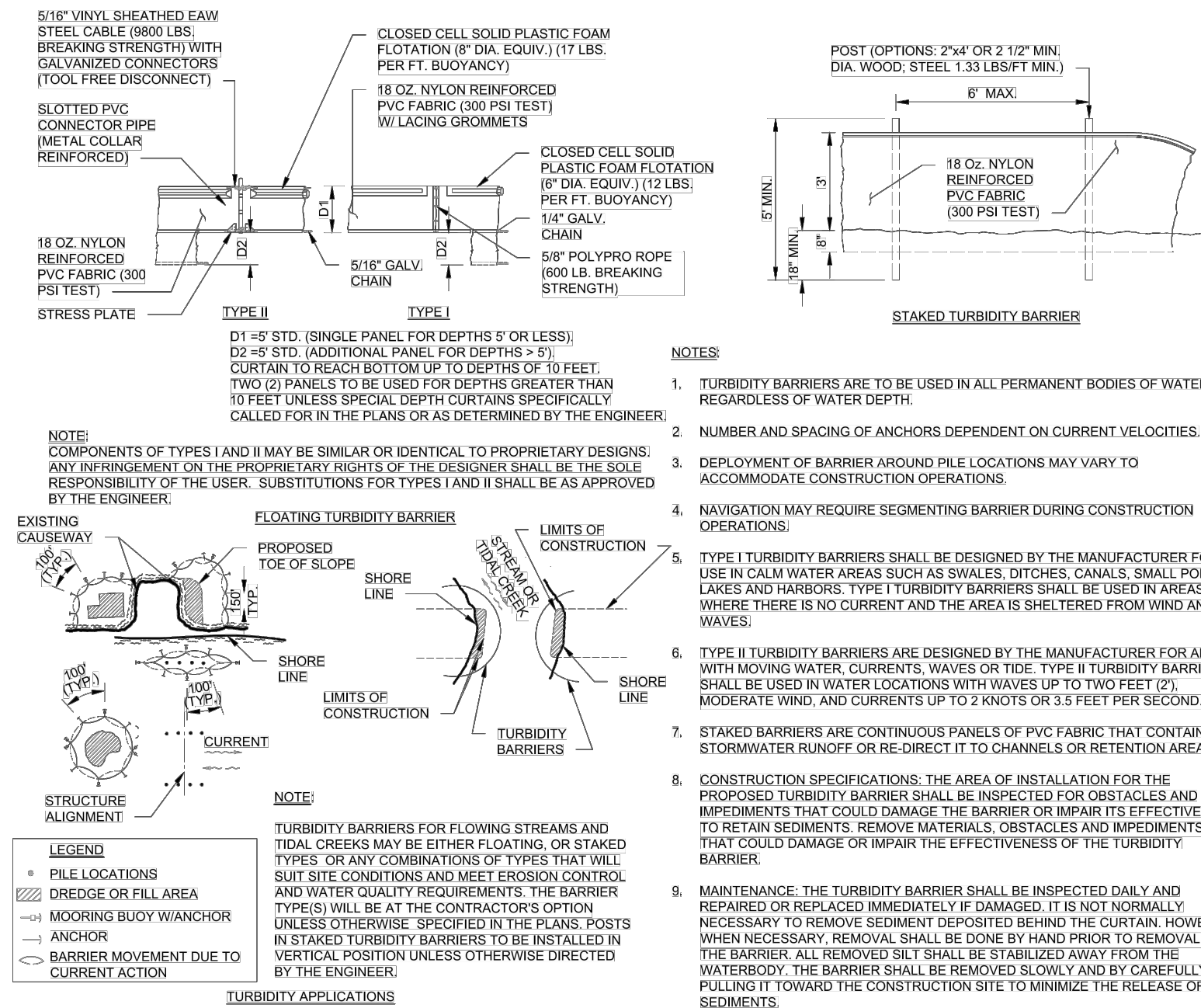


TYPE III SILT FENCE  
NTS



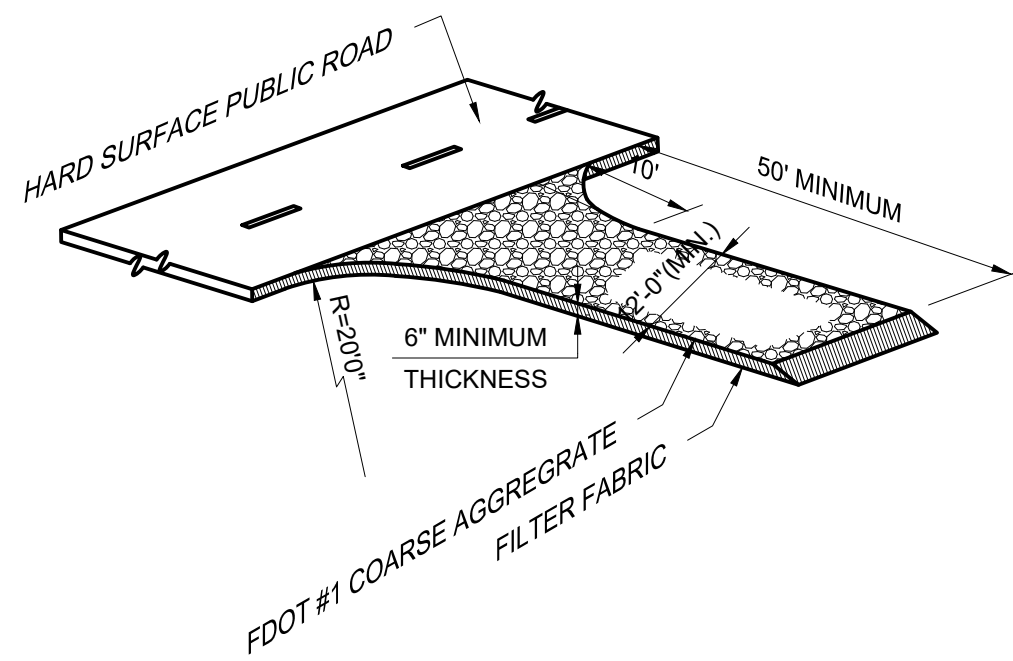
NOTES:

- WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH CHART 1.
- DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
- WHERE USED AS SLOPE PROTECTION, SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.



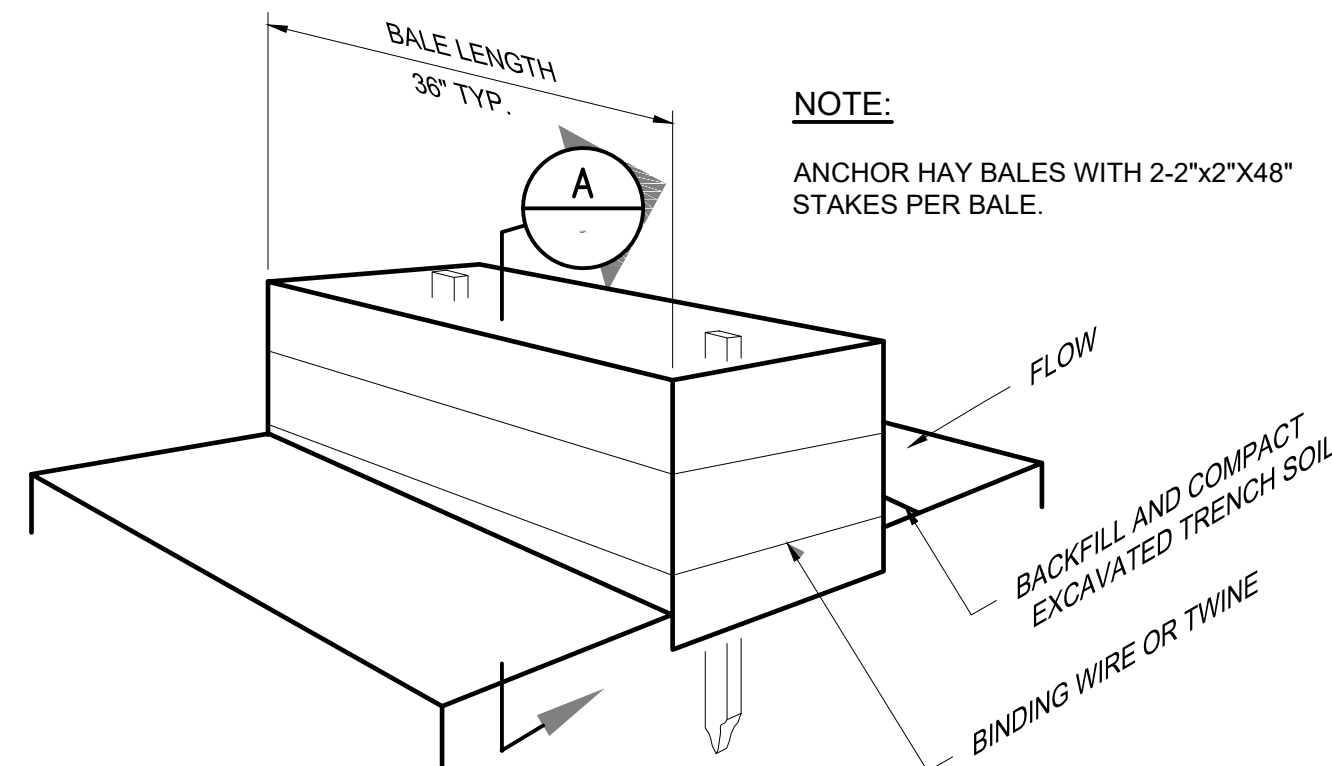
NOTES:

- TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
- NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
- DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
- NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.
- TYPE I TURBIDITY BARRIERS SHALL BE DESIGNED BY THE MANUFACTURER FOR USE IN CALM WATER AREAS SUCH AS SWALES, DITCHES, CANALS, SMALL PONDS, LAKES AND HARBORS. TYPE I TURBIDITY BARRIERS SHALL BE USED IN AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES.
- TYPE II TURBIDITY BARRIERS ARE DESIGNED BY THE MANUFACTURER FOR AREAS WITH MOVING WATER, CURRENTS, WAVES OR TIDE. TYPE II TURBIDITY BARRIERS SHALL BE USED IN WATER LOCATIONS WITH WAVES UP TO TWO FEET (2') MODERATE WIND, AND CURRENTS UP TO 2 KNOTS OR 3.5 FEET PER SECOND.
- STAKED BARRIERS ARE CONTINUOUS PANELS OF PVC FABRIC THAT CONTAIN STORMWATER RUNOFF OR RE-DIRECT IT TO CHANNELS OR RETENTION AREAS.
- CONSTRUCTION SPECIFICATIONS: THE AREA OF INSTALLATION FOR THE PROPOSED TURBIDITY BARRIER SHALL BE INSPECTED FOR OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE THE BARRIER OR IMPAIR ITS EFFECTIVENESS TO RETAIN SEDIMENTS. REMOVE MATERIALS, OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE OR IMPAIR THE EFFECTIVENESS OF THE TURBIDITY BARRIER.
- MAINTENANCE: THE TURBIDITY BARRIER SHALL BE INSPECTED DAILY AND REPAIRED OR REPLACED IMMEDIATELY IF DAMAGED. IT IS NOT NORMALLY NECESSARY TO REMOVE SEDIMENT DEPOSITED BEHIND THE CURTAIN, HOWEVER, WHEN NECESSARY, REMOVAL SHALL BE DONE BY HAND PRIOR TO REMOVAL OF THE BARRIER. ALL REMOVED SILT SHALL BE STABILIZED AWAY FROM THE WATERBODY. THE BARRIER SHALL BE REMOVED SLOWLY AND BY CAREFULLY PULLING IT TOWARD THE CONSTRUCTION SITE TO MINIMIZE THE RELEASE OF SEDIMENTS.



NOTES:

- THE ENTRANCE SHALL BE MAINTAINED A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
- WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
- WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

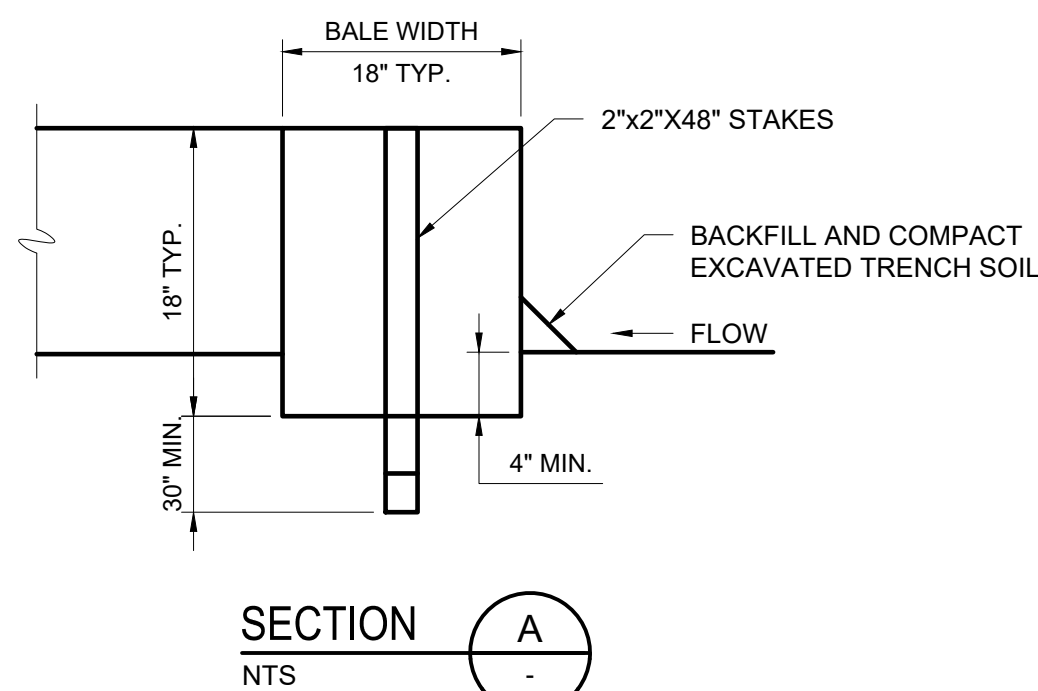


NOTE:

ANCHOR HAY BALES WITH 2-2"x2"x48" STAKES PER BALE.

HAY BALE INSTALLATION NOTES:

- SEE CIVIL PLAN VIEW FOR LOCATIONS OF HAY BALES.
- HAY BALES SHALL CONSIST OF CERTIFIED WEED FREE STRAW OR HAY. LOCAL JURISDICTIONS MAY REQUIRE PROOF THAT BALES ARE WEED FREE.
- HAY BALES SHALL CONSIST OF APPROXIMATELY 5 CUBIC FEET OF STRAW OR HAY AND WEIGH NOT LESS THAN 35 POUNDS.
- WHEN HAY BALES ARE USED IN SERIES AS A BARRIER, THE END OF EACH BALE SHALL BE TIGHTLY ABUTTING ONE ANOTHER.
- HAY BALE DIMENSIONS SHALL BE APPROXIMATELY 36" X 18" X 18".
- A UNIFORM ANCHOR TRENCH SHALL BE EXCAVATED TO A DEPTH OF 4". BALES SHALL BE PLACED SO THAT BINDING TWINE OR WIRE IS HORIZONTALLY ENCOMPASSING THE SIDES OF THE BALE(S). ALL EXCAVATED SOIL SHALL BE PLACED ON THE UPHILL SIDE OF THE BALE(S) AND COMPACTED.
- TWO (2) WOODEN STAKES SHALL BE USED TO HOLD EACH BALE IN PLACE. WOODEN STAKES SHALL BE 2" X 2" X 48". WOODEN STAKES SHALL BE 30" INTO THE GROUND.



SECTION A  
NTS

HAY BALE PROTECTION AROUND INLETS OR SIMILAR STRUCTURES  
NTS

|     |             |         |    |                                                                   |             |
|-----|-------------|---------|----|-------------------------------------------------------------------|-------------|
|     |             |         |    | PROJECT ENGINEER:                                                 | M. PECKHAM  |
|     |             |         |    | DESIGNED BY:                                                      | T. KAYALI   |
|     |             |         |    | DRAWN BY:                                                         | C. LOMBANA  |
|     |             |         |    | CHECKED BY:                                                       | T. BOMARITO |
| 4   | BID SET     | 02/2024 | MP | IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE |             |
| 3   | 100% DESIGN | 11/2023 | MP |                                                                   |             |
| 2   | 60% DESIGN  | 09/2023 | MP |                                                                   |             |
| 1   | 30% DESIGN  | 07/2023 | MP |                                                                   |             |
| REV | ISSUED FOR  | DATE    | BY |                                                                   |             |

MELANIE PECKHAM PE. No. 66487

**Hazen**  
HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE  
UTILITIES DEPARTMENT

LAKESWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

POLLUTION PREVENTION DETAILS

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: | D-02          |

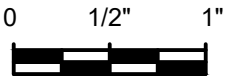


File: C:\USERS\HPD\ACCOG\SHAZEN AND SAWYER\41154-02\_FLEWELLING AVE AC WATER MAIN REPL\PROJECT FILES\01\_DESIGN\QVLD-03 Saved by HP Save date: 1/30/2024 11:27 a. m.  
PLOT DATE: 2/12/2024 4:19 p. m. BY: HP

| MATERIAL QUANTITY TABLE                    |      |          |
|--------------------------------------------|------|----------|
| MATERIAL                                   | UNIT | QUANTITY |
| 4" DI PIPE CLASS 350                       | LF   | 30       |
| 6" DI PIPE CLASS 350                       | LF   | 460      |
| 8" DI PIPE CLASS 350                       | LF   | 3840     |
| 8" x 6" DI Tee                             | EA   | 13       |
| 8" x 4" DI Tee                             | EA   | 1        |
| 6" x 6" DI Tee                             | EA   | 3        |
| 4" x 4" DI Tee                             | EA   | 1        |
| 6" x 4" DI Tee                             | EA   | 1        |
| 8" Gate Valve and Box                      | EA   | 16       |
| 6" Gate Valve and Box                      | EA   | 20       |
| 4" Gate Valve and Box                      | EA   | 3        |
| 2" Gate Valve and Box                      | EA   | 7        |
| 8" x 6" DI Reducer                         | EA   | 2        |
| 6" Plug                                    | EA   | 1        |
| 8" Plug                                    | EA   | 1        |
| 4" Cap and Blow Off Assembly Including Box | EA   | 1        |
| 6" Cap and Blow Off Assembly Including Box | EA   | 3        |
| 8" x 2" Service Saddle                     | EA   | 6        |
| 6" x 2" Service Saddle                     | EA   | 1        |
| 2" Line Stops                              | EA   | 14       |
| 4" Line Stops                              | EA   | 4        |
| 6" Line Stops                              | EA   | 9        |
| General DI Fittings                        | Ton  | 2        |
| Fire Hydrant Assembly                      | EA   | 9        |
| 2" Air Release Valve Assembly              | EA   | 1        |

|     |             |         |    |
|-----|-------------|---------|----|
|     |             |         |    |
|     |             |         |    |
|     |             |         |    |
|     |             |         |    |
| 4   | BID SET     | 02/2024 | MP |
| 3   | 100% DESIGN | 11/2023 | MP |
| 2   | 60% DESIGN  | 09/2023 | MP |
| 1   | 30% DESIGN  | 07/2023 | MP |
| REV | ISSUED FOR  | DATE    | BY |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| PROJECT ENGINEER:                                                 | M. PECKHAM  |
| DESIGNED BY:                                                      | T. KAYALI   |
| DRAWN BY:                                                         | C. LOMBANA  |
| CHECKED BY:                                                       | T. BOMARITO |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE |             |



MELANIE PECKHAM PE. No. 66487

**Hazen**

HAZEN AND SAWYER  
2420 S. LAKEMONT AVENUE, SUITE 325,  
ORLANDO, FLORIDA 32814



CITY OF OCOEE  
UTILITIES DEPARTMENT

LAKEWOOD/REWIS WATER MAIN  
REPLACEMENT FEDERAL GRANT  
FUNDED ARPA PROJECT

MATERIAL QUANTITY  
TABLE

|                 |               |
|-----------------|---------------|
| DATE:           | FEBRUARY 2024 |
| HAZEN NO.:      | 41154-002     |
| CONTRACT NO.:   |               |
| DRAWING NUMBER: | D-03          |





Meeting Date: April 16, 2024  
Item #: 8

Contact Name: Stephen Krug  
Contact Number: Ext. 6002

Department Director: Stephen Krug  
City Manager: Robert Frank

**Subject: Approval to Exchange/Trade Unused Mower Attachment. (Public Works Director Krug)**

**Background Summary:**

The City Commission approved the acquisition of a MowerMax Boom sidearm mower for Public Works' Stormwater division in the 22/23 fiscal year, which was adequately funded in the Stormwater Fund's 2022/2023 capital appropriations. The standard configuration of the mower came with both a 96-inch front rotary mower deck and a 60-inch hydraulic rotary deck. Because the department currently possesses equipment with similar mowing capabilities as the 96-inch front rotary mower, the attachment has been unused since its acquisition. Public Works would like approval to surplus this attachment to serve as a trade-in for a sweeper/broom attachment, which would allow the Mowermax to sweep and clear the roadway of debris as it mows. The original dealer for the equipment, Atmax Equipment Co., has agreed to an even exchange of the unused 96-inch front rotary mower attachment for the 96-inch sweeper/broom attachment, as seen in the attached quote.

Public Works recommends approval to surplus and exchange the Mowermax's 96-inch front rotary mower deck for the 96-inch front sweeper/broom attachment.

**Issue:**

Should the Honorable Mayor and City Commissioners approve the surplus and exchange of the sidearm's unused mower attachment for a sweeper attachment?

**Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners approve the surplus and exchange of the sidearm's unused mower attachment for a sweeper attachment.

**Attachments:**

1. Credit Memo
2. Quote

**Financial Impacts:**

The trade-in value for the mower attachment is the same as the cost of the sweeper attachment, resulting in no additional financial impact from the original purchase.

**Type of Item:** Consent



## Credit Memo

Reference Nbr.: IN019353  
Date: 05-Apr-2024  
Due Date:  
Customer ID: C004373  
Currency: USD

ATMAX Equipment Co.  
6902 E. 7th Ave  
Tampa, FL, 33619  
Phone: 813-634-1111  
Web: www.mowermax.com

**BILL TO:**

Ocoee, City of, FL  
301 Maguire Road  
FL  
United States of America

**SHIP TO:**

Ocoee, City of, FL  
301 Maguire Road  
FL  
United States of America

**CUSTOMER REF. NBR.****TERMS****CONTACT**

Credit for Exchange

| NO. | ITEM                        | QTY.  | UOM | UNIT PRICE  | EXTENDED PRICE |
|-----|-----------------------------|-------|-----|-------------|----------------|
| 1   | CM for Broom/Mower exchange | 1.000 |     | 11,050.0000 | 11,050.00      |

NOTE:

**Sales Total:** 11,050.00  
**Less Discount:** 0.00  
**Tax Total:** 0.00  
**Total (USD):** 11,050.00  
**Cash Discount:** 0.00



ATMAX Equipment Co.  
6902 E. 7th Ave  
Tampa, FL, 33619  
Phone: 813-634-1111

Web: [www.mowermax.com](http://www.mowermax.com)

|                          |                          |
|--------------------------|--------------------------|
| <b>BILL TO:</b>          | <b>SHIP TO:</b>          |
| Ocoee, City of, FL       | Ocoee, City of, FL       |
| 301 Maguire Road         | 301 Maguire Road         |
| FL                       | FL                       |
| United States of America | United States of America |

QUOTE

|                       |                                                               |
|-----------------------|---------------------------------------------------------------|
| <b>Quote Nbr.:</b>    | <b>Q000232</b>                                                |
| <b>Order Date:</b>    | 4/5/2024                                                      |
| <b>Valid Until:</b>   | 6/4/2024                                                      |
| <b>Sales Person:</b>  | David MacGregor                                               |
| <b>Customer ID:</b>   | C004373                                                       |
| <b>Reference:</b>     |                                                               |
| <b>Payment Terms:</b> |                                                               |
| <b>For:</b>           | Allen, John                                                   |
| <b>Contract:</b>      | FL Sheriff's Association No.<br>FSA23-EQU21.0 Heavy<br>Equip. |

| NO. | ITEM                                                         | QTY. | PRICE     | AMOUNT    |
|-----|--------------------------------------------------------------|------|-----------|-----------|
| 1   | 810-4014: FLA Attachment, Broom, 96in with hydraulic angling | 1.00 | 10,500.00 | 10,500.00 |
| 2   | SHIPPING: Shipping and Handling                              | 1.00 | 550.00    | 550.00    |

|                     |           |
|---------------------|-----------|
| <b>Quote Total:</b> | 11,050.00 |
| <b>Tax Total:</b>   | 0.00      |
| <b>Total (USD):</b> | 11,050.00 |





**STAFF REPORT**

Meeting Date: April 16, 2024  
Item #: 9

Contact Name: Milen Womack  
Contact Number: Ext. 6013

Department Director: Stephen Krug  
City Manager: Robert Frank

**Subject: Approval of Purchase Agreement for Right-of-Way Acquisition. (Public Works Director Krug)**

**Background Summary:**

In accordance with the Ocoee Downtown Master Plan, the City of Ocoee has committed to making roadway improvements to Taylor Street and Kissimmee Ave. In order to construct the roadway improvements necessary on Kissimmee Ave, the City needs additional right-of-way along the corridor. Specifically, the City needed an additional 28.50 feet of right-of-way along the property at 121 S Kissimmee Ave owned by Legacy Ocoee, LLC. The total land area for the right-of-way acquisition amounts to 7714 sq. ft. or 0.18 acres. City Staff with Special Counsel, Doty Solik Law, has negotiated just compensation for the right-of-way acquisition in the amount of \$108,000.00. City Staff recommends the City Commission to approve and sign the purchase agreement with Legacy Ocoee, LLC as negotiated. The right-of-way acquisition is adequately funded in the Taylor/Kissimmee Roadway Improvements budget.

**Issue:**

Should the Honorable Mayor and City Commissioners approve and sign the Purchase Agreement with Legacy Ocoee LLC for right-of-way acquisition, in the amount of \$108,000.00?

**Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners approve and sign the Purchase Agreement with Legacy Ocoee LLC for right-of-way acquisition, in the amount of \$108,000.00 and for the Mayor, City Attorney, and Staff to execute the agreement on behalf of the City.

**Attachments:**

1. Purchase Agreement - 121 S Kissimmee Ave

**Financial Impacts:**

The cost of the right-of-way acquisition is adequately funded from the Taylor/Kissimmee project budget: Job P000269 Taylor/Kissimmee - Ohio to Franklin.

**Type of Item:** Consent

## **PURCHASE AGREEMENT**

This Purchase Agreement (the "Agreement") is made and entered into this 13 day of march 2024 by and between Legacy Ocoee, LLC, whose address is 7345 West Sand Lake Road, Suite 227, Orlando, FL 32819 (hereinafter referred to as the "Seller"), and the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 (hereinafter referred to as the "City").

### **WITNESSETH:**

**WHEREAS**, the Seller is the owner of fee simple title to certain real property located in Orange County, Florida, as more particularly described in **Exhibit "A"** (the "Property"), and attached hereto and by this reference made a part hereof; and

**WHEREAS**, the City is a Florida municipal corporation which is authorized to exercise condemnation powers pursuant to Chapter 166, Florida Statutes; and

**WHEREAS**, the City is constructing the Kissimmee and Taylor Street Roadway Project (the "Project") and in connection therewith needs to acquire from the Seller title to the Property for the Project; and

**WHEREAS**, the City has advised Seller that if the City and the Seller do not enter into an agreement for the purchase and sale of the Property that the City intends to use its power of eminent domain to condemn its required interest in the Property; and

**WHEREAS**, Seller, under threat of condemnation, has agreed to sell the Property to the City, and the City has agreed to purchase the Property, together with any and all improvements, structures, fixtures and appurtenances thereto on the terms and conditions stated below.

NOW, THEREFORE, in consideration of the promises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **The Purchase – The Property.** Seller, under threat of condemnation, agrees to sell and the City agrees to purchase, for the purchase price and on the terms and conditions herein set forth, the Property, together with all tenements, hereditaments, improvements, structures, fixtures, trees, shrubbery, roads and easements, appertaining thereto and all of the Seller's right, title, and interest therein. The Seller shall convey to the City marketable, fee simple title to the Property by special warranty deed free and clear of all liens, mortgages and encumbrances, except for restrictions, reservations and easements of record, if any. The instrument of conveyance shall transfer all of Seller's interest in and to all improvements, fixtures, easements, trees, shrubbery, rights-of-way, tenements and appurtenances belonging or appertaining to the Property, including without limitation of the foregoing, all right, title and interest of Seller in and to any land lying in the bed of any street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated.

3. **Purchase Price.** The Purchase Price for the Property shall be **ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000.00)** (the "Purchase Price"). The parties hereto acknowledge and agree that the Purchase Price: (a) constitutes full compensation to the Seller for the value of the Property and the resultant damage, if any, to the remainder of the lands adjacent thereto owned by the Seller; (b) includes full

compensation to the Seller for all trees, shrubbery and other improvements on the Property, all of which may be removed by the City in connection with the Project; and (c) includes compensation and reimbursement to the Seller for all costs and expenses incurred or to be incurred incident to this Agreement and the closing hereof, including but not limited to attorneys' fees and appraisal fees.

4. **Closing Costs; Tax Proration.** The City shall pay all closing costs associated with this Agreement, including all recording fees and documentary stamp taxes relating to or resulting from the transfer of title to the City of the Property. Real property taxes in connection with the conveyance of the Property shall be prorated as of the day of the acceptance of the conveyance by the City and the prorated amount shall be paid by the Seller and shall be escrowed in accordance with the provisions of Section 196.295, Florida Statutes.

5. **Not Used.**

6. **Closing.** Closing of title for the Property shall take place at the offices of Richard S. Geller, City Attorney, Fishback Dominick, 1947 Lee Road, Winter Park, Florida 32789 on or before June 28, 2024. The City's legal counsel shall be responsible for the preparation of all closing documents, at the City's expense.

7. **Additional Documentation.** In connection with the conveyance of the Property the Seller shall execute such closing documents as may reasonably be required by the City, including but not limited to a standard form no-lien affidavit, a non-foreign certification, and a closing statement.

8. **Use of Property Prior to Closing.** From the date hereof through the date of acquisition of the Property, the City through its consultants, contractors and



employees, will be and are hereby authorized to enter upon the Property for the purposes of having scientific investigation, surveying and the taking of soil borings in connection with the Project. Any boring holes made by the City shall be promptly filled and packed to the surrounding earth level by the City.

9. **Further Documentation.** The parties agree that at anytime following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby. The provisions of this paragraph shall survive the closing.

10. **Specific Performance.** Both the City and the Seller shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

11. **Time of Essence.** Time is of the essence for this Agreement and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto.

12. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

13. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

14. **Disclosure of Beneficial Interest.** Contemporaneous with the execution of this Agreement, Seller shall deliver to the City a public disclosure of its beneficial ownership which shall comply with the requirements set forth in Section 286.23, Florida Statutes. This Agreement constitutes a written notice from the City to Seller requesting the foregoing disclosure and informing Seller that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

15. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors, heirs and assigns.

16. **Negotiated Price to be Without Prejudice.** The purchase price specified herein was negotiated by the parties on the basis of a total price for the Property and shall be without prejudice to any party, and inadmissible in any condemnation proceedings which might hereinafter be brought if this transaction is not closed for any reason whatsoever.

17. **Time for Acceptance.** The Seller is irrevocably executing this Agreement prior to approval by the City; provided, however, that in the event the City does not approve and execute this Agreement on or before May 7, 2024, then the Seller's execution hereof shall be automatically terminated and the City shall immediately return to the Seller the executed originals hereof.

18. **Effective Date.** The Effective Date of this Agreement shall be the date that it is executed by the City and such date shall be inserted on the front page of this Agreement.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, to become effective as of the date and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

LEGACY OCOEE, LLC

By: \_\_\_\_\_

Print Name: Marcus V Abreu

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**CITY:**

**CITY OF OCOEE**, a Florida municipal  
corporation

By: \_\_\_\_\_

Rusty Johnson  
Mayor

Attest: \_\_\_\_\_

Melanie Sibbitt  
City Clerk

[AFFIX SEAL]

Executed on: \_\_\_\_\_, 2024

For use and reliance only by the City of  
Ocoee, Florida. Approved as to form and  
legality this \_\_\_\_ day of \_\_\_\_\_  
2024.

**APPROVED BY THE OCOEE CITY  
COMMISSION AT A MEETING  
HELD ON \_\_\_\_\_,  
2024 UNDER AGENDA ITEM NO.  
\_\_\_\_\_.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Attorney

## Sketch and Description:

Exhibit "A"

### Legal Description:

THIS IS NOT A SURVEY

A PORTION OF LAND LYING IN SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

THE EAST 28.50 FEET OF THE FOLLOWING:

- CHAIN 1: BEGINNING AT CENTER OF THE CROSSING OF MACKAY ST. AND FLA. MIDLAND RY. IN OCOEE, FLA., RUN SOUTH IN CENTER OF MAIN TRACK 230 FT. THENCE WEST 30 FT. FOR BEGINNING POINT, RUN THENCE WEST 166 FEET, THENCE SOUTH APPROX. MORE OR LESS 220 FT. TO FLORAL ST., THENCE EAST 166 FEET, THENCE NORTH 220 FT. TO POINT OF BEGINNING. ALL OF SAID LAND BEING IN THE SW 1/4 OF SE 1/4 OF SECTION 18; TOWNSHIP 22 SOUTH, RANGE 28 EAST.
- CHAIN 2: BEGIN IN THE CENTER OF THE MAIN TRACK OF THE FLORIDA MIDLAND RAILROAD AT THE CENTER OF THE MCKAY STREET CROSSING AS SAID STREET IS SHOWN ON THE MAP OR PLAT OF THE TOWN OF OCOEE, FLORIDA, NOW OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE ORANGE COUNTY, FLORIDA, RUN SOUTH ONE-HUNDRED EIGHTY (180) FEET; THENCE WEST THIRTY (30) FEET FOR A BEGINNING POINT; RUN THENCE WEST ONE HUNDRED (100) FEET; THENCE SOUTH FIFTY (50) FEET; THENCE EAST ONE HUNDRED (100) FEET; THENCE NORTH FIFTY (50) FEET TO PLACE OF BEGINNING. THE SAID DESCRIBED LOT OF LAND BEING IN THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION EIGHTEEN (18) IN TOWNSHIP TWENTY TWO (22) SOUTH OF RANGE TWENTY EIGHT (28) EAST.
- CHAIN 3: BEGINNING AT CENTER OF CROSSING OF MACKAY STREET AND ATLANTIC COAST LINE RAILROAD IN OCOEE, FLORIDA: RUN SOUTH IN CENTER OF MAIN TRACK, 180 FT.: THENCE WEST 130 FT. FOR BEGINNING POINT; THENCE RUN SOUTH 50 FEET; THENCE WEST 66 FEET; THENCE NORTH 75 FEET; THENCE EAST 16 FEET; THENCE SOUTH 25 FEET; THENCE RUN EAST 50 FEET, TO POINT OF BEGINNING: ALL OF SAID LANDS BEING IN THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 22, SOUTH RANGE 28 EAST.
- CHAIN 4: BEGINNING AT CENTER OF CROSSING OF MACKAY STREET AND ATLANTIC COAST LINE RAILROAD IN OCOEE, FLORIDA RUN SOUTH IN MIDDLE OF TRACK 450 FEET, THEN WEST 196 FEET TO S.W. CORNER OF CERTI-FINE FRUIT COMPANY TO POINT OF BEGINNING: THEN RUN NORTH 295 FEET, THEN WEST 21.3 FEET, THEN SOUTH 295 FEET, THEN EAST 21.3 FEET TO POINT OF BEGINNING; THE ABOVE LESS ANY PART OF RAILROAD SIDING RIGHT OF WAY, IF, AND WHEREVER IN CONFLICT. ALL OF SAID LANDS BEING IN THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 22, SOUTH RANGE 28 EAST.
- CHAIN 5: BEGINNING AT THE CENTER OF THE CROSSING OF MACKAY STREET AND THE ATLANTIC COAST LINE R.R. IN OCOEE, FLORIDA, RUN SOUTH IN THE MIDDLE OF THE TRACK 450 FT., THEN WEST 217.3 FT. TO THE S.W. CORNER OF CERTI-FINE FRUIT CO., TO THE POINT OF BEGINNING; NOW RUN NO. 295 FT., LESS R.R. SIDING RIGHT OF WAY, IF WHEN AND WHEREVER IN CONFLICT IN THIS WHOLE DESCRIPTION; NOW RUN WEST 135 FT., THEN SO. 295 FT., AND THEN E. 135 FT. TO POINT OF BEGINNING. ALL OF SAID LANDS BEING IN THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TWN. 22, SO. RANGE 28 EAST.

LESS AND EXCEPT THAT PORTION DEEDED IN OFFICIAL RECORDS BOOK 1887, PAGE 425 DESCRIBED AS FOLLOWS: BEGIN AT CENTER OF CROSSING OF A.C.L. RAILROAD AND MACKAY STREET, OCOEE, FLORIDA, RUN SOUTH 30 FEET, THENCE WEST 180 FEET TO POINT OF BEGINNING. RUN SOUTH 125 FEET, THENCE WEST 224.6 FEET (LESS PART OF RAILROAD SIDING RIGHT OF WAY IN CONFLICT HERE) NOW RUN NORTH 125 FEET. NOW RUN EAST 224.6 FEET TO POINT OF BEGINNING ALL BEING IN THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

AND

LESS AND EXCEPT THAT PORTION DEEDED IN OFFICIAL RECORDS BOOK 2419, PAGE 240 DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF THE CROSSING OF MACKAY STREET AND THE ATLANTIC COAST LINE RAILROAD IN OCOEE, FLORIDA, RUN SOUTH IN THE MIDDLE OF THE TRACT 450 FEET; THENCE WEST 207 FEET TO THE POINT OF BEGINNING; NOW RUN NORTH 100 FEET; NOW RUN WEST 145.3 FEET; THENCE SOUTH 100 FEET, THENCE EAST 145.3 FEET TO THE POINT OF BEGINNING; ALL OF SAID LANDS BEING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

CONTAINS 7,714 SQUARE FEET, OR 0.18 ACRE, MORE OR LESS.

|                                       |                                             |                                 |                                    |                          |
|---------------------------------------|---------------------------------------------|---------------------------------|------------------------------------|--------------------------|
| (A) - ACTUAL                          | Δ - DELTA                                   | GOV'T - GOVERNMENT              | PC - POINT OF CURVATURE            | R28E - RANGE 28 EAST     |
| APPROX - APPROXIMATE                  | (D) - DEED                                  | IP - IRON PIPE                  | PCC - POINT OF COMPOUND            | R - RADIUS               |
| AVG - AVERAGE                         | (DE) - DEED EXCEPTION                       | IR - IRON ROD                   | PCP - PERMANENT CONTROL POINT      | RAD - RADIAL             |
| (BB) - BEARING BASIS                  | DEPT - DEPARTMENT                           | IR&C - IRON REBAR & CAP         | PG - PAGE                          | REC - RECOVERED          |
| BLDG - BUILDING                       | D/U - DRAINAGE AND UTILITY                  | L - ARC LENGTH                  | PGS - PAGES                        | REV - REVISION           |
| BM - BENCH MARK                       | ELEV - ELEVATION                            | LB# - LICENSED BUSINESS NUMBER  | PI - POINT OF INTERSECTION         | RP - RADIUS POINT        |
| (C) - CALCULATED                      | EOP - EDGE OF PAVEMENT                      | (U) - MEASURED                  | POB - POINT OF BEGINNING           | R/W - RIGHT-OF-WAY       |
| C - CHORD                             | ESMT - EASEMENT                             | N & D - NAIL AND DISK           | POC - POINT OF COMMENCEMENT        | SEC 18 - SECTION 18      |
| CB - CHORD BEARING                    | FOOT - FLORIDA DEPARTMENT OF TRANSPORTATION | NR - NO SURVEYOR IDENTIFICATION | POL - POINT ON LINE                | SQ - SQUARE              |
| CCR# - CERTIFIED CORNER RECORD NUMBER | FF - FINISH FLOOR                           | NT - NON-TANGENT                | PRC - POINT OF REVERSE CURVATURE   | SQ FT - SQUARE FEET      |
| C/L - CENTERLINE                      | FND - FOUND                                 | OR - OFFICIAL RECORDS           | PRM - PERMANENT REFERENCE MONUMENT | TB - TANGENT BEARING     |
| CM - CONCRETE MONUMENT                | FP&L - FLORIDA POWER AND LIGHT              | ORB - OFFICIAL RECORDS BOOK     | PT - POINT OF TANGENCY             | T22S - TOWNSHIP 22 SOUTH |
| CONC - CONCRETE                       | (G) - GRID (STATE PLANE)                    | (P) - PLAT                      | FEC - FLORIDA EAST COAST RAILWAY   | (TYP) - TYPICAL          |
| COR - CORNER                          |                                             | FS - FLORIDA STATUTE            |                                    | UE - UTILITY EASEMENT    |
|                                       |                                             |                                 |                                    | W/ - WITH                |

### Abbreviation Legend:

### Surveyor's Notes:

- COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE LINE BETWEEN THE TWO STATE PLANE CONTROL POINTS LISTED IN NOTE #6 BELOW AS BEING S 182°05' E.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY SURVEYOR PER CLIENT REQUEST AND BASED ON THE TITLE SEARCH REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION "ASGC SEARCH# 28577-5", EFFECTIVE DATE MAY 10, 2018 AT 8:00 A.M.
- THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.
- STATE PLANE INFORMATION SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990) USING CONTROL POINTS FROM THE THE NGS DATA SHEETS PUBLISHED AT WWW.LABINS.ORG AND ARE AS FOLLOWS:  
a) DESIGNATION 'AK7281', = N 1523095.74 FEET, E 495497.86 FEET  
b) DESIGNATION 'AK7149', = N 1571170.99 FEET, E 479553.12 FEET

### Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on April 7, 2022. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By: \_\_\_\_\_

Randall L. Roberts, PSM  
Professional Surveyor and Mapper  
Florida Registration No. 3144

|                                       |                          |
|---------------------------------------|--------------------------|
| TITLE BLOCK ABBREVIATIONS             |                          |
| Eng. = ENGINEERING                    | L.B. = LICENSED BUSINESS |
| C.O.A. = CERTIFICATE OF AUTHORIZATION | Arch. = ARCHITECTURAL    |
| Landscp. = LANDSCAPE                  | N/A = NOT APPLICABLE     |
| No. = NUMBER                          | P.O. = POST OFFICE       |
|                                       | © = COPYRIGHT            |

NOT VALID WITHOUT  
SHEETS 1 AND 2 OF 2.

|                |                       |
|----------------|-----------------------|
| Date: 4/7/2022 | Job No. O6012.3       |
| Drawn by: JTF  | Scale: N/A            |
|                | File: O6012.3-043.DWG |



A Full Service A & E Firm

500 West Fulton Street  
Sanford, FL 32771  
Ph: 407.322.6841

© 2022

CITY OF OCOEE  
121 S KISSIMMEE AVE  
SECTION 18-TOWNSHIP 22 SOUTH-RANGE 28 EAST  
ORANGE COUNTY, FLORIDA

SKETCH AND DESCRIPTION  
ACQUISITION

Sheet  
1  
1 of 2





## **DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY**

TO: Rusty Johnson, Mayor, City of Ocoee, a Florida municipal corporation

FROM: Legacy Ocoee, LLC, a Delaware limited liability company

SUBJECT: Proposed Sale from Legacy Ocoee, LLC (“Seller”) to City of Ocoee (“Buyer”) of real property described in Exhibit “A” attached hereto (the “Property”)

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties prescribed for perjury: (i) that the Seller is the owner of fee simple title to the Property, (ii) that the Seller's address is 7345 West Sand Lake Road, STE 227, Orlando, FL 32819 (iii) that the undersigned has been authorized by Seller to execute this disclosure on behalf of Seller, and (iv) that the name and address of each person having a legal or beneficial interest in the Property is as follows:

**Name**

Marcus V Abreu

**Address**

7345 W Sand Lake Rd  
Suite 229 Orlando FL 32819

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information between the date hereof and the date of the sale of the Property from Seller to Buyer.

This disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Buyer.

**SIGNATURE AND NOTARY FOR  
DISCLOSURE OF BENEFICIAL INTERESTS**

LEGACY OCOEE, LLC

By: \_\_\_\_\_

Print Name: Marcus V Abreu

STATE OF FLORIDA       )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of March, 2024 by Marcus V Abreu as Manager of Legacy Ocoee, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced DRIVER'S LICENSE as identification.



RENATA M. XAVIER  
Notary Public  
State of Florida  
Comm# HH154100  
Expires 7/15/2025

Renata M. Xavier  
Notary Public

My Commission expires: 07.15.2025



## Sketch and Description:

Exhibit "A"

### Legal Description:

THIS IS NOT A SURVEY

A PORTION OF LAND LYING IN SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

THE EAST 28.50 FEET OF THE FOLLOWING:

- CHAIN 1: BEGINNING AT CENTER OF THE CROSSING OF MACKAY ST. AND FLA. MIDLAND RY. IN OCOEE, FLA., RUN SOUTH IN CENTER OF MAIN TRACK 230 FT. THENCE WEST 30 FT. FOR BEGINNING POINT, RUN THENCE WEST 166 FEET, THENCE SOUTH APPROX. MORE OR LESS 220 FT. TO FLORAL ST., THENCE EAST 166 FEET, THENCE NORTH 220 FT. TO POINT OF BEGINNING. ALL OF SAID LAND BEING IN THE SW 1/4 OF SE 1/4 OF SECTION 18; TOWNSHIP 22 SOUTH, RANGE 28 EAST.
- CHAIN 2: BEGIN IN THE CENTER OF THE MAIN TRACK OF THE FLORIDA MIDLAND RAILROAD AT THE CENTER OF THE MCKAY STREET CROSSING AS SAID STREET IS SHOWN ON THE MAP OR PLAT OF THE TOWN OF OCOEE, FLORIDA, NOW OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE ORANGE COUNTY, FLORIDA, RUN SOUTH ONE-HUNDRED EIGHTY (180) FEET; THENCE WEST THIRTY (30) FEET FOR A BEGINNING POINT; RUN THENCE WEST ONE HUNDRED (100) FEET; THENCE SOUTH FIFTY (50) FEET; THENCE EAST ONE HUNDRED (100) FEET; THENCE NORTH FIFTY (50) FEET TO PLACE OF BEGINNING. THE SAID DESCRIBED LOT OF LAND BEING IN THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION EIGHTEEN (18) IN TOWNSHIP TWENTY TWO (22) SOUTH OF RANGE TWENTY EIGHT (28) EAST.
- CHAIN 3: BEGINNING AT CENTER OF CROSSING OF MACKAY STREET AND ATLANTIC COAST LINE RAILROAD IN OCOEE, FLORIDA: RUN SOUTH IN CENTER OF MAIN TRACK, 180 FT.: THENCE WEST 130 FT. FOR BEGINNING POINT: THENCE RUN SOUTH 50 FEET: THENCE WEST 66 FEET: THENCE NORTH 75 FEET: THENCE EAST 16 FEET: THENCE SOUTH 25 FEET: THENCE RUN EAST 50 FEET, TO POINT OF BEGINNING: ALL OF SAID LANDS BEING IN THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 22, SOUTH RANGE 28 EAST.
- CHAIN 4: BEGINNING AT CENTER OF CROSSING OF MACKAY STREET AND ATLANTIC COAST LINE RAILROAD IN OCOEE, FLORIDA RUN SOUTH IN MIDDLE OF TRACK 450 FEET, THEN WEST 196 FEET TO S.W. CORNER OF CERTI-FINE FRUIT COMPANY TO POINT OF BEGINNING: THEN RUN NORTH 295 FEET, THEN WEST 21.3 FEET, THEN SOUTH 295 FEET, THEN EAST 21.3 FEET TO POINT OF BEGINNING; THE ABOVE LESS ANY PART OF RAILROAD SIDING RIGHT OF WAY, IF, AND WHEREVER IN CONFLICT. ALL OF SAID LANDS BEING IN THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 22, SOUTH RANGE 28 EAST.
- CHAIN 5: BEGINNING AT THE CENTER OF THE CROSSING OF MACKAY STREET AND THE ATLANTIC COAST LINE R.R. IN OCOEE, FLORIDA, RUN SOUTH IN THE MIDDLE OF THE TRACK 450 FT., THEN WEST 217.3 FT. TO THE S.W. CORNER OF CERTI-FINE FRUIT CO., TO THE POINT OF BEGINNING; NOW RUN NO. 295 FT., LESS R.R. SIDING RIGHT OF WAY, IF WHEN AND WHEREVER IN CONFLICT IN THIS WHOLE DESCRIPTION; NOW RUN WEST 135 FT., THEN SO. 295 FT., AND THEN E. 135 FT. TO POINT OF BEGINNING. ALL OF SAID LANDS BEING IN THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TOWN. 22, SO. RANGE 28 EAST.

LESS AND EXCEPT THAT PORTION DEEDED IN OFFICIAL RECORDS BOOK 1887, PAGE 425 DESCRIBED AS FOLLOWS: BEGIN AT CENTER OF CROSSING OF A.C.L. RAILROAD AND MACKAY STREET, OCOEE, FLORIDA, RUN SOUTH 30 FEET, THENCE WEST 180 FEET TO POINT OF BEGINNING. RUN SOUTH 125 FEET, THENCE WEST 224.6 FEET (LESS PART OF RAILROAD SIDING RIGHT OF WAY IN CONFLICT HERE) NOW RUN NORTH 125 FEET. NOW RUN EAST 224.6 FEET TO POINT OF BEGINNING ALL BEING IN THE SW 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

AND  
LESS AND EXCEPT THAT PORTION DEEDED IN OFFICIAL RECORDS BOOK 2419, PAGE 240 DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF THE CROSSING OF MACKAY STREET AND THE ATLANTIC COAST LINE RAILROAD IN OCOEE, FLORIDA, RUN SOUTH IN THE MIDDLE OF THE TRACT 450 FEET; THENCE WEST 207 FEET TO THE POINT OF BEGINNING; NOW RUN NORTH 100 FEET; NOW RUN WEST 145.3 FEET; THENCE SOUTH 100 FEET, THENCE EAST 145.3 FEET TO THE POINT OF BEGINNING; ALL OF SAID LANDS BEING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

CONTAINS 7,714 SQUARE FEET, OR 0.18 ACRE, MORE OR LESS.

|                                       |                                             |                                  |                                    |                          |
|---------------------------------------|---------------------------------------------|----------------------------------|------------------------------------|--------------------------|
| (A) - ACTUAL                          | Δ - DELTA                                   | GOVT - GOVERNMENT                | PC - POINT OF CURVATURE            | R28E - RANGE 28 EAST     |
| APPROX - APPROXIMATE                  | (D) - DEED                                  | IP - IRON PIPE                   | PCC - POINT OF COMPOUND CURVATURE  | R - RADIUS               |
| AVG - AVERAGE                         | (DE) - DEED EXCEPTION                       | IR - IRON ROD                    | PCP - PERMANENT CONTROL POINT      | RAD - RADIAL             |
| (BB) - BEARING BASIS                  | DEPT - DEPARTMENT                           | IR&C - IRON REBAR & CAP          | PGS - PAGES                        | REC - RECOVERED          |
| BLDG - BUILDING                       | D/U - DRAINAGE AND UTILITY                  | L - ARC LENGTH                   | PI - POINT OF INTERSECTION         | REV - REVISION           |
| BM - BENCH MARK                       | ELEV - ELEVATION                            | LB# - LICENSED BUSINESS NUMBER   | POB - POINT OF BEGINNING           | RP - RADIUS POINT        |
| (C) - CALCULATED                      | EOP - EDGE OF PAVEMENT                      | (M) - MEASURED                   | POC - POINT OF COMMENCEMENT        | R/W - RIGHT-OF-WAY       |
| C - CHORD                             | ESMT - EASEMENT                             | N & D - NAIL AND DISK            | POL - POINT ON LINE                | SEC 18 - SECTION 18      |
| CB - CHORD BEARING                    | FOOT - FLORIDA DEPARTMENT OF TRANSPORTATION | NR - NON-RADIAL                  | PRC - POINT OF REVERSE CURVATURE   | SO - SQUARE              |
| CCR# - CERTIFIED CORNER RECORD NUMBER | FF - FINISH FLOOR                           | NSI - NO SURVEYOR IDENTIFICATION | PRM - PERMANENT REFERENCE MONUMENT | SO FT - SQUARE FEET      |
| C/L - CENTERLINE                      | FND - FOUND                                 | NT - NON-TANGENT                 | PT - POINT OF TANGENCY             | TB - TANGENT BEARING     |
| CM - CONCRETE MONUMENT                | FP&L - FLORIDA POWER AND LIGHT              | OR - OFFICIAL RECORDS            | FEC - FLORIDA EAST COAST RAILWAY   | T22S - TOWNSHIP 22 SOUTH |
| CONC - CONCRETE                       | (G) - GRID (STATE PLANE)                    | ORB - OFFICIAL RECORDS BOOK      |                                    | (TYP) - TYPICAL          |
| COR - CORNER                          |                                             | (P) - PLAT                       |                                    | UE - UTILITY EASEMENT    |
|                                       |                                             | PB - PLAT BOOK                   |                                    | W/ - WITH                |
|                                       |                                             | FS - FLORIDA STATUTE             |                                    |                          |

### Abbreviation Legend:

### Surveyor's Notes:

- COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE LINE BETWEEN THE TWO STATE PLANE CONTROL POINTS LISTED IN NOTE #6 BELOW AS BEING S 18°20'56" E.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY SURVEYOR PER CLIENT REQUEST AND BASED ON THE TITLE SEARCH REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION "ASGC SEARCH# 28577-5", EFFECTIVE DATE MAY 10, 2018 AT 8:00 A.M.
- THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.
- STATE PLANE INFORMATION SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990) USING CONTROL POINTS FROM THE THE NGS DATA SHEETS PUBLISHED AT WWW.LABINS.ORG AND ARE AS FOLLOWS:  
a) DESIGNATION "AK7261", = N 1523093.74 FEET, E 495497.66 FEET  
b) DESIGNATION "AK7149", = N 1571170.99 FEET, E 479553.12 FEET

### Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on April 7, 2022. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By: \_\_\_\_\_

Rondall L. Roberts, PSM  
Professional Surveyor and Mapper  
Florida Registration No. 3144

|                                       |                          |
|---------------------------------------|--------------------------|
| Eng. = ENGINEERING                    | L.B. = LICENSED BUSINESS |
| C.O.A. = CERTIFICATE OF AUTHORIZATION | Arch. = ARCHITECTURAL    |
| Landscp. = LANDSCAPE                  | N/A = NOT APPLICABLE     |
| No. = NUMBER                          | P.O. = POST OFFICE       |
|                                       | © = COPYRIGHT            |

NOT VALID WITHOUT  
SHEETS 1 AND 2 OF 2.

|                |                       |
|----------------|-----------------------|
| Date: 4/7/2022 | Job No. O6012.3       |
| Drawn by: JTF  | Scale: N/A            |
|                | File: O6012.3-043.DWG |



A Full Service A & E Firm

500 West Fulton Street  
Sanford, FL 32771  
Ph: 407.322.6841

© 2022

CITY OF OCOEE  
121 S KISSIMMEE AVE  
SECTION 18-TOWNSHIP 22 SOUTH-RANGE 28 EAST  
ORANGE COUNTY, FLORIDA

SKETCH AND DESCRIPTION  
ACQUISITION

Sheet

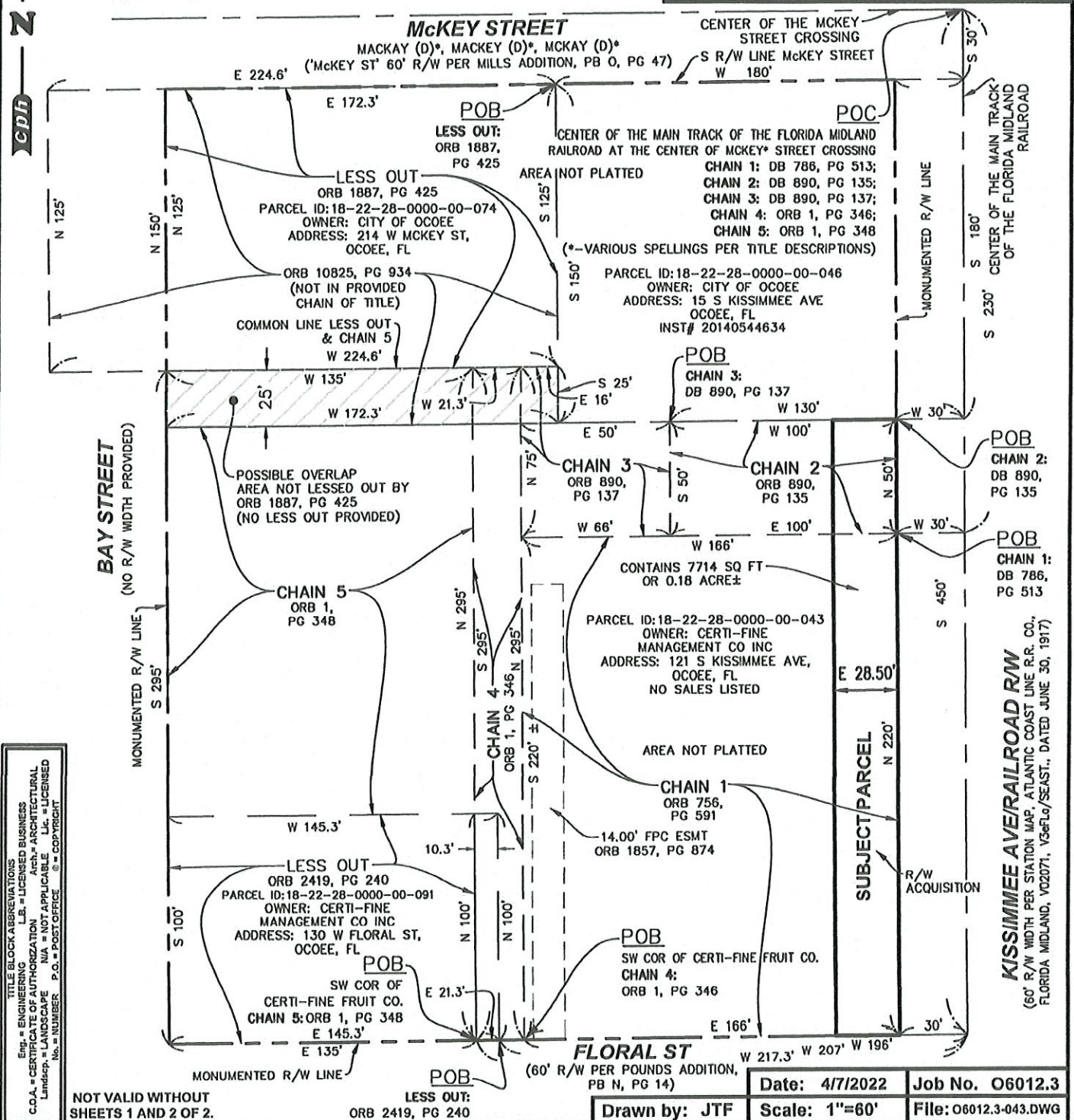
1

1 of 2



THIS IS NOT A SURVEY

Scale: 1" = 60'



**TITLE BLOCK ABBREVIATIONS**

Eng. = ENGINEERING      L.B. = LICENSED BUSINESS  
C.O.A. = CERTIFICATE OF AUTHORIZATION      Arch.<sup>2</sup> = ARCHITECTURAL  
Landscap. = LANDSCAPE      N/A = NOT APPLICABLE      Lic. = LICENSED  
No. = NUMBER      P.O. = POST OFFICE      © = COPYRIGHT

**NOT VALID WITHOUT  
SHEETS 1 AND 2 OF 2.**

LESS OUT:  
ORB 2419, PG 240

Drawn by: JTF

Date: 4/7/2022

Job No. O6012.3

**Scale: 1"=60'**

**File:** 06012.3-043.DWG



**www.cphcorp.com**

**A Full Service A & E Firm**

**500 West Fulton Street  
Sanford, FL 32771  
Ph: 407.322.6841**

© 2022

CITY OF OCOEE

121 S KISSIMMEE AVE  
SECTION 18-TOWNSHIP 22 SOUTH-RANGE 28 EAST  
ORANGE COUNTY, FLORIDA

### SKETCH AND DESCRIPTION ACQUISITION

Sheet

2

2 of 2



**STAFF REPORT**

Meeting Date: April 16, 2024  
Item #: 10

Contact Name: Stephen Krug  
Contact Number: Ext. 6002

Department Director: Stephen Krug  
City Manager: Robert Frank

**Subject: Approval of Term Contract for Motor Fuel - Tank Wagon Deliveries. (Public Works Director Krug)**

**Background Summary:**

The City is a member of the Central Florida Purchasing Cooperative where Orange County is the lead agency in solicitations that can benefit multiple municipalities. The City previously approved utilizing this purchasing power for petroleum products for tank wagon loads delivered to remote sites throughout the City. The contract for providing the bulk transport load deliveries has been rebid and renewed through the same vendor. This change in contracts requires Commission approval per the Purchasing Codes within the fiscal year for which the new contract is utilized. Public Works is requesting Commission approval to utilize the new contract with Palmdale Oil Company, LLC. for as long as the contract remains valid.

Public Works recommends approval to purchase petroleum products from Palmdale Oil Company, LLC. through the Orange County Term Contract No. Y24-103.

**Issue:**

Should the Honorable Mayor and City Commissioners approve the purchase of petroleum products through the existing Orange County Term Contract No. Y24-103 Motor Fuel – Tankwagon Deliveries?

**Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners approve the purchase of petroleum products through the Orange County Term Contract No. Y24-103, Motor Fuel – Tankwagon Deliveries with Palmdale Oil Company, LLC., for as long as the contract remains valid and up to the amounts incorporated into the budget.

**Attachments:**

1. Orange County Contract Y24-103 - Tank Wagon Deliveries

**Financial Impacts:**

The purchase of petroleum products is adequately funded through the fuel, oil and lubricant line items in the budget.

**Type of Item:** Consent





**CONTRACT NO. Y24-103  
MOTOR FUELS – TANK WAGON DELIVERIES**

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

- A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
- B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Fleet Management Division  
4400 S. Vineland Rd.  
Orlando, FL 32811  
Phone 407-836-8210

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.



4. Counterpart (1):  
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y24-103, MOTOR FUELS – TANK WAGON DELIVERIES - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

D. Sub-contracting and Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds)

If the CONTRACTOR wishes to engage in sub-contracting, pursuant to this Acknowledgment, the CONTRACTOR understands that it must first: (1) get written permission from the COUNTY'S Procurement Manager or their designee to enter into such a subcontract; and (2) execute an affidavit stating that the CONTRACTOR took the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms as required by the Federal Government in the solicitation and selection of such subcontractor. **Engaging in sub-contracting, pursuant to this Acknowledgment without complying with both of these requirements is strictly prohibited.**

**Small and minority-owned, women-owned business enterprises, and labor surplus area firms shall not be exempt from complying with the "affirmative steps" outlined in 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) when sub-contracting.**

BY: Palmdale Oil Company LLC (COMPANY NAME)  
Lachlan Cheatham (Authorized Signatory) 11/7/23 (Date)  
Lachlan Cheatham (Name) President (Title)

NOTICES: 911 N. 2nd Street (Address)  
Pt. Pierce, FL 34950 (City, State Zip)  
772 461 2300 (Phone) lach@palmdaleoil.com (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response. Counterpart (2) may be executed by the County Procurement Division to formalize. Acceptance of Bidders Offer and Contract Award.

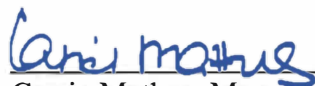
6. Counterpart (2):

Orange County's Acceptance of Bidder's Offer and Contract Award

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y24-103, MOTOR FUELS – TANK WAGON DELIVERIES – Term Contract.**
- B. This contract is effective **APRIL 7, 2024**, and shall remain in effect through **APRIL 6, 2025.**
- C. The estimated contract award for the initial term of the contract is **\$2,255,568.03.**
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed as provided in the Invitation for Bids.
- F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

**ORANGE COUNTY, FLORIDA**

BY:



Carrie Mathes, Manager  
Procurement Division

Carrie Mathes, Procurement Manager

DATE:

3.20.2024

**NOTICES: PROCUREMENT DIVISION  
INTERNAL OPERATIONS CENTRE II  
400 EAST SOUTH STREET, 2<sup>ND</sup> FLOOR  
ORLANDO, FLORIDA 32801  
(407) 836- 5635**

**BID RESPONSE FORM**  
**IFB #Y24-103**

All charges including, but not limited to, drop charges, pump charges, split delivery charges and/or minimum freight charges shall be included in the discount or mark-up from the OPIS price. There are no, and shall not be, provisions for added charges. For bid evaluation purposes the estimated annual usage for Orange County as specified in "Delivery Schedule A" shall be utilized to determine the low bidder, items with no estimated quantity shall be evaluated at a quantity of one (1) gallon.

**CHECK INDICATOR BOX FOR FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON THIS AMOUNT SHALL BE SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE TAFT TERMINAL.**

**ITEM**

| NO. | DESCRIPTION              | TERMINAL      | UNIT PRICE                                                                                                      |
|-----|--------------------------|---------------|-----------------------------------------------------------------------------------------------------------------|
| 1.  | 87 Octane gasoline       | Taft Terminal | \$ <u>.1366</u> per gallon<br><input checked="" type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |
| 2.  | 89 Octane gasoline       | Taft Terminal | \$ <u>.1366</u> per gallon<br><input checked="" type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |
| 3.  | 93 Octane gasoline       | Taft Terminal | \$ <u>.1366</u> per gallon<br><input checked="" type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |
| 4.  | Undyed Diesel fuel       | Taft Terminal | \$ <u>.1566</u> per gallon<br><input checked="" type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |
| 5.  | Dyed Diesel fuel         | Taft Terminal | \$ <u>.1566</u> per gallon<br><input checked="" type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |
| 6.  | E0 Ethanol-free Gasoline | Taft Terminal | \$ <u>.1366</u> per gallon<br><input checked="" type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |

Palmdale Oil Company LLC  
Company Name



Indicate if items are to be delivered:

via common carrier\* \_\_\_\_\_ or Owned/Hired Vehicle ✓

\*If delivery will occur via common carrier, insurance requirements are not applicable. If delivery will occur via owned or hired vehicles, insurance requirements are applicable.

**IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.**

Delivery shall be not later than thirty (30) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net)

**BID RESPONSE FORM - CONTINUED**

**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

Company Name: Palmdale Oil Company LLC

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 59-2358666

D-U-N-S® # 08-180-0427

911 North 2nd Street

(Street No. or P.O. Box Number)

(Street Name)

Fort Pierce

(City)

St Lucie

(County)

Florida

(State)

34950

(Zip Code)

Contact Person:

Lachlan Cheatham

Phone Number:

772 461 2300

Fax Number:

772 595 0843

Email Address:

lach@palmdaleoil.com

**EMERGENCY CONTACT**

Emergency Contact Person: Lachlan Cheatham

Telephone Number: 561 722 0402 Cell Phone Number: 561 722 0402

Residence Telephone Number: \_\_\_\_\_ Email: lach@palmdaleoil.com

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date Nov 3, 2023 Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_



**November 3, 2023**  
**BOARD OF COUNTY COMMISSIONERS**  
**ORANGE COUNTY, FLORIDA**  
**INVITATION FOR BID (IFB) Y24-103; ADDENDUM #1**  
**MOTOR FUEL – TANK WAGON DELIVERIES**

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining and deletions via ~~strikethrough~~.

**A. The Bid Submission Deadline is hereby changed from ~~Tuesday, November 7, 2023~~ to Thursday, November 14, 2023 at 4:00PM.**

**B. Questions and Answers**

1. Question - Please provide bill of ladings for all fuel grades on this solicitation.  
Answer - See Attachment 1 in this Addendum 1.
2. Question - Please provide a current invoice for all fuel grades on this solicitation.  
Answer – See Attachment 1 in this Addendum 1.
3. Question - Please provide tax exemptions / certificates.  
Answer - Tax exempt certification can be provided to the awarded contractor if necessary.
4. Question - Please provide the tabulations for the current contract.  
Answer – See Attachment 2 - Y18-1124, Bid Tabulation in this Addendum 1.
5. Question - Who is the current vendor?  
Answer – The current vendor is Palmdale Oil Company.
6. Question – Can you please provide an estimated contract start date?  
Answer – The new contract may be starting on January 7, 2024.
7. Question - Please provide all bid submission and contract documents from the last awarded bidder.  
Answer – In order to obtain records information a written request must be submitted by email to [procurementrecords@ocfl.net](mailto:procurementrecords@ocfl.net).
8. Question - Will bids be considered responsive if electronic signatures are used? (i.e. DocuSign)  
Answer - Digital signatures are allowable except for forms where the notary requires an original signature.
9. Question - Or are wet signatures required for bids to be considered responsive?  
Answer – Wet signatures are required on forms where the notary requires an original signature.

10. Question - Are there any reporting requirements? If yes, please describe them.  
Answer – All required reporting and contract terms are provided in the solicitation.

11. Question - We prefer to receive payment via ACH/bank draft. Will Orange County's payment only be via ACH/bank draft or by purchasing card only?  
Answer - All invoices will be paid with ACH or checks. No PCards will be used for contracted items.

12. Question - Can you please confirm that the delivery trucks will need to provide a pump for offloading the above ground tanks?  
Answer – Yes, they will need to provide a pump for offloading the above ground tanks.

13. Question - Please provide the goal percentage for the required MBE, WBE and Labor Surplus Area Firms?  
Answer – Refer to paragraph 45 on pages 17 through 19 of the Invitation for Bid (IFB). There is no goal.

If the bidder subcontracts any portion of the work and fails to submit an executed and notarized "Schedule of Subcontracting and Affidavit of Compliance with 2 CFR 200.321 (or 45 C.F. R. 75.330 for Health and Human Services funds) Requirements" may result in the bid being rejected as nonresponsive.

14. Question - Who does your current vendor utilize to fulfill this goal?  
Answer – M/WBE, MBE or WBE goals are not applicable in this invitation for bids.

15. Question - Is Good Faith Effort documentation required to be submitted with the bid?  
Answer - **Orange County is receiving federal funding (refer to page 18). Therefore, Orange County's M/WBE Ordinance do not apply to this solicitation.**

If the bidder subcontract any portion of the work, then the following affirmative steps should be taken for this federal solicitation. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor/Sub-recipient partakes in five "affirmative steps" designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and



5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
16. Question - Does the County consider a common carrier a subcontractor?  
Answer – Common carriers are not considered subcontractors.
17. Question - Can you please confirm that the County is requiring REG87, MID 89 and PRE 93 all to contain 10 % Ethanol?  
Answer – Reg 87 E-10 only.
18. Question - Does the county require REG 87 Conventional and REC90 (non-ethanol products)?  
Answer - REC 90 only for non-Ethanol fuel.
19. Question - Will the above ground tanks require the delivery truck to provide a pump for offloading?  
Answer – Yes, they will need to provide a pump to offload the above ground tanks.
20. Question - Can you please provide estimated annual volumes per delivery site and product?  
Answer – Fleet Management Division - Our Park's about 5,000 gallons of dyed diesel and 5,500 unleaded for the sheriff's location. (This doesn't count for any extra fuel used during hurricane season).  
In 2023 Utilities Department ordered about 19,000 gallons of 87 and about 77,500 gallons of dyed diesel.
- Fire Rescue does not have annual volumes but are providing one week's worth of fuel deliveries in the attached invoice and fuel drops. Please see Attachment 1 in this Addendum 1.
21. Question - Can you please confirm there are no bonds (Bid, Performance or Payment) requirements for this solicitation?  
Answer – No bonds are required on this Invitation for Bids.
22. Question - Are SDS's only required to be submitted upon award or does that need to be submitted with the proposal?  
Answer – Safety Data Sheets (SDS) are only required after award.
23. Question - Are deliveries required to be sourced at the Taft Terminal?  
Answer – No, but pricing is based at the Taft Terminal.
24. Question - Are there any split loads? (Where a truck has to service two locations on a route)?  
Answer – Yes, there could be split loads, though not common.
25. Question - Are there any locations that can be serviced by an 18-wheel truck?  
Answer – No.
26. Question - Does the current vendor utilize any 18-wheel trucks for delivery?  
Answer – No, not in this invitation for bid.

27. Question - Do all locations require bobtail/tank wagon delivery?

Answer – Yes.

28. Question - Has Orange County ever used an alternative pricing method (fixed price) or has Orange County always utilized a floating index such as OPIS?

Answer - Orange County has always used weekly pricing based on OPIS index as it has worked very well for us.

### C. ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- b. All other terms and conditions of the IFB remain the same.
- c. Receipt acknowledge by:

*J. Cheatham*  
Authorized Signature

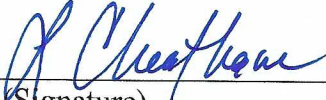
*11/7/23*  
Date

*President*  
Title

*Palmdale Oil Company LLC*  
Name of Firm

## AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

| Name                                                                              | Title         | Telephone Number/Email                  |
|-----------------------------------------------------------------------------------|---------------|-----------------------------------------|
| Lachlan Cheatham                                                                  | President/CEO | 561 722 0402 / lach@palmdaleoil.com     |
| Billy Chavers                                                                     | CEO           | 772 461 2300 / bchavers@palmdaleoil.com |
|  |               | 11/7/23                                 |
| (Signature)                                                                       |               | (Date)                                  |
| President                                                                         |               |                                         |
| (Title)                                                                           |               |                                         |
| Palmdale Oil Company LLC                                                          |               |                                         |
| (Name of Business)                                                                |               |                                         |

The Bidder shall complete and submit the following information with the bid:

### Type of Organization

☐ Sole Proprietorship      ☐ Partnership      ☐ Non-Profit  
☐ Joint Venture\*      ☒ Corporation

State of Incorporation: Florida

Principal Place of Business (Florida Statute Chapter 607): Fort Pierce / St. Lucie / Florida  
City/County/State

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.**

Federal I.D. number is: 59-2358664

\* Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Bid Response





**ORANGE COUNTY FLORIDA  
PROCUREMENT DIVISION**

---

**NOTICE IS HEREBY GIVEN** that Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**INVITATION FOR BIDS #Y24-103, MOTOR FUELS – TANK WAGON DELIVERIES  
TERM CONTRACT**

Copies of the Invitation for Bids (IFB) documents may be obtained from Orange County by download at: <https://secure.procurenow.com/portal/orangecountyfl>

**BID SUBMISSION DUE DATE:**

Sealed Electronic offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, November 7, 2023**, via the electronic procurement portal referenced above.

To maintain a secured sealed process electronic submissions are required to be made through the OpenGov Procurement portal only at: <https://secure.procurenow.com/portal/orangecountyfl>.

Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers. Responses received after the submission deadline and/or transmitted outside of the designated OpenGov Procurement portal shall be rejected.

**NOTICE TO BIDDERS:**

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Melisa Vergara, Contracting Agent at [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net).

**QUESTIONS:**

All questions or concerns regarding this Invitation for Bids shall be submitted by email to [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net), no later than 5:00 PM **Monday, October 16, 2023** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

## TABLE OF CONTENTS

| <b><u>DESCRIPTION</u></b>                                                                                                                  | <b><u>PAGE</u></b> |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>SECTION 1: GENERAL TERMS AND CONDITIONS</b>                                                                                             |                    |
| GENERAL TERMS AND CONDITIONS                                                                                                               | 3-21               |
| <b>SECTION 2: SPECIAL TERMS AND CONDITIONS</b>                                                                                             |                    |
| SPECIAL TERMS AND CONDITIONS                                                                                                               | 22-34              |
| <b>SECTION 3: SPECIFICATIONS/SCOPE OF SERVICES</b>                                                                                         |                    |
| SPECIFICATIONS/SCOPE OF SERVICES                                                                                                           | 35-38              |
| <b>SECTION 4: BID SUBMISSION REQUIREMENTS AND DOCUMENTATION</b>                                                                            |                    |
| - QUALIFICATION OF BIDDERS (BID PACKAGE REQUIREMENTS)                                                                                      |                    |
| - BID RESPONSE FORM                                                                                                                        |                    |
| - EMERGENCY CONTACTS                                                                                                                       |                    |
| - ACKNOWLEDGEMENT OF ADDENDA                                                                                                               |                    |
| - AUTHORIZED SIGNATORIES/NEGOTIATORS                                                                                                       |                    |
| - REFERENCE DOCUMENTATION FORM                                                                                                             |                    |
| - DRUG-FREE WORKPLACE FORM                                                                                                                 |                    |
| - SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2<br>CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) |                    |
| - CONFLICT/NON-CONFLICT OF INTEREST FORM                                                                                                   |                    |
| - E-VERIFICATION CERTIFICATION                                                                                                             |                    |
| - RELATIONSHIP DISCLOSURE FORM                                                                                                             |                    |
| - RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)                                                                          |                    |
| - ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT                                                                                        |                    |
| - EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)                                                                                     |                    |
| - AGENT AUTHORIZATION FORM                                                                                                                 |                    |
| - LEASED EMPLOYEE AFFIDAVIT                                                                                                                |                    |
| - CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS,<br>AND COOPERATIVE AGREEMENTS- APPENDIX A, 44 C.F.R. PART 18              |                    |
| - FEDERAL DEBARMENT CERTIFICATION FORM                                                                                                     |                    |
| - INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY                                                                                    |                    |
| - DRAFT CONTRACT                                                                                                                           |                    |

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and submitted via the electronic submittal portal. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

**Bids submitted by mail, hand-delivery, e-mail, telephone or fax shall not be accepted. Bids submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.**

Bids shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>.

**The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

### 2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the aforementioned electronic portal for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

**3. PRICE/DELIVERY**

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

**Deliveries resulting from this bid are to be performed during the normal working hours of the County.** Time is of the essence and the Contractor’s delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

**4. FEDERAL AND STATE TAX**

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County’s Tax Exemption Number in securing such materials.

**5. ACCEPTANCE/REJECTION/CANCELLATION**

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County’s opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the



Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

**6. BRAND NAME OR EQUALS/DEVIATIONS**

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

**7. NO BID**

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

**8. CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

**9. LEGAL REQUIREMENTS**

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

**10. GOVERNING LAW AND VENUE**

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

**11. JURY WAIVER**

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

**12. ATTORNEYS' FEES AND COSTS**

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

**13. UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

**14. MISTAKES**

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

**15. NON-DISCRIMINATION**

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. Contractor shall adopt and maintain, or provide evidence to the County that Association has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. Contractor agrees that, on written request, the Contractor shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

## **16. BID TABULATION AND RESULTS**

Public Openings are held each Wednesday at 9:30am and Friday at 9:30am. A public opening of responses will be conducted at the next posted Procurement Public Meeting following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting.

Firms will be able to attend the public opening virtually, see the following instructions:

Visit: <https://ocfl.webex.com/ocfl/j.php?MTID=m59bb20319c748f1e60a933cf59c7125b>

Meeting number: 286 177 361

Password: Go2Meeting

Join by phone Option 1: 1-408-792-6300

Access code: 286 177 361

Join by phone Option 2: 1-617-315-0740

Access code: 286 177 361

Join by phone Option 3: 1-602-666-0783

Access code: 286 177 361

The physical meeting location is 400 E. South Street, 2nd Floor, Orlando, Florida 32801

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp> or upon notice of intended action, whichever is sooner.

## **17. BID FORMS**

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

## **18. REFERENCES**

Bidder shall complete the attached Reference Documentation Form. References shall demonstrate that goods or services were satisfactorily delivered. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. DO NOT list principals or officers who shall not be able to answer specific questions regarding the project. Failure of

references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

**BIDDERS ARE ADVISED TO CONFIRM THAT:**

- a. Each reference provided by the Bidder has up to date contact persons and contact information;
- b. The contact person provided for each reference is someone who has personal knowledge of the Bidder's performance for the specific requirement listed;
- c. The contact person for each reference has been contacted by the Bidder regarding this specific bid submittal and such person confirmed their willingness to serve as a reference; and
- d. The contact person for each reference shall have been informed they are being used as a reference and that the County may be contacting them.

**THE COUNTY WILL CONTACT THE REFERENCES PROVIDED AND WILL REJECT ANY AND ALL REFERENCES FOR PROJECTS (CONTRACTS) THAT IT IS UNABLE TO INDEPENDENTLY VERIFY.**

Notwithstanding anything to the contrary herein, without assuming any obligation to do so, the County reserves the right to follow up with - at minimum - the three (3) lowest bidders for supplemental submission of references/similar projects. Any such opportunity to supplement or correct granted to a respondent by the County under this provision shall expire at 11:59pm county local time on the second full county business day after the day on which such respondent received the County's request for supplementation. There will be no additional time or consideration granted by the County thereafter. Bidders found responsible under this "REFERENCES" section may still ultimately be deemed to be not responsible by the County due to other considerations including, but not limited to, other information provided in the Respondent's bid submittal, as well as any history the Respondent may have of negative performance on previous County project(s).

**ULTIMATELY, THE DETERMINATION OF WHETHER A RESPONDENT IS DEEMED RESPONSIBLE SHALL BE AT THE SOLE DISCRETION OF THE COUNTY.**

**19. POSTING OF RECOMMENDED AWARD AND PROTESTS**

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**  
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The County may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**  
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

**20. BID AND RELATED COSTS**

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

**21. CONTRACTUAL AGREEMENT**

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**22. PUBLIC ENTITY CRIME**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a sub-recipient, contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

**23. DRUG-FREE WORKPLACE FORM**

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.



**24. CONFLICT OF INTEREST FORM**

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

**25. ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

**No contract award shall be made unless these forms have been completed and submitted with the bid.** Any questions concerning these forms shall be addressed to the contracting agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

**26. SUBMISSION OF BID**

Bids shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>, prior to the submission deadline. Bids will be opened per the public meeting notice.

**27. COPIES**

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

**28. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

**29. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

**30. PAYMENT TERMS/DISCOUNTS**

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for bid evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

**31. PATENTS AND ROYALTIES**

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**32. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

**33. CLARIFICATIONS**

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must

contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

**34. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. 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; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

**35. SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

**36. NO REPRESENTATIONS**

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

**37. SEVERABILITY**

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary

either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

**38. PRICING/AUDIT**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

**39. EMPLOYEES OF THE CONTRACTOR**

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

**40. TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**41. CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

**Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.**

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

#### **42. VERIFICATION OF EMPLOYMENT STATUS**

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor shall obtain from its subcontractor(s) an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

**Only those employees determined eligible to work within the United States shall be employed under this contract.**

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(5)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

#### **43. CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to



provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

#### **44. FEDERAL REQUIREMENTS**

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and 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"). For a definition of "Construction" see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$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.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of 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).

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, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

This contract is subject to change based on guidance from the Federal funding source.

**45. SUBCONTRACTING AND REQUIRED OUTREACH TO SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS**

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached “*Schedule of Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements*”.

### CAUTION

**If subcontracting any portion of the work, a Bidder's failure to submit an executed and notarized "Schedule of Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements" may result in the bid being rejected as nonresponsive.**

**Bidders who are small and minority-owned, women-owned business enterprises, and labor surplus area firms shall not be exempt from complying with the affirmative steps outlined in 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) when subcontracting.**

- A. Orange County may be receiving federal funding through Federal Emergency Management Agency (FEMA) for the services solicited in the Invitation for Bid (IFB). Accordingly, Orange County's M/WBE ordinance and program do not apply to this solicitation.
- B. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor/Sub-recipient partakes in five "affirmative steps" designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
  - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
  - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- C. In order to adequately document that the bidder has fulfilled this requirement, if Sub-contracting, the bidder shall complete the provided "Schedule of Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements". The affidavit shall be notarized for this bid to be responsive.
- D. The County reserves the right to request the following validation documentation throughout the performance period of the contract:

1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
  2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
  3. Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.
- E. The County reserves the right to monitor the contractor/sub-recipient for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor/sub-recipient to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor/sub-recipient fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).
- F. **Contact Business Development Division at (407) 836-7317, if you additional questions pertaining to this requirement.**

**46. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

- A. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- B. The Sub-recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- C. The Sub-recipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

**47. SCRUTINIZED COMPANIES**

- A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:
1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
  2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
  2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

**48. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

Orange County 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 Orange County to perform the service.
2. Upon request from Orange County’s custodian of public records, provide Orange County 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 this chapter 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 Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County 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 Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**Procurement Public Records Liaison**  
**400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801**  
**[ProcurementRecords@ocfl.net](mailto:ProcurementRecords@ocfl.net), 407-836-5635**

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

## **SPECIAL TERMS AND CONDITIONS**

### **1. LICENSES AND PERMITS**

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

### **2. BID ACCEPTANCE PERIOD**

A bid shall constitute an irrevocable offer for a period of one hundred-twenty (120) days from the bid opening date or until the date of award. In the event that an award is not made by the County within one hundred-twenty (120) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

### **3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By submission of a proposal, Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

### **4. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS**

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

### **5. EVALUATION/AWARD**

Bids will be evaluated on the basis of:

- A. discount/mark-up Fixed price per gallon to the OPIS (Oil Price Information Service) average price.
- B. Check of references.
- C. Compliance with contract terms, conditions and specifications.
- D. Capability Survey – The County reserves the right to perform a complete facilities and capability survey of each bidder prior to award, and utilize the results to determine if the bidder has the capability to successfully perform under this contract. The County also reserves the right to waive this survey for any bidder who has performed in a satisfactory manner under the current and/or a previous Orange County fuel contract.

### **6. POST AWARD MEETING**

Within **ten (10)** days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

**7. BID PRICES**

- A. For petroleum motor fuels, 87, 89 and 93 octane gasoline, ultra-low sulfur diesel fuel, undyed and dyed, bidders shall submit on the Bid Response Form a fixed discount or fixed mark-up price to be subtracted from or added to the OPIS average price(s) per gallon posted for Orlando to arrive at the purchase price per gallon for each fuel type and/or grade listed.

**Note: All grades of gasoline petroleum motor fuels as referenced above are E-10 when sourced from the Taft Terminal.**

The fixed discount/mark-up shall remain firm during the entire contract period and each subsequent twelve (12) month period agreed upon, and shall include, but not be limited to profit, overhead, drop charges, split delivery charges, delivery charges, pump charges, freight charges and all other costs incurred by the vendor, with the exception of fees and taxes, for delivering fuel to those locations listed on Delivery Schedule A, plus any locations that may be added to the contract at a later date, to include other governmental agencies located within Central Florida.

The day's final OPIS prices(s) per gallon posted for Thursday of each week shall be utilized to arrive at the purchase price per gallon of fuel(s) delivered the following Sunday through Saturday. The County receives the Thursday final OPIS Wholesale Rack prices directly from OPIS.

EXAMPLE: OPIS price(s) posted Thursday, August 3, 2023 shall be utilized to arrive at the purchase price per gallon for fuel(s) delivered Sunday, August 5, 2023 through Saturday, August 11, 2023.

In instances where a Thursday is a holiday, i.e. Thanksgiving, the day's final OPIS price(s) posted for the Wednesday preceding that Thursday holiday shall be used.

- B. Contractor shall be responsible for correctly invoicing each agency/entity utilizing this contract. Taxes shall be listed as separate line items on all invoices.

**8. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- A. The contractor agrees to provide Orange County, the State of Florida, the Federal Emergency Management Agency (FEMA) Administrator, 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 FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. **DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS 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.

13. **NO THIRD-PARTY CLAIMS**

Nothing in this agreement, express or implied, shall confer to a third party – or be construed as conferring to a third party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this agreement. Moreover, the Federal Government, the State of Florida (including the Florida Division of Emergency Management), the County, and the employees and/or contractors of each of the foregoing governments, shall be held harmless from liability to any third parties for claims asserted under this agreement.

14. **F.O.B. POINT**

The F.O.B. point will be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County.**

15. **DELIVERY**



**Delivery time is of the essence in the award of this Invitation for Bids.** Delivery shall be no later than **two (2)** calendar days from receipt of delivery order. Bids submitted which fail to meet this requirement shall be cause for rejection.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to furnish and deliver the goods within the time herein specified, Contractor does hereby agree, as part of consideration for the awarding of this contract to pay Orange County the sum extended by the County to contract for rental goods or equipment approved by the Procurement Division for the period from the required scheduled commencement date until delivery of the goods or equipment covered in the Invitation for Bids is completed.

The Contractor shall, within **one (1)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

Should the Contractor be delayed in the delivery of the goods or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other Contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Manager, Procurement Division.

#### **49. FORCE MAJEURE - EMERGENCY RESPONSE CONTRACTS**

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within **one (1) calendar day** after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding **two (2) calendar days** from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. **As the nature of this contract relates to emergency and/or natural disaster response (including, but not limited to, hurricanes), the Contractor is expected, as part of the Contractor's obligations hereunder, to be mobilized and prepared to perform immediately after a natural disaster emergency and/or event. As a result, delays and/or failures in performance on the Contractor's part that are in any way related to natural disaster conditions (ie: fuel shortages, airport closures,**

**lodging shortages, etc.) shall not be considered valid claims of Force Majeure under this section.**

4. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

## **16. TERMINATION**

### **A. Termination for Default:**

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the goods or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

**B. Termination for Convenience:**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

**17. AS SPECIFIED**

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

**18. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Any good delivered under a contract resulting from this bid shall be accompanied by a Safety Data Sheet (SDS). The SDS shall include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

**19. SAFETY REGULATIONS**

Equipment shall meet all State and Federal safety regulations.

## **20. PAYMENT**

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Fleet Management Division  
4400 S. Vineland Rd.  
Orlando, FL 32811  
Phone 407-836-8210

A valid invoice shall include the following:

- Contract number being billed under
- Reference to the Delivery Order/ Purchase Order Number
- Delivery Dates/ Service Dates
- Itemization of Goods Delivered/ Services Rendered
- Itemized charges and unit prices in accordance with the Bid Response Form
- Valid unit numbers
- Contracted part numbers
- Labor rate, # of labor hours, total labor charge...must have two of these 3 requirements.

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

## **21. SAFETY AND PROTECTION OF PROPERTY**

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)

- American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

## **22. INSURANCE REQUIREMENTS**

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

*(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

### **Required Coverage:**

- ☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

### **Required Endorsements:**

- ☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- ☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.



Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- ☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 (one million) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Endorsements:

- ☒ MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980
- ☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 (five hundred thousand) each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- ☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Coverage:

- ☒ Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

**By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.**

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida  
Risk Management Division  
109 E. Church Street, Suite 200  
Orlando, FL 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

<http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf>

**23. CONTRACT TERM/RENEWAL**

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of **one (1) year**. **The contract may be renewed for four (4) additional one (1) year periods**, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and

obligations with respect to that order to the extent as if the order were completed during the contract performance period.

**24. PRICING**

The County requires a firm price for the entire contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

**25. METHOD OF ORDERING**

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form.

**26. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS**

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

**27. REQUIREMENTS CONTRACT**

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

**If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.**

**28. PERSONNEL**

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

- B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.
- D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

**SECTION 3  
SPECIFICATIONS**



## **SPECIFICATIONS**

### **OVERVIEW**

To provide fuel to multiple sites through Orange County.

### **TECHNICAL PROVISIONS**

Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws.

Gasoline, unleaded, antiknock (octane) index minimum 89 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, and volatility class suitable for Florida at time of scheduled use, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws.

Gasoline, unleaded, premium, antiknock (octane) index minimum 93 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws.

Oil, diesel fuel, grade no. 2-D ultra low sulfur fuel (.0015 mass % sulfur, 40 cetane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001.

Oil, diesel fuel, red dye, grade no. 2-D ultra low sulfur fuel (.0015 mass % sulfur, 40 cetane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F- 2.001.

Ethanol, E-10 blend (10 percent ethanol and 90 percent gasoline), shall meet ASTM specification D4806-07 for denatured fuel ethanol for blending with gasolines for use as automotive spark-ignition engine fuel.

Gasoline, E-0 Ethanol-Free (100% gasoline, 0% ethanol) unleaded, antiknock (octane) index minimum 90 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws.

All tank wagon loads of gasoline and/or diesel fuel shall be delivered in metered trucks and a metered delivery ticket shall be issued upon completion of delivery.

### **FUEL DELIVERY FOR DESIGNATED COUNTY VEHICLES**

The Contractor shall have the ability to fuel designated County vehicles where they are located on or off of County property. For this purpose, the Contractor shall provide a Contractor owned fuel management system able to electronically capture, via a bar code affixed to the vehicle by the Contractor, the vehicle ID, fuel type and quantity dispensed and the time and date when the dispensing occurs. All applicable fueling information shall be electronically transmitted to the County on a daily basis.

The Contractor fuel dispensing vehicle shall dispense fuel obtained directly from the terminal and not from a secondary fuel storage site. Fueling locations for the vehicles shall be communicated to the Contractor as applicable to facilitate the fueling activities. At the time of this solicitation,

the current afterhours fuel delivery site for designated County vehicles is 8100 Presidents Dr., Orlando, FL. Addresses for the fueling of designated County vehicles may be added, deleted or changed as necessary.

### **LIST OF PERSONNEL**

Within two (2) days of contract execution it is required by the Contractor to provide a list of personnel by name, title, telephone number and e-mail address, who will be responsible for the Orange County account including ordering and invoicing.

### **INVOICE REQUIREMENTS FOR FLEET MANAGEMENT DIVISION**

- B. All invoices related to Fleet asset assigned vehicles and/or equipment parts and repair shall be billed to Orange County Fleet Management, 4400 Vineland Rd Orlando FL 32811.
- C. Fleet Management shall have its own account with vendor and not combined with other ordering divisions in Fleet Management's account.
- D. Contractor shall provide a monthly statement of Fleet Management's account via email to Michelle Janes, Financial Advisor at [michelle.janes@ocfl.net](mailto:michelle.janes@ocfl.net).
- E. Invoices shall be presented at time of delivery of parts and/or completed repair or within three (3) business days to the individual who placed the order at Fleet Management.
- F. Only contracted items may be invoiced together. Any non-contract items shall be invoiced separately and paid for with a P-card (Visa) at time of order. Contractor responsible for obtaining P-card information at time of order.
- G. Invoices shall include Contract Number, current date, Delivery Order number, valid unit number, contracted pricing, and contracted part number (s) based on the awarded bid lots and listed by each line of lot.
- H. Only one unit repair shall be billed per invoice, if applicable.
- I. Labor charges must be detailed to include the number of hours, the hourly rate, and the total labor charge, or at least two of these three requirements.
- J. Credit memos shall include a copy of the original invoice with it.
- K. A valid invoice shall include the following:
  - Contract number being billed under
  - Reference to the Delivery Order/ Purchase Order Number
  - Delivery Dates/ Service Dates
  - Itemization of Goods Delivered/ Services Rendered
  - Itemized charges and unit prices in accordance with the Bid Response Form
  - Valid unit numbers

- Contracted part numbers
- Labor rate, number of labor hours, total labor charge, shall have two of these three (3) requirements.

**SECTION 4**  
**BID SUBMISSION REQUIREMENTS AND DOCUMENTATION**

**IMPORTANT NOTE:**

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**  
*(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)*

**Bidders are cautioned,** when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

## **QUALIFICATION OF BIDDERS**

### **BID PACKAGE REQUIREMENTS:**

The County reserves the right, before award, to require a bidder to submit evidence of qualifications as the County deems necessary to determine the ability of the Bidder to perform. Acceptable evidence may include but may not be limited to: financial information, past performance, and technical information.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

- ☐ 1. Bid Response Form  
**(Required)**
- ☐ 2. Reference Documentation Form  
**(Required)**  
  
Bidder shall complete the attached Reference Documentation Form. References shall be for clients who contracted with the bidder **for a comparable amount of goods** and shall demonstrate that these were satisfactorily delivered.
- ☐ 3. Acknowledgement of Addenda  
**(Required if Applicable)**
- ☐ 4. Authorized Signatories/Negotiators  
**(Required)**
- ☐ 5. Drug-Free Workplace  
**(Required)**
- ☐ 6. Schedule of Sub-contracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds)  
**(Required if Applicable, form must be Notarized)**
- ☐ 7. Conflict/Non-Conflict of Interest Form  
**(Required)**
- ☐ 8. E-Verification Certification  
**(Required)**
- ☐ 9. Current W9  
**(Required)**



- [ ] 10. Relationship Disclosure Form  
**(Required to be Submitted and Notarized)**
- [ ] 11. Orange County Specific Project Expenditure Report.  
**(Required to be Submitted and Notarized)**
- [ ] 12. Agent Authorization Form  
**(Submit if Applicable)**
- [ ] 13. Leased Employee Affidavit  
**(Submit if Applicable)**
- [ ] 14. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, Appendix A, 44 C.F.R. PART 18  
**(Submit if Applicable)**
- [ ] 15. Federal Debarment Certification Form  
**(Required)**
- [ ] 16. Information for determining Joint Venture Eligibility (if Applicable)  
**(Submit if Applicable)**
- [ ] 17. Contract Y24-103, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.  
**(Required)**

**Failure to submit the above requested information may be cause for rejection of your bid.**

#### **STATEMENT OF NO-BID**

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net), referencing the IFB number, and briefly explain why the decision was made to not participate.

**BID RESPONSE FORM  
IFB #Y24-103**

All charges including, but not limited to, drop charges, pump charges, split delivery charges and/or minimum freight charges shall be included in the discount or mark-up from the OPIS price. There are no, and shall not be, provisions for added charges. For bid evaluation purposes the estimated annual usage for Orange County as specified in "Delivery Schedule A" shall be utilized to determine the low bidder, items with no estimated quantity shall be evaluated at a quantity of one (1) gallon.

**CHECK INDICATOR BOX FOR FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON THIS AMOUNT SHALL BE SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE TAFT TERMINAL.**

**ITEM**

| <b>NO.</b> | <b>DESCRIPTION</b>       | <b>TERMINAL</b> | <b>UNIT PRICE</b>                                                                            |
|------------|--------------------------|-----------------|----------------------------------------------------------------------------------------------|
| 1.         | 87 Octane gasoline       | Taft Terminal   | \$_____ per gallon<br><input type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |
| 2.         | 89 Octane gasoline       | Taft Terminal   | \$_____ per gallon<br><input type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |
| 3.         | 93 Octane gasoline       | Taft Terminal   | \$_____ per gallon<br><input type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |
| 4.         | Undyed Diesel fuel       | Taft Terminal   | \$_____ per gallon<br><input type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |
| 5.         | Dyed Diesel fuel         | Taft Terminal   | \$_____ per gallon<br><input type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |
| 6.         | E0 Ethanol-free Gasoline | Taft Terminal   | \$_____ per gallon<br><input type="checkbox"/> Mark-up or <input type="checkbox"/> Mark-down |

\_\_\_\_\_  
Company Name

Indicate if items are to be delivered:

via common carrier\* \_\_\_\_\_ or Owned/Hired Vehicle \_\_\_\_\_

\*If delivery will occur via common carrier, insurance requirements are not applicable. If delivery will occur via owned or hired vehicles, insurance requirements are applicable.

**IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.**

Delivery shall be not later than thirty (30) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net)

**BID RESPONSE FORM - CONTINUED**  
**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

Company Name: \_\_\_\_\_

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN  
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: \_\_\_\_\_ D-U-N-S® # \_\_\_\_\_

\_\_\_\_\_  
(Street No. or P.O. Box Number) (Street Name) (City)

\_\_\_\_\_  
(County) (State) (Zip Code)

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EMERGENCY CONTACT**

Emergency Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

## AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

| Name | Title | Telephone Number/Email |
|------|-------|------------------------|
|------|-------|------------------------|

---

(Signature)

(Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

### Type of Organization

| Sole Proprietorship                                                                                                        | Partnership                                                                                                | Non-Profit                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <b>Ownership:</b> Owned and operated by a single individual.                                                            | 1. <b>Ownership:</b> Owned and operated by two or more individuals (partners).                             | 1. <b>Ownership:</b> Owned and operated by a group of individuals or organizations for a common purpose.                                               |
| 2. <b>Liability:</b> The owner is personally liable for all debts and obligations of the business.                         | 2. <b>Liability:</b> Partners are personally liable for the business's debts and obligations.              | 2. <b>Liability:</b> The organization is a separate legal entity, and its liabilities are not the personal responsibility of the individuals involved. |
| 3. <b>Capital:</b> Capital is provided by the owner.                                                                       | 3. <b>Capital:</b> Capital is provided by the partners.                                                    | 3. <b>Capital:</b> Capital is provided by donors, volunteers, or the organization's own resources.                                                     |
| 4. <b>Profit:</b> The owner receives all profits.                                                                          | 4. <b>Profit:</b> Profits are shared among the partners.                                                   | 4. <b>Profit:</b> Profits are reinvested in the organization or used for its charitable purposes.                                                      |
| 5. <b>Control:</b> The owner has complete control over the business.                                                       | 5. <b>Control:</b> Control is shared among the partners.                                                   | 5. <b>Control:</b> Control is typically exercised by a board of directors or a governing body.                                                         |
| 6. <b>Flexibility:</b> The business can be started and operated with minimal formalities.                                  | 6. <b>Flexibility:</b> The business can be started and operated with minimal formalities.                  | 6. <b>Flexibility:</b> The business can be started and operated with minimal formalities.                                                              |
| 7. <b>Continuity:</b> The business ceases to exist upon the owner's death or withdrawal.                                   | 7. <b>Continuity:</b> The business can continue to exist even if a partner dies or withdraws.              | 7. <b>Continuity:</b> The business can continue to exist even if an individual donor or volunteer leaves.                                              |
| 8. <b>Example:</b> A sole proprietorship is a common form of business for small businesses, such as a sole proprietorship. | 8. <b>Example:</b> A partnership is a common form of business for small businesses, such as a partnership. | 8. <b>Example:</b> A non-profit is a common form of business for organizations, such as a non-profit.                                                  |

Joint Venture\* Corporation

**State of Incorporation:**

Principal Place of Business (Florida Statute Chapter 607): \_\_\_\_\_  
City/County/State

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.**

Federal I.D. number is:

\* *Joint venture firms must complete and submit with their Bid Response the form titled “Information for Determining Joint Venture Eligibility”, and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties’ respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Bid Response*

## REFERENCE DOCUMENTATION FORM

List at least three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of  
Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of  
Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



3. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of  
Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

4. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of  
Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

5. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of  
Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 Florida Statute 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 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 Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS**  
**(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)**  
**Y24-103 MOTOR FUELS – TANK WAGON TRANSPORT DELIVERIES**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_, am authorized to sign on behalf of, and fully bind,  
(First and Last Name) (Company Title/Position)

\_\_\_\_\_ (the “Prime Contractor”). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm the following:  
(Company Name)

- ✓ Qualified small and minority businesses, and women’s business enterprises were, and will continue to be, placed on all of the Prime Contractor’s solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women’s business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor’s experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women’s business enterprises.
- ✓ The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this bid being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

| <b>Name of Subcontractor</b><br><i>(attach additional pages as necessary)</i> | <b>Address</b> | <b>Type of Work to be Performed</b> | <b>Percent and dollar amount of Contract<br/>Amount to be Subcontracted</b> |
|-------------------------------------------------------------------------------|----------------|-------------------------------------|-----------------------------------------------------------------------------|
|                                                                               |                |                                     |                                                                             |
|                                                                               |                |                                     |                                                                             |
|                                                                               |                |                                     |                                                                             |
|                                                                               |                |                                     |                                                                             |
|                                                                               |                |                                     |                                                                             |
|                                                                               |                |                                     |                                                                             |
|                                                                               |                |                                     |                                                                             |
|                                                                               |                |                                     |                                                                             |

**I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.**

PAGE 1 OF 2

**NOTE: SMALL AND MINORITY-OWNED, WOMEN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS SHALL NOT BE EXEMPT FROM COMPLYING WITH THE AFFIRMATIVE STEPS OUTLINED IN 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) FOR SUB-CONTRACTING.**

**SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS**  
**(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)**

|                                                                                                  |                                                                                                     |                                                                                                       |                                                                                             |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <div style="background-color: yellow; height: 20px; margin-bottom: 5px;"></div> <b>SIGNATURE</b> | <div style="background-color: yellow; height: 20px; margin-bottom: 5px;"></div> <b>PRINTED NAME</b> | <div style="background-color: yellow; height: 20px; margin-bottom: 5px;"></div> <b>OFFICIAL TITLE</b> | <div style="background-color: yellow; height: 20px; margin-bottom: 5px;"></div> <b>DATE</b> |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|

STATE OF FLORIDA                    )  
                                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_ [NAME OF PERSON], as \_\_\_\_\_ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for  
\_\_\_\_\_ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐ Personally Known; OR  
☐ Produced Identification. Type of identification produced: \_\_\_\_\_.  
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)

PAGE 2 OF 2

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### CHECK ONE

☐ To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

## LITIGATION STATEMENT

### CHECK ONE

☐ The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

☐ The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.



## E VERIFICATION CERTIFICATION

Contract No. Y24-103

**NAME OF CONTRACTOR:** \_\_\_\_\_ (referred to herein as  
“Contractor”)

**ADDRESS OF CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

**In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RELATIONSHIP DISCLOSURE FORM  
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY  
IS THE PRINCIPAL OR PRIMARY BIDDER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder:

---

Business Address (Street/P.O. Box, City and Zip Code):

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:  
(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

---

Business Address (Street/P.O. Box, City and Zip Code):

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**Part II**

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_\_ **YES**    \_\_\_\_ **NO**

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

\_\_\_\_ **YES**    \_\_\_\_ **NO**

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_\_ **YES**    \_\_\_\_ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

---

---

---

(Use additional sheets of paper if necessary)

### **Part III**

#### **ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Printed Name and Title of Person completing this form:  
  
\_\_\_\_\_

STATE OF FLORIDA                    )  
                                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [NAME OF PERSON], as \_\_\_\_\_ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]] for \_\_\_\_\_ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐ Personally Known; OR

☐ Produced Identification. Type of identification produced:\_\_\_\_\_.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)

**FREQUENTLY ASKED QUESTIONS (FAQ)**  
**ABOUT THE**  
**RELATIONSHIP DISCLOSURE FORM**  
*Updated 6-28-11*

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

**WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?**

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

*Employee* means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

*Relative* means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

#### **DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

#### **WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?**

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

#### **WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.



## **WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?**

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

## **CONCLUSION:**

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: \_\_\_\_\_  
This is a Subsequent Form: \_\_\_\_\_

### **Part I**

#### **Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):

\_\_\_\_\_

Name and Address of Principal's Authorized Agent, if applicable:

\_\_\_\_\_

**List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_\_ or No \_\_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_\_ or No \_\_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_\_ or No \_\_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_\_ or No \_\_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_\_ or No \_\_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_\_ or No \_\_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_\_ or No \_\_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_\_ or No \_\_\_\_

## **Part II**

### **Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| <b>Date of Expenditure</b> | <b>Name of Party Incurring Expenditure</b> | <b>Description of Activity</b>    | <b>Amount Paid</b> |
|----------------------------|--------------------------------------------|-----------------------------------|--------------------|
|                            |                                            |                                   |                    |
|                            |                                            |                                   |                    |
|                            |                                            |                                   |                    |
|                            |                                            |                                   |                    |
|                            |                                            |                                   |                    |
|                            |                                            |                                   |                    |
|                            |                                            |                                   |                    |
|                            |                                            |                                   |                    |
|                            |                                            |                                   |                    |
|                            |                                            |                                   |                    |
|                            |                                            | <b>TOTAL EXPENDED THIS REPORT</b> | \$                 |

### **Part III**

#### **Original signature and notarization required**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of ☐ Principal or ☐ Principal's Authorized Agent  
(check appropriate box)

Printed Name and Title of Person completing this form:

\_\_\_\_\_

STATE OF FLORIDA                     )  
                                                          ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [NAME OF PERSON], as \_\_\_\_\_ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]] for \_\_\_\_\_ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐ Personally Known; OR

☐ Produced Identification. Type of identification produced: \_\_\_\_\_.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)

**FREQUENTLY ASKED QUESTIONS (FAQ)**  
**ABOUT THE**  
**SPECIFIC PROJECT EXPENDITURE REPORT**  
*Updated 3-1-11*

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

**WHO NEEDS TO FILE THE SPR?**

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

*Expenditure* means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

*Lobbying* means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

*Principal* means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

#### **DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

#### **WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

#### **WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

#### **WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?**

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal’s project or item.



**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

## AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) \_\_\_\_\_, Do hereby authorize (print agent's name), \_\_\_\_\_, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE) \_\_\_\_\_, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

STATE OF FLORIDA                    )  
                                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ [NAME OF PERSON], as \_\_\_\_\_ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]] for \_\_\_\_\_ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐ Personally Known; OR

☐ Produced Identification. Type of identification produced: \_\_\_\_\_.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)

## LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING FOR CONTRACTS,  
GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
APPENDIX A, 44 C.F.R. PART 18**

(To be submitted with each bid or offer exceeding \$100,000)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **“Byrd Anti-Lobbying Amendment.”**

The undersigned [Contractor] 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, \_\_\_\_\_, 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

\_\_\_\_\_  
Date

## FEDERAL DEBARMENT CERTIFICATION FORM

---

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

#### **(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

#### **ATTESTATION**

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

---

Name and Title of Authorized Representative

---

---

Signature

---

Date

## **FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)**

### **Instructions for Certification**

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



## INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

**HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: ( ) NOT APPLICABLE**

1. Name of joint venture: \_\_\_\_\_

2. Address of joint venture: \_\_\_\_\_

3. Phone number of joint venture: \_\_\_\_\_

4. Identify the firms which comprise the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Provide a copy of the formal written and executed Joint Venture agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

\_\_\_\_\_

\_\_\_\_\_

## INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)
- (a) Profit and loss sharing:
- 
- 
- (b) Capital contributions, including equipment:
- 
- 
- (c) Other applicable ownership interests:
- 
9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- (a) Financial decisions: \_\_\_\_\_
- (b) Management decisions, such as:
- (1) Estimating:
- 
- 
- 
- (2) Marketing and sales:
- 
- 
- 
- (3) Hiring and firing of management personnel:
- 
- 
-

## INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

---

---

---

(c) Supervision of field operations:

---

---

---

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

\* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

### **AFFIDAVIT**

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: \_\_\_\_\_ Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_





**CONTRACT NO. Y24-103  
MOTOR FUELS – TANK WAGON DELIVERIES**

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

- A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
- B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Fleet Management Division  
4400 S. Vineland Rd.  
Orlando, FL 32811  
Phone 407-836-8210

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):

Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y24-103, MOTOR FUELS – TANK WAGON DELIVERIES - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

D. Sub-contracting and Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds)

If the CONTRACTOR wishes to engage in sub-contracting, pursuant to this Acknowledgment, the CONTRACTOR understands that it must first: (1) get written permission from the COUNTY'S Procurement Manager or their designee to enter into such a subcontract; and (2) execute an affidavit stating that the CONTRACTOR took the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms as required by the Federal Government in the solicitation and selection of such subcontractor. **Engaging in sub-contracting, pursuant to this Acknowledgment without complying with both of these requirements is strictly prohibited.**

**Small and minority-owned, women-owned business enterprises, and labor surplus area firms shall not be exempt from complying with the "affirmative steps" outlined in 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) when sub-contracting.**

\_\_\_\_\_ (COMPANY NAME)

BY: \_\_\_\_\_ (Authorized Signatory) \_\_\_\_\_ (Date)

\_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

NOTICES: \_\_\_\_\_ (Address)

\_\_\_\_\_ (City, State Zip)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response. Counterpart (2) may be executed by the County Procurement Division to formalize. Acceptance of Bidders Offer and Contract Award.



6. Counterpart (2):

Orange County's Acceptance of Bidder's Offer and Contract Award

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y24-103, MOTOR FUELS – TANK WAGON DELIVERIES – Term Contract**.
- B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE**.
- C. The estimated contract award for the initial term of the contract is  
  
\$ \_\_\_\_\_
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed as provided in the Invitation for Bids.
- F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

**ORANGE COUNTY, FLORIDA**

BY:

\_\_\_\_\_  
Carrie Mathes, Manager  
Procurement Division

DATE:

\_\_\_\_\_

**NOTICES: PROCUREMENT DIVISION  
INTERNAL OPERATIONS CENTRE II  
400 EAST SOUTH STREET, 2<sup>ND</sup> FLOOR  
ORLANDO, FLORIDA 32801  
(407) 836- 5635**

# DELIVERY SCHEDULE A

## Y24-103 MOTOR FUELS - TANK WAGON DELIVERIES

| LOCATION                                      | TANK CAPACITY<br>IN GALLONS | FUEL        | A = Above Ground<br>B = Below Ground |
|-----------------------------------------------|-----------------------------|-------------|--------------------------------------|
| <b>ORANGE COUNTY GOVERNMENT</b>               |                             |             |                                      |
| Estimated Annual Usage, Tank Wagon Deliveries |                             |             |                                      |
| 95,204, 87 Octane, E-10                       |                             |             |                                      |
| 516,195, Dyed ULS Diesel                      |                             |             |                                      |
| 6,000 E-0 Ethanol                             |                             |             |                                      |
| 4760 Sand Lake Rd., Orlando, FL               | 450                         | Dyed Diesel | A                                    |
| 1326 Good Homes Road, Orlando FL              | 550                         | 87 Octane   | A                                    |
| 1326 Good Homes Road                          | 500                         | Dyed Diesel | A                                    |
| 5000 L.B. McLeod Road Orlando, FL             | 500                         | Dyed Diesel | A                                    |
| 12100 Young Pine Road, Orlando FL             | 1,000                       | 87 Octane   | A                                    |
| 12100 Young Pine Road                         | 1,000                       | 87 Octane   | A                                    |
| 5901 Young Pine Road                          | 10,000                      | Dyed Diesel | A                                    |
| 12100 Young Pine Road, Orlando FL             | 12,000                      | Dyed Diesel | A                                    |
| 12100 Young Pine Road, Orlando FL             | 12,000                      | Dyed Diesel | A                                    |
| 6590 Amory Ct., Winter Park, FL               | 7,200                       | Dyed Diesel | B                                    |
| 20 S. Hastings St., Orlando, FL               | 900                         | Dyed Diesel | A                                    |
| 6116 S. Apopka Vineland Rd., Orlando, FL      | 450                         | Dyed Diesel | A                                    |
| 1700 S. Apopka Vineland Rd., Orlando, FL      | 450                         | Dyed Diesel | A                                    |
| 4000 State Road 535, Winter Garden, FL        | 450                         | Dyed Diesel | A                                    |
| 12252 State Road 535, Orlando, FL             | 2,250                       | Dyed Diesel | B                                    |
| 540 E. Oakland Ave., Oakland, FL              | 450                         | Dyed Diesel | A                                    |

## DELIVERY SCHEDULE A

| LOCATION                                  | TANK CAPACITY<br>IN GALLONS | FUEL        | A = Above Ground<br>B = Below Ground |
|-------------------------------------------|-----------------------------|-------------|--------------------------------------|
| 5570 Beggs Rd., Orlando, FL               | 450                         | Dyed Diesel | A                                    |
|                                           |                             |             |                                      |
| 4412 Fairview Dr., Orlando, FL            | 2,250                       | Dyed Diesel | B                                    |
|                                           | 900                         | 87 Octane   | B                                    |
|                                           |                             |             |                                      |
| 5420 Silver Star Rd., Orlando, FL         | 2,250                       | Dyed Diesel | B                                    |
|                                           | 900                         | 87 Octane   | B                                    |
|                                           |                             |             |                                      |
| 1415 29th St., Orlando, FL                | 2,250                       | Dyed Diesel | B                                    |
|                                           | 900                         | 87 Octane   | B                                    |
|                                           |                             |             |                                      |
| 1700 W. Oak Ridge Rd., Orlando, FL        | 450                         | Dyed Diesel | A                                    |
|                                           |                             |             |                                      |
| 4765 W. Sand Lake Rd., Orlando, FL        | 450                         | Dyed Diesel | A                                    |
|                                           |                             |             |                                      |
| 1270 LaQuinta Dr., Orlando, FL            | 500                         | Dyed Diesel | A                                    |
|                                           | 500                         | 87 Octane   | A                                    |
|                                           |                             |             |                                      |
| 6500 Central Florida Parkway, Orlando, FL | 500                         | Dyed Diesel | A                                    |
|                                           | 500                         | 87 Octane   | A                                    |
|                                           |                             |             |                                      |
| 13303 S. International Dr., Orlando, FL   | 450                         | Dyed Diesel | A                                    |
|                                           |                             |             |                                      |
| 2900 Deerfield Blvd., Orlando, FL         | 450                         | Dyed Diesel | A                                    |
|                                           |                             |             |                                      |
| 4999 N. Orion Blvd., Orlando, FL          | 450                         | Dyed Diesel | A                                    |
|                                           |                             |             |                                      |
| 1027 Wallace Rd., Orlando, FL             | 450                         | Dyed Diesel | A                                    |
|                                           |                             |             |                                      |
| 4405 S. Goldenrod Rd., Orlando, FL        | 500                         | Dyed Diesel | A                                    |
|                                           | 500                         | 87 Octane   | A                                    |
|                                           |                             |             |                                      |
| 3705 S. Conway Rd., Orlando, FL           | 2,250                       | Dyed Diesel | B                                    |

## DELIVERY SCHEDULE A

| LOCATION                                  | TANK CAPACITY<br>IN GALLONS | FUEL        | A = Above Ground<br>B = Below Ground |
|-------------------------------------------|-----------------------------|-------------|--------------------------------------|
| 2700 N. Apopka Vineland Rd., Orlando FL   | 450                         | Dyed Diesel | A                                    |
| 1221 N. Ft. Christmas Rd., Orlando, FL    | 450                         | Dyed Diesel | A                                    |
| 11501 Moss Park Rd., Orlando, FL          | 450                         | Dyed Diesel | A                                    |
| 901 S. Econlockhatchee Trail, Orlando, FL | 450                         | Dyed Diesel | A                                    |
| 3202 Babbitt Ave., Orlando, FL            | 450                         | Dyed Diesel | A                                    |
| 9150 Curry Ford Rd., Orlando, FL          | 2,000                       | Dyed Diesel | A                                    |
| 8100 President's Dr., Orlando, FL         | 2,000                       | Dyed Diesel | A                                    |
| 60 Grand Cypress Blvd., Orlando, FL       | 1,000                       | Dyed Diesel | A                                    |
| 8943 Meadow Creek Blvd., Orlando, FL      | 2,000                       | Dyed Diesel | A                                    |
| 5707 Sea Harbor Dr., Orlando, FL          | 4,000                       | Dyed Diesel | A                                    |
| 1400 Water Plant Dr., Orlando, FL         | 6,000                       | Dyed Diesel | A                                    |
| 13421 Landstar Blvd., Orlando, FL         | 4,000                       | Dyed Diesel | A                                    |
| 2552 Lakeville Rd., Apopka, FL            | 6,000                       | Dyed Diesel | A                                    |
|                                           | 6,000                       | Dyed Diesel | A                                    |
| 7490 Conroy Windermere, Orlando, FL       | 500                         | Dyed Diesel | A                                    |
|                                           | 500                         | Dyed Diesel | A                                    |
| 20121 Apopka Vineland Rd., Orlando, FL.   | 4,000                       | Dyed Diesel | A                                    |

## DELIVERY SCHEDULE A

| LOCATION                                                           | TANK CAPACITY<br>IN GALLONS | FUEL        | A = Above Ground<br>B = Below Ground |
|--------------------------------------------------------------------|-----------------------------|-------------|--------------------------------------|
| 9665 Lake Underhill Rd., Orlando, FL                               | 2,000                       | Dyed Diesel | A                                    |
| 6350 Wadsworth Rd., Mt. Dora, FL (Sheriff's Dept Managed by Fleet) | 500                         | 87 Octane   | A                                    |
| 2248 Novella Eliza Ln., Apopka, FL                                 | 450                         | Dyed Diesel | A                                    |
| 7435 Winter Garden Vineland Rd., Winter Garden, FL                 | 450                         | Dyed Diesel | A                                    |
| 1841 Bonneville, Dr., Orlando, FL                                  | 500                         | Dyed Diesel | A                                    |
| 2451 N. Dean Rd., Orlando, FL (Blanchard Park)                     | 60                          | Dyed Diesel | A                                    |
| 3535 Damon Rd., Orlando, FL (Clarcona Park)                        | 120                         | Dyed Diesel | A                                    |
| 400 E. Kelly Park Rd., Apopka, FL (Kelly Park) Two 60 gal. tanks   | 120                         | Dyed Diesel | A                                    |
| 12901 Moss Park Rd., Orlando, FL (Moss Park)                       | 120                         | Dyed Diesel | A                                    |
| 11800 S. Orange Ave., Orlando, FL (SOYSC)                          | 60                          | Dyed Diesel | A                                    |
| 9800 International Dr., Orlando, FL (West Building)                | 5,000                       | Dyed Diesel | A                                    |
|                                                                    | 500                         | Dyed Diesel | A                                    |
|                                                                    | 500                         | Dyed Diesel | A                                    |
|                                                                    | 500                         | Dyed Diesel | A                                    |
|                                                                    | 500                         | Dyed Diesel | A                                    |
|                                                                    | 500                         | Dyed Diesel | A                                    |
|                                                                    | 500                         | Dyed Diesel | A                                    |
|                                                                    | 300                         | Dyed Diesel | A                                    |
|                                                                    | 300                         | Dyed Diesel | A                                    |
|                                                                    | 25                          | Dyed Diesel | A                                    |
|                                                                    | 25                          | Dyed Diesel | A                                    |
|                                                                    | 25                          | Dyed Diesel | A                                    |
|                                                                    |                             |             |                                      |

## DELIVERY SCHEDULE A

| LOCATION                                                       | TANK CAPACITY<br>IN GALLONS | FUEL        | A = Above Ground<br>B = Below Ground |
|----------------------------------------------------------------|-----------------------------|-------------|--------------------------------------|
| 9860 Universal Boulevard, Orlando, FL (North/South Building)   | 10,000                      | Dyed Diesel | A                                    |
|                                                                | 100                         | Dyed Diesel | A                                    |
|                                                                | 100                         | Dyed Diesel | A                                    |
|                                                                | 100                         | Dyed Diesel | A                                    |
|                                                                | 100                         | Dyed Diesel | A                                    |
|                                                                |                             |             |                                      |
|                                                                |                             |             |                                      |
| <b>CITY OF ALTAMONTE SPRINGS</b>                               |                             |             |                                      |
| Estimated Annual Usage, Tank Wagon Deliveries                  |                             |             |                                      |
| 80,000, ULS Diesel                                             |                             |             |                                      |
| 25,000, Dyed ULS Diesel                                        |                             |             |                                      |
| 120,000, 87 Octane                                             |                             |             |                                      |
|                                                                |                             |             |                                      |
| 225 Newburyport Ave. Altamonte Springs, FL (City Hall)         | 5,000                       | Dyed Diesel | A                                    |
|                                                                |                             |             |                                      |
| 950 Calabria Dr.                                               | 4,000                       | Diesel      | A                                    |
| 950 Calabria Dr.                                               | 4,000                       | Dyed Diesel | A                                    |
| 950 Calabria Dr (Main Generator)                               | 5,000                       | Dyed Diesel | A                                    |
| 950 Calabria Dr.                                               | 8,000                       | 87 Octane   | A                                    |
|                                                                |                             |             |                                      |
|                                                                |                             |             |                                      |
| 497 West Dr., Altamonte Springs, FL (Fleet Maintenance)        | 5,000                       | Diesel      | B                                    |
| 497 West Dr. (Fleet Maintenance)                               | 10,000                      | 87 Octane   | B                                    |
| 497 West Dr. (Fleet Maintenance)                               | 5,000                       | Dyed Diesel | B                                    |
| 497 West Dr. (Fleet Maintenance)                               | 400                         | Dyed Diesel | A                                    |
|                                                                |                             |             |                                      |
| 401 E. Central Parkway, Altamonte Springs, FL (Lift Station 1) | 875                         | Dyed Diesel | A                                    |
|                                                                |                             |             |                                      |
| 423 Barclay Ave., Altamonte Springs, FL (Lift Station 8)       | 1,000                       | Dyed Diesel | A                                    |
|                                                                |                             |             |                                      |
| 350 Haines St., Altamonte Springs, FL (Lift Station 23)        | 800                         | Dyed Diesel | A                                    |
|                                                                |                             |             |                                      |
| 602 N. State Road 434, Altamonte Springs, FL (Lift Station 38) | 1,000                       | Dyed Diesel | A                                    |



## DELIVERY SCHEDULE A

| LOCATION                                                           | TANK CAPACITY<br>IN GALLONS | FUEL        | A = Above Ground<br>B = Below Ground |
|--------------------------------------------------------------------|-----------------------------|-------------|--------------------------------------|
| 527 S. State Road 434, Altamonte Springs, FL (Lift Station 40)     | 1,000                       | Dyed Diesel | A                                    |
| 875 Montgomery Rd., Altamonte Springs, FL (Lift Station 51)        | 560                         | Dyed Diesel | A                                    |
| 800 Oakland Rd., Altamonte Springs, FL                             | 3,000                       | Dyed Diesel | A                                    |
| 759 W. State Road 436, Altamonte Springs, FL                       | 650                         | Dyed Diesel | A                                    |
| 1207 McNeil Rd., Altamonte Springs, FL                             | 1,500                       | Dyed Diesel | A                                    |
| 950 Keller Rd., Altamonte Springs, FL (RWRF)                       | 8,000                       | Dyed Diesel | A                                    |
| 950 Keller Rd., Altamonte Springs, FL (LS Collections)             | 500                         | Dyed Diesel | A                                    |
| 830 Magnolia Drive, Altamonte Springs, FL (Eastmonte Park)         | 500                         | Dyed Diesel | A                                    |
| 830 Magnolia Drive (Lift Station 12 Lake Maltbie)                  | 240                         | Dyed Diesel | A                                    |
| 830 Magnolia Drive (Lift Station 12)                               | 1,000                       | Dyed Diesel | A                                    |
| 709 E. Altamonte Dr., Altamonte Springs, FL                        | 250                         | Dyed Diesel | A                                    |
| 370 San Sebastian Prado Altamonte Springs, FL (Water Plant #4 RAF) | 650                         | Dyed Diesel | A                                    |
| 347 Douglas Ave., Altamonte Springs, FL (Cranes Roost Pumping Sta) | 3,000                       | Dyed Diesel | A                                    |
| 364 Douglas Ave. Altamonte Springs, FL (Lift Station 29)           | 775                         | Dyed Diesel | A                                    |
| 624 Bills Lane, Altamonte Springs, FL (Westmonte Park)             | 2,000                       | Dyed Diesel | A                                    |
| 711 E. Altamonte Drive Altamonte Springs, FL (Lift Station 19)     | 250                         | Dyed Diesel | A                                    |
| 744 Florida Boulevard Altamonte Springs, FL (Lift Station 17)      | 240                         | Dyed Diesel | A                                    |
| 1218 Pine Needle Court Altamonte Springs, FL (Lift Station 61)     | 240                         | Dyed Diesel | A                                    |
|                                                                    |                             |             |                                      |
|                                                                    |                             |             |                                      |

## DELIVERY SCHEDULE A

| LOCATION                                         | TANK CAPACITY IN GALLONS | FUEL        | A = Above Ground<br>B = Below Ground |
|--------------------------------------------------|--------------------------|-------------|--------------------------------------|
|                                                  |                          |             |                                      |
| <b>ORLANDO UTILITIES COMMISSION</b>              |                          |             |                                      |
| Estimated Annual Usage, Tank Wagon Deliveries    |                          |             |                                      |
| 60,000, ULS Diesel                               |                          |             |                                      |
| 30,000, Dyed ULS Diesel                          |                          |             |                                      |
| 210,000, 87 Octane                               |                          |             |                                      |
| 95,000 E85                                       |                          |             |                                      |
| 230,000 Bio Diesel B20                           |                          |             |                                      |
|                                                  |                          |             |                                      |
|                                                  |                          |             |                                      |
| 6025 Pershing Avenue Orlando, FL                 | 10,000                   | 87 Octane   | A                                    |
|                                                  | 10,000                   | Diesel      | A                                    |
|                                                  | 10,000                   | E85         | A                                    |
|                                                  |                          |             |                                      |
| 3824 Gardenia Avenue Orlando, FL                 | 10,000                   | 87 Octane   | A                                    |
|                                                  | 10,000                   | Diesel      | A                                    |
|                                                  | 10,000                   | E85         | A                                    |
|                                                  |                          |             |                                      |
| 5200 Holopaw Road                                | 1,000                    | 87 Octane   | A                                    |
|                                                  | 500                      | Diesel      | A                                    |
|                                                  |                          |             |                                      |
| 5100 Alafaya Trail Orlando, FL                   | 10,000                   | 87 Octane   | A                                    |
|                                                  | 20,000                   | Diesel      | A                                    |
|                                                  |                          |             |                                      |
| 2625 S Conway Road Orlando, FL                   | 4,000                    | Dyed Diesel | A                                    |
|                                                  | 1,800                    | Dyed Diesel | A                                    |
|                                                  |                          |             |                                      |
| 1552 Truman Road Orlando, FL (Navy)              | 6,000                    | Dyed Diesel | A                                    |
|                                                  |                          |             |                                      |
| 1030 Highland Avenue Orlando, FL (Lake Highland) | 100                      | Dyed Diesel | A                                    |
|                                                  |                          |             |                                      |
| 5601 Santa Anita Drive Orlando, FL (Pine Hills)  | 6,000                    | Dyed Diesel | A                                    |
|                                                  | 100                      | Dyed Diesel | A                                    |
|                                                  |                          |             |                                      |
| 4070 S Kirkman Road Orlando, FL                  | 400                      | Dyed Diesel | A                                    |
|                                                  |                          |             |                                      |

## DELIVERY SCHEDULE A

| LOCATION                                              | TANK CAPACITY IN GALLONS | FUEL            | A = Above Ground<br>B = Below Ground |
|-------------------------------------------------------|--------------------------|-----------------|--------------------------------------|
| 6755 Manlie Smith Road Orlando, FL (Southwest)        | 6,000                    | Dyed Diesel     | A                                    |
| 502 W Sandlake Road Orlando, FL (Skylake)             | 7,000                    | Dyed Diesel     | A                                    |
| 12386 Lake Nona Gateway Drive Orlando, FL (Southeast) | 6,000                    | Dyed Diesel     | A                                    |
| 12459 Boggy Creek Road Orlando, FL (1 Portable 200kw) | 400                      | Dyed Diesel     | A                                    |
| (4 Portable 250kw)                                    | 500                      | Dyed Diesel     | A                                    |
| 100 W Anderson Street Orlando, FL (Reliable Plaza)    | 1,000                    | Dyed Diesel     | A                                    |
| 6003 Pershing Ave Orlando, FL (Pershing Engineering)  | 2,000                    | Dyed Diesel     | A                                    |
| 6113 Pershing Ave Orlando, FL (Pershing Operations)   | 1,000                    | Dyed Diesel     | A                                    |
| 3800 Gardenia Ave Orlando, FL                         | 1,000                    | Dyed Diesel     | A                                    |
| 110 Andes Ave Orlando, FL (Orlando Operations Center) | 1,000                    | Dyed Diesel     | A                                    |
| <b>CITY OF WINTER PARK</b>                            |                          |                 |                                      |
| Estimated Annual Usage, Tank Wagon Deliveries         |                          |                 |                                      |
| 160,000, 87 Octane E-10                               |                          |                 |                                      |
| 85,000, ULS Diesel                                    |                          |                 |                                      |
| 15,000, ULS Dyed Diesel                               |                          |                 |                                      |
| 1409 Howell Branch Rd, Winter Park, FL 32789          | 10,000                   | 87 Octane       | B                                    |
|                                                       | 10,000                   | ULS Diesel      | B                                    |
| 500 N Virginia Ave, Winter Park, FL 32789             | 10,000                   | 87 Octane       | B                                    |
|                                                       | 10,000                   | ULS Diesel      | B                                    |
| 3400 Aloma Ave, Winter Park, FL 32792                 | 10,000                   | ULS Dyed Diesel | A                                    |
| 1960 Magnolia Ave, Winter Park, FL 32792              | 5,200                    | ULS Dyed        | A                                    |

**DELIVERY SCHEDULE A**

|                                         |                          | Diesel          |                                      |
|-----------------------------------------|--------------------------|-----------------|--------------------------------------|
| LOCATION                                | TANK CAPACITY IN GALLONS | FUEL            | A = Above Ground<br>B = Below Ground |
| 511 W Swoope Ave, Winter Park, FL 32789 | 5,200                    | ULS Dyed Diesel | A                                    |
| 926 Wymore Rd, Winter Park, FL 32789    | 3,000                    | ULS Dyed Diesel | A                                    |
| 2655 Bongart Rd, Winter Park, FL 32792  | 2,000                    | ULS Dyed Diesel | A                                    |



## STAFF REPORT

Meeting Date: April 16, 2024

Item #: 11

Contact Name: Anoch Whitfield

Contact Number: Ext. 1016

Department Director: Michael Rumer

City Manager: Robert Frank

**Subject: Approval of Howard Meadows Large Scale Final Subdivision Plan; Project No. LS-2023-009. (Zoning Manager Whitfield)**

**Background Summary:** Owner/Applicant: Leroy Howard & Winston Moxey

General Location: The property is located at 8708 A. D. Mims Road, in Commission District 4, on the south side of A. D. Mims, beginning approximately 160 feet west of Prairie Lake Boulevard.

Property Size and Parcel ID No.: The property contains approximately 2.25 acres and is assigned parcel ID number 10-22-28-0000-00-133.

Existing Site Conditions: The property is currently vacant. The property was annexed into the City and rezoned from Orange County A-1 to City R-1AA on January 17, 2023 and received Preliminary Subdivision Approval on September 19, 2023. The table below summarizes the existing conditions of the property.

| Current Future Land Use (FLU) Map Designation | Current Zoning | Existing Land Use | Overlays/Unique Features |
|-----------------------------------------------|----------------|-------------------|--------------------------|
| Low Density Residential                       | R-1AA          | Vacant            | N/A                      |

The property is surrounded by the following:

| Direction | Jurisdiction                          | JPA FLUM Designation    | Zoning     | Existing Land Use         |
|-----------|---------------------------------------|-------------------------|------------|---------------------------|
| North     | County (Northwest) & City (Northeast) | Low Density Residential | A-1 & R-1A | Single family residential |
| South     | County                                | Low Density Residential | County A-1 | Single family residential |

|      |        |                         |            |                           |
|------|--------|-------------------------|------------|---------------------------|
| East | County | Low Density Residential | County A-1 | Single family residential |
| West | County | Low Density Residential | County A-1 | Single family residential |

Site Conditions: The table below summarizes the proposed development on the subject property.

| Proposed FLUM Designation | Proposed Zoning          | Proposed Use        | Proposed Development Standards                                                                                                                                                                                      |
|---------------------------|--------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| N/A (Site remains LDR)    | N/A (Site remains R-1AA) | Single family homes | Development of each lot will be reviewed on a lot-by-lot basis under an SFR (Single-Family Residential) New Construction Building Permit for consistency with the R-1AA zoning standards and the City's Arbor Code. |

Based on the applicant's conversation with the Orange County Health Department, the applicant attests that development of the subdivision at four (4) lots per acre satisfies the Statutory requirement of quarter (1/4) acre lots for purposes of septic system separation requirements.

Transportation and Access: The parent tract is accessed by A. D. Mims Road; however, the new lots will be accessed via a new public roadway that will be constructed as part of this subdivision. 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 2022, the operating LOS was C, with a volume over capacity (V/C) ratio of less than 0.5.

Utilities: Water service will be provided by the City; however, sanitary services will be provided via private septic systems.

Stormwater: Stormwater is being provided on site via a private stormwater pond on Tract B.

Schools: With the proposed six (6) dwelling single-family dwelling units, development of the subdivision is considered de minimis per the Interlocal Agreement (ILA) with the Orange County School District.

### **Issue:**

Should the Honorable Mayor and City Commissioners approve the Howard Meadows Final Subdivision Plan for a 6-lot residential subdivision located at 8708 A. D. Mims Road, assigned parcel ID number 10-22-28-0000-00-133?

### **Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners approve the Howard Meadows Final Subdivision Plan for a 6-lot residential subdivision located at 8708 A. D. Mims Road, assigned parcel ID number 10-22-28-0000-00-133.

### **Attachments:**

1. Howard.Meadows\_Location
2. Howard.Meadows\_Aerial
3. Howard.Meadows\_Zoning
4. Howard.Meadows\_FLU
5. Howard Meadows Large Scale Final Subdivision Plan

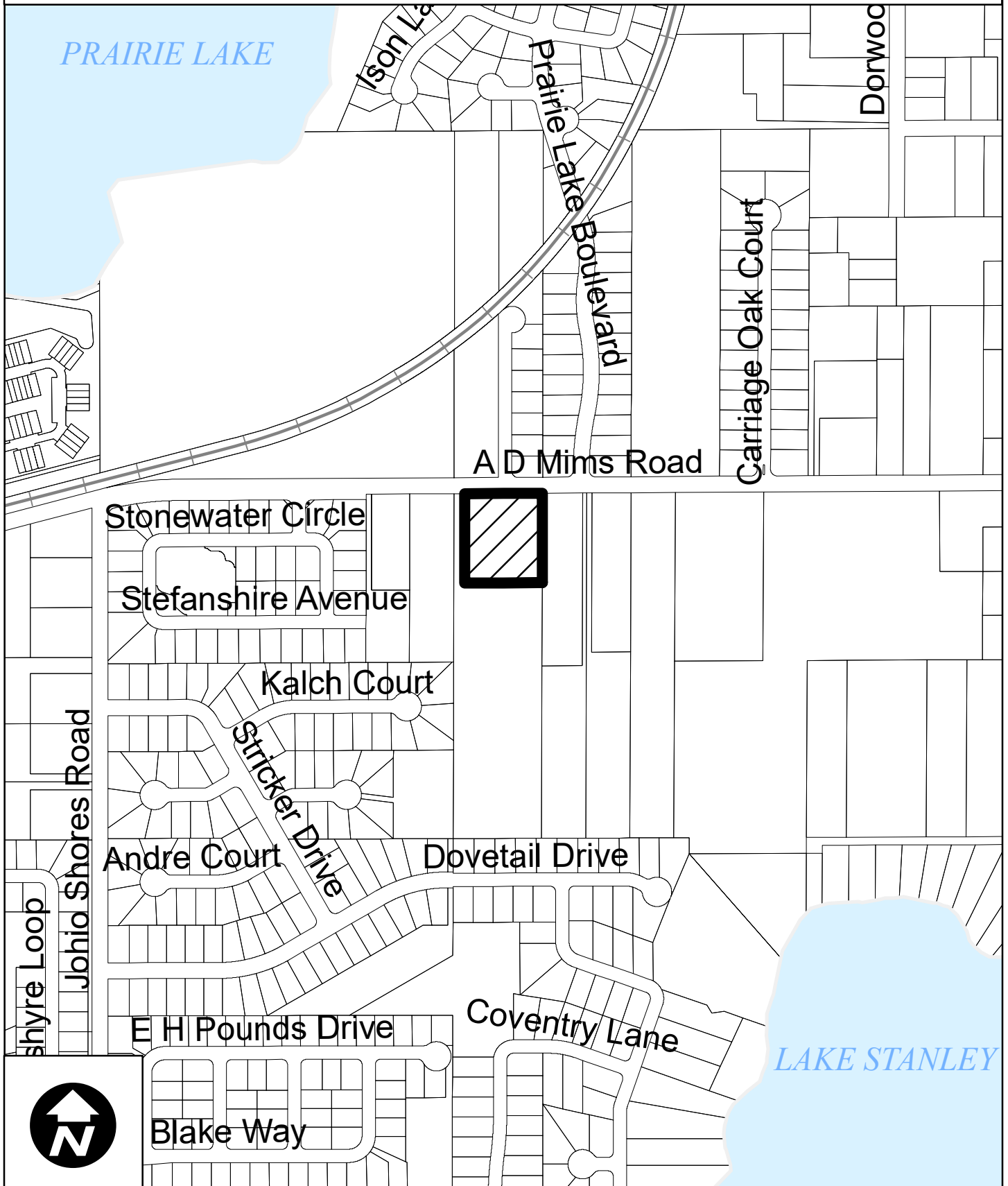


**Financial Impacts:**

N/A

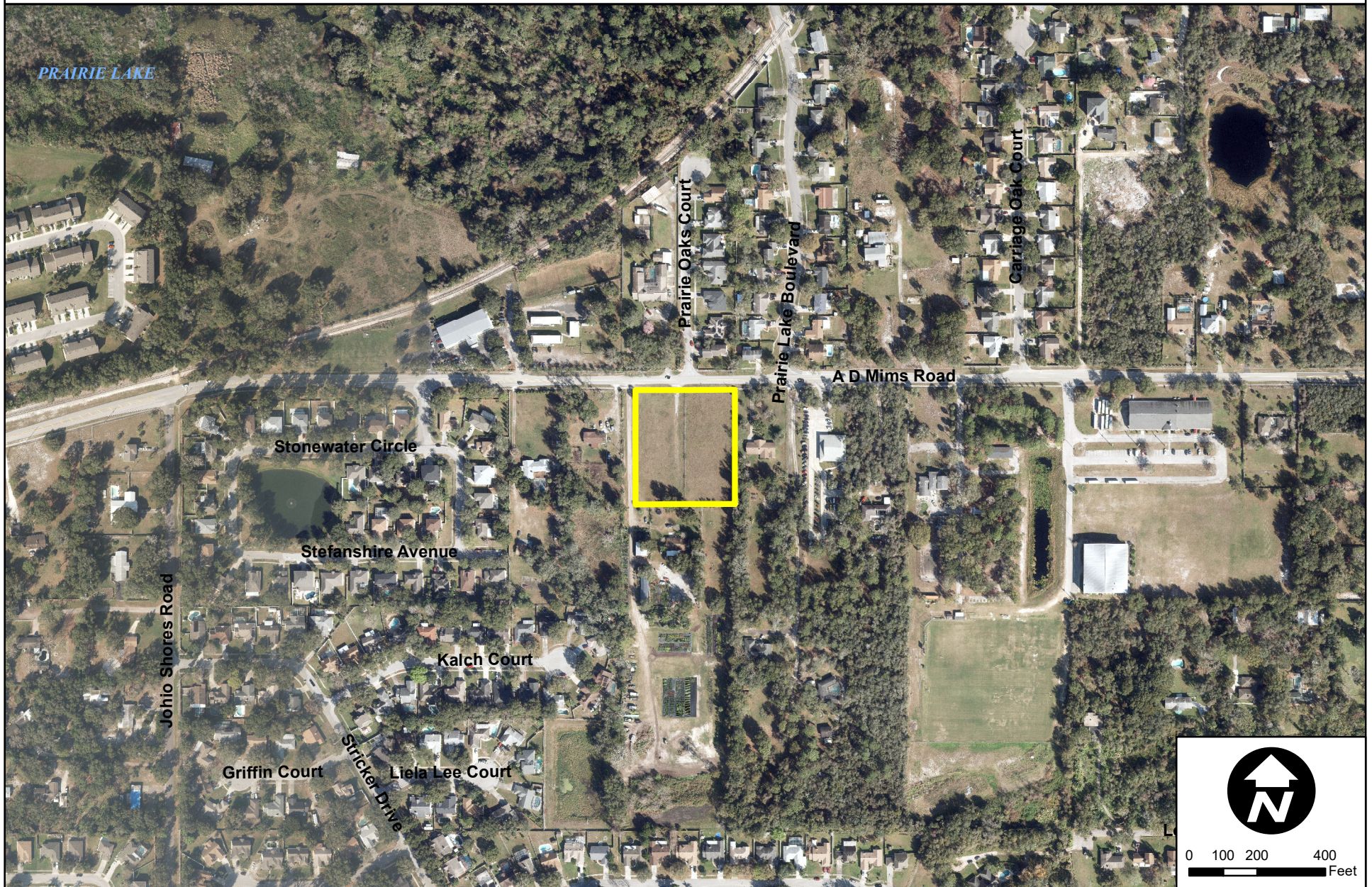
**Type of Item:** Consent

# Howard Meadows - Final Subdivision Plan Location Map





# Howard Meadows - Final Subdivision Plan Aerial Map





# Howard Meadows - Final Subdivision Plan Surrounding Zoning Map



OCOEE  
Florida  
Development Services  
Department

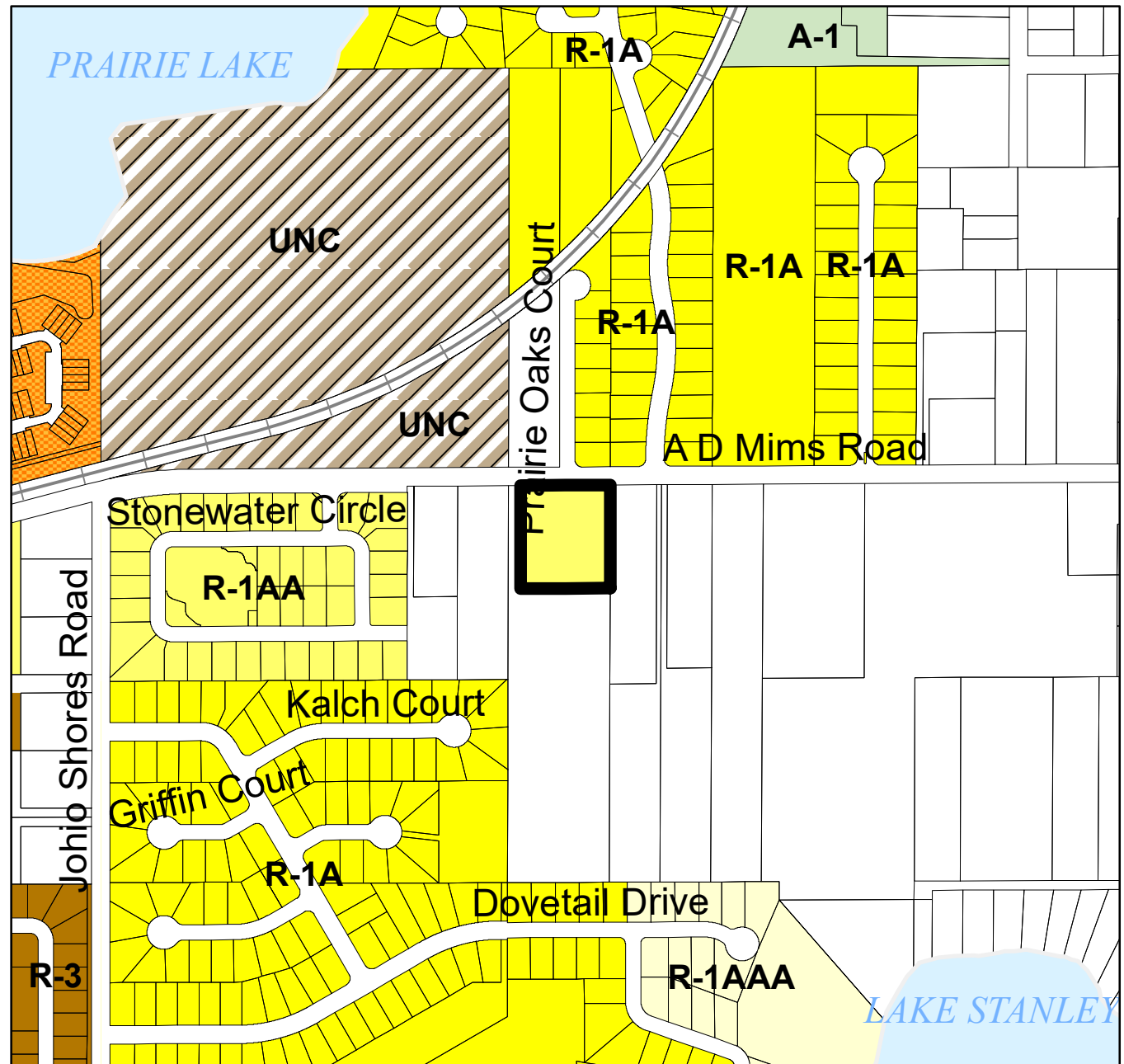
0 125 250 500  
Feet

Created: July 2023

 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



# Howard Meadows - Final Subdivision Plan Surrounding Future Land Use Map



OCOEE  
florida  
Development Services  
Department

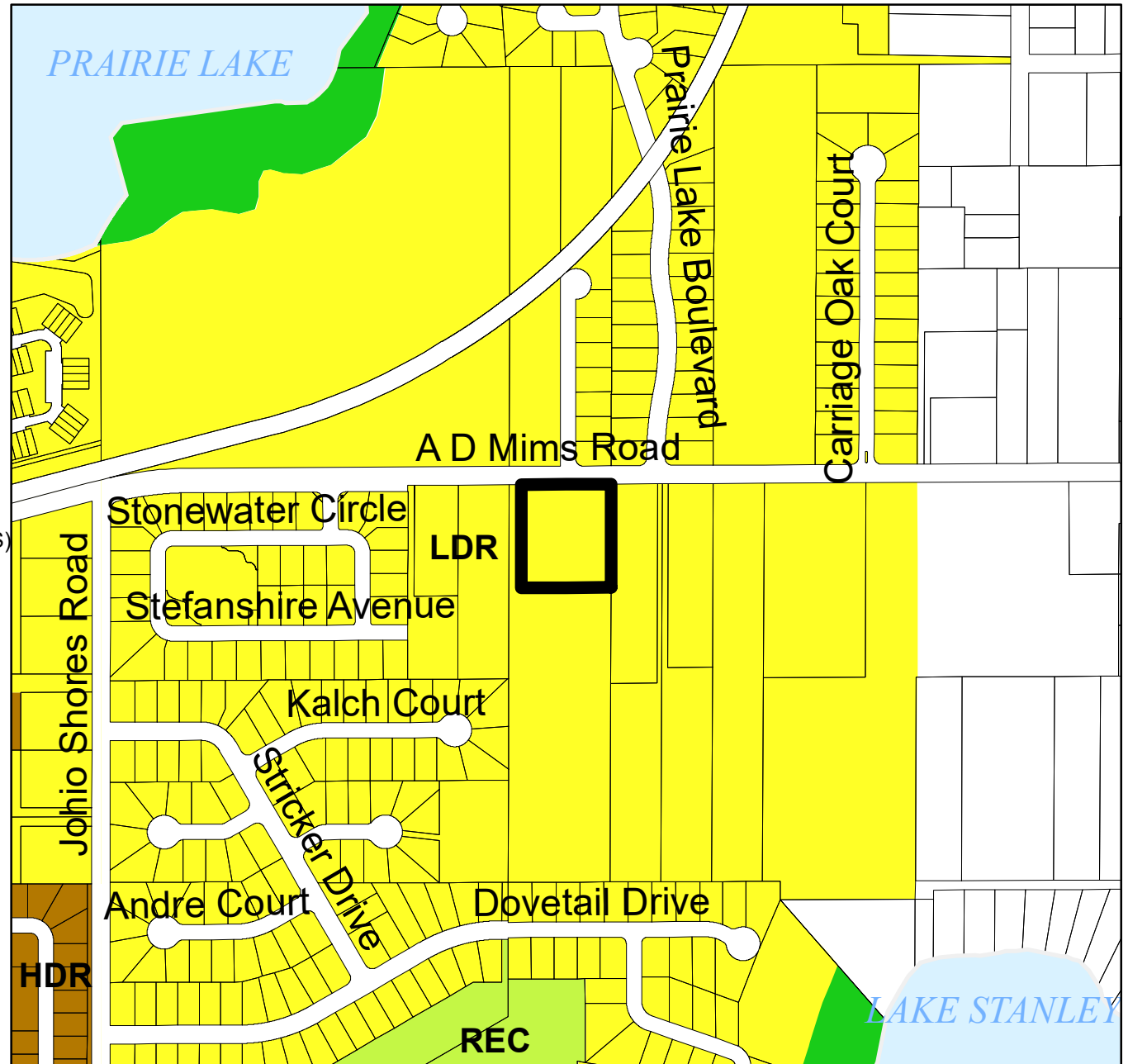
0 125 250 500  
Feet

Created: July 2023

 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)



# LARGE SCALE PRELIMINARY/FINAL SUBDIVISION PLANS HOWARD MEADOWS

## CITY OF OCOEE

### PROJECT CONTACTS

**OWNER:**

WINSTON BOWERBANK MOXEY

1026 HOME GROVE DRIVE  
WINTER GARDEN, FL 34787-6528

BOWERBANK@CFL.RR.COM

**CIVIL ENGINEER/ LANDSCAPE ARCHITECT:**

CYCORG ENGINEERING, INC.

KIM FISCHER

1614 WHITE DOVE DRIVE

WINTER SPRINGS, FL 32708

KIM@CYCORGENGINEERS.COM

PH (407) 405-7819

**SURVEYOR**

ACCURIGHT

TERRANCE RUTTER, JR, PSM 7371

2012 E ROBINSON STREET

ORLANDO, FL 32803

GERI@ACCURIGHTSURVEYS.NET

407-894-6314

### UTILITY CONTACTS

**WATER:**

CITY OF OCOEE

1800 A.D. MIMS RD

OCOEE, FL 34761-4001

407-905-3100

**SEWER**

SEPTIC

**CABLE**

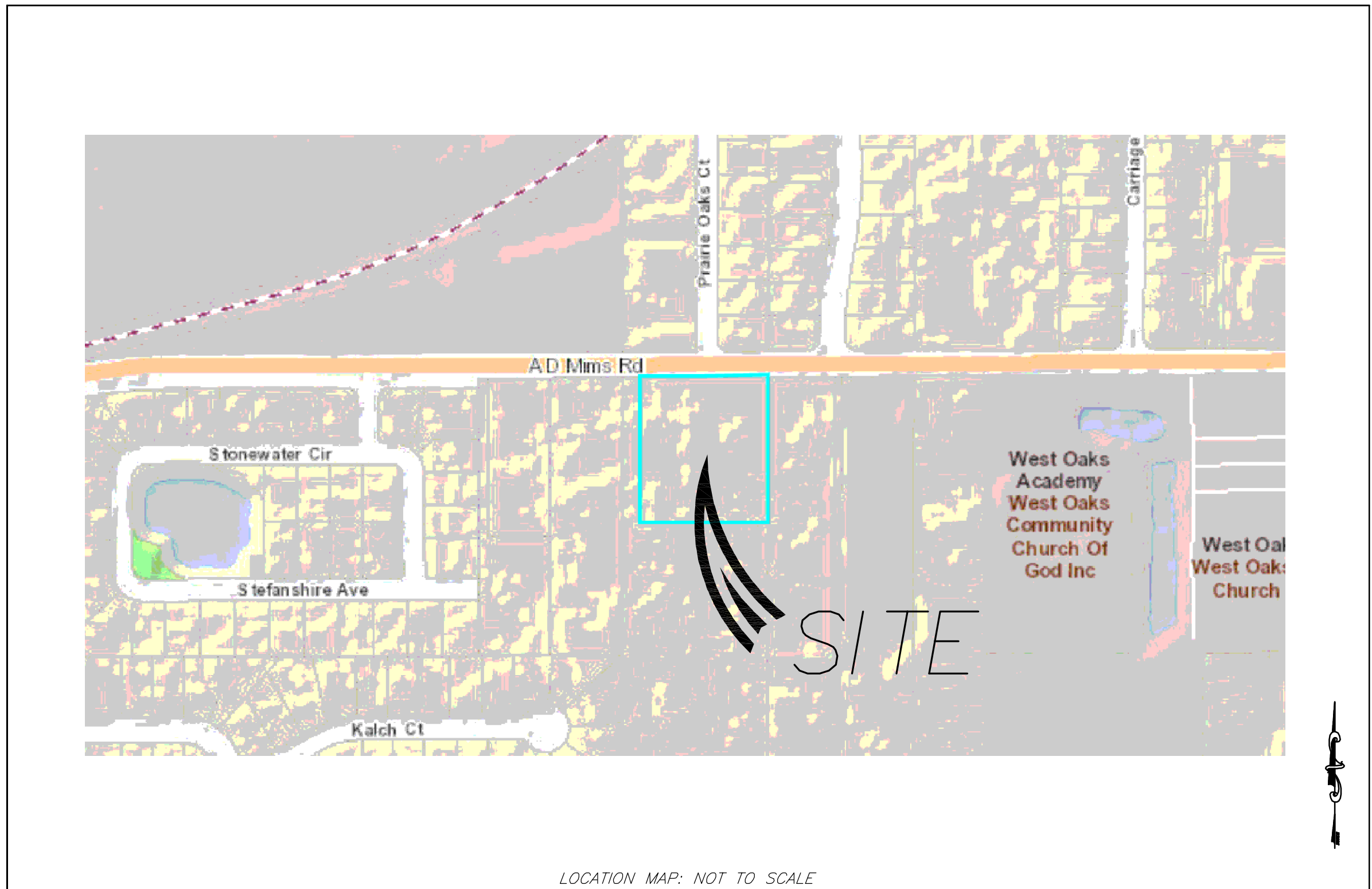
BRIGHT HOUSE NETWORKS

47-532-8509

**ELECTRIC**

DUKE ENERGY

407-905-3321



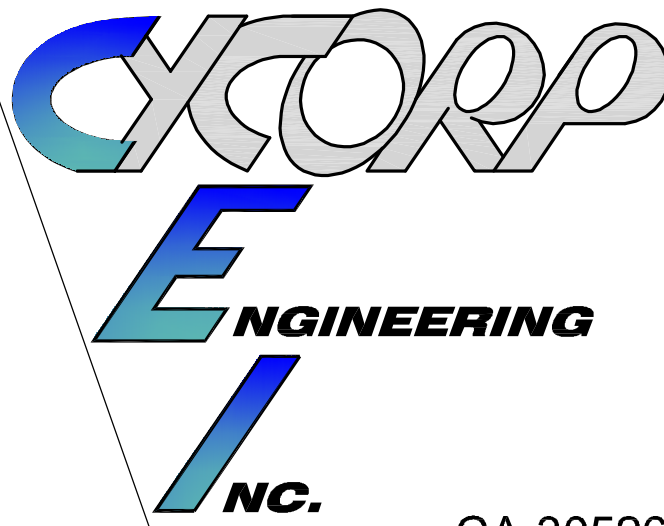
PARCEL 10-22-28-0000-00-133

### SHEET INDEX

- 1 COVER SHEET
- 2 GENERAL NOTES
- 3 SITE PLAN
- 4 PAVING AND GRADING PLAN
- 5 UTILITY PLAN
- 6 PLAN AND PROFILE
- 7 DETAILS
- 8 DETAILS
- 9 DETAILS
- 10 SWPP PLAN
- L1 LANDSCAPE PLAN
- S BOUNDARY TOPO SURVEY

LEGAL DESCRIPTION:  
SEE SURVEY

AUGUST 2023



### CIVIL ENGINEERS LAND PLANNERS

1614 White Dove Drive  
Winter Springs, Florida 32708  
Tel: (407) 405-7819

KIM@CYCORGENGINEERS.COM

HOWARD  
MEADOWS

FSP

CITY OF OCOEE

| REVISIONS        |          |    |
|------------------|----------|----|
| Description      | Date     | By |
| 1. CITY COMMENTS | 10/18/23 | KF |
| 2.               |          |    |
|                  |          |    |
|                  |          |    |
|                  |          |    |
|                  |          |    |
|                  |          |    |
|                  |          |    |
|                  |          |    |
|                  |          |    |

COVER SHEET

Date:  
AUGUST 2023

Scale:  
NTS

THIS ITEM HAS BEEN  
ELECTRONICALLY SIGNED AND SEALED  
BY KIM FISCHER, PE ON THE DATE  
AND/OR TIME STAMP SHOWN USING  
A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SIGNATURE MUST  
BE VERIFIED ON ANY ELECTRON  
COPIES.

kimberley fischer  
Digitally signed by kimberley fischer  
Date: 2024.02.20 14:44:53 -05'00'  
Sheet Number: 1



- 3) ALL CONSTRUCTION SHALL CONFORM TO CITY/COUNTY STANDARDS & SPECIFICATIONS.
- 2) IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR(S) TO INSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- 3) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR(S) TO VERIFY ALL EXISTING TIE-IN LOCATIONS AND ELEVATIONS PRIOR TO COMMENCING ANY CONSTRUCTION AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THESE PLANS AND THE FIELD CONDITIONS.
- 4) LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY.
- 5) THE CONTRACTOR MUST NOTIFY CITY/COUNTY PRIOR TO COMMENCEMENT.
- 6) DIMENSIONS, LOCATIONS, AND ELEVATIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER APPURTENANT FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. PRIOR TO CONSTRUCTION CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND FEATURES THAT COULD AFFECT THE CONTRACTORS CONSTRUCTION.
- 7) PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS FOR FIELD LOCATIONS AND ANY RELOCATIONS OF THE VARIOUS EXISTING UTILITIES WITH THE APPROPRIATE UTILITY OWNERS. ANY DELAY OR INCONVENIENCE CAUSED THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
- 8) ALL SITE WORK AND BUILDING CONTRACTORS AND SUB-CONTRACTORS WORKING ON THIS PROJECT MUST CARRY PART & COMPLETE WORKLIABILITY INSURANCE AND GENERAL LIABILITY INSURANCE WITH A MINIMUM OF \$500,000.00.
- 9) CONTRACTOR IS RESPONSIBLE FOR CALLING "SUNSHINE" AT 1-800-432-4770, AND ALSO FOR CONTACTING ALL UTILITIES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION IN ORDER TO PERMIT FIELD LOCATING OF THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL EXERCISE DILIGENT CAUTION IN AREAS OF BURIED UTILITIES INCLUDING THOSE NOT INCLUDED IN THE "SUNSHINE" PROGRAM.
- 10) ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.
- 11) CONTRACTOR SHALL SUBMIT SHOP DRAWING'S TO ENGINEER OF RECORD FOR APPROVAL FOR ALL MATERIALS SPECIFIED IN THE CIVIL DRAWINGS. FAILURE OF THE CONTRACTOR TO OBTAIN APPROVED SHOP DRAWINGS FROM ENGINEER OF RECORD PRIOR TO PROCUREMENT OF SAME COULD RESULT IN THE REMOVAL AND REPLACEMENT OF SAID ITEMS AT THE CONTRACTORS EXPENSE.
- 12) THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING AT LEAST THREE (3) WORKING DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES, AND SUPPLY THEM WITH SCHEDULE, AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING ENGINEER OF RECORD, OR WITHOUT AGENCY INSPECTOR PRESENT, MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- 13) CHAPTER 77-153 OF THE FL STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS AND DO NOT SHOW SERVICE LINES. SERVICE LINES MUST BE LOCATED BY AN ON-SITE INSPECTION BY THE RESPECTIVE GAS PERSONNEL.
- 14) ALL PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS. ADDITIONAL COSTS ARE INCIDENTAL TO CONSTRUCTION NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
- 15) ALL DISTURBED AREAS WHICH ARE NOT TO BE SODDED, ARE TO BE SEEDED AND MULCHED TO FDOT STANDARDS, AND MAINTAINED UNTIL A SATISFACTORY STAND OF GRASS, ACCEPTABLE TO COUNTY/CITY AND ENGINEER OF RECORD HAVE BEEN OBTAINED. ANY WASHOUTS, REGRAIDING, AND EROSION WORK REQUIRED, WILL BE PERFORMED BY THE CONTRACTOR, UNTIL THE SYSTEM IS APPROVED
- 16) RECLAIMED IRRIGATION PIPING SHALL BE LAVENDER IN COLOR
- 17) THE CONTRACTOR SHALL MAINTAIN A COPY OF SITE PERMITS AND APPROVED PLANS ONSITE.
- 18) CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL LANDSCAPED AREAS DURING CONSTRUCTION UNTIL PROJECT IS COMPLETED AND ACCEPTED BY THE OWNER.
- 19) CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE AND WILL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERGROUND AND ABOVE GROUND STRUCTURES THAT WILL NOT BE UTILIZED WITH THE NEW FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH OWNER & ENGINEER OF RECORD REGARDING ANY DEMOLITION CLARIFICATIONS PRIOR TO DEMOLITION.
- 20) THE MOST STRINGENT STANDARDS BETWEEN THE CITY STANDARDS AND THE STANDARDS SET FORTH IN THESE NOTES (AS DETERMINED BY THE ENGINEER OF RECORD) SHALL BE FOLLOWED.
- 21) AS BUILTS NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF HTE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:
  - a. 1 PDF COPY
  - b. CAD COPY DRAWN IN STATE PLANE COORDINATES
- 21) ALL FINISHED FLOOR ELEVATION WILL EXCEED THE 100-YEAR FLOOD PLAIN BY A MINIMUM OF TWO FEET (2').

- 1) ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT WILL CONFORM TO APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
- 2) ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL COME INTO CONTACT WITH DRINKING WATER WILL CONFORM TO NSF INTERNATIONAL STANDARD 61 AS ADOPTED IN RULE 62-555.335, F.A.C., OR OTHER APPLICABLE STANDARDS, REQUIREMENTS, OR REGULATIONS REFERENCED IN PARAGRAPH 62-555.320(3)(B), F.A.C.
- 3) ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL CONTAIN NO MORE THAN 8.0% LEAD, AND ANY SOLDER OR FLUX USED IN THIS PROJECT WILL CONTAIN NO MORE THAN 0.2 % LEAD.
- 4) ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(2)(1)(B), F.A.C. USING BLUE AS A PREDOMINANT COLOR. (UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE; WILL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPS INCORPORATED INTO OR APPLIED TO THE PIPE WALL. CONCRETE PIPE WITH REINFORCING BARS WILL HAVE BLUE PAINT OR WRAP APPLIED TO THE PIPE WALL. PIPES ORDERED DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPS THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90 DEGREE ANGLES TO EACH OTHER. WHEN THE PIPE IS INSTALLED, THESE STRIPS SHALL BE APPLIED IN AN INTERMITTENT MANNER SUCH THAT THE STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE. WHEN THE PIPE IS INSTALLED, THERE SHALL BE NO GAPS BETWEEN THE STRIPS OF TAPE OR PAINT. THE TAPE OR PAINT FOR THE PIPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.)
- 5) NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE INSTALLED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS OR IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDED PROCEDURES.
- 6) A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT. BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE, AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURER'S RECOMMENDED PROCEDURES) WILL NOT BE USED IN TRENCHES. IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT.
- 7) ALL WATER MAIN TEES, BENDS, PLUGS, AND HYDRANTS INSTALLED UNDER THIS PROJECT WILL BE PROVIDED WITH RESTRAINED JOINTS TO PREVENT MOVEMENT.
- 8) NEW OR ALTERED WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL BE CONSTRUCTED OF POLYVINYL CHLORIDE PIPE WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C603 OR C605, RESPECTIVELY, AS INCORPORATED INTO RULE 62-555.320, F.A.C. AND OTHER TYPES OF WATER MAINS REQUIRED WATER MAINS INSTALLED IN THIS PROJECT WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600 AS INCORPORATED INTO RULE 62-555.330.
- 9) NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. A MINIMUM DISTANCE OF SIX FEET BETWEEN THE OUTSIDE OF ONE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE OR AT LEAST TWELVE INCHES ABOVE THE OTHER PIPELINE IF THE BOTTOM OF THE WATER MAIN WILL BE LAID BELOW THE OTHER PIPELINE) OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED TREATMENT AND DISPOSAL SYSTEM.
- 10) NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE OR AT LEAST 12 INCHES BELOW THE OTHER PIPELINE. AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE THE OTHER PIPELINE.
- 11) AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES WILL BE ARRANGED SO THAT ALL WATER MAIN JOINTS WILL BE AT LEAST SIX FEET FROM ANY OTHER PIPES, STRUCTURES, OR UTILITIES. AND THE JOINTS OF THE WATER MAINS AND THE JOINTS OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. AND AT LEAST SIX FEET FROM ALL JOINTS IN EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

HYDROSTATIC TESTING SHALL BE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS AS SET FORTH IN SECTION 13, AWWA STANDARD C600 FOR DUCTILE IRON PIPE, M23 FOR PVC PIPE, AND ALL LOCAL CODES.

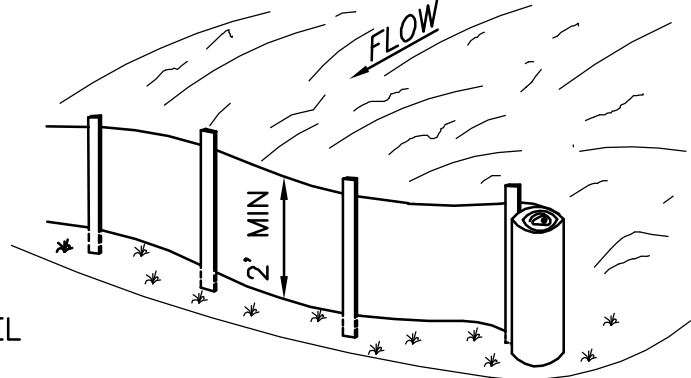
FOLLOWING THE PRESSURE TESTING, THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM. DISINFECTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD C651, "DISINFECTING WATER MAINS", AND ALL APPROPRIATE AGENCY APPROVAL.

DURING ALL PHASES OF CONSTRUCTION THE SITE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL EXERCISE MEASURES TO PREVENT THE EROSION OF SOILS DUE TO THE ACTION OF THE WATER AND WIND. THE CONTRACTS SHALL USE THE FOLLOWING MEASURES TO ACCOMPLISH THIS OBJECTIVE:

1. SET UP ON-SITE PRE-CONSTRUCTION CONFERENCE WITH CITY/COUNTY & ENGINEER OF RECORD.
2. INSTALL SILT FENCE, INLET PROTECTION, SEDIMENT TRAPS, DIVERSION DITCHES, TREE PROTECTION, AND OTHER MEASURES AS SHOWN ON PLANS, CLEARING ONLY AS NECESSARY TO INSTALL THESE DEVICES.
3. THE CONTRACTOR SHALL DILIGENTLY AND CONTINUOUSLY MAINTAIN ALL EROSION CONTROL DEVICES AND STRUCTURES. CONTACT ENGINEER OF RECORD IF ADDITIONAL MEASURES ARE REQUIRED DUE TO SITE SPECIFIC CONDITIONS.
4. STABILIZE SITE AS AREAS ARE BROUGHT TO FINISHED GRADE.
5. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY/COUNTY AND THE WATER MANAGEMENT DISTRICT, AND NPDES CRITERIA.

1. SEDIMENT SHALL BE REMOVED AND TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/2 THE DESIGN DEPTH OF THE TRAP.
2. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
3. THE STRUCTURE SHALL BE INSPECTED AFTER EACH STORM EVENT BY THE FINANCIALLY RESPONSIBLE PARTY OR HIS AGENT AND REPAIRS MADE AS NECESSARY.
4. CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION ARE MINIMIZED.
5. THE SEDIMENT TRAP SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE DRAINAGE BASIN HAS BEEN PROPERLY STABILIZED.

GEOTEXTILE CRITERIA  
GRAB TENSILE STRENGTH 90 LBS  
TRAPEZOIDAL TEAR 35 LBS  
MULLEN BURST 180 PSI  
SEE FDOT INDEX NO 199



The diagram illustrates the construction of a circular hayrack. The top portion is a cross-section showing a central core of hay bales, labeled 'SYNTHETIC HAY BALES', surrounded by a layer of straw. The bottom portion is a plan view of the circular structure, showing the arrangement of hay bales in a spiral pattern. The plan view is labeled 'PLAN' and includes a 'DOW' (dowel) at the center. The text 'ANGLE FIRST STAKE TOWARD PREVIOUSLY LAID BALE' indicates the orientation of the stakes during construction.

D. SOIL MOISTURE

1. THE CONTRACTOR SHALL HAVE AVAILABLE ON THE CONSTRUCTION SITE A WATER SOURCE CAPABLE OF APPLYING WATER TO DRY EXPOSED SOIL IN ORDER TO PREVENT WIND EROSION. THE APPLICATION RATE AND MANNER SHALL BE SUCH THAT SOIL MOISTURE IS ATTAINED AND NO SURFACE RUN-OFF IS CREATED.

E. RESPONSIBILITY

1. THE CONTRACTOR SHALL BE HELD RESPONSIBLE UNTIL THE CERTIFICATE OF COMPLETION IS ISSUED. AFTER THAT, THE OWNER WILL BE RESPONSIBLE FOR MAINTENANCE OF THE STORMWATER COLLECTION AND RETENTION SYSTEM.

- 1) THE CONTRACTOR IS RESPONSIBLE FOR PROCURING AND REVIEWING THE SOIL REPORTS AND BORINGS PRIOR TO BIDDING THE PROJECT AND COMMENCING CONSTRUCTION.
- 2) CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE GEOTECHNICAL ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING REQUIREMENTS AS SHOWN ON THE ENGINEERING CONSTRUCTION DRAWINGS. UPON COMPLETION OF THE WORK, THE GEOTECHNICAL ENGINEER IS TO SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER, STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
- 3) PIPE TRENCH BACKFILL MATERIAL SHALL BE SOLIDLY TAMPED AROUND PIPES IN 6" LAYERS UP AS SPECIFIED IN THE PROJECT GEOTECHNICAL REPORT.
- 4) SOILS BENEATH THE BUILDINGF AND PAVEMENT AREAS SHALL BE BACKFILLED AND TESTED PER THE PROJECT GEOTECHNICAL REPORT.
- 5) THE PROJECT GEOTECHNICAL ENGINEER SHALL SUPPLY THE ENGINEER WITH A PHOTOCOPLY OF ALL CONCRETE TESTS AND SOIL TESTS (IF APPLICABLE) FOR REVIEW. THE GEOTECHNICAL ENGINEER SHALL CERTIFY TO ENGINEER OF RECORD, IN WRITING, THAT ALL TESTING REQUIREMENTS, REQUIRED BY THE LOCAL REGULATORY AGENCY, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR THE IMPROVEMENTS, AS REQUIRED BY THE ENGINEERING CONSTRUCTION DRAWINGS, HAVE BEEN SATISFIED.
- 6) GENERAL BACKFILL MATERIAL SHALL PLACED IN 6" LIFTS AND COMPACTED TO 95% MAX DENSITY PER T-180 AS SPECIFIED IN THE PROJECT GEOTECHNICAL REPORT.
- 7) MAXIMUM SIDELOPES SHALL NOT EXCEED 3:1 EXCEPT AS NOTED ON CONSTRUCTION DRAWINGS.
- 8) REFER TO GEOTECHNICAL REPORT FOR BUILDING PAD COMPACTION REQUIREMENTS.



1614 White Dove Drive  
Winter Springs, Florida 32708  
Tel: (407) 405-7819

KIM@CYCORPENGINEERS.COM

HOWARD  
MEADOWS

FSP

CITY OF OCOEE

[illegible]

# NOTES & SPECS

Date: AUGUST 2023

Scale: *NTS*

THIS ITEM HAS BEEN  
ELECTRONICALLY SIGNED AND SEALED  
BY KIM FISCHER, PE ON THE DATE  
AND/OR TIME STAMP SHOWN 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.




8/29/2023  
 K. FISCHER, P.E. # 56942

NOT VALID UNLESS SIGNED & EMBOSSED  
BY A REGISTERED ENGINEER

Sheet Number:





1614 White Dove Drive  
Winter Springs, Florida 32708  
Tel: (407) 405-7819

KIM@CYCORPENGINEERS.COM

HOWARD  
MEADOWS  
CONSTRUCTION  
PLANS  
CITY OF OCCEE

[illegible]

# SITE PLAN

Date:

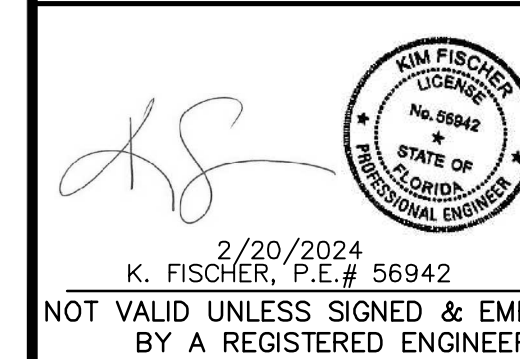
APRIL 2023

Scale:

30 SCALE

THIS ITEM HAS BEEN  
ELECTRONICALLY SIGNED AND SEALED  
BY KIM FISCHER, PE ON THE DATE  
AND/OR TIME STAMP SHOWN 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.



Sheet Number:

| TRACT   | SIZE       | DESCRIPTION        | OWNERSHIP/MAINTENANCE |
|---------|------------|--------------------|-----------------------|
| TRACT A | 0.42 ACRES | ROW                | CITY OF OCONEE        |
| TRACT B | 0.37 ACRES | POND               | HOA                   |
| TRACT C | 0.06 ACRES | LANDSCAPE/UTL DRNG | HOA                   |

ZONING: R-1A  
FLU: LDR

TRACT C2

TRACT C1

## SITE DATA

TOTAL AREA = 2.25 ACRES  
WETLANDS = 0 ACRES  
TOTAL BUILDABLE = 2.25 ACRES  
PROPOSED DEVELOPMENT = SINGLE FAMILY RESIDENTIAL  
PARCEL ID = 10-22-28-0000-00-133

CURRENT ZONING = R-1AA  
CURRENT FLU = LDR  
MINIMUM LOT WIDTH = 75 FT  
MINIMUM LOT DEPTH = 120 FT  
PROPOSED LOTS = 6 LOTS  
PROPOSED DENSITY = 2.7 UNITS / ACRE  
MINIMUM LOT AREA = 9,000 SF  
LOT SIDE SETBACKS = 7.5 FT  
LOT FRONT SETBACK = 25 FT  
LOT REAR SETBACK = 25 FT  
STREET SIDE SETBACK = 25 FT  
MAX. BLDG HEIGHT = 35 FT (2 STORIES)

## SITE NOTES

1. PROJECT IS WITHIN THE JURISDICTION OF CITY OF OCCEE
2. PROJECT WILL COMPLY WITH THE CITY OF OCCEE LAND DEVELOPMENT CODE
3. THE STORMWATER MANAGEMENT SYSTEM WILL COMPLY WITH THE CITY OF OCCEE LDC AND SJRWMD
4. POTABLE WATER WILL COMPLY WITH THE CITY OF OCCEE
5. FIRE PROTECTION WILL COMPLY WITH THE CITY OF OCCEE
6. ROADS WILL BE PUBLIC
7. THE SITE IS LOCATED IN "X" ZONE.
8. REFER TO THE CITY OF OCCEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, AND CITY DETAILS. NOTE THAT THE MOST STRINGENT STANDARDS BETWEEN THE CITY STANDARDS AND THE STANDARDS SET FORTH IN THE GENERAL ORDER (AS DETERMINED BY THE ENGINEER OF RECORD OR THE CITY) SHOULD BE FOLLOWED.
9. AS-BUILTS NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL. THE CITY REQUIRES ONE PDF COPY AND ONE CADD COPY DRAWN IN STATE PLANE COORDINATES.

| ITE | UNITS | ADT | PEAK HOUR | PM IN | PM OUT |
|-----|-------|-----|-----------|-------|--------|
| 210 | 6     | 58  | 6         | 4     | 2      |

## TRAFFIC IMPACTS

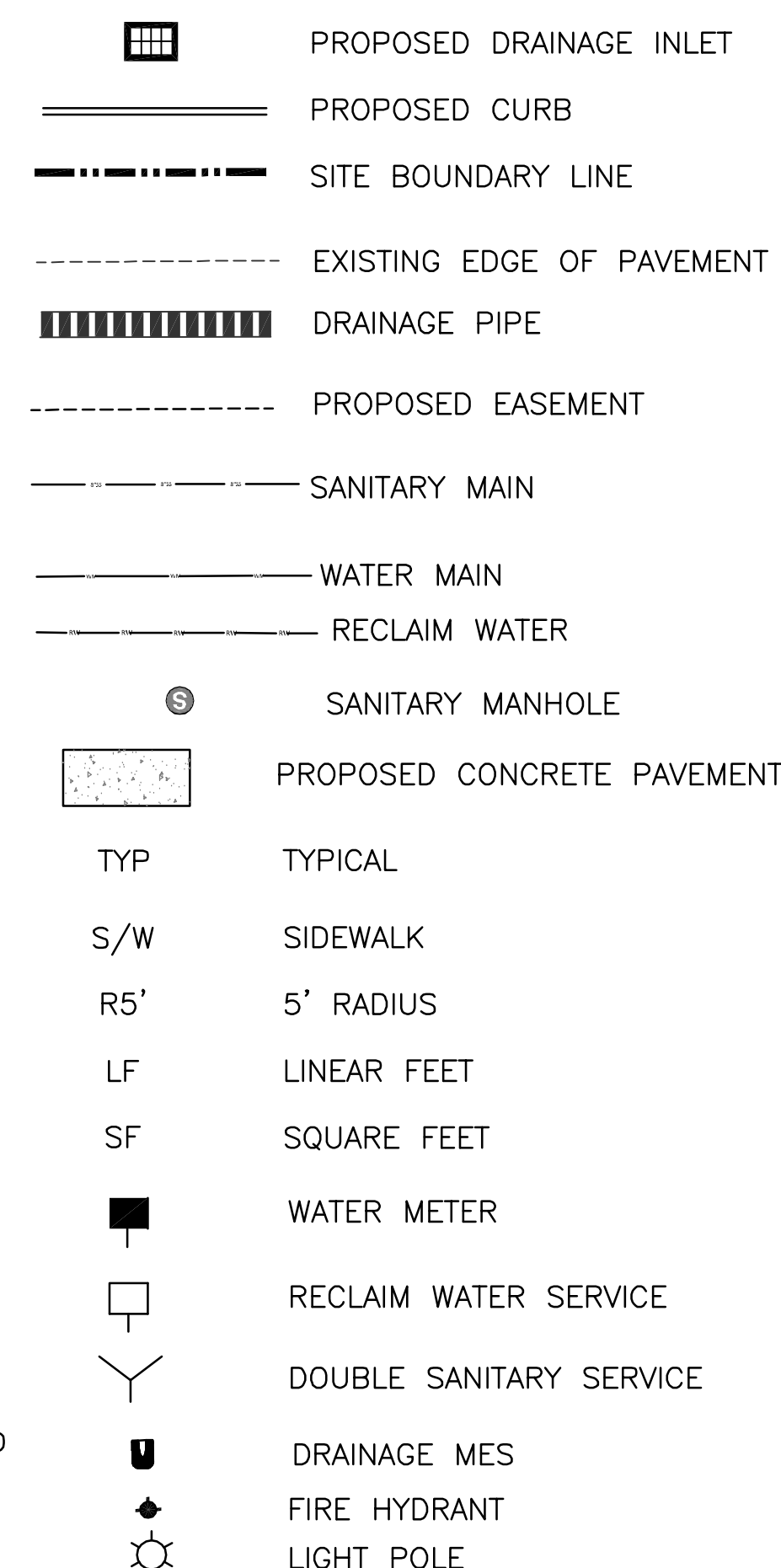
| AGE        | UNITS | RATE  | CHILDREN |
|------------|-------|-------|----------|
| ELEMENTARY | 6     | 0.249 | 2        |
| MIDDLE     | 6     | 0.114 | 1        |
| HIGH       | 6     | 0.124 | 1        |
| TOTAL      |       |       | 4        |

ZONING: A-1  
FLU: LDR

### TYPICAL LOT PLAN

### TYPICAL CORNER LOT

## SITE LEGEND

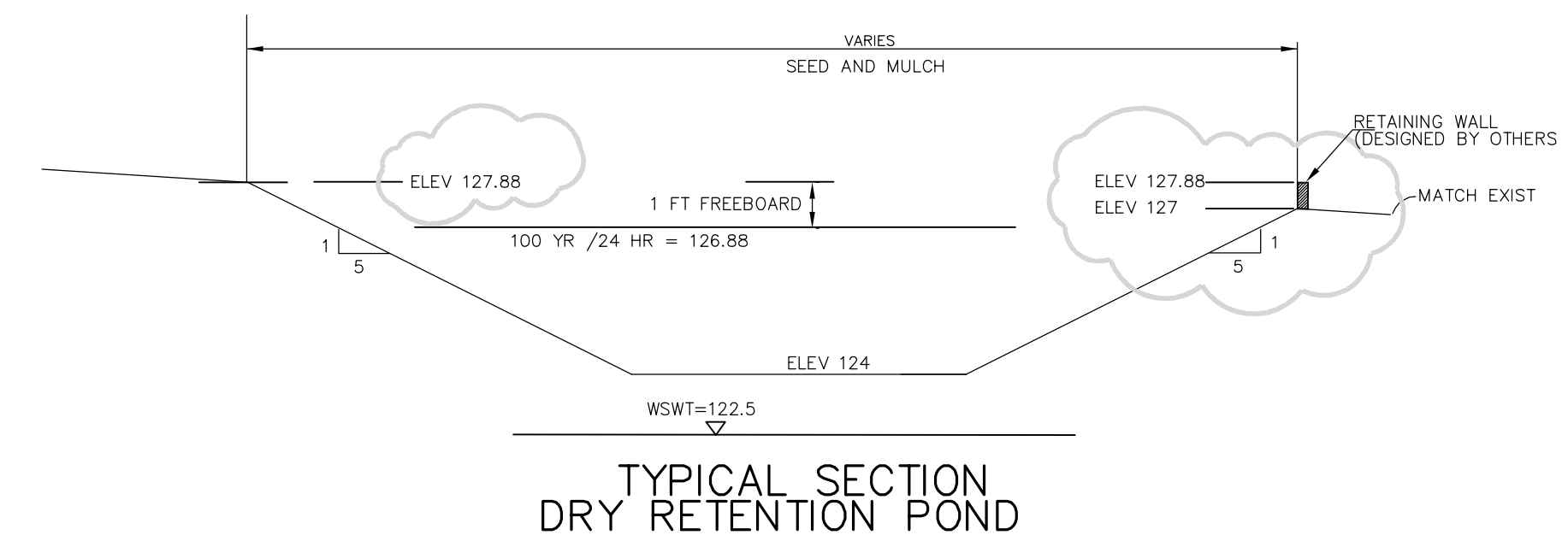


TYPICAL ROW SECTION

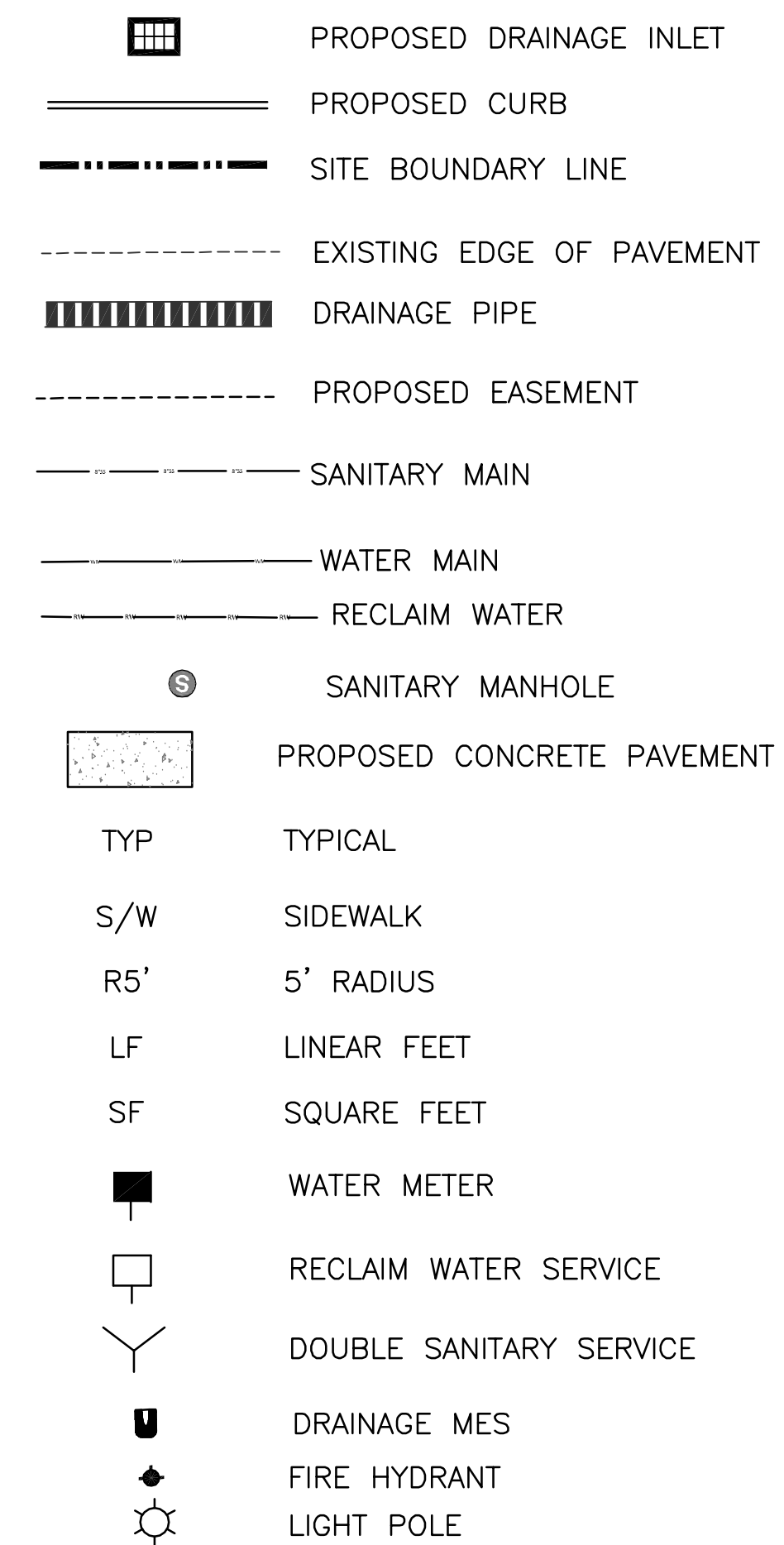
ON-SITE PAVEMENT LEGEND

- |   |                                                                               |
|---|-------------------------------------------------------------------------------|
| ① | 2"----- S-1 9.5 ASPHALT SURFACE COURSE                                        |
| ② | 8"----- LIMEROCK BASE COMPACTED TO MIN. 98% DENSITY AASHTO T-180              |
| ③ | 12"----- COMPACTED SUBGRADE COMPACTED TO MIN. 98% DENSITY<br>PER AASHTO T-180 |





- ## SITE LEGEND



**CYCORP**  
**E** **ENGINEERING**  
**INC.**

**CIVIL ENGINEERS  
LAND PLANNERS**

1614 White Dove Drive  
Winter Springs, Florida 32708  
Tel: (407) 405-7819

KIM@CYCORPENGINEERS.COM

HOWARD  
MEADOWS  
CONSTRUCTION  
PLANS  
CITY OF OCCEE

[illegible]

# GRADING PLAN

Date:

APRIL 2023

Scale:

30 SCALE

THIS ITEM HAS BEEN  
ELECTRONICALLY SIGNED AND SEALED  
BY KIM FISCHER, PE ON THE DATE  
AND/OR TIME STAMP SHOWN 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.

2/20/2024  
K. FISCHER, P.E.# 56942  
NOT VALID UNLESS SIGNED & EMBOSSED  
BY A REGISTERED ENGINEER

Sheet Number:

4





1614 White Dove Drive  
Winter Springs, Florida 32709  
Tel: (407) 405-7819

KIM@CYCORPENGINEERS.COM

## CITY OF OCOFF

REVISIONS

# UTILITY PLAN

Date:

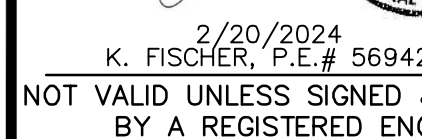
APRIL 2023

Scale:

30 SCALE

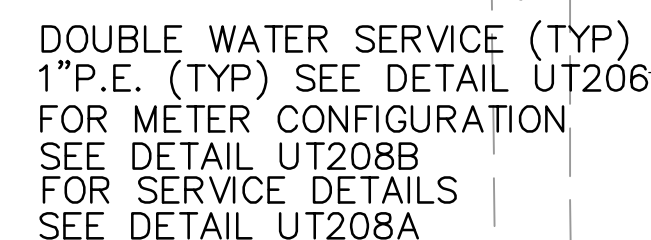
THIS ITEM HAS BEEN  
ELECTRONICALLY SIGNED AND SEALED  
BY KIM FISCHER, PE ON THE DATE  
AND/OR TIME STAMP SHOWN USING  
A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SIGNATURE MUST  
BE VERIFIED ON ANY ELECTRONIC  
COPIES.



Sheet Number:

5



## FIRE NOTES

1. FIRE FLOW TESTING SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 291. RECOMMENDED PRACTICE FOR FIRE FLOW TESTING AND MARKING OF HYDRANTS (NFPA 1, 18.3). A FIRE FLOW TEST RESULTS FROM THE NEAREST EXISTING HYDRANT THAT HAS BEEN WITNESSED BY A UTILITIES INSPECTOR WILL NEED TO BE PROVIDED; DOCUMENTATION FOR FIRE FLOW TESTING SHALL INCLUDE A FIRE FLOW TEST REPORT AND A HYDRAULIC GRAPH.
2. THE MINIMUM FIRE FLOW AND FLOW DURATION REQUIREMENTS FOR ONE AND TWO FAMILY DWELLINGS HAVING A FIRE FLOW AREA THAT DOES NOT EXCEED 5000 SF SHALL BE 1,000 GPM (SECTION 18.4.5, NFPA 1, 2018 EDITION)
3. FIRE HYDRANT LOCATIONS AND DISTRIBUTION SHALL FOLLOW NFPA 1, APPENDIX I.
4. FIRE HYDRANT LOCATIONS SHALL BE IDENTIFIED BY A BLUE REFLECTIVE PAVEMENT MARKER THAT IS PLACED 6" IN THE ROADWAY IN ACCORDANCE WITH NFPA 1, CHAPTER 18.5.7.
5. FIRE LANES SHALL BE MARKED WITH 12" X 18" FREESTANDING SIGNS WITH A WHITE BACKGROUND AND RED LETTERS. WORDING SHALL READ "NO PARKIN FIRE LANE BY ORDER OF THE FIRE DEPARTMENT". SIGN SHALL BE WITHIN SIGHT OF TRAFFIC FLOW AND BE SPACED NO GREATER THAN 60' APART.
6. FIRE DEPARTMENT ACCESS ROADS PROVIDED AT THE START OF A PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION (NFPA 1, 16.1.4)
7. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS SUSCEPTIBLE MATERIAL ACCUMULATES. THIS APPLIES TO BOTH COMMERCIAL AND RESIDENTIAL DEVELOPMENTS. (NFPA 1, 16.4.3.1)
8. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO CONSTRUCTION WORK.
9. FIRE DEPT ACCESS RD SHALL HAVE AN UNOBSTRUCTED WIDTH OF NOT LESS THAN 20'
10. FIRE DEPARTMENT ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF 39 TONS FOR THE FIRE APPARATUS AND SHALL BE PROVIDED WITH AN ALL-WEATHER DRIVING SURFACE.
11. A 36" CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS AND A CLEAR SPACE OF NOT LESS THAN 60" SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVE A DIAMETER GREATER THAN 2.5". (NFPA 1, 18.5.7)
12. ELECTRICALLY OPERATED GATES ARE REQUIRED TO PROVIDE SIREN ACTIVATED OPERATED SENSING DEVICE (SOS SYSTEM) AND DUAL KEY SWITCH KNOW-BOX

|       |       |          |           |          |
|-------|-------|----------|-----------|----------|
| USE   | UNITS | GPD/UNIT | TOTAL     | PHF      |
| WATER | 6     | 350 GPD  | 2,100 GPD | 5.83 GPM |
|       |       |          |           |          |

UTILITY DEMANDS FOR RESIDENTIAL  
CITY OF OCOEE WILL SUPPLY WATER AND SEWER

## UTILITY NOTES

1. ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF COCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST, AND DETAILS. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION FROM THESE REQUIREMENTS.
2. ANY VARIATION OR ANOMALY TO THE CITY OF COCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.
3. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF COCOEE AND FDEP STANDARDS SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
4. CONTRACTORS SHALL REFER TO THE CITY OF COCOEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, APPROVED MATERIALS AND CITY DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF COCOEE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED.
5. AS BUILTS NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLING FORMATS:
  1. ONE PDF COPY
  2. ONE CAD COPY DRAWN IN STATE PLAN COORDINATES
6. ONE TRULY AS SHES SHALL BE PLACED ON TOP OF OR IN CLOSE PROXIMITY TO PUBLIC UTILITY.

## SITE LEGEND

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | </ |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|

PROPOSED DRAINAGE INLET

PROPOSED CURB

SITE BOUNDARY LINE

- EXISTING EDGE OF PAVEMENT

DRAINAGE PIPE

PROPOSED EASEMENT

SANITARY MAIN

— WATER MAIN

PROFESSOR

TYPICAL

SIDEWALK

5' RADIUS

LINEAR FEET

SQUARE FEET

WATER METER

REGULATORY WATER SERVICES

DOUBLE SANTA

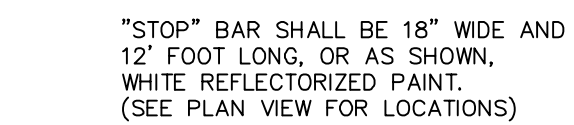
DRAINAGE MES

FIRE HYDRANT  
LIGHT BOLT





















**STAFF REPORT**

Meeting Date: April 16, 2024  
Item #: 12

Contact Name: Gequita Cowan  
Contact Number: Ext. 6434

Department Director: Robert Frank  
City Manager: Robert Frank

**Subject: Second Reading of Ordinance Amending the City of Ocoee Municipal General Employees' Retirement Trust Fund. (Municipal Pension Board Chair Cowan)**

**Background Summary:**

First Reading of the Ordinance was held on April 2, 2024.

At their meeting held on February 7, 2024, the General Employees' Retirement Board reviewed and approved a proposed ordinance amendment which incorporates new mandatory distribution provision for benefit payments required by tax-qualified entities for compliance with the Internal Revenue Code based on recent changes to the federal law. The amendment also seeks to correct an inadvertent inconsistency by updating the ordinance provision allowing for the purchase of "air time" to reflect the correct vesting schedule for certain plan participants. None of these changes are anticipated to have any financial impact to the City or pension plan.

**Issue:**

Should the Honorable Mayor and Commissioners adopt an Ordinance amending Section 6, "Benefit Amounts and Eligibility", amending Section 7, "Pre-retirement Death", amending Section 9 "Optional Forms of Benefits", amending Section 15, "Minimum Distribution of Benefits", to provide for compliance with the SECURE 2.0 Act, amending Section 28, "Purchase of Credited Service for Air Time."

**Recommendations:**

The Ocoee General Employees' Retirement Board respectfully recommends that the Honorable Mayor and City Commissioners adopt the attached Ordinance amending the City of Ocoee Municipal General Employees Retirement Trust Fund.

**Attachments:**

1. Special Report - SECURE Act 2.0
2. Explanation of Proposed Ordinance Amendments (SECURE and Air Time)
3. No Impact Letter
4. Ordinance

**Financial Impacts:**

None as pointed out in the attached letter dated March 19, 2024, from Douglas Lozen of Foster & Foster, that the change will have no measurable impact on the Plan's funding requirement.

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761  
Phone: (407) 905-3100 • [www.ocoe.org](http://www.ocoe.org)

**Type of Item:** Second Reading Public Hearing

# SUGARMAN, SUSSKIND, BRASWELL & HERRERA

PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW

Robert A. Sugarman ♦  
Howard S. Susskind  
D. Marcus Braswell, Jr.  
Pedro A. Herrera  
Kenneth R. Harrison, Sr.  
Madison J. Levine

Jose Javier Rodriguez  
David E. Robinson  
Of Counsel

150 Alhambra Circle  
Suite 725  
Coral Gables, Florida 33134  
(305) 529-2801  
Toll Free (800) 329-2122  
Facsimile (305) 447-8115

♦ Board Certified Labor &  
Employment Lawyer

## **SPECIAL REPORT**

*February 2023*

### **SECURE ACT 2.0**

President Biden signed the Secure 2.0 Act of 2022 (“the Act”) into law on December 29, 2022 as part of the Consolidated Appropriations Act, 2023. The Act makes sweeping changes to provisions of the Internal Revenue Code affecting qualified plans such as your municipal plan.

Many of the provisions take effect immediately, while others will become effective in years to come. For governmental plans such as yours amendments required by the Act must be made to the plan by no later than the last day of the first plan year beginning on or after January 1, 2027.

Below is a brief summary of the changes enacted. We will provide additional information with regard to each of the new requirements on an on-going basis as corresponding regulations or rules may be issued.

#### ***I. CHANGES THAT APPLY TO GOVERNMENTAL DEFINED BENEFIT PLANS AND STAND-ALONE SHARE PLANS***

##### **Increase in Ages for Required Minimum Distributions**

Participants in tax-qualified pension plans are not taxed on the value of their retirement benefits until they begin to receive benefits under the plan.

The deferral of taxes is limited by the Required Minimum Distribution rules in Section 401(a)(9) of the Code, which require that participants begin to receive benefits (and therefore pay taxes) once they reach a certain age after retirement.

For many years, retirees were required to begin to receive benefits once they had retired and reached age 70 ½. The first Secure Act, passed in 2019, raised that age to 72.

Section 107 of the Secure 2.0 Act of 2022 has further increased the tax deferral by again raising the age by which retired participants must begin to receive benefits. The new ages are as follows:

- a) For individuals who attain age 72 after December 31, 2022, and age 73 before January 1, 2033, the applicable age is 73;
- b) For individuals who attain age 74 after December 31, 2032, the applicable age is 75;

**Reduction in penalty for failure to make Required Minimum Distributions (Effective taxable years after December 29, 2022)**

The Code currently provides for an excise tax for failure to take a required minimum distribution equal to 50% of the amount of the missed distribution.

Section 302 of the Act reduces the tax generally to 25%, and provides that the tax shall be further reduced to 10% if the failure is corrected in accordance with certain conditions.

**Increase in the maximum amount of mandatory distributions (Effective January 1, 2024)**

Plans may currently provide that benefits of which the lump-sum value does not exceed \$5000 will be paid mandatorily in the form of a lump-sum. Section 304 of the Act raises the limit, allowing plans to impose a lump-sum distribution for amounts up to \$7000.

**Exclusion from Income of Certain Service-Related Disability Benefits for First Responders (Effective for eligible amounts received after December 31, 2026)**

Section 309 of the act allows certain first responders (law enforcement officers, firefighters, paramedics, and emergency medical technicians) to exclude from gross income certain service-related disability pension or annuity payments after they reach retirement age.

**Expansion of 72(t) Age Exemption for Qualified Public Safety Employees (Effective Immediately)**

Generally, the penalty on early withdrawals under Section 72(t) does not apply to distributions made to an employee after separation from service after attainment of age 55. For qualified public safety employees, Section 72(t) replaces the age 55 exemption with a more favorable, lower age exemption. Prior to the Act, the applicable age for qualified public safety employees was 50, instead of 55. Section 329 of the Act further expands the exemption for qualified public safety officers by adding 25 years of service as a separate qualifying condition for the exemption, which now applies upon the earlier of attainment of age 50 or 25 years of service.



### **Expansion of Definition of Qualified Public Safety Employee for Purposes of 72(t) Age Exemption (Effective Immediately)**

Prior to the Act, for purposes of the favorable 72(t) exemption discussed above, the term qualified public safety employee included governmental employees providing police protection, firefighting services, and emergency medical services. Section 330 expands the definition to include corrections officers, as well as forensic security employees providing for the care, custody and control of forensic patients.

### **Repeal of Direct Payment Requirement for Health Insurance Premiums (Effective Immediately)**

Currently under Section 402(l) of the Code, Retired Public Safety Officers are permitted to exclude from income up to \$3,000 per taxable year in distributions from governmental plans that are used to for the payment of qualified health insurance premiums. Prior to the Act, payments were required to be made directly from the pension plan to the insurer. Section 328 of the Act removes the direct payment requirement and now allows payment to come directly from the member.

## ***II. CHANGES THAT APPLY TO GOVERNMENTAL STAND-ALONE SHARE PLANS BUT NOT TO GOVERNMENTAL DEFINED BENEFIT PLANS***

### **Tax-Favored Withdrawals**

The Act allows plans to provide for the following types of withdrawals with favorable tax treatment (including exemption from any 72(t) penalty):

- Starting in 2024, up to \$1,000 for participant-certified personal and family emergencies;
- Starting in 2024, withdrawals up to the lesser of \$10,000 or 50% of account balance, if a participant has been the victim of domestic abuse;
- effective immediately withdrawals by participants who have been diagnosed as terminally ill;
- With regard to federal disasters occurring on or after January 26, 2021, withdrawals by participants who live in the disaster up to \$22,000 within 180 months of the disaster. Also loans related to federal disasters are allowed to be increased to the lessor of \$100,000 or 100% of the account balance,
- Plans are already permitted to provide for distributions for qualified birth or adoption expenses. Currently, such distributions may be paid back at any time. For withdrawals after December 29, 2022, the repayment period is limited to

- three years. For withdrawals that have already been taken, the repayment period ends December 31, 2025,
- beginning on or after December 29, 2025, up to \$2500 annually (adjustable for inflation) for long-term care insurance.

### **III. PROVISIONS OF THE ACT WITH REGARD TO PLAN CORRECTIONS**

#### **Changes to requirements regarding overpayments (effective immediately)**

The IRS has on an on-going basis provided guidance to trustees regarding requirements for recovering benefit overpayments to participants and beneficiaries.

Section 301 of the Act amends the Code to provide clearly defined rules relating to the recovery of overpayments.

Principally, the Act provides that a plan is not necessarily obligated to pursue the recovery of an overpayment.

We will prepare procedures for the trustees to adopt to ensure that future actions with regard to overpayments comply with the new requirements.

#### **Expanded Self-Correction Program (Effective upon guidance issued by IRS within two years of December 29, 2022)**

The IRS maintains several programs pursuant to which trustees may correct errors in the operation of the plan and/or failures to amend the plan timely.

Under certain programs, a flat fee and/or penalties are required to be paid to the IRS to resolve the error or failure. On the other hand, under the IRS' Self-Correction Program, certain "non-significant" errors may be corrected without any notice or payment of fees or penalties to the IRS.

The Act expands the type of errors and failures that may be resolved through Self-Correction. The program is no longer limited to "non-significant" errors, and may be used generally to correct any inadvertent error or failure, except those (1) that were identified by the IRS before any good-faith corrective measures were taken, or (2) with respect to which corrective measures were not timely taken.

The Act requires the IRS to issue new guidance in accordance with the expansion of the self-correction program.

**IV. FOR INFORMATIONAL PURPOSES (THE FOLLOWING INFORMATION PRESENTS PROVISIONS OF THE ACT THAT DO NOT APPLY TO THIS PLAN BUT THAT MAY BE OF INTEREST TO PUBLIC EMPLOYEES. THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AND SHALL NOT BE CONSTRUED AS LEGAL ADVICE)**

Section 308 of the Act extends to private sector firefighters, the favorable 72(t) age exemption (50 or 25 Years of Service) that was previously limited to governmental public safety employees.

Section 306 Changes rules relating to elections for 457 plans

Some of the tax-favored withdrawals that are permitted under the Act (See Section II above) may also be available under 457 plans.

# SUGARMAN, SUSSKIND, BRASWELL & HERRERA

PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW

Robert A. Sugarman ♦  
Howard S. Susskind  
D. Marcus Braswell, Jr.  
Pedro A. Herrera  
Kenneth R. Harrison, Sr.  
Madison J. Levine

Jose Javier Rodriguez  
David E. Robinson  
Of Counsel

150 Alhambra Circle  
Suite 725  
Coral Gables, Florida 33134  
(305) 529-2801  
Toll Free (800) 329-2122  
Facsimile (305) 447-8115

♦ Board Certified Labor &  
Employment Lawyer

March 20, 2024

Via Email: [Christine.Stoker@foster-foster.com](mailto:Christine.Stoker@foster-foster.com)

Board of Trustees  
City of Ocoee Municipal General Employees' Retirement Trust Fund  
c/o Chrissy Stoker, Plan Administrator  
Foster & Foster  
2503 Del Prado Blvd. S., Suite 502  
Cape Coral, FL 33904

Re: *City of Ocoee Municipal General Employees' Retirement Trust Fund  
Proposed Ordinance Amendment*

Dear Trustees:

As previously discussed with the Board, enclosed please find a proposed ordinance amending the City of Ocoee Municipal General Employees' Retirement Trust Fund ("Trust Fund"). The amendment is intended to clarify the City's ordinance by correcting an inadvertent inconsistency and updating it to reflect the correct vesting schedule for certain Trust Fund participants seeking to purchase "air time." The proposed amendment will also serve to update certain sections to comply with the Internal Revenue Code. Specifically, the following amendments to the pension plan are proposed:

1. Section 6, "Benefit Amounts and Eligibility", subsection 6, "Required Distribution Date;" Section 7, "Pre-retirement Death," subsection 2, "Deceased Members Vested or Eligible for Retirement with Spouse as Beneficiary;" and Section 9, "Optional Forms of Benefits", subsection 5.E, are all being amended in accordance with recently enacted amendments to the Internal Revenue Code to satisfy the qualification requirements applicable by providing a mandatory distribution age for Trust Fund benefits paid to its participants and beneficiaries.
2. Section 28, "Purchase of Credited Service for Air Time," is being amended to provide an updated vesting schedule for those Trust Fund participants who were hired on or after September 18, 2012.

Board of Trustees  
City of Ocoee Municipal General Employees' Retirement Trust Fund  
c/o Chrissy Stoker, Plan Administrator  
March 20, 2024  
Page | 2

Please do not hesitate to reach out to us should you require any additional information.

Sincerely,  
  
PEDRO A. HERRERA

PAH/jdv

Enclosure

March 19, 2024

VIA EMAIL

Board of Trustees  
City of Ocoee  
General Employees' Pension Board  
c/o Ms. Chrissy Stoker, Plan Administrator  
2503 Del Prado Blvd. S. Suite 502  
Cape Coral, FL 33904

Re: City of Ocoee General Employees' Pension board

Dear Board:

In response to an email dated March 6, 2024, we have reviewed the proposed ordinance amending the plan as follows:

- Changing the minimum age that distributions need to begin to the applicable age provided in the Internal Revenue Code to comply with the SECURE 2.0 Act.
- Updating Section 28, Purchase of Credited Service for Air Time, to clarify that all Members must be vested in order to purchase Credited Service for periods when there was no performance of service ("airtime")

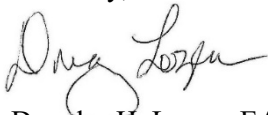
We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed ordinance to each of the following office:

Mr. Keith Brinkman  
Bureau of Local Retirement Systems  
Division of Retirement  
3189 S. Blair Stone Rd.  
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA



ORDINANCE NO. 2024-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL GENERAL EMPLOYEES' RETIREMENT TRUST FUND, ADOPTED BY ORDINANCE NUMBER 2009-020; AS SUBSEQUENTLY AMENDED; AMENDING SECTION 6, "BENEFIT AMOUNTS AND ELIGIBILITY"; AMENDING SECTION 7, "PRE-RETIREMENT DEATH"; AMENDING SECTION 9, "OPTIONAL FORMS OF BENEFITS"; AMENDING SECTION 15, "MINIMUM DISTRIBUTION OF BENEFITS", TO PROVIDE FOR COMPLIANCE WITH THE SECURE 2.0 ACT; AMENDING SECTION 28, "PURCHASE OF CREDITED SERVICE FOR AIR TIME"; PROVIDING FOR SEVERABILITY OF PROVISIONS; SUPERSEDING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Setting Every Community Up for Retirement Enhancement ("SECURE") 2.0 Act, signed into law on December 29, 2022, as part of the Consolidated Appropriations Act, 2023, amended the definition of "Required Beginning Date" under Section 401(a)(9) of the Internal Revenue Code; and

**WHEREAS**, amendments to the Plan are necessary to conform the Retirement Trust Fund to the requirements of the SECURE 2.0 Act; and

**WHEREAS**, the Board of Trustees of the City of Ocoee Municipal General Employees' Retirement Trust Fund have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Fund, and

**WHEREAS**, the City Commission has received and reviewed an actuarial impact statement related to this change and attached as such; and

**WHEREAS**, the City Commission deems it to be in the public interest to provide this change to the Retirement Trust Fund for its general employees;

**BE IT ORDAINED 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 ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

**SECTION 2:** That the City of Ocoee Municipal General Employees' Retirement Trust Fund adopted by Ordinance No. 2009-020, as subsequently amended, is hereby further amended by amending Section 6, "Benefit Amounts and Eligibility", subsection 6, "*Required Distribution Date*", to read as follows:

**SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY.**

\* \* \* \*

**6. Required Distribution Date.**

The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains ~~age seventy and one-half (70½)~~ his or her Required Beginning date as defined in Section 15.2.A. or the calendar year in which the Member terminates employment with the City.

**SECTION 3.** That the City of Ocoee Municipal General Employees' Retirement Trust Fund adopted by Ordinance No. 2009-020, as subsequently amended, is hereby further amended by amending Section 7, "Pre-retirement Death", subsection 2, "*Deceased Members Vested or Eligible for Retirement with Spouse as Beneficiary*", to read as follows:

**SECTION 7. PRE-RETIREMENT DEATH.**

\* \* \* \*

**2. *Deceased Members Vested or Eligible for Retirement with Spouse as Beneficiary.***

This subsection 2. applies only when the Member's Spouse is the sole designated Beneficiary. The Spouse Beneficiary of any Member who dies and who, at the date of his or her death was vested or eligible for early or normal retirement, shall be entitled to a benefit as follows:

\* \* \* \*

- E. Notwithstanding anything contained in this Section to the contrary, in any event, distributions to the Spouse Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date selected pursuant to the above provisions in this Section that must be on or before December 31 of the calendar year in which the Member would have attained 70½his or her Required beginning date as defined in Section 15.2.A.

\* \* \* \*

**SECTION 4.** That the City of Ocoee Municipal General Employees' Retirement Trust Fund adopted by Ordinance No. 2009-020, as subsequently amended, is hereby further amended by amending Section 9, "Optional Forms of Benefits", subsection 5.E, to read as follows:

**SECTION 9. OPTIONAL FORMS OF BENEFITS.**

\* \* \* \*

5. Retirement income payments shall be made under the option elected in accordance with the provisions of this Section and shall be subject to the following limitations:

\* \* \* \*

- E. The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age ~~seventy and one-half~~ (70½)his or her Required beginning date as defined in Section 15.2.A, or the calendar year in which the Member terminates employment with the City.

\* \* \* \*

**SECTION 5.** That the City of Ocoee Municipal General Employees' Retirement Trust Fund adopted by Ordinance No. 2009-020, as subsequently amended, is hereby further amended by amending Section 15, "Minimum Distribution of Benefits", subsection 2, "Time and Manner of Distribution", to read as follows:

**SECTION 15. MINIMUM DISTRIBUTION OF BENEFITS.**

\* \* \* \* \*

2. Time and manner of distribution.

A. *Required beginning date.* The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date, which effective January 1, 2023 is defined as the later of (1) and (2) below:

(1) With regard to distributions required to be made to a Member who ~~reaches~~ age 70 ½ before prior to January 1, 2020: April 1 of the calendar year ~~following the later of that next follows~~ the calendar year in which the Member ~~attained~~ the age seventy and one-half (70 ½) years; or

With regard to a Member who attained age 70 ½ on or after January 1, 2020, and age 72 prior to January 1, 2023: April 1 of the calendar year that next follows the calendar year in which the Member attained age 72 years; or

With regard to a Member who attains age 72 on or after January 1, 2023, in accordance with the SECURE 2.0 Act and any technical corrections thereto; or

(2) ~~With regard to distributions required to be made on or after January 1, 2020 to a participant who reaches the age of 70 ½ on or after said date: April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 72 years, or April 1 of the calendar year that next follows the calendar year in which the participant~~ Member ~~retires, whichever is later.~~

B. *Death of Member before Distribution Begins.* If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed no later than as follows:

(1) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member

would have attained ~~age 70 1/2~~, his or her Required beginning date, if later, as the surviving spouse elects.

\* \* \* \* \*

**SECTION 6:** That the City of Ocoee Municipal General Employees' Retirement Trust Fund adopted by Ordinance No. 2009-020, as subsequently amended, is hereby further amended by amending Section 28, "Purchase of Credited Service for Air Time," to read as follows:

**SECTION 28. PURCHASE OF CREDITED SERVICE FOR AIR TIME.**

Unless otherwise prohibited by law, any Member (except a Mayor or Commissioner Member) who has accrued at least five (5) years of Credited Service prior to September 18, 2012, or for Members hired on or after September 18, 2012 who have accrued at least seven (7) years of Credited Service, under this system shall be permitted to purchase up to five (5) years of additional Credited Service under this system for periods when there was no performance of service ("airtime") provided that:

- A. The Member contributes to the fund the sum that he or she would have contributed had he or she been a Member of the system or the years or fractional parts of years for which he or she is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- B. Multiple requests to purchase credited service pursuant to this section maybe made at any time prior to retirement.
- C. Payment by the Member of the required amount shall be made within six (6) months of his or her request for credit, but, in any event, prior to retirement, and shall be made in one lump sum payment upon receipt of which credited service shall be given.
- D. Service purchased pursuant to this section shall count for all purposes except vesting. The maximum combined purchase under this section and sections 26 and 27 shall be five (5) years.

**SECTION 7. Severability.** In the event any section, subsection, paragraph, sentence, clause, phrase or word of this ordinance shall be held invalid by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions hereof.

**SECTION 8.** Supersede of Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby superseded.

**SECTION 9.** Effective Date. This ordinance shall be effective on the date of adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

APPROVED:  
CITY OF OCOEE, FLORIDA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

(SEAL)

ADVERTISED \_\_\_\_\_, 2024  
READ FIRST TIME \_\_\_\_\_, 2024  
READ SECOND TIME AND ADOPTED  
\_\_\_\_\_, 2024

FOR USE AND RELIANCE ONLY BY  
THE CITY OF OCOEE, FLORIDA  
APPROVED AS TO FORM AND  
LEGALITY THIS \_\_\_\_\_ day of  
\_\_\_\_\_, 2024.

By \_\_\_\_\_

APPROVED BY THE OCOEE CITY  
COMMISSION AT A MEETING HELD  
ON \_\_\_\_\_, 2024  
UNDER AGENDA ITEM NO. \_\_\_\_.





## STAFF REPORT

Meeting Date: April 16, 2024  
Item #: 13

Contact Name: Anoch Whitfield  
Contact Number: Ext. 1016

Department Director: Michael Rumer  
City Manager: Robert Frank

**Subject: Second Reading of Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling) to PUD (Planned Unit Development District); Project No.RZ-23-02-02. (Zoning Manager Whitfield)**

**Background Summary:** First Reading of Ordinance held on March 5, 2024.

Owner/Applicant: The property is owned by the International Church of the Foursquare Gospel, and the applicant is Geoff Summitt, G L Summitt Engineering, Inc.

Site Location: The property is located in Commission District 4 on the north side of the FCEN Railroad tracks at the terminus of the unimproved Ocoee Vista Parkway right-of-way.

Property Size & Parcel Identification Number: The property consists of four (4) parcels, totaling approximately 37.37 acres, and is assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

Existing Site Conditions: The table below summarizes the existing site characteristics of the property.

| Current Future Land Use Map (FLUM) Designation | Current Zoning District | Existing Land Use | Unique Features/Overlay Districts                                                 |
|------------------------------------------------|-------------------------|-------------------|-----------------------------------------------------------------------------------|
| Low Density Residential & Conservation         | Unclassified & R-1A     | Vacant            | Karst Features, Type A Soils and Wetlands along the northern half of the property |

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

| Direction | Jurisdiction         | Future Land Use Designation            | Zoning                         | Existing Land Uses                                                                                                 |
|-----------|----------------------|----------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------|
| North     | City of Ocoee        | Low Density Residential & Conservation | R-1A                           | Single-family residential in a portion of the northeast and Prairie Lake along the remainder of the north boundary |
| South     | City of Ocoee/County | Low Density Residential & Conservation | City Unclassified & County A-1 | Church use & a single-family dwelling                                                                              |
| East      | City                 | Low Density Residential                | Ocoee R-1A & County A-1        | Single-family detached subdivision                                                                                 |
| West      | City                 | Low Density Residential & Conservation | PUD-MD                         | Single-family attached (townhome) subdivision                                                                      |

**Proposed Development:** The applicant is requesting a rezoning from Unclassified District and R-1A (single-family Dwelling) to PUD (Planned Unit Development District). Per the proposed Land Use Plan (LUP), the applicant proposes to develop an 84-lot single-family attached (fee simple townhome) residential subdivision at a proposed density of 3.43 units per acre. The proposed development standards are provided in the LUP, specifically on Sheet 5 Overall Site Plan, including standards for parking, building setbacks, impervious surface area, living area, open space, lot coverage, and parks and recreation. Although four (4) parcels are included in the proposed rezoning, per the proposed LUP, the development of the townhome subdivision will be only on the upland area of parcel number 10-22-28-0000-00-003. This development will not encroach into the wetland areas.

**Consistency with Adopted Comprehensive Plan:** The proposed PUD zoning classification and accompanying Land Use Plan for the development of single-family attached residential uses is consistent with the current Low Density Residential and Conservation future land use designations. The property is located within the Wekiva Study Area and contains karst features, Type A soils, and areas with three coincident protected features. As such, the property is subject to the requirement to set aside thirty-five percent (35%) open space, or approximately 13.08 acres. The proposed Land Use Plan proposes to preserve 12.87 acres of wetland area and create 8.25 acres of open space tracts for a total open space area of 56.5% (or approximately 21.12 acres). In addition, approximately 2.03 acres will be wet retention areas.

**Transportation and Access:** Because of the railroad tracks and the wetlands along the north, the site can only be accessed by Ocoee Vista Parkway. Ocoee Vista Parkway currently ends at the Prairie Lake Reserve and Prairie Meadows subdivisions entrances. The City's Ocoee Vista Parkway unimproved right-of-way (ROW) extends to this property's eastern boundary. Development of this proposed subdivision will include the construction (to City standards) of Ocoee Vista Parkway for the length of the unimproved ROW, where the road will then become a private roadway within a private ROW. There will be no vehicular or pedestrian connections or access to Prairie Oaks Court or Prairie Lake Boulevard.

**Utilities:** The Utilities Department has indicated that water and reclaim water are available for this property. Wastewater treatment capacity is available. However, the applicant must schedule a meeting with the Utilities Department to discuss the point of connection to the sanitary sewer. There is an existing drainage, utility, and sidewalk easement on the Prairie Meadows Subdivision Plat that connects the available manhole in Prairie Meadows to Ocoee Vista Parkway. Engineering for utilities will occur at the time of the final subdivision plan review.

**Stormwater:** Stormwater management is proposed to be provided on-site, and engineering of the stormwater facilities will be evaluated at the time of the preliminary subdivision plan review.

Schools: Orange County Public Schools (OCPS) has provided a Formal School Capacity Determination Letter indicating that OCPS has the available capacity to accommodate the anticipated student demand from this development. School concurrency will need to be satisfied prior to final subdivision plan approval.

Recreation and Open Space: Per the proposed Land Use Plan, a minimum of 1.3 acres of active and passive recreation area will be provided, such as playgrounds, athletic fields, other play courts, picnic benches, and trails. In addition to the tot lot, the internal sidewalks will be demarcated to show distances to encourage the use of the sidewalks for exercise purposes.

**Issue:**

Should the Honorable Mayor and City Commissioners approve the proposed ordinance for the Rezoning from Unclassified District and R-1A (single-family Dwelling) to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201?

**Recommendations:**

**Development Review Committee (DRC) Recommendation:**

The DRC met on Tuesday, January 2, 2024, to consider this proposed rezoning and, finding no issues, made a recommendation of approval of proposed Rezoning from Unclassified District and R-1A to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

**Planning & Zoning Commission Recommendation:**

The Planning & Zoning Commission heard this item at its February 13, 2024, public hearing. Discussions and public comments were relative to increased traffic on Clarke Road and Ocoee Vista Parkway, school bus stop and safety, access onto A. D. Mims across the railroad tracks, speeding on Clarke Road, noise from the trains on the railroad, natural resources (wetlands and wildlife), medium density of the development, people cutting through Prairie Lake Reserve and Prairie Meadows, trees between the access road and the railroad, fencing between the proposed development and the railroad, improvements on Clarke Road, and maintenance of the conservation area.

Following public comments and discussion, the Planning and Zoning Commission made a recommendation of approval of the proposed Rezoning from Unclassified District and R-1A to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

**Staff Recommendation:**

Staff recommends the Honorable Mayor and City Commissioners approve the proposed ordinance for the Rezoning from Unclassified District and R-1A to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

**Attachments:**

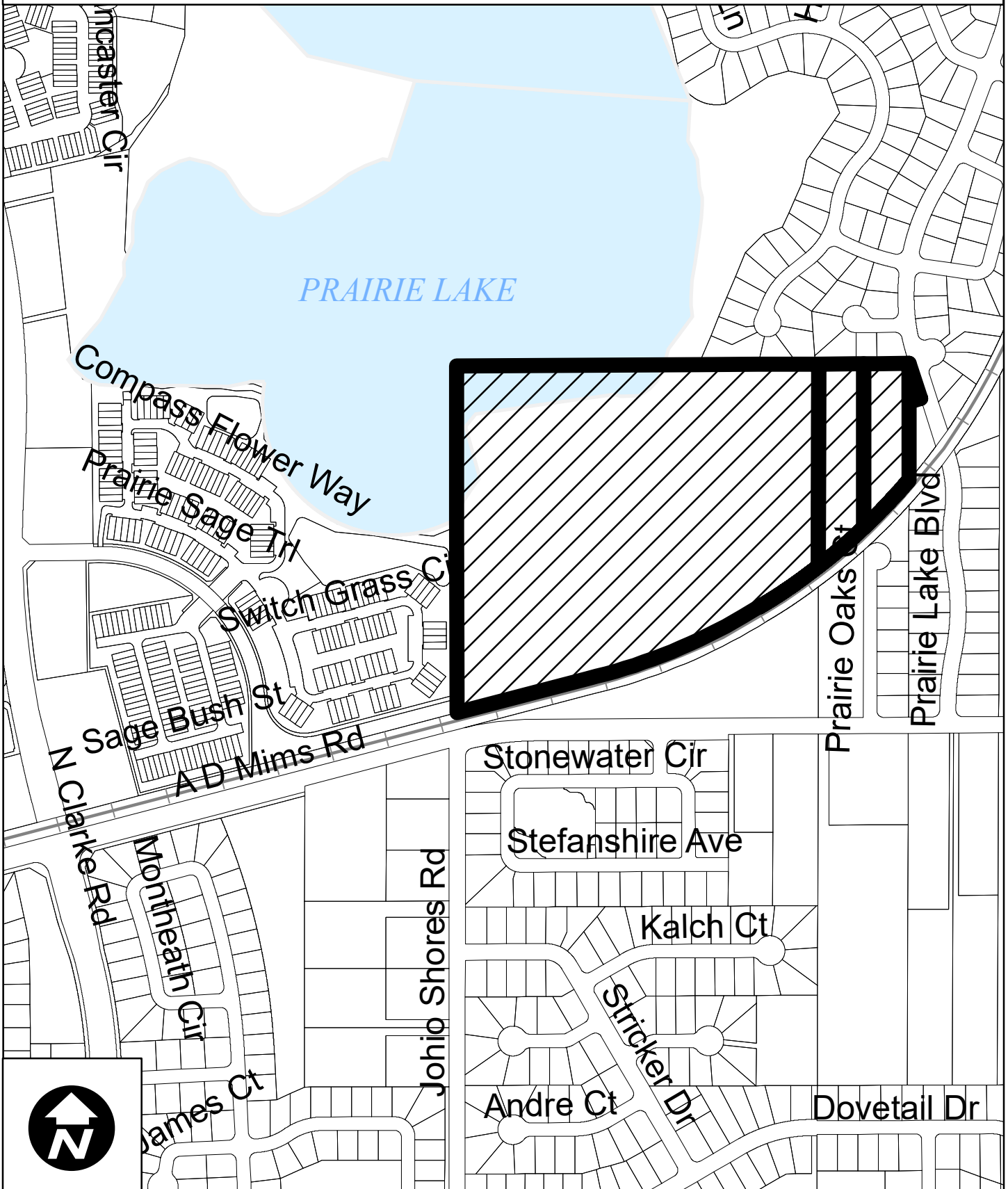
1. Location Map
2. Aerial Map
3. FLU Map
4. Surrounding Zoning Map
5. Gardenia Pointe LUP
6. Rezoning Ordinance - Gardenia Pointe\_Updated
7. Advertisement Affidavit

**Financial Impacts:**

N/A

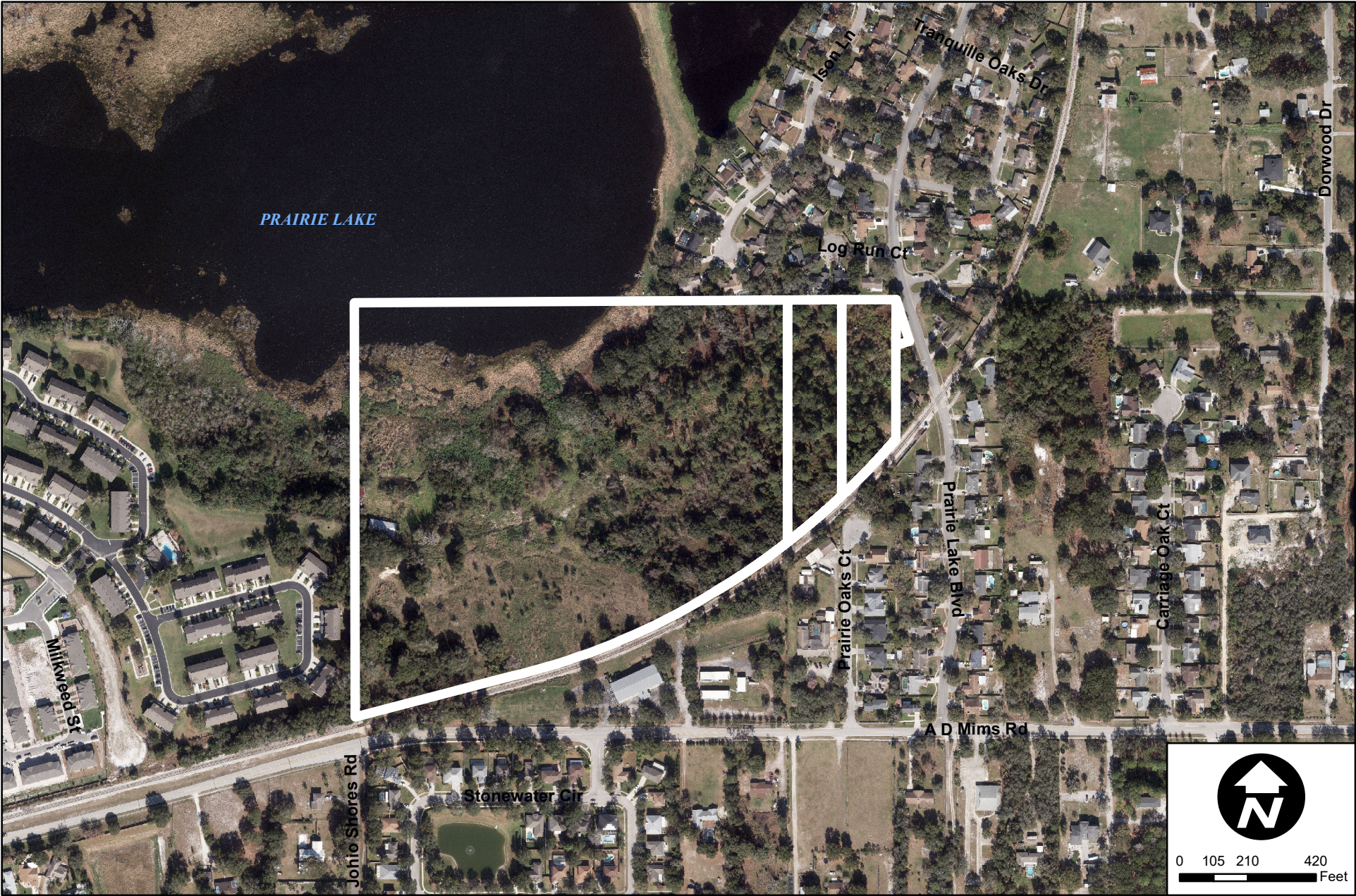
**Type of Item:** Second Reading Public Hearing

# Gardenia Pointe Rezoning Location Map



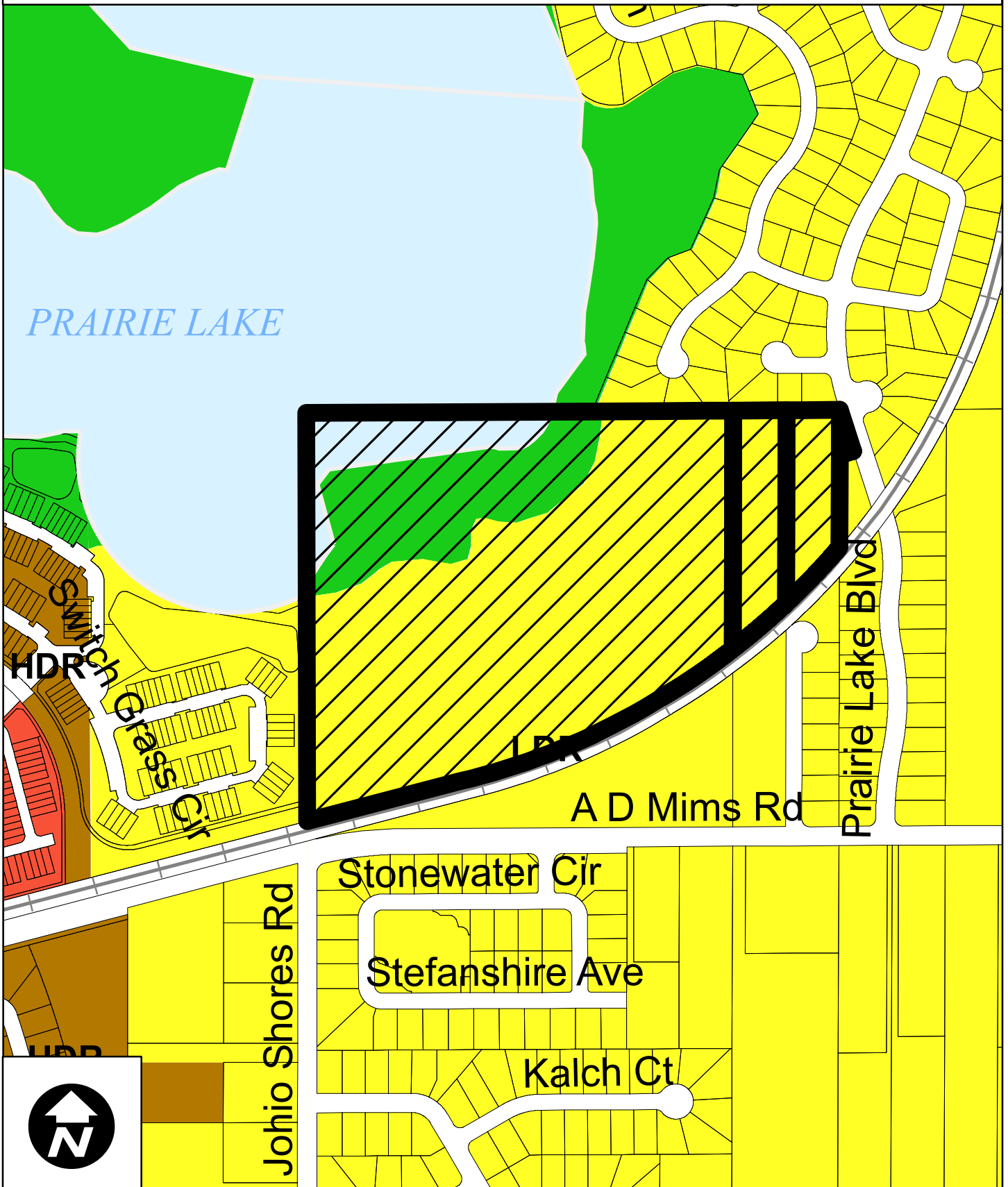


# Gardenia Pointe Rezoning 2022 Aerial Map

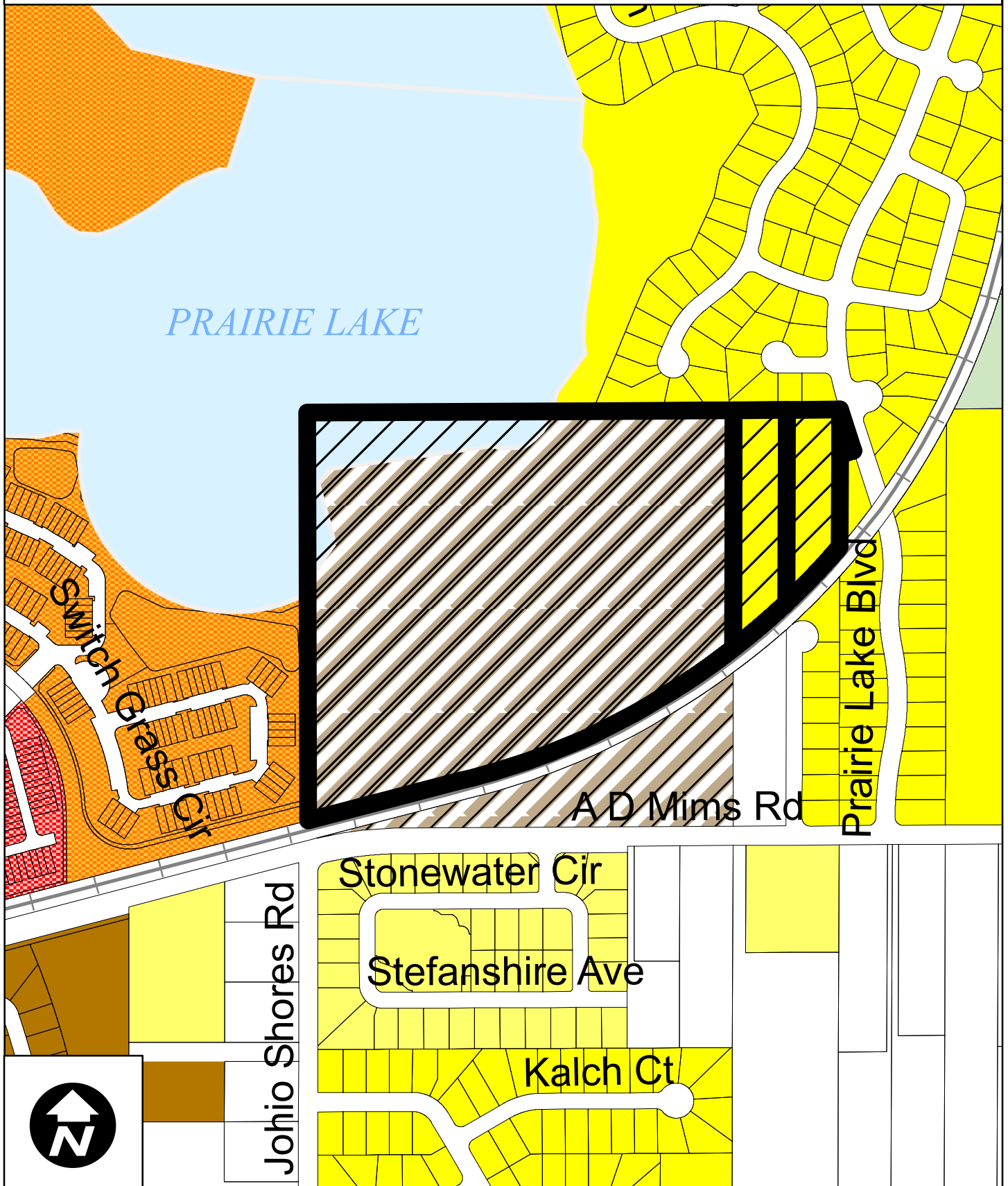




# Gardenia Pointe Rezoning Future Land Use Map



# Gardenia Pointe Rezoning Surrounding Zoning Map





## Page 735 of 77



## PROPOSED SYMBOLS

| LINES               |                                                          | STORM DRAIN         |                                                                       |
|---------------------|----------------------------------------------------------|---------------------|-----------------------------------------------------------------------|
|                     | BOUNDARY                                                 |                     | 100 LINEAR FEET STORM PIPE<br>24" REINFORCED CONCRETE<br>PIPE @ 0.20% |
|                     | CONSERVATION<br>SETBACK                                  |                     | UNDERDRAIN 6" PVC PIPE                                                |
|                     | CENTER LINE                                              |                     | DRAINAGE FLOW DIRECTION                                               |
|                     | CHAIN LINK FENCE                                         |                     | FDOT INLET TYPE 1                                                     |
|                     | CONTOUR                                                  |                     | FDOT INLET TYPE 2                                                     |
|                     | EASEMENT                                                 |                     | FDOT INLET TYPE 3                                                     |
|                     | FENCE                                                    |                     | FDOT INLET TYPE 4                                                     |
|                     | GUARDRAIL                                                |                     | FDOT INLET TYPE 5                                                     |
|                     | LOT LINE                                                 |                     | FDOT INLET TYPE 6                                                     |
|                     | PROPERTY LINE                                            |                     | MANHOLE                                                               |
|                     | RETAINING WALL                                           |                     | MITERED END SECTION                                                   |
|                     | RIGHT-OF-WAY LINE                                        |                     | SLOPE DIRECTION ARROW<br>FOR POND SIDE SLOPE                          |
|                     | SETBACK LINE                                             |                     | SPOT ELEVATION                                                        |
|                     | SHORELINE                                                |                     | STORM INLET                                                           |
|                     | SWALE                                                    |                     |                                                                       |
|                     | TREE LINE                                                |                     |                                                                       |
| SANITARY            |                                                          | HIGHWAY & UTILITIES |                                                                       |
|                     | 100 LINEAR FEET<br>SANITARY 8" PVC<br>PIPE @ 0.40% SLOPE |                     | BOUND CORNER                                                          |
|                     | FORCE MAIN                                               |                     | CONCRETE                                                              |
|                     | MANHOLE                                                  |                     | COUNTY ROADS                                                          |
|                     | CLEANOUT                                                 |                     | DETAIL REFERENCE                                                      |
|                     | DOUBLE SANITARY<br>SERVICE                               |                     | DUMPSTER PAD                                                          |
|                     | FINISHED FLOOR ELEVATION<br>W/ FHA LOT TYPE              |                     | GUY POLE                                                              |
|                     | HANDICAP PARKING                                         |                     | INTERSTATE ROADS                                                      |
|                     | LIGHT POLE                                               |                     | LIGHT POLE                                                            |
|                     | SIGNS                                                    |                     | SECTION CORNER                                                        |
|                     | STATE ROADS                                              |                     | STATE ROADS                                                           |
|                     | SILT FENCE                                               |                     | SILT FENCE                                                            |
|                     | TRAFFIC FLOW<br>PAVEMENT MARKING                         |                     | UTILITY POLE                                                          |
|                     | BLDG OR STRUCTURE                                        |                     | BLDG OR STRUCTURE                                                     |
|                     | TYPE F CURB & GUTTER                                     |                     | MIAMI CURB                                                            |
|                     | CROSS SECTION DETAIL                                     |                     | CROSS SECTION DETAIL                                                  |
| WATER & REUSE WATER |                                                          |                     |                                                                       |
|                     | WATER MAIN                                               |                     |                                                                       |
|                     | 11 1/2° BEND                                             |                     |                                                                       |
|                     | 22 1/2° BEND                                             |                     |                                                                       |
|                     | 45° BEND                                                 |                     |                                                                       |
|                     | 90° BEND                                                 |                     |                                                                       |
|                     | TEE                                                      |                     |                                                                       |
|                     | CROSS                                                    |                     |                                                                       |
|                     | CHECK VALVE                                              |                     |                                                                       |
|                     | DOUBLE DETECTOR<br>CHECK VALVE                           |                     |                                                                       |
|                     | DOUBLE WATER<br>SERVICE                                  |                     |                                                                       |
|                     | GATE VALVE                                               |                     |                                                                       |
|                     | FIRE HYDRANT                                             |                     |                                                                       |
|                     | METER                                                    |                     |                                                                       |
|                     | REDUCER                                                  |                     |                                                                       |
|                     | BLOWOFF                                                  |                     |                                                                       |
|                     | BACKFLOW<br>PREVENTER                                    |                     |                                                                       |
|                     | SAMPLE POINT                                             |                     |                                                                       |
|                     | UNDERDRAIN CEANOUT                                       |                     |                                                                       |
|                     | RECLAIMED WATER MAIN                                     |                     |                                                                       |
|                     | REUSE WATER SYSTEM<br>CONNECTION                         |                     |                                                                       |
|                     | DOUBLE REUSE<br>WATER SERVICE                            |                     |                                                                       |





LEGAL DESCRIPTION

Description (per Doc # 20160351579 and ORB 7421, PG 615):

That portion of the West Half of the Southwest quarter of the Northwest Quarter of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the A.C.L. Railroad right-of-way, and  
That portion of the East Half of the Southwest Quarter of the Northwest Quarter of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the A.C.L. Railroad right-of-way.

Parcel 1:

The East 1/2 of the West 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the SCL Railroad.

Parcel 2:

That part of lot 120, FOREST OAKS UNIT 1, according to the plat thereof, as recorded in Plat Book 12, Page 84, for the Public Records of Orange County, Florida, described as follows: BEGINNING at the North corner of said Lot 120 on the West right-of-way of Prairie Lake Boulevard (the "POINT OF BEGINNING"), thence run South 18° 07' 47" East along said West, at the right angles to the West line of said Lot 120; thence run North 00° 13' 06" East along the West line of said Lot 120, a distance of 142.33 feet to the POINT OF BEGINNING.

Parcel 3:

The West 1/8 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the SCL Railroad.

ABBREVIATIONS

(C) = CALCULATED  
CONC = CONCRETE  
CL = CENTERLINE  
(M) = CONCRETE MONUMENT  
(D) = DEED  
FD = FOUND  
ID = IDENTIFICATION  
IR = IRON PIPE  
IP = IRON PIPE  
LB = LICENSED BUSINESS  
(M) = MEASURED  
ORB = OFFICIAL RECORD BOOK  
PG = PAGE  
ND = NAIL AND DISK  
PRM = PERMANENT REFERENCE MONUMENT  
FF = FINISHED FLOOR  
ELEV = ELEVATION  
APPROX = APPROXIMATE  
RCP = REINFORCED CONCRETE PIPE  
CPP = CORRUGATED PLASTIC PIPE  
VCP = VITRIFIED CLAY PIPE  
PVC = POLYVINYL CHLORIDE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
(P) = PLAT  
PB = PLAT BOOK  
PC = POINT OF CURVATURE  
PCP = PERMANENT CONTROL POINT  
PRC = POINT OF REVERSE CURVATURE  
PT = POINT OF TANGENCY  
R/W = RIGHT OF WAY  
UE = UTILITY EASEMENT  
AC = AIR CONDITIONER  
PHR = PHONE RISER  
EJB = ELECTRIC JUNCTION BOX  
PP = POWER POLE  
WM = WATER METER  
CTVR = CABLE TV RISER  
C = CLEAN OUT  
WV = WATER VALVE  
OHL = OVERHEAD LINE  
LP = LIGHT POLE  
BFP = BACK FLOW PREVENTER  
EM = ELECTRIC METER  
CA = COVERED AREA  
TBM = TEMPORARY BENCHMARK  
CCR = CERTIFIED CORNER OF RECORD  
CATV = CABLE TELEVISION RISER

SYMBOLS

CONC MONUMENT  
TYPE AS INDICATED  
CONTROL POINT  
TYPE AS INDICATED  
BENCHMARK  
TYPE AND ELEVATION  
AS INDICATED  
S SANITARY SEWER MANHOLE  
D DRAINAGE MANHOLE  
MH MANHOLE  
OHL OVERHEAD LINE  
ATT AT&T LINE  
CTV CABLE TV LINE  
ELC ELECTRIC LINE  
FD FIBER OPTIC LINE  
GAS GAS LINE  
UTL UTILITY LINE  
W WATER LINE  
SS SEWER LINE  
C CHAIN LINK FENCE  
X WIRE FENCE  
D WOOD FENCE  
TR TRANSFORMER BOX  
WATER METER  
TRAFFIC SIGNAL BOX  
ELECTRIC BOX  
LIGHT POLE  
UTILITY POLE  
GUY WIRE  
FIRE CONNECTION  
CLEAN OUT  
SIGN

SURVEYORS NOTES

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE OPINION. THERE MAY EXIST MATTERS ON RECORD AFFECTING THE SUBJECT PROPERTY.

- BEARINGS BASED ON THE SOUTH LINE OF THE NW 1/4 OF SECTION 10, T22S, R28E AS BEING N 89°41'16" W (AN ASSUMED DATUM PER GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983, AS DERIVED FROM A PRIVATE NETWORK SOLUTION).

- NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.

- ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED UNLESS NOTED OTHERWISE.

- SYMBOLS ARE NOT TO SCALE.

- THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF FENCES.

- FENCES ARE GRAPHICAL IN NATURE AND NOT TO SCALE. FENCE TIES ARE AS SHOWN HEREON.

- ELEVATIONS SHOWN HEREON ARE BASED UPON AND MATCHED TO ORANGE COUNTY BENCHMARK DESIGNATION S-766021, HAVING A PUBLISHED ELEVATION OF 124.908, NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD 88).

- SITE BENCHMARKS ARE AS SHOWN.

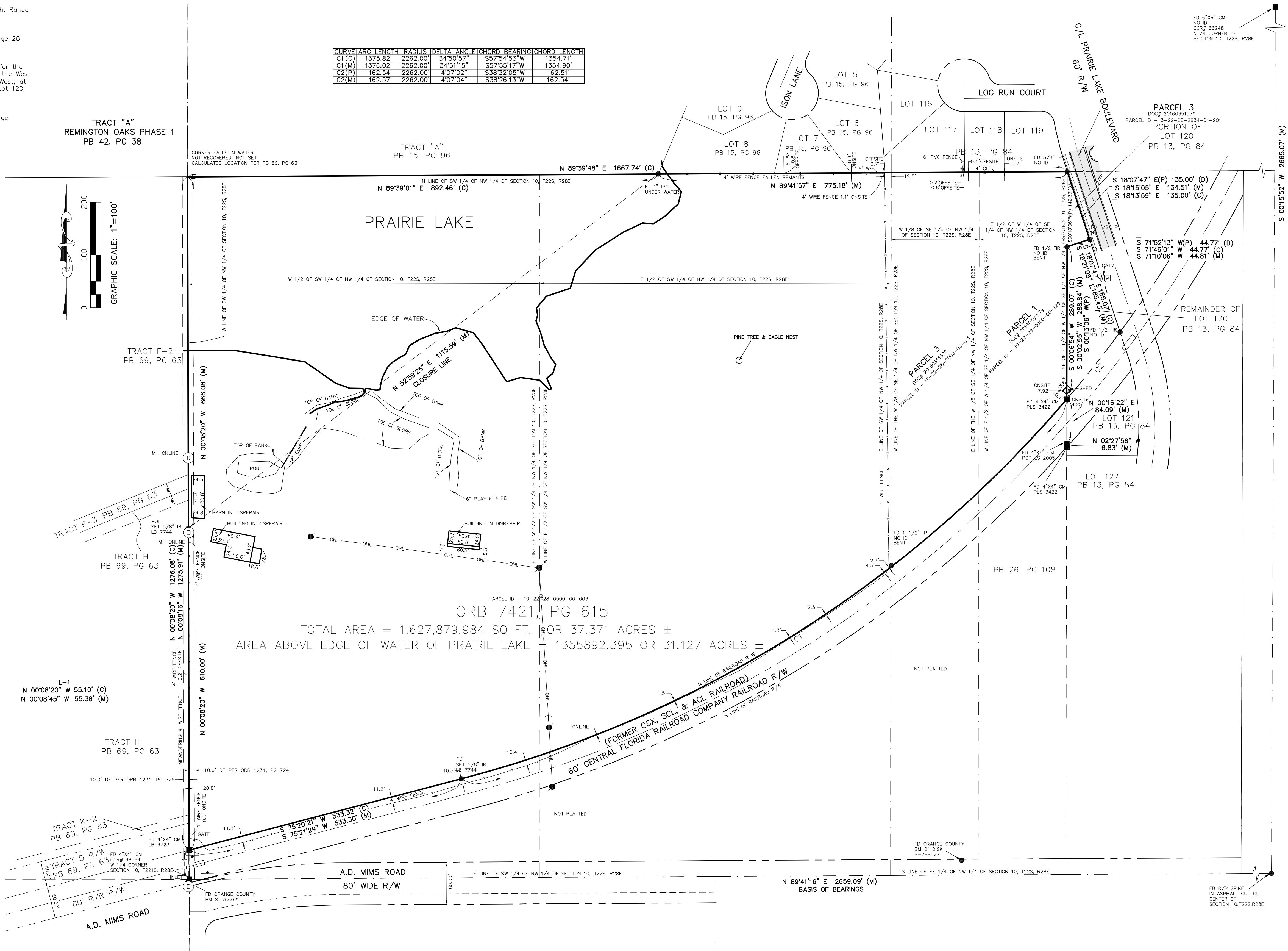
- BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 12095C0210F HAVING A REVISION DATE OF SEPTEMBER 25, 2009, THE PROPERTY SHOWN HEREON LIES IN UNSHADED ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND FLOOD ZONE AE HAVING A BASE FLOOD ELEVATION OF 84.9

- NO JURISDICTIONAL WETLANDS OR ENVIRONMENTAL AREAS HAVE BEEN LOCATED AS A PART OF THIS SURVEY. THERE MAY EXIST WETLANDS OR ENVIRONMENTAL AREAS AND THE SURVEYOR MAKES NO DETERMINATION OF SUCH.

- THIS SURVEY DOES NOT DETERMINE THE "ORDINARY HIGH WATER LINE" OR THE "MEAN HIGH WATER LINE". THE STATE OF FLORIDA MAY OWN OR CLAIM THE OWNERSHIP OF THOSE LANDS LYING BELOW THE "ORDINARY HIGH WATERLINE" OR THE "MEAN HIGH WATER LINE" OR WITHIN ANY WETLAND LIMITS.

- THE SCALE FOR THE MAP/DRAWING SHOWN HEREON IS 1"=100' AND IS INTENDED TO BE DISPLAYED ON A 24"x36" SIZED SHEET. ANY OTHER SHEET SIZE WILL ALTER THE SCALE OF THE DRAWING. COPIES AND REPRODUCTIONS MADE FROM PRINTS WILL/MAY ALTER THE SCALE OF THE DRAWING AS WELL.

BOUNDARY SURVEY



| CURVE  | ARC LENGTH | RADIUS  | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|--------|------------|---------|-------------|---------------|--------------|
| C1 (C) | 1375.82    | 2262.00 | 34°50'57"   | S57°54'53" W  | 1354.71      |
| C1 (M) | 1376.02    | 2262.00 | 34°51'15"   | S57°55'17" W  | 1354.90      |
| C2 (C) | 162.54     | 2262.00 | 4°07'02"    | S38°32'05" W  | 162.51       |
| C2 (M) | 162.57     | 2262.00 | 4°07'04"    | S38°26'13" W  | 162.54       |

Surveyors Certification:

I hereby certify that this survey shown hereon was made in accordance with the "Standards of Practice" for land surveying in the State of Florida Chapter 5J-17-.050 to 0.052 Florida Administrative Code, pursuant to Chapters 177 and 472, Florida Statutes and unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plot or map is for informational purposes only and is not valid.

Ralph A. Nieto PSM No. 6025

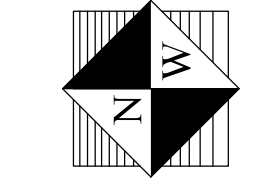
Print Date

PREPARED FOR:  
INTERNATIONAL CHURCH OF THE  
FOURSQUARE GOSPEL  
2200 A D MIMS ROAD, OCOEE, FL 34761

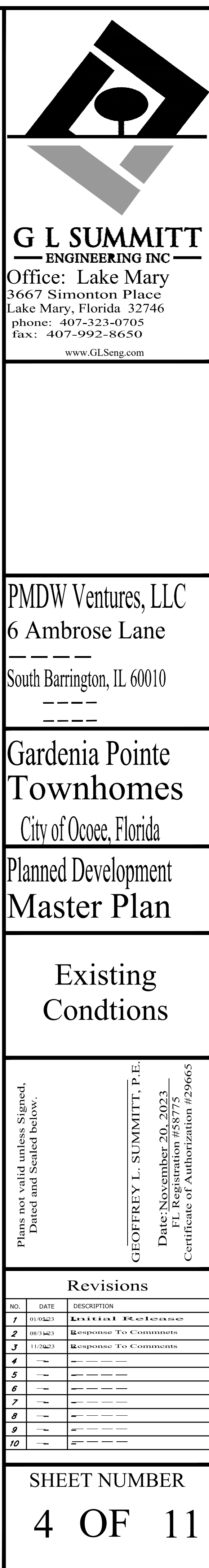
DATE: X/X/X  
ORDER NO.: NW21-114  
DRAWN BY: BPS  
SCALE: 1"=100'  
SHEET: 1 OF 1

| NO. | DATE | REVISIONS |
|-----|------|-----------|
|     |      |           |
|     |      |           |
|     |      |           |
|     |      |           |

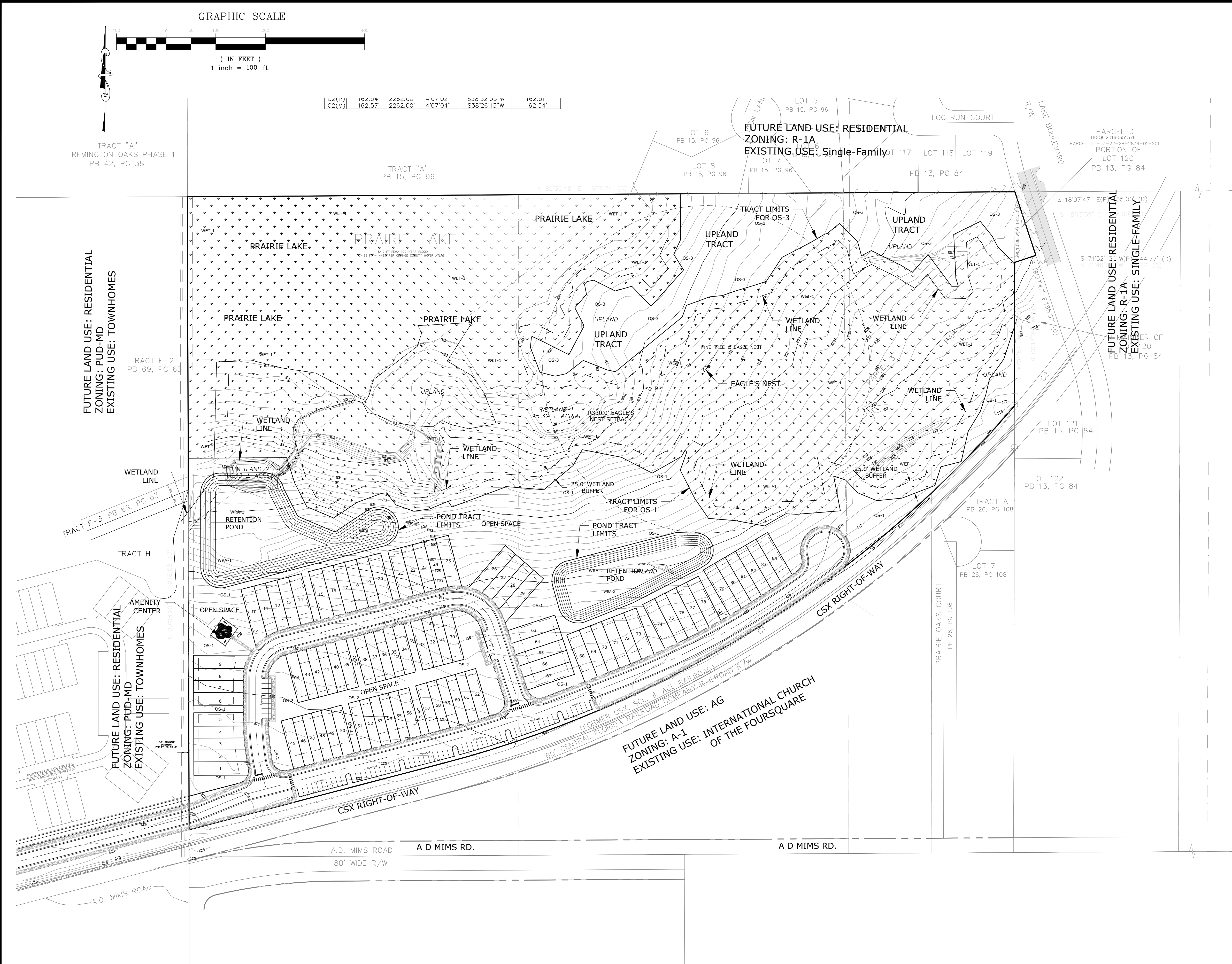
Nieto-Whittaker Surveying LLC  
1728 N. Ronald Reagan Blvd., Longwood, FL 32750  
PH: (407) 636-8460 FAX: (407) 636-8461  
LB No. 7744











**SITE DATA:**

Parcel I.D. #:

09-22-26-1100-0580-0001; 0000

Property FLU:

Low Density Residential

Property Zoning:

A (existing), PD (proposed)

Gross Land Area:

37.37 acres

Wetland Area:

12.87 acres

Prairie Lake:

6.51 acres

Gross Developable Area:

24.50 acres

Net Developable Area:

24.50 acres

Stormwater Management Area:

2.03 acres

Right-of-Way Area:

3.18 acres

Offsite Right-of-Way Dedication:

0.00 acres

Public Open Space Tracts:

8.25 acres

Proposed Residential Units:

84 Single-Family Attached Lots

Net Residential Density:

3.43 dwelling units/Net Developable Acre

Minimum Living Area:

1,400 sqft. (Heated/cooled space)

Maximum Building Height:

Two Stories, 35'

Minimum Lot Width:

20' (Internal Block); 24' (External Block)

Minimum Lot Depth:

N/A

Minimum Lot Size:

2,000 (Attached)

Maximum Lot Coverage:

80%

Minimum Open Space %:

25%

Setbacks:

20' Internal Block Lots:

Front: 25'  
Side: 0.0' (Interior); 3.0' (End-Unit)  
Rear: 17'  
Rear Porch: 7.5'

24' External Block Lots:

Front: 20'  
Side: 0.0' (Interior); 3.0' (End-Unit)  
Rear: 17'  
Rear Porch: 7.5'

Open Space Requirements:

Open Space Required:

24.50ac. \* .25 = 6.13 acres (required)

Open Space Provided:

Tract OS-1: 4.54 acres  
Tract OS-2: .78 acres  
Tract OS-3: 2.93 acres  
Tract WRA-1: 1.25 acres  
Tract WRA-2: 0.78 acres  
Total: 10.28 acres (6.13 required)

Major Street Setbacks:

CSX Railway:

25' (setback from right-of-way line)

Additional Notes:

1. Billboards and pole signs shall be prohibited.

2. There is no proposed 100 yr. Flood Plain encroachment and the property is in Zone 'X' & 'AE' areas inside/outside of the 100 yr. flood plain.

3. A Homeowner's Association will be created for maintenance and ownership of common area tracts as reflected in the tract table.

4. Fire Protection will be provided by City of Ocoee in accordance with the 2018 Florida Fire Prevention Code.

5. The project will be constructed in a single phase.

6. All units will be sprinkled for fire protection purposes.

7. A Minimum of 1.3 acres of active and passive recreation (i.e. playgrounds, athletic fields, other play courts, picnic benches, trails, etc.).

8. In addition to the tot lots the internal sidewalks will be demarcated to show distance to encourage use for exercise.

Off-Street Parking:

Required Parking:

2.0 spaces per Unit (for Single-Family Detached): 84 units x 2.0 spaces/unit = 168

Total Required Parking:

168

Provided Parking:

Guest Parking: 70 spaces  
Units with 1-Space Garage: 33 spaces  
Units with 2-Space Garage: 51 spaces  
Driveway Parking Space: 84 spaces  
Total Parking Provided: 289 spaces

Phasing:

This project is to be developed in one phases.

Traffic:

Single-Family Residential: 84 d.u. \* 9.57 trip/d.u. = 804 A.D.T.

Stormwater Management:

The project will meet the requirements of City of Ocoee Land Development Code and the St. Johns River Water Management District.

School Age Population:

84 d.u. \* .350 children/unit = 29 children

Needed Fire Flow (NFF): (Based on FFPC 2018 7<sup>th</sup> Edition Chapter 18 & Annex I)

Single-Family (less than 5,000 sqft.): 1,000 gpm

Single-Family (more than 5,000 sqft.): Per Table 18.4.5.2.1

Water, Sewer and Solid Waste Demand:

Water Demand:

84 Units \* 350 gallons/day = 29,400 gallons/day

Sewer Demand:

84 Units \* 300 gallons/day = 25,200 gallons/day

Solid Waste Demand:

84 Units \* 2.6 persons/unit \* 4.3 Lb./person/day = 939 Lb./day

| TRACT TABLE |                      |            |                    |                       |
|-------------|----------------------|------------|--------------------|-----------------------|
| TRACT LABEL | TRACT TYPE           | Area (Ac.) | TRACT DEDICATED TO | EASEMENT DEDICATED TO |
| RW-1        | Rights-of-Way        | 3.17       | HOA                |                       |
| OS-1        | Open Space Area      | 4.84       | HOA                |                       |
| OS-2        | Open Space Area      | 0.78       | HOA                |                       |
| OS-3        | Open Space Area      | 2.93       | HOA                |                       |
| WET-1       | Wetland/Water/Buffer | 19.38      | HOA                | City of Ocoee/SJRWMD  |
| WRA-1       | Dry Retention Pond   | 1.25       | HOA                | City of Ocoee         |
| WRA-2       | Dry Retention Pond   | 0.78       | HOA                | City of Ocoee         |

**G L SUMMITT**  
ENGINEERING INC.

Office: Lake Mary  
3667 Simonton Place  
Lake Mary, Florida 32746  
phone: 407-323-0705  
fax: 407-992-8650  
www.GLSeng.com

PMDW Ventures, LLC  
6 Ambrose Lane  
South Barrington, IL 60010

Gardenia Pointe  
Townhomes  
City of Ocoee, Florida  
Planned Development  
Master Plan

Overall Site  
Plan

Plans not valid unless Signed,  
Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.

Date: November 20, 2023  
FL Registration #58775  
Certificate of Authorization #29665

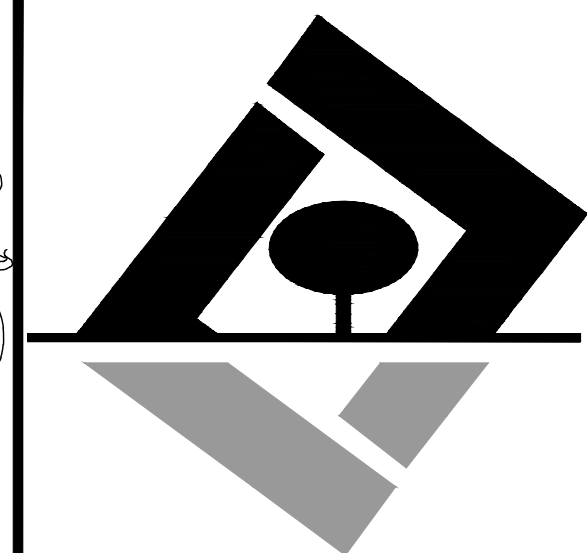
| Revisions |          |                      |
|-----------|----------|----------------------|
| NO.       | DATE     | DESCRIPTION          |
| 1         | 01/04/23 | Initial Release      |
| 2         | 08/31/23 | Response To Comments |
| 3         | 11/20/23 | Response To Comments |
| 4         | -        | -                    |
| 5         | -        | -                    |
| 6         | -        | -                    |
| 7         | -        | -                    |
| 8         | -        | -                    |
| 9         | -        | -                    |
| 10        | -        | -                    |

SHEET NUMBER

5 OF 11

Page 739 of 774





**Office: Lake Mary**  
3667 Simonton Place  
Lake Mary, Florida 32746  
phone: 407-323-0705  
fax: 407-992-8650  
[www.GLSeng.com](http://www.GLSeng.com)

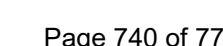
# Gardenia Pointe Townhomes

City of Ocoee, Florida

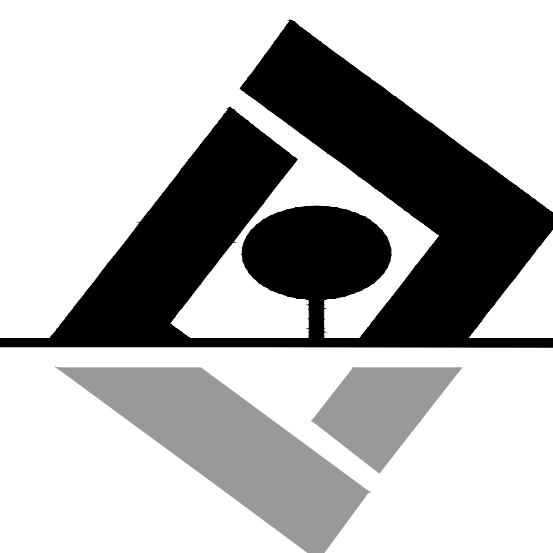
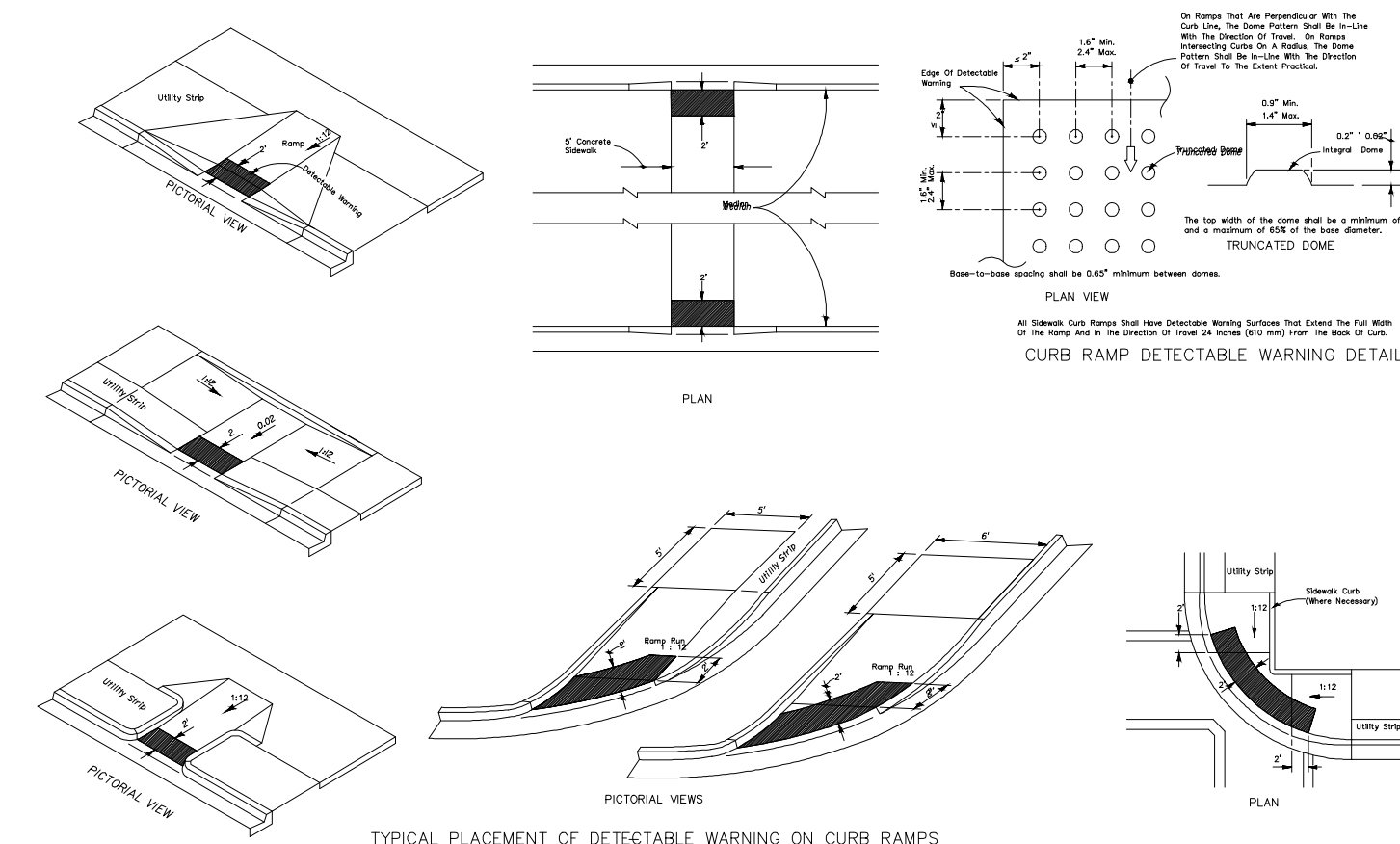
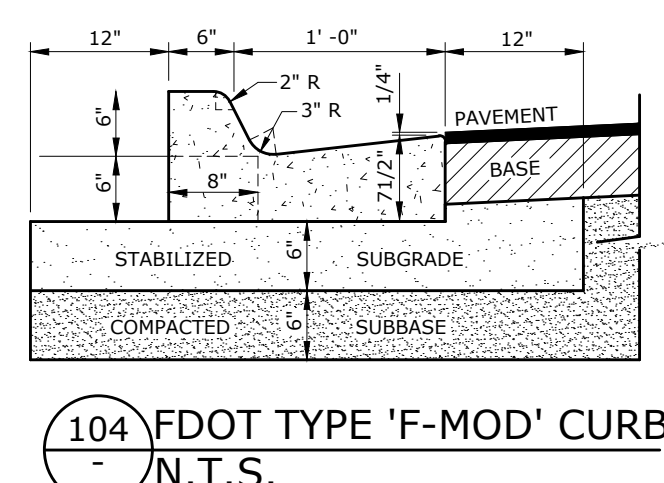
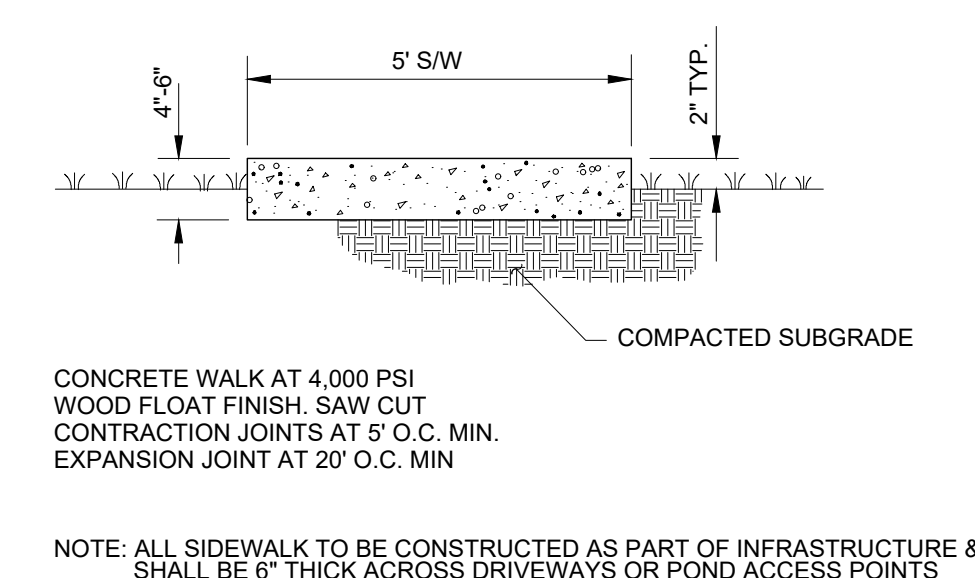
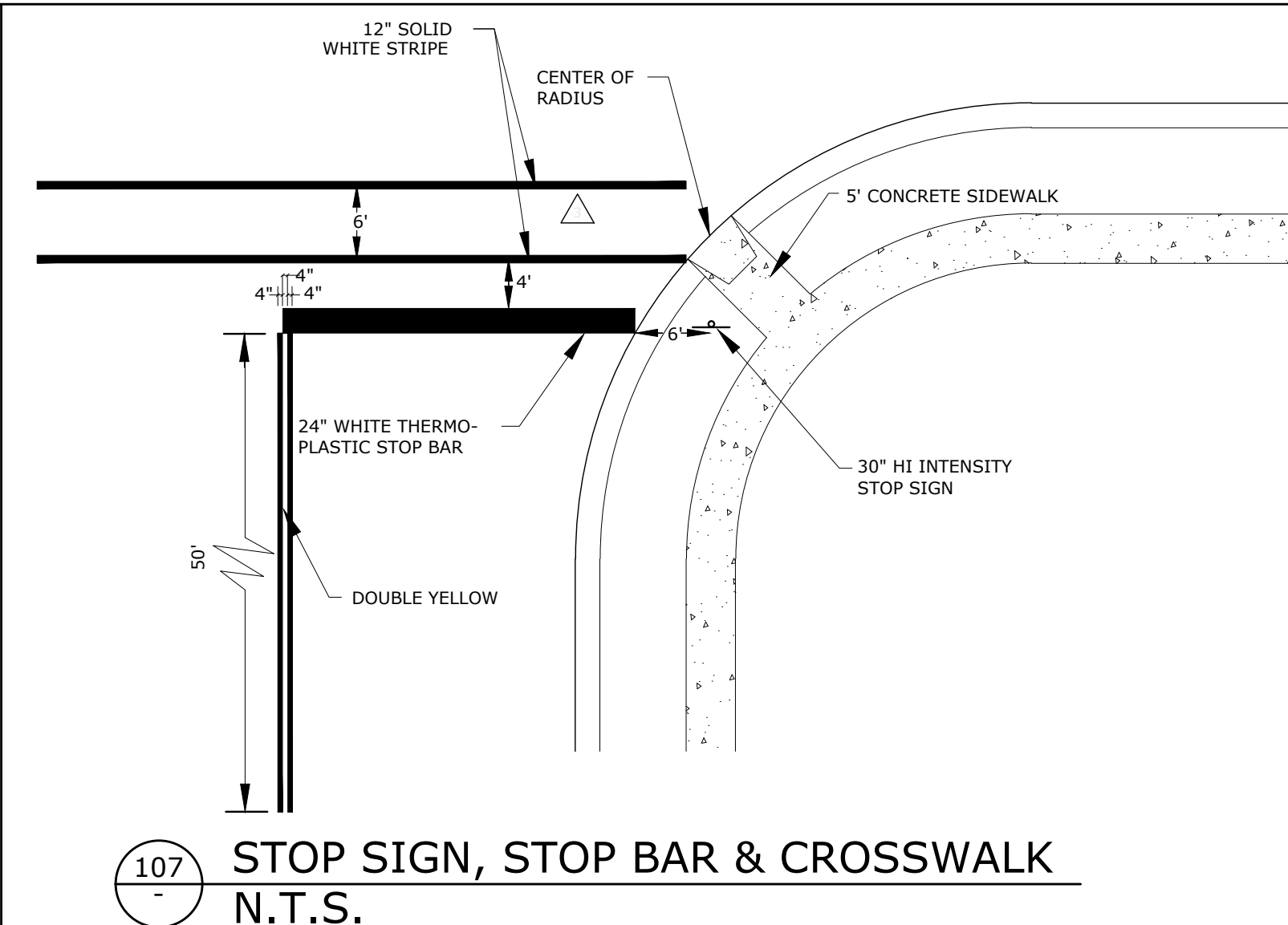
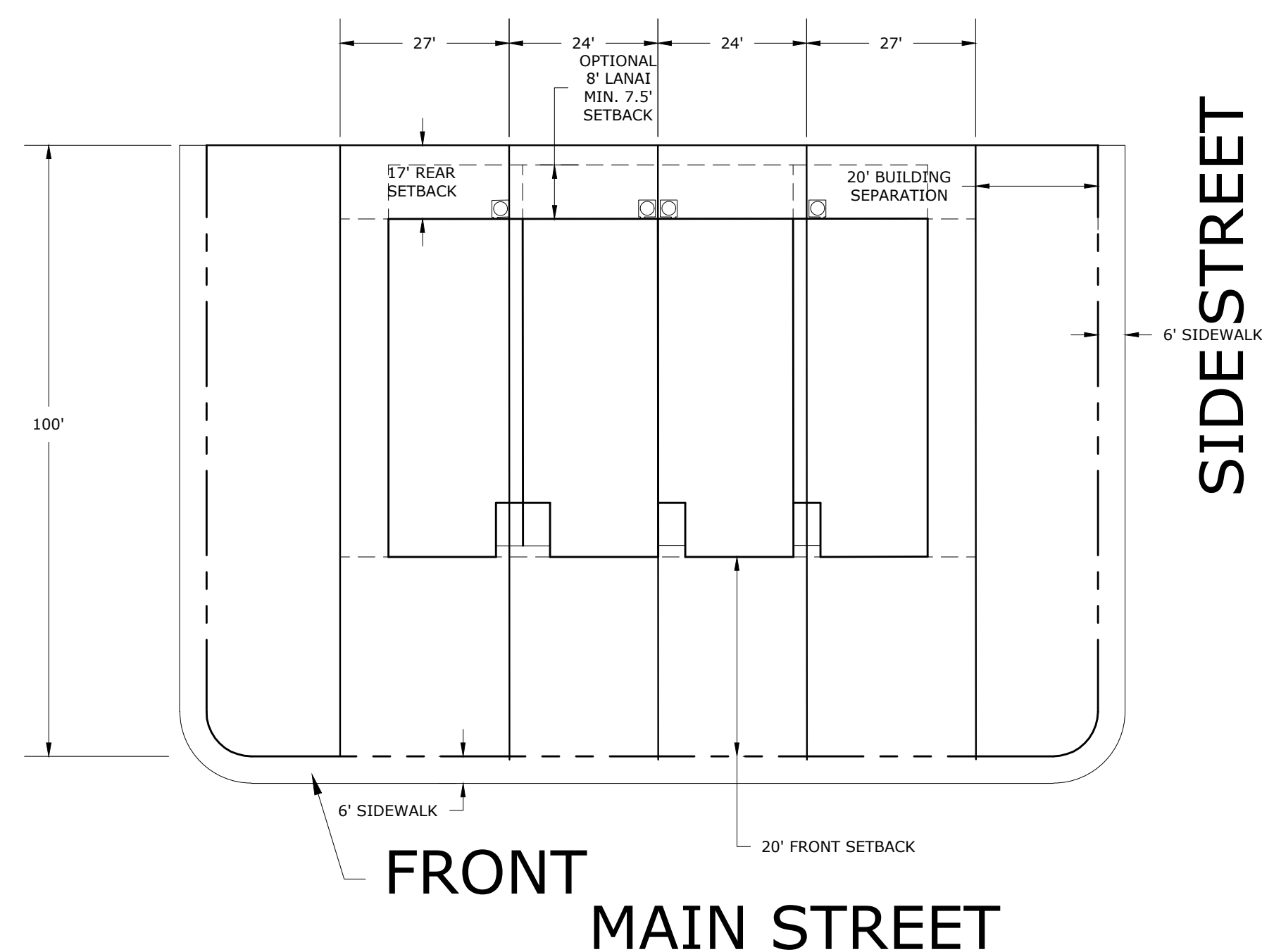
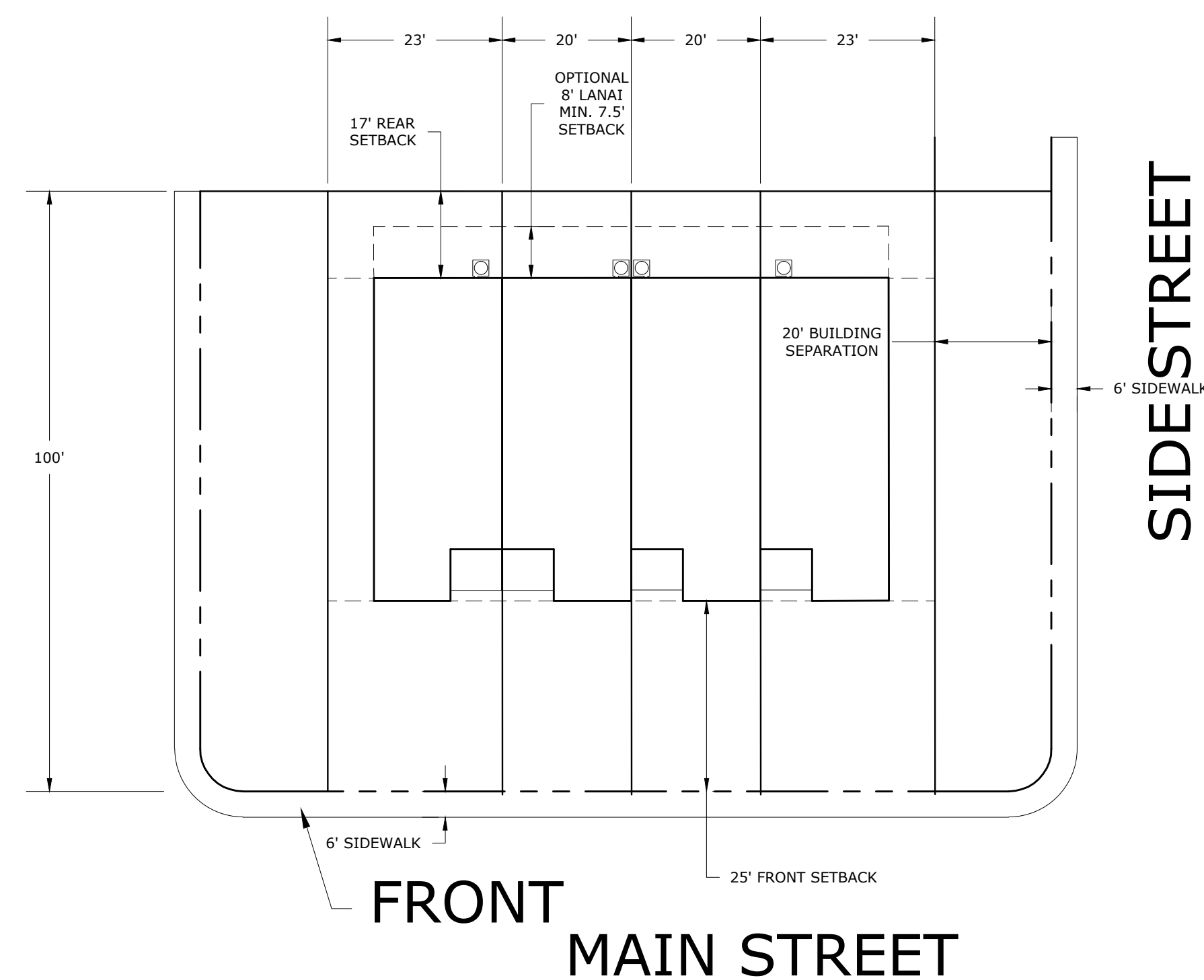
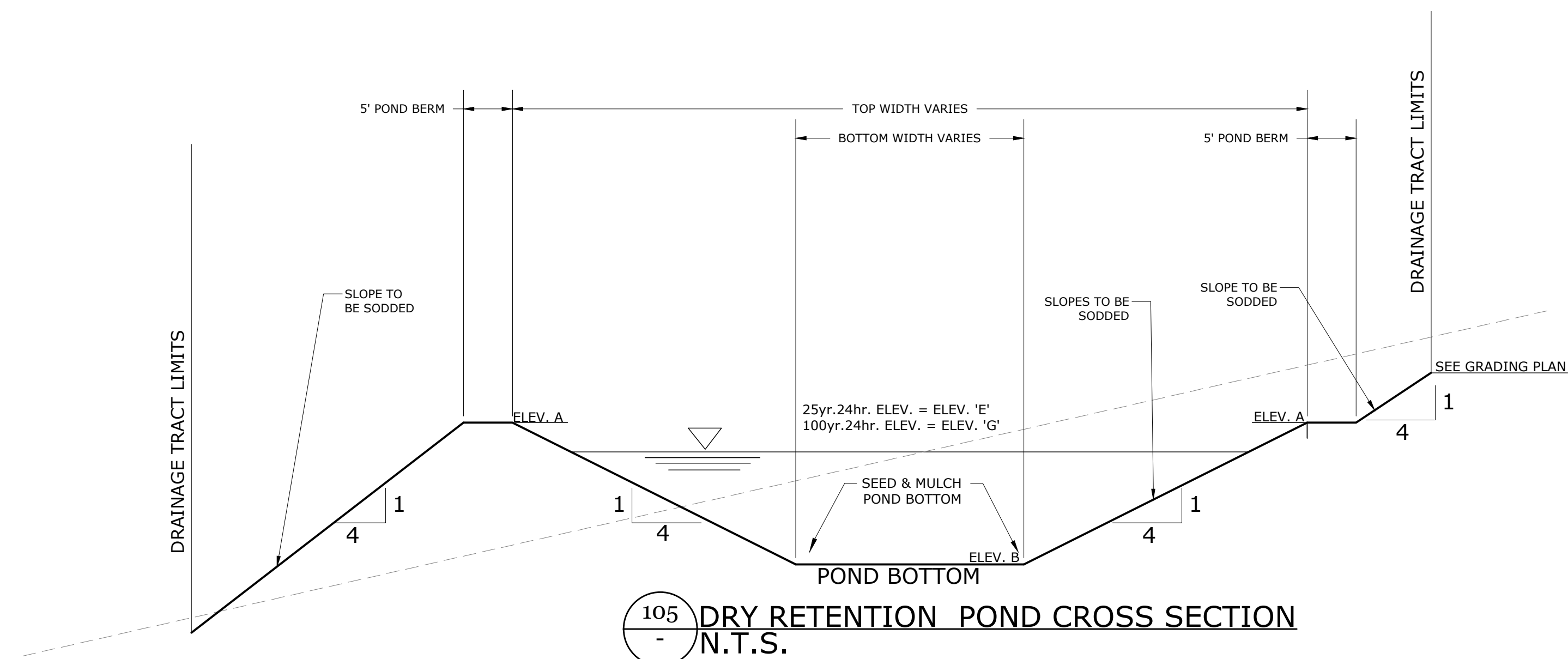
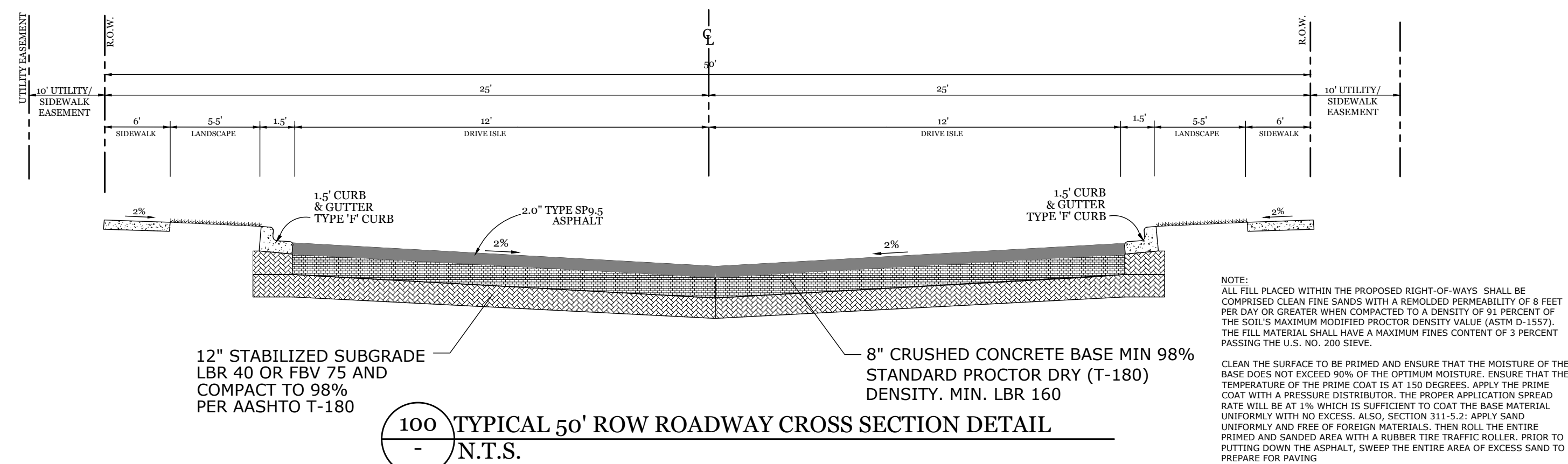
# Ocoee Vista Parkway Extension

| Revisions |          |                             |
|-----------|----------|-----------------------------|
| NO.       | DATE     | DESCRIPTION                 |
| <u>1</u>  | 01/05/23 | <b>Initial Release</b>      |
| <u>2</u>  | 08/3/23  | <b>Response To Comments</b> |
| <u>3</u>  | 11/26/23 | <b>Response To Comments</b> |
| <u>4</u>  | ---      | ---                         |
| <u>5</u>  | ---      | ---                         |
| <u>6</u>  | ---      | ---                         |
| <u>7</u>  | ---      | ---                         |
| <u>8</u>  | ---      | ---                         |
| <u>9</u>  | ---      | ---                         |
| <u>10</u> | ---      | ---                         |

SHEET NUMBER  
6 OF 11







**GL SUMMITT**  
— ENGINEERING INC —  
Office: Lake Mary  
3667 Simonton Place  
Lake Mary, Florida 32746  
phone: 407-323-0705  
fax: 407-992-8650  
[www.GLSeng.com](http://www.GLSeng.com)

PMDW Ventures, LLC  
6 Ambrose Lane  
— — — —  
South Barrington, IL 60010

# Gardenia Pointe Townhomes

City of Ocoee, Florida

# Planned Development Master Plan

## General Details

Plans not valid unless Signed,  
Dated and Sealed below.

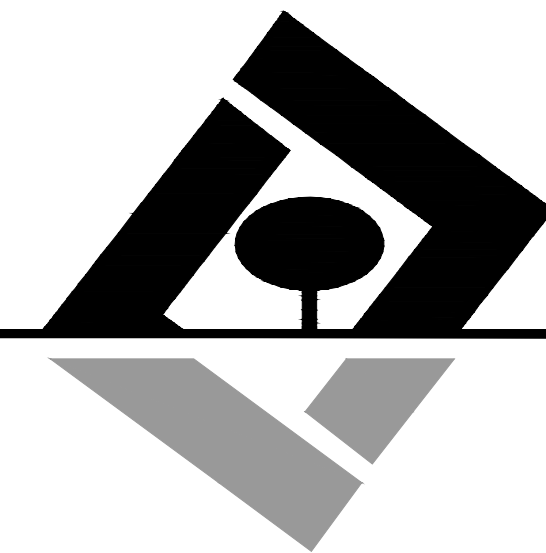
\_\_\_\_\_  
GEOFFREY L. SUMMITT, P.E.

Date: November 20, 2023  
FL Registration #58775  
Certificate of Authorization #29665

| Revisions |            |                             |
|-----------|------------|-----------------------------|
| NO.       | DATE       | DESCRIPTION                 |
| <b>1</b>  | 01/05/2013 | <b>Initial Release</b>      |
| <b>2</b>  | 08/03/2013 | <b>Response To Comments</b> |
| <b>3</b>  | 11/20/2013 | <b>Response To Comments</b> |
| <b>4</b>  | 11/27/2013 | _____                       |
| <b>5</b>  | 12/03/2013 | _____                       |
| <b>6</b>  | 12/03/2013 | _____                       |
| <b>7</b>  | 12/03/2013 | _____                       |
| <b>8</b>  | 12/03/2013 | _____                       |
| <b>9</b>  | 12/03/2013 | _____                       |
| <b>10</b> | 12/03/2013 | _____                       |

SHEET NUMBER  
7 OF 11





**G L SUMMITT**  
—ENGINEERING INC—

Office: Lake Mary  
3667 Simonton Place  
Lake Mary, Florida 32746  
phone: 407-323-0705  
fax: 407-992-8650

www.GLSeng.com

PMDW Ventures, LLC  
6 Ambrose Lane

South Barrington, IL 60010

Gardenia Pointe  
Townhomes  
City of Ocoee, Florida

Planned Development  
Master Plan

Architectural  
Elevations 1

Plans not valid unless Signed,  
Dated and Sealed below.

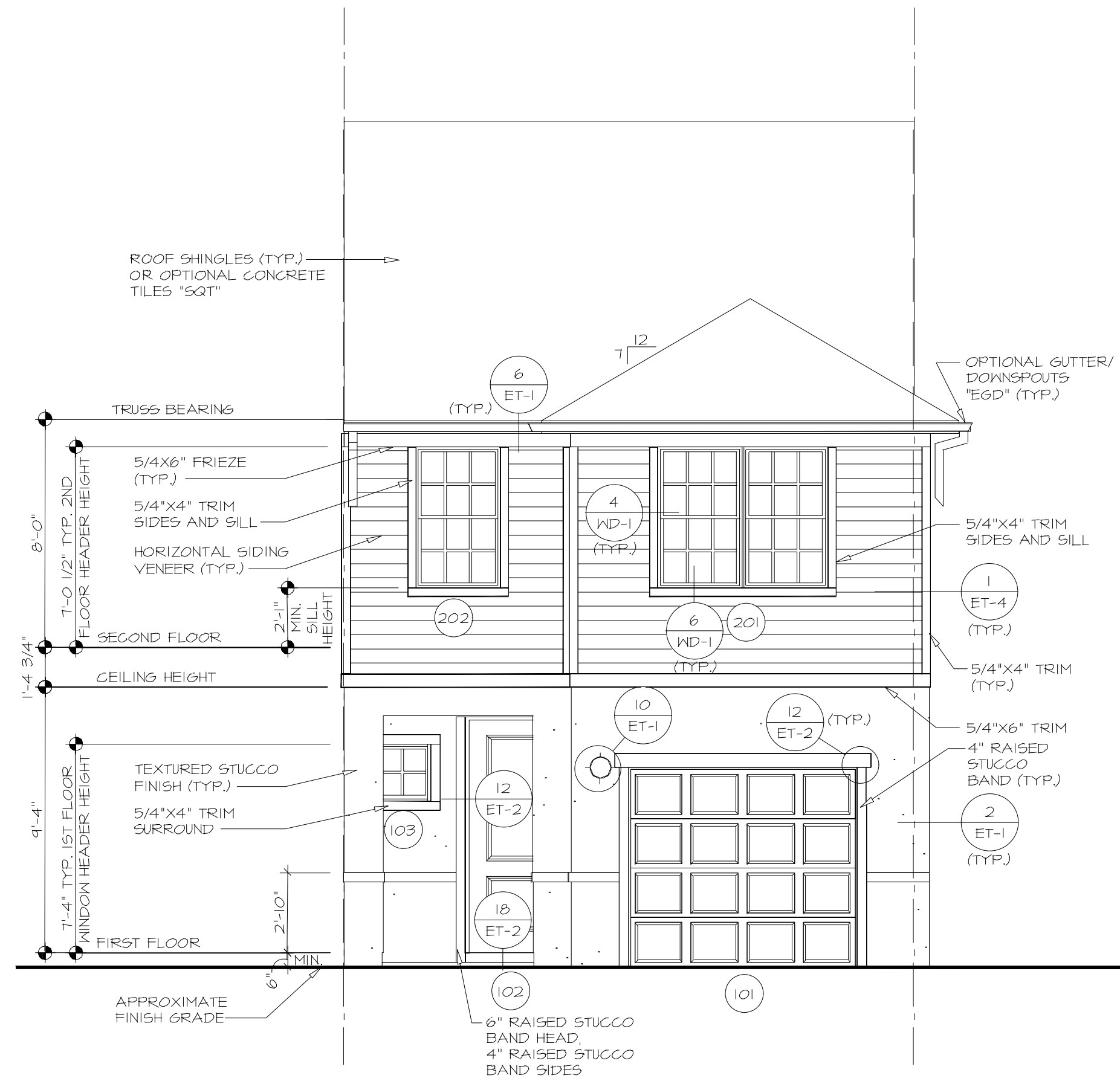
\_\_\_\_\_  
GEOFFREY L. SUMMITT, P.E.  
Date: November 20, 2023  
FL Registration #58775  
Certificate of Authorization #29665

Revisions

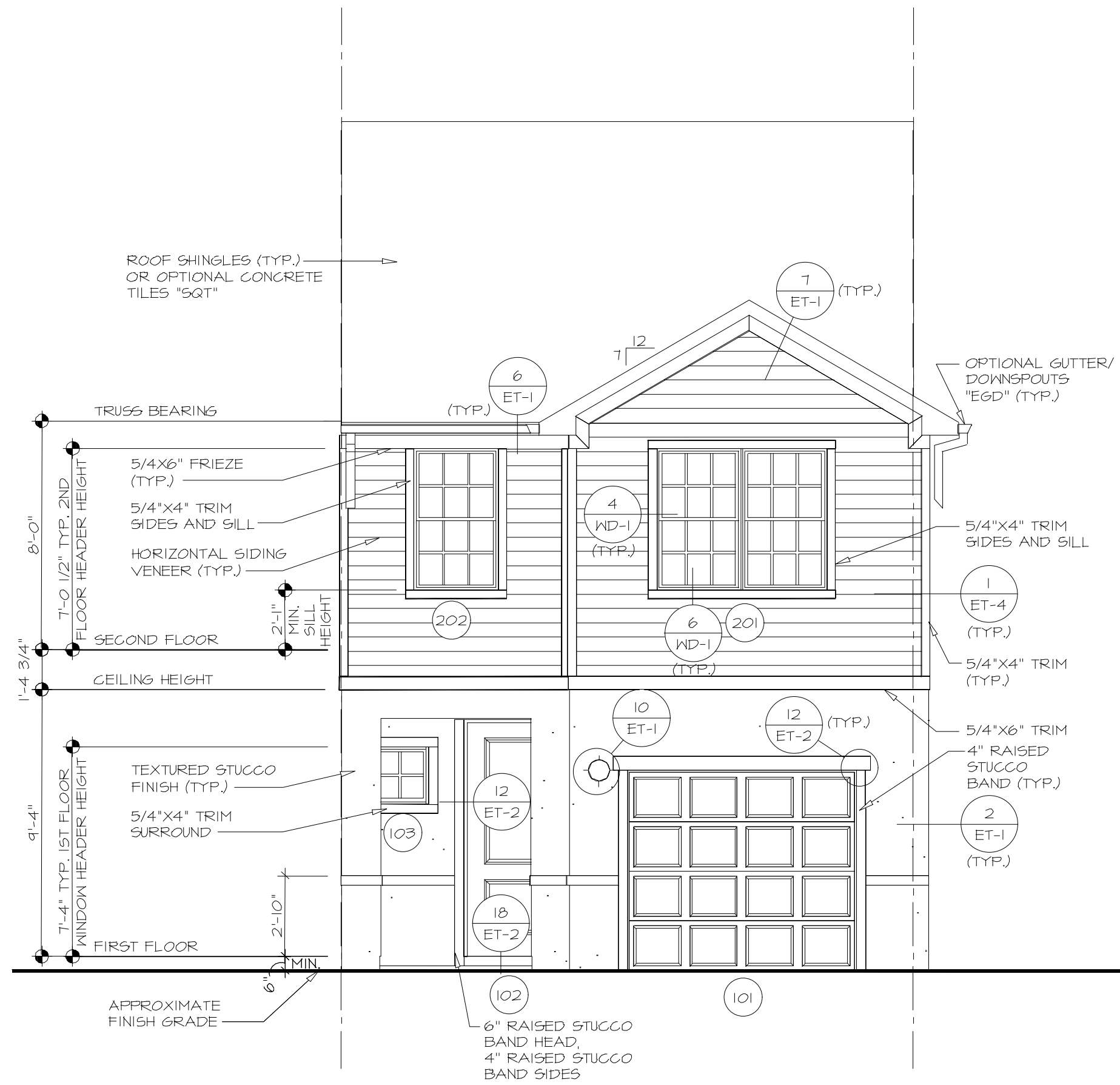
| NO. | DATE     | DESCRIPTION          |
|-----|----------|----------------------|
| 1   | 01/05/23 | Initial Release      |
| 2   | 08/31/23 | Response To Comments |
| 3   | 11/20/23 | Response To Comments |
| 4   |          |                      |
| 5   |          |                      |
| 6   |          |                      |
| 7   |          |                      |
| 8   |          |                      |
| 9   |          |                      |
| 10  |          |                      |

SHEET NUMBER

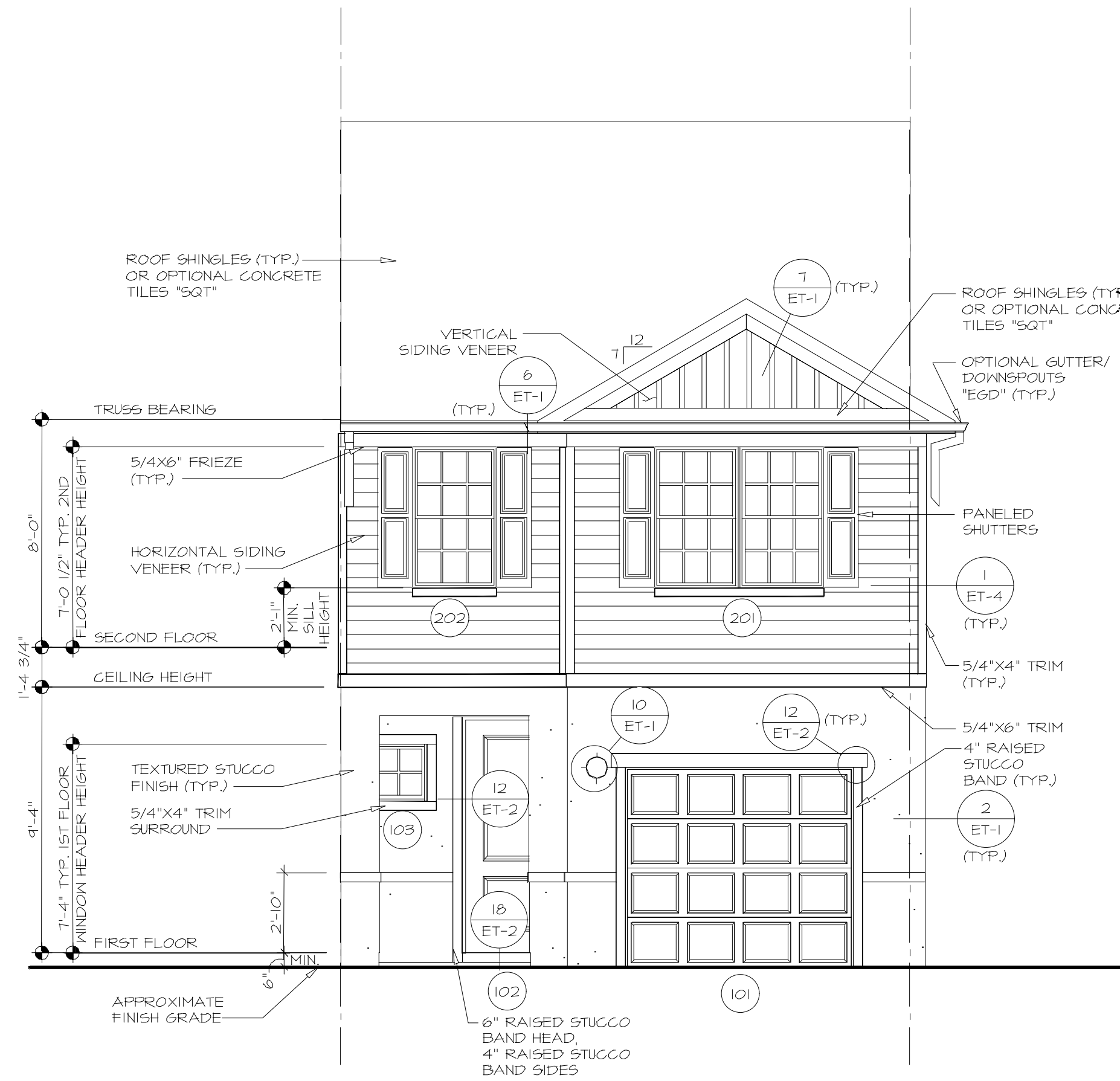
8 OF 11



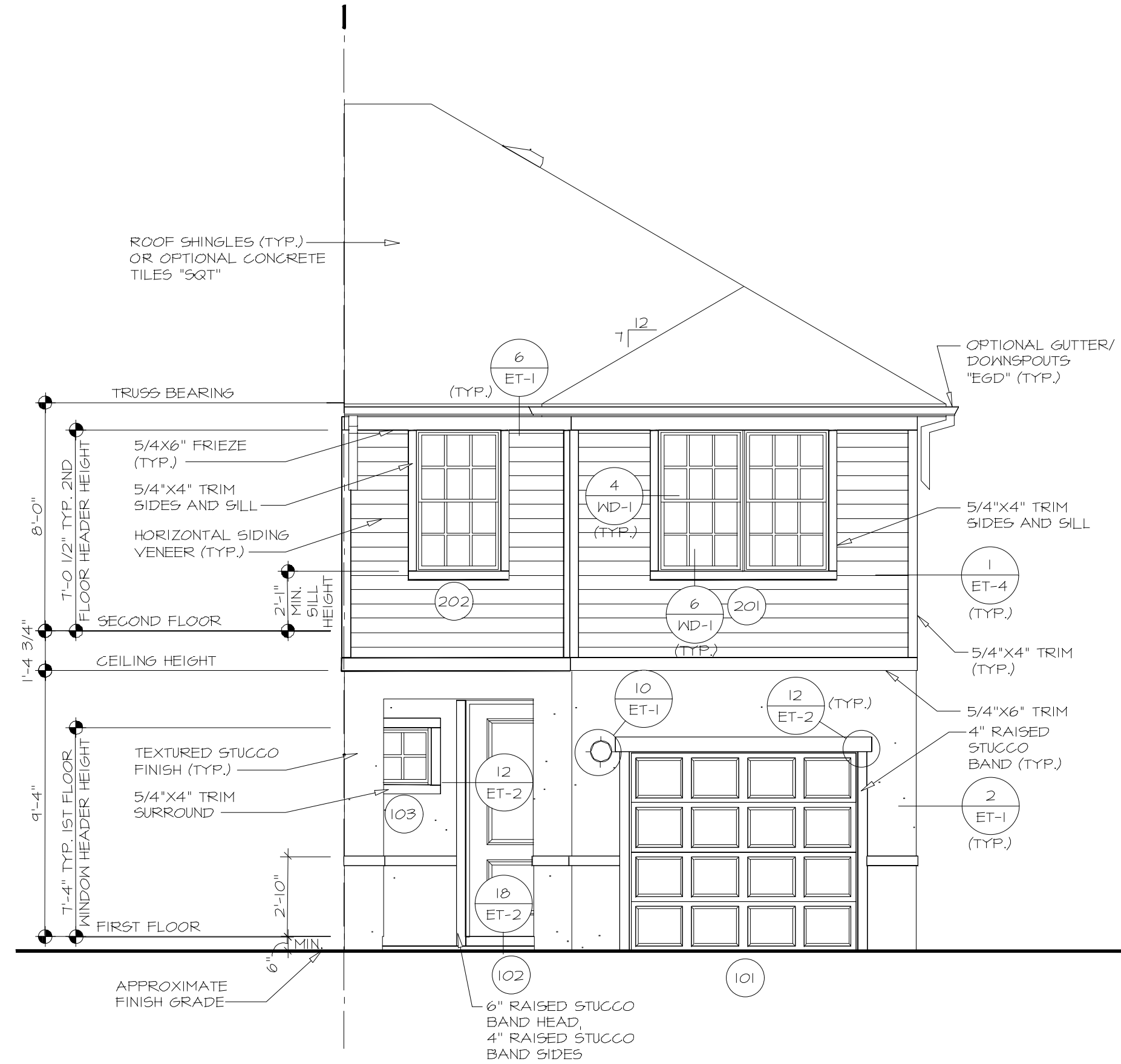
1 FRONT ELEVATION "A"  
A-1 SCALE: 1/4" = 1'-0" INTERIOR UNIT "SAO"



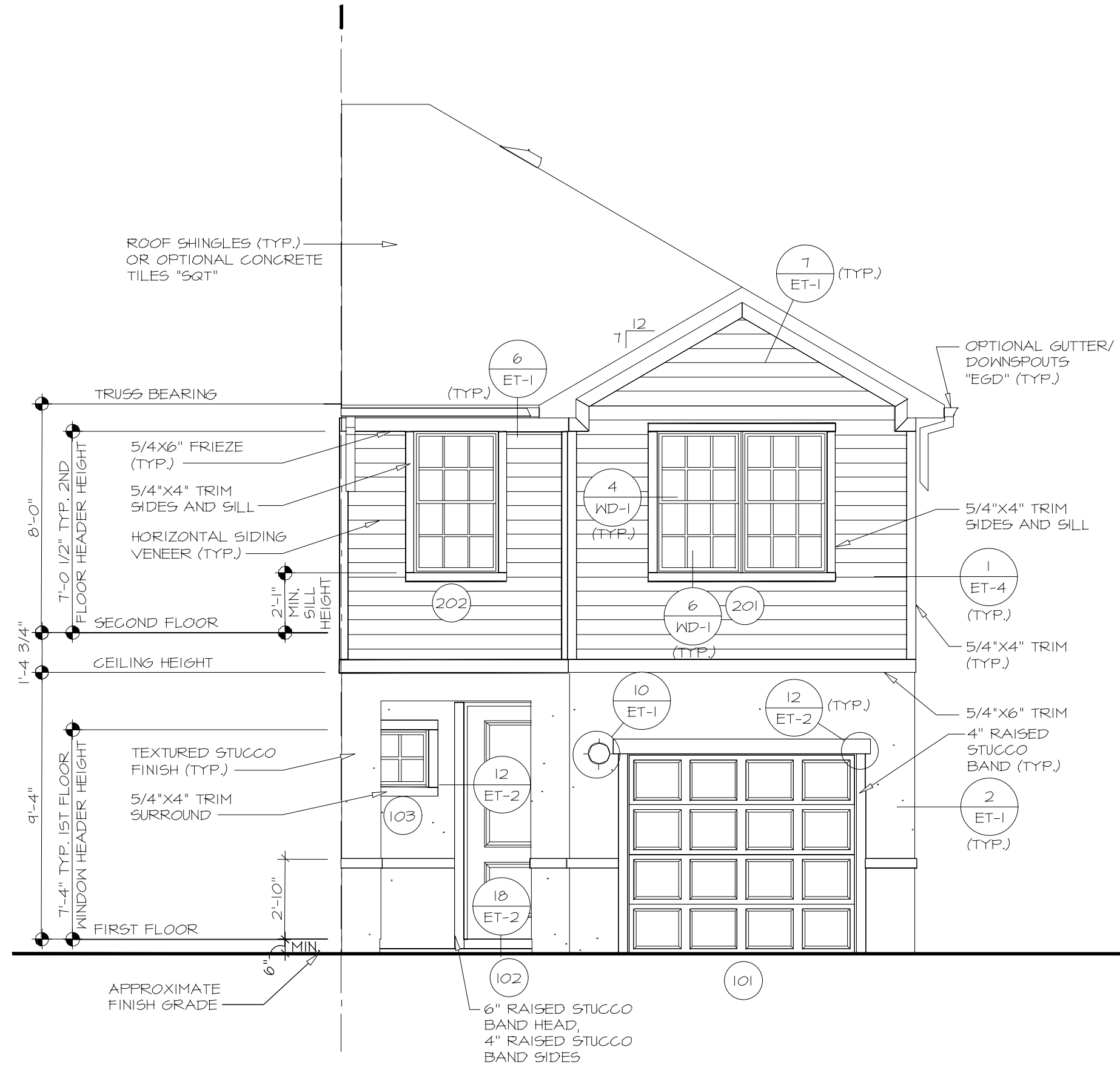
2 FRONT ELEVATION "B"  
A-1 SCALE: 1/4" = 1'-0" INTERIOR UNIT "SAO"



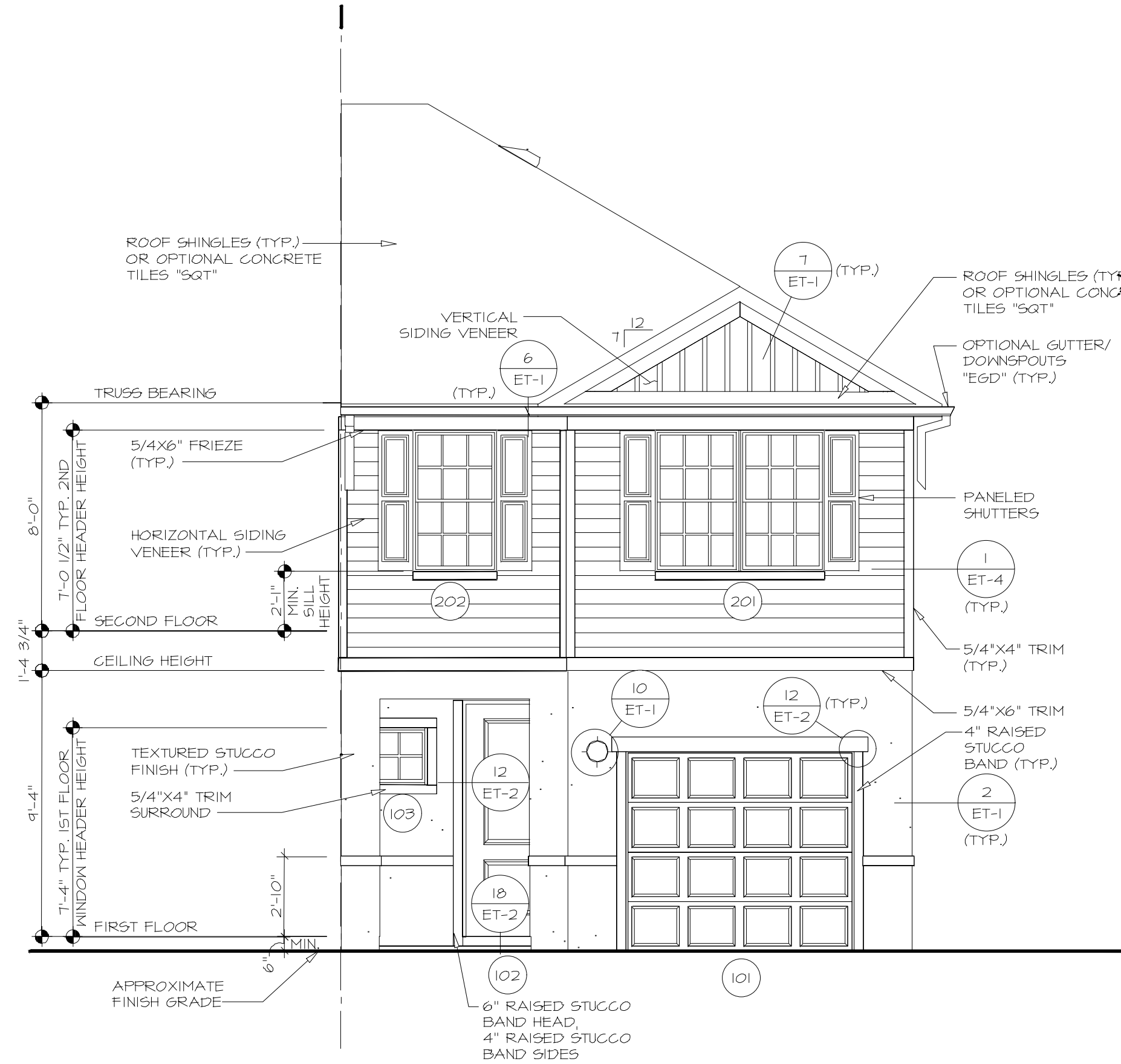
3 FRONT ELEVATION "C"  
A-1 SCALE: 1/4" = 1'-0" INTERIOR UNIT "SAO"



4 FRONT ELEVATION "A"  
A-1 SCALE: 1/4" = 1'-0" END UNIT "SAE"



5 FRONT ELEVATION "B"  
A-1 SCALE: 1/4" = 1'-0" END UNIT "SAE"



6 FRONT ELEVATION "C"  
A-1 SCALE: 1/4" = 1'-0" END UNIT "SAE"





1 2 - UNIT BUILDING  
B-2 SCALE: 1/8" = 1'-0" MPTA2



2 2 - UNIT BUILDING  
B-2 SCALE: 1/8" = 1'-0" MPTB2



3 2 - UNIT BUILDING  
B-2 SCALE: 1/8" = 1'-0" MPTC2



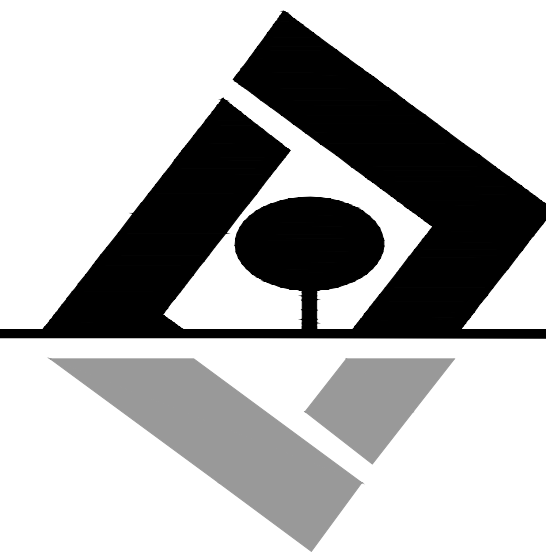
4 3 - UNIT BUILDING  
B-2 SCALE: 1/8" = 1'-0" MPTO3



5 4 - UNIT BUILDING  
B-2 SCALE: 1/8" = 1'-0" MPTO4



6 5 - UNIT BUILDING  
B-2 SCALE: 1/8" = 1'-0" MPTO5



G L SUMMITT  
ENGINEERING INC

Office: Lake Mary  
3667 Simonton Place  
Lake Mary, Florida 32746  
phone: 407-323-0705  
fax: 407-992-8650  
www.GLSeng.com

PMDW Ventures, LLC  
6 Ambrose Lane  
South Barrington, IL 60010

Gardenia Pointe  
Townhomes  
City of Ocoee, Florida

Planned Development  
Master Plan

Architectural  
Elevations 2

Plans not valid unless Signed,  
Dated and Sealed below.

\_\_\_\_\_  
GEOFFREY L. SUMMITT, P.E.  
Date: November 20, 2023  
FL Registration #58775  
Certificate of Authorization #29665

| Revisions |          |                      |
|-----------|----------|----------------------|
| NO.       | DATE     | DESCRIPTION          |
| 1         | 01/04/23 | Initial Release      |
| 2         | 08/14/23 | Response To Comments |
| 3         | 11/20/23 | Response To Comments |
| 4         |          |                      |
| 5         |          |                      |
| 6         |          |                      |
| 7         |          |                      |
| 8         |          |                      |
| 9         |          |                      |
| 10        |          |                      |

SHEET NUMBER

9 OF 11





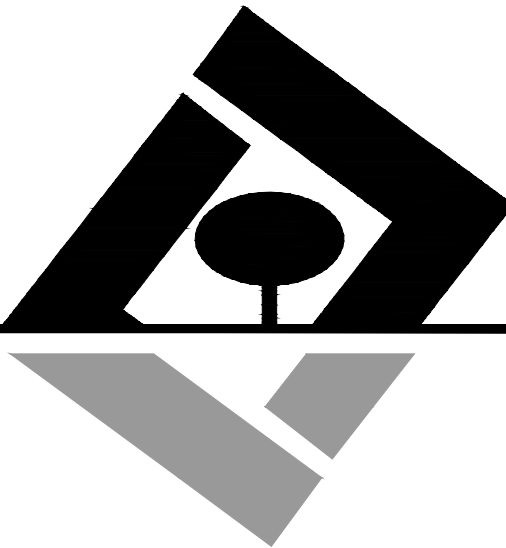
1  
B-3  
6 - UNIT BUILDING  
SCALE: 1/8" = 1'-0"  
MPT06



2  
B-3  
7 - UNIT BUILDING  
SCALE: 1/8" = 1'-0"  
MPT07



3  
B-3  
8 - UNIT BUILDING  
SCALE: 1/8" = 1'-0"  
MPT08



**G L SUMMITT**  
ENGINEERING INC.

Office: Lake Mary  
3667 Simonton Place  
Lake Mary, Florida 32746  
phone: 407-323-0705  
fax: 407-992-8650  
www.GLSeng.com

PMDW Ventures, LLC  
6 Ambrose Lane  
South Barrington, IL 60010

Gardenia Pointe  
Townhomes  
City of Ocoee, Florida

Planned Development  
Master Plan

Architectural  
Elevations 3

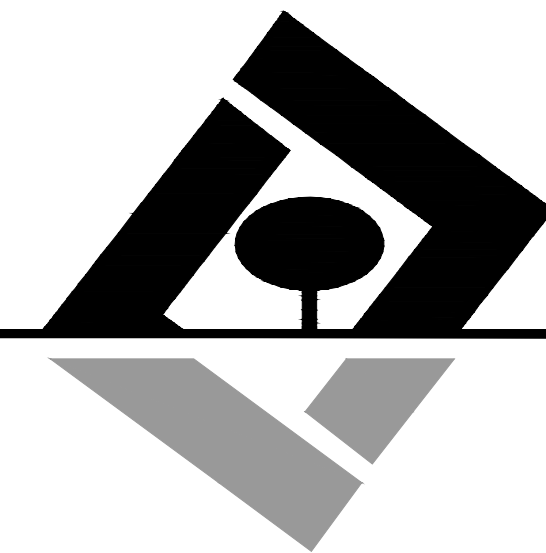
Plans not valid unless Signed,  
Dated and Sealed below.

\_\_\_\_\_  
GEOFFREY L. SUMMITT, P.E.  
Date: November 20, 2023  
FL Registration #58775  
Certificate of Authorization #29665

| Revisions |          |                      |
|-----------|----------|----------------------|
| NO.       | DATE     | DESCRIPTION          |
| 1         | 01/04/23 | Initial Release      |
| 2         | 08/04/23 | Response To Comments |
| 3         | 11/20/23 | Response To Comments |
| 4         |          |                      |
| 5         |          |                      |
| 6         |          |                      |
| 7         |          |                      |
| 8         |          |                      |
| 9         |          |                      |
| 10        |          |                      |

SHEET NUMBER  
10 OF 11





G L SUMMITT  
ENGINEERING INC.

Office: Lake Mary  
3667 Simonton Place  
Lake Mary, Florida 32746  
phone: 407-323-0705  
fax: 407-992-8650  
www.GLSeng.com

PMDW Ventures, LLC  
6 Ambrose Lane

South Barrington, IL 60010

Gardenia Pointe  
Townhomes  
City of Ocoee, Florida  
Planned Development  
Master Plan

Architectural  
Elevations 4

Plans not valid unless Signed,  
Dated and Sealed below.

GEORGE L. SUMMITT, P.E.  
Date: November 20, 2023  
FL Registration #58775  
Certificate of Authorization #29665

| Revisions |          |                      |
|-----------|----------|----------------------|
| NO.       | DATE     | DESCRIPTION          |
| 1         | 01/05/23 | Initial Release      |
| 2         | 08/14/23 | Response To Comments |
| 3         | 11/20/23 | Response To Comments |
| 4         |          |                      |
| 5         |          |                      |
| 6         |          |                      |
| 7         |          |                      |
| 8         |          |                      |
| 9         |          |                      |
| 10        |          |                      |

SHEET NUMBER

11 OF 11

STANDARD BUILDING CONFIGURATION



**ORDINANCE NO. 2024-  
(Rezoning Ordinance for Gardenia Pointe)**

**TAX PARCEL ID: 10-22-28-0000-00-003,  
10-22-28-0000-00-011, 10-22-28-0000-00-128  
and 03-22-28-2834-01-201**

**CASE NO. RZ-23-02-02: Gardenia Pointe**

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM UNCLASSIFIED AND R-1A (SINGLE FAMILY DWELLING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 37.37 ACRES LOCATED ON THE NORTH SIDE OF THE FCEN RAILROAD TRACKS AT THE TERMINUS OF THE UNIMPROVED OCOEE VISTA PARKWAY RIGHT-OF-WAY AND ASSIGNED PARCEL IDENTIFICATION NUMBERS 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128 AND 03-22-28-2834-01-201; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; 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 37.37 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Unclassified and R-1A to PUD; 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 February 13, 2024, 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 April 16, 2024, 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 37.37 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Unclassified and R-1A to PUD. 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.** This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

**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 \_\_\_\_\_, 2024.

**ATTEST:**

**APPROVED:  
CITY OF OCOEE, FLORIDA**

\_\_\_\_\_  
Melanie Sibbitt, City Clerk

\_\_\_\_\_  
Rusty Johnson, Mayor

(SEAL)

ADVERTISED \_\_\_\_\_, 2024  
READ FIRST TIME \_\_\_\_\_, 2024.  
READ SECOND TIME AND ADOPTED  
\_\_\_\_\_, 2024.  
UNDER AGENDA ITEM NO. \_\_\_\_\_

**FOR USE AND RELIANCE ONLY BY THE  
CITY OF OCOEE, FLORIDA; APPROVED AS  
TO FORM AND LEGALITY**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FISHBACK DOMINICK**

By: \_\_\_\_\_  
City Attorney

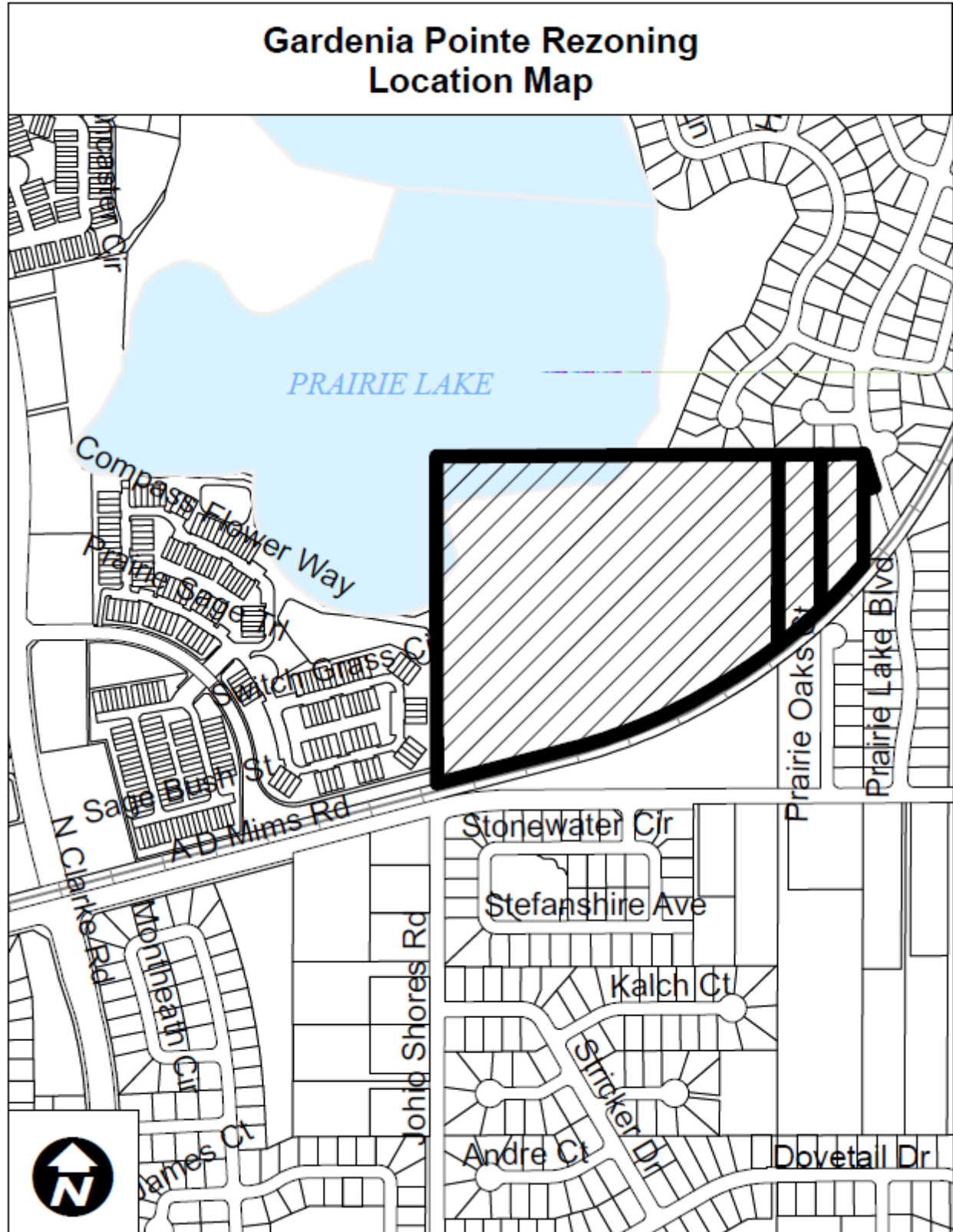


**EXHIBIT "A"**

LEGAL DESCRIPTION

1. PARCEL ID NO.: 10-22-28-0000-00-003  
SW1/4 OF NW1/4 (LESS THAT PART LYING S OF ACL RR) OF SEC 10-22-28
2. PARCEL ID NO.: 10-22-28-0000-00-011  
W1/8 OF SE1/4 OF NW1/4 LYING N OF SEABOARD COASTLINE R/R & FLORIDA CENTRAL R/R IN SEC 10-22-28
3. PARCEL ID NO.: 10-22-28-0000-00-128  
E1/2 OF W1/4 OF SE1/4 OF NW1/4 LYING N OF SCL RR IN SEC 10-22-28
4. PARCEL ID NO.: 03-22-28-2834-01-201  
FOREST OAKS UNIT 1 13/84 BEG AT N COR OF LOT 120 TH S 18 DEG E 135 FT S 71 DEG W 44.77 FT N 142.33 FT TO POB

EXHIBIT "B"



Serial Number  
24-01175W

# WEST ORANGE Times

West Orange Times  
Published Weekly  
Winter Garden , Orange County, Florida

COUNTY OF ORANGE

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the West Orange Times a weekly newspaper published at Winter Garden , Orange County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Public Hearing on April 16, 2024  
Gardenia Pointe Rezoning

in the Court, was published in said newspaper by print in the  
issues of 4/4/2024

Affiant further says that the West Orange Times complies with all legal requirements for publication in chapter 50, Florida Statutes.

\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.



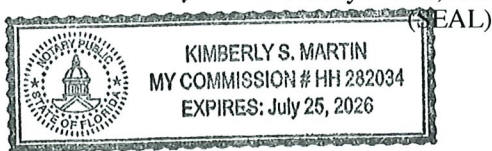
Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

4th day of April, 2024 A.D.

by Lindsey Padgett who is personally known to me.

  
Notary Public, State of Florida



CITY OF OCOEE  
NOTICE OF PUBLIC HEARING TO  
CONSIDER THE GARDENIA POINTE  
REZONING FROM UNCLASSIFIED DISTRICT & R-1A (SINGLE FAMILY  
DWELLING) DISTRICT TO PUD (PLANNED UNIT DEVELOPMENT)  
DISTRICT

CASE NUMBER: RZ-23-02-02

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-9 and 1-10, Article IV, Section 4-5, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, APRIL 16, 2024, 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 Rezoning from Unclassified District and R-1A (Single Family Dwelling) District to PUD (Planned Unit Development) District for the Gardenia Pointe townhome development. The subject property consists of four (4) parcels assigned Parcel ID #s 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201 and combined totals approximately 37.37 acres. Development of the proposed townhome subdivision will occur on the uplands portion of parcel number 10-22-28-0000-00-003 only and will be accessed via completion of the Ocoee Vista Parkway within the existing City road right-of-way. The property is located on the north side of the FCEN Railroad tracks at the terminus of the unimproved Ocoee Vista Parkway right-of-way.

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM UNCLASSIFIED AND R-1A (SINGLE FAMILY DWELLING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) ON CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 37.37 ACRES LOCATED ON THE NORTH SIDE OF THE FCEN RAILROAD TRACKS AT THE TERMINUS OF THE UNIMPROVED OCOEE VISTA PARKWAY RIGHT-OF-WAY AND ASSIGNED PARCEL IDENTIFICATION NUMBERS 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128 AND 03-22-28-2834-01-201; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; 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, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.  
April 4, 2024 24-01175W



## STAFF REPORT

Meeting Date: April 16, 2024

Item #: 14

Contact Name: Melanie Sibbitt  
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt  
City Manager: Robert Frank

**Subject: Approval of Commission Liaisons to Various Boards. (City Clerk Sibbitt)**

**Background Summary:** Each year the Commission reviews the Liaisons Appointments to various boards and makes changes, if needed. In 2023 the following appointments were made:

|                                                               |                                                                  |
|---------------------------------------------------------------|------------------------------------------------------------------|
| <b>Parks and Recreation Board ***</b>                         | Commissioner Wilsen                                              |
| <b>Citizens Advisory Board for the Police Dept. ***</b>       | Commissioner Kennedy                                             |
| <b>Citizens Advisory Board for the Fire Dept. ***</b>         | Commissioner Firstner                                            |
| <b>Human Relations Diversity Board **</b>                     | Commissioner Hart                                                |
| <b>Personnel Board **</b>                                     | Mayor Johnson                                                    |
| <b>Tri-County League of Cities *</b>                          | Commissioner Wilsen                                              |
| <b>West Orange Airport Authority *</b>                        | Mayor Johnson                                                    |
| <b>W.O. Chamber of Commerce *</b>                             | City Manager Frank                                               |
| <b>Education Incentive Board **</b>                           | Mayor Johnson                                                    |
| <b>MetroPlan Orlando Municipal Advisory Committee (MAC) *</b> | Commissioner Firstner and City Manager Frank as Alternate Member |

\* Required by Organization

\*\* Required by Code or Bylaws

\*\*\* Not required by Code or Bylaws

Since the West Orange Airport Authority is presently inactive, staff is not seeking an appointment at this time. Any potential appointment will be reconsidered at a later time, if necessary.

### Issue:

Should the Honorable Mayor and City Commissioners appoint commission liaisons to the various boards?

**Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners make appointments to the above-listed boards.

**Attachments:**

None

**Financial Impacts:**

None

**Type of Item:** Regular





## STAFF REPORT

Meeting Date: April 16, 2024

Item #: 15

Contact Name: Vincent Ogburn, Vincent Ogburn      Department Director: Vincent Ogburn, Vincent Ogburn  
Contact Number: Ext. 3038, Ext. 3038      City Manager: Robert Frank

**Subject: School Zone Speed Enforcement Camera Program. (Acting Police Chief Ogburn)**

### Background Summary:

In an effort to improve safety and compliance with the traffic laws in areas where children are present during school hours, HB 657 was enacted on July 1, 2023, by Governor Ron DeSantis. On Nov 7, 2023, the City Commission approved the renewal of its red light camera vendor contract with Advanced Traffic Solutions, Inc. (ATS) doing business as Verra Mobility. The contract included the ability to provide school zone speed detection and enforcement via the installation of school zone enforcement cameras on roadways surrounding the schools. If the City Commission wishes to implement the program, or retain the ability to effectively do so in the future, an ordinance would need to be approved by the City Commission. The options to consider are: a) do not move forward with the ordinance, b) ratify the ordinance and allow it to remain an option to consider installing the system in the future, and c) ratify the ordinance and move forward with implementation of the program for one or more school zones. If the City Commission chooses to move forward with the attached ordinance, it would be advertised appropriately and brought before the City Commission for the required readings and hearings.

### Issue:

Should the Honorable Mayor and City Commissioners authorize staff to proceed forward with an ordinance that allows the option to install school zone enforcement cameras in the City of Ocoee?

### Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize bringing forth an ordinance that allows the option to install school zone enforcement cameras in the City of Ocoee.

### Attachments:

1. 2023 Florida Statutes (including Special Session C)
2. Revised Ocoee FL Speed Study Report
3. Ordinance

### Financial Impacts:

Should the City Commission choose to move forward with implementation following ratification of the appropriate ordinance, American Traffic Solutions, Inc., doing business as Verra Mobility, will install the equipment at no cost to the city and repair the equipment as needed during the duration of this agreement.

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761

Phone: (407) 905-3100 ▪ [www.occoee.org](http://www.occoee.org)

**Type of Item:** Regular

Select Year: 2023 ▼ 

## The 2023 Florida Statutes (including Special Session C)

---

### Title XXIII

#### MOTOR VEHICLES

### Chapter 316

#### STATE UNIFORM TRAFFIC CONTROL

### [View Entire Chapter](#)

#### **316.1895 Establishment of school speed zones, enforcement; designation.—**

(1)(a) The Department of Transportation, pursuant to the authority granted under s. [316.0745](#), shall adopt a uniform system of traffic control devices and pedestrian control devices for use on the streets and highways in the state surrounding all schools, public and private.

(b) The Department of Transportation shall compile, publish, and transmit a manual containing all specifications and requirements with respect to the system of devices established pursuant to paragraph (a) to the governing body of each county and municipality in the state, and the Department of Transportation and each county and municipality in the state shall install and maintain such traffic and pedestrian control devices in conformity with such uniform system.

(2) Upon request from the appropriate local government, the Department of Transportation shall install and maintain such traffic and pedestrian control devices on state-maintained roads as prescribed in this section for all prekindergarten early-intervention schools that receive federal funding through the Headstart program.

(3)(a) A school zone located on a state-maintained primary or secondary road shall be maintained by the Department of Transportation. However, nothing herein shall prohibit the Department of Transportation from entering into agreements with counties or municipalities whereby the local governmental entities would maintain specified school zones on state-maintained primary or secondary roads.

(b) The county shall have the responsibility to maintain a school zone located outside of any municipality and on a county road.

(c) A municipality shall have the responsibility to maintain a school zone located in a municipality.

(d) For the purposes of this section, the term “maintained” with respect to any school zone means the care and maintenance of all school zone signs, markers, traffic control devices, and pedestrian control devices.

(4)(a) A school zone maintained by a county shall be periodically inspected by the county sheriff’s office or any other qualified agent to determine whether or not the school zone is being properly maintained.

(b) A school zone maintained by a municipality shall be periodically inspected by the municipal police department or any other qualified agent to determine whether or not the school zone is being properly maintained.

(5) A school zone speed limit may not be less than 15 miles per hour except by local regulation. No school zone speed limit shall be more than 20 miles per hour in an urbanized area, as defined in s. [334.03](#). Such speed limit may be in force only during those times 30 minutes before, during, and 30 minutes after the periods of time when pupils are arriving at a regularly scheduled breakfast program or a regularly scheduled school session and leaving a regularly scheduled school session.

(6) Permanent signs designating school zones and school zone speed limits shall be uniform in size and color, and shall have the times during which the restrictive speed limit is enforced clearly designated thereon. Flashing beacons activated by a time clock, or other automatic device, or manually activated may be used as an alternative to posting the times during which the restrictive school speed limit is enforced. Beginning July 1, 2008, for any newly established school zone or any school zone in which the signing has been replaced, a sign stating “Speeding Fines Doubled” shall be installed within the school zone. The Department of Transportation shall establish adequate standards for the signs and flashing beacons.

(7) Portable signs designating school zones and school zone speed limits shall be uniform in size and color. Such signs shall be erected on the roadway only during those hours when pupils are arriving at and leaving regularly scheduled school sessions. The Department of Transportation shall establish adequate standards for the signs.

(8) Nothing herein shall prohibit the use of automatic traffic control devices for the control of vehicular and pedestrian traffic at school crossings.

(9) All flags, belts, apparel, and devices issued, supplied, or furnished to pupils or persons acting in the capacity of school safety patrols, special school police, or special police appointed to control and direct traffic at or near schools, when used during periods of darkness, shall be made at least in part with retroreflective materials so as to be visible at night at 300 feet to approaching motorists when viewed under lawful low-beam headlights.

(10) A person may not drive a vehicle on a roadway designated as a school zone at a speed greater than that posted in the school zone in accordance with this section. Violation of the speed limits established pursuant to this section must be cited as a moving violation, punishable as provided in chapter 318.

**History.**—s. 1, ch. 71-135; s. 1, ch. 73-161; s. 1, ch. 74-63; s. 1, ch. 74-366; ss. 1, 19, ch. 76-31; s. 2, ch. 76-159; s. 1, ch. 91-124; s. 23, ch. 96-350; s. 137, ch. 99-248; s. 10, ch. 99-385; s. 1, ch. 2003-40; s. 3, ch. 2008-176.

**Note.**—Former s. 316.184.

# SPEED STUDY DEMO SUMMARY

## Ocoee, FL

| Location ID | School                 | Direction | Block                       | Enforcement Times (Start/Stop-AM/PM) | Total Potential Violations | Total During Beacon | Total Between Beacon | Potential Violation % | Traffic During Enforcement | Study Date      |
|-------------|------------------------|-----------|-----------------------------|--------------------------------------|----------------------------|---------------------|----------------------|-----------------------|----------------------------|-----------------|
| 1           | Spring Lake Elementary | 1-NB      | 1508 Wurst Rd               | 8:15 AM - 3:30 PM                    | 24                         | 21                  | 3                    | 0.7%                  | 3,400                      | Nov 27, 28 & 30 |
| 2           | Spring Lake Elementary | 1-SB      | 1401 Wurst Rd               | 8:15 AM - 3:30 PM                    | 88                         | 60                  | 28                   | 2.0%                  | 4,369                      | Nov 27, 28 & 30 |
| 3           | Citrus Elementary      | 1-NB      | 1993 Clarke Rd              | 8:15 AM - 3:30 PM                    | 2,407                      | 2,387               | 20                   | 15.0%                 | 16,031                     | Nov 27, 28 & 30 |
| 4           | Citrus Elementary      | 1-SB      | 58 Clarke Rd                | 8:15 AM - 3:30 PM                    | 2,541                      | 2,527               | 14                   | 13.0%                 | 19,550                     | Nov 27, 28 & 30 |
| 5           | Ocoee Middle school    | 1-NB      | 403 Bluford Ave             | 9:00 AM - 4:34 PM                    | 152                        | 152                 | 0                    | 2.6%                  | 5,833                      | Nov 27, 28 & 30 |
| 6           | Ocoee Middle school    | 1-SB      | 237 Bluford Ave             | 9:00 AM - 4:34 PM                    | 22                         | 19                  | 3                    | 0.4%                  | 5,543                      | Nov 27, 28 & 30 |
| 7           | Orlando Elementary     | 1-EB      | 41 E Orlando Ave            | 8:15 AM - 3:30 PM                    | 123                        | 41                  | 82                   | 2.7%                  | 4,639                      | Nov 27, 28 & 30 |
| 8           | Orlando Elementary     | 1-WB      | 350 E Orlando Ave           | 8:15 AM - 3:30 PM                    | 34                         | 33                  | 1                    | 1.1%                  | 3,023                      | Nov 27, 28 & 30 |
| 9           | Ocoee High             | 1-EB      | 1925 Ocoee Crown Point Pkwy | 6:50 AM - 2:50 PM                    | 619                        | 417                 | 202                  | 17.2%                 | 3,603                      | Nov 27, 28 & 30 |
| 10          | Ocoee High             | 1-WB      | 1964 Ocoee Crown Point Pkwy | 6:50 AM - 2:50 PM                    | 109                        | 94                  | 15                   | 3.2%                  | 3,409                      | Nov 27, 28 & 30 |



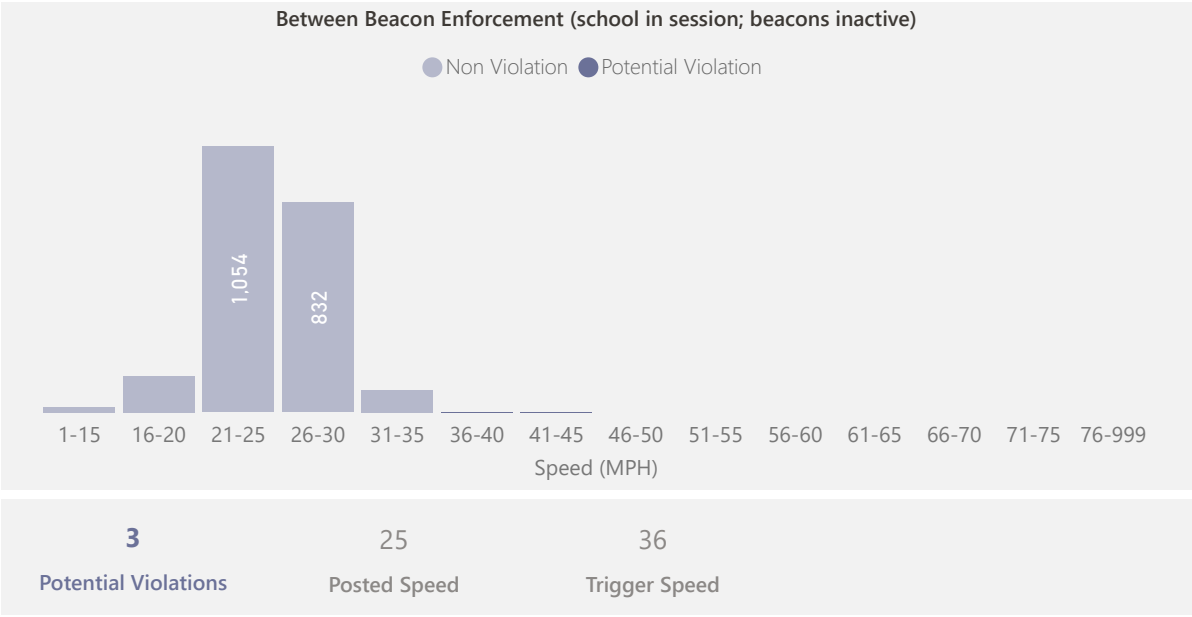
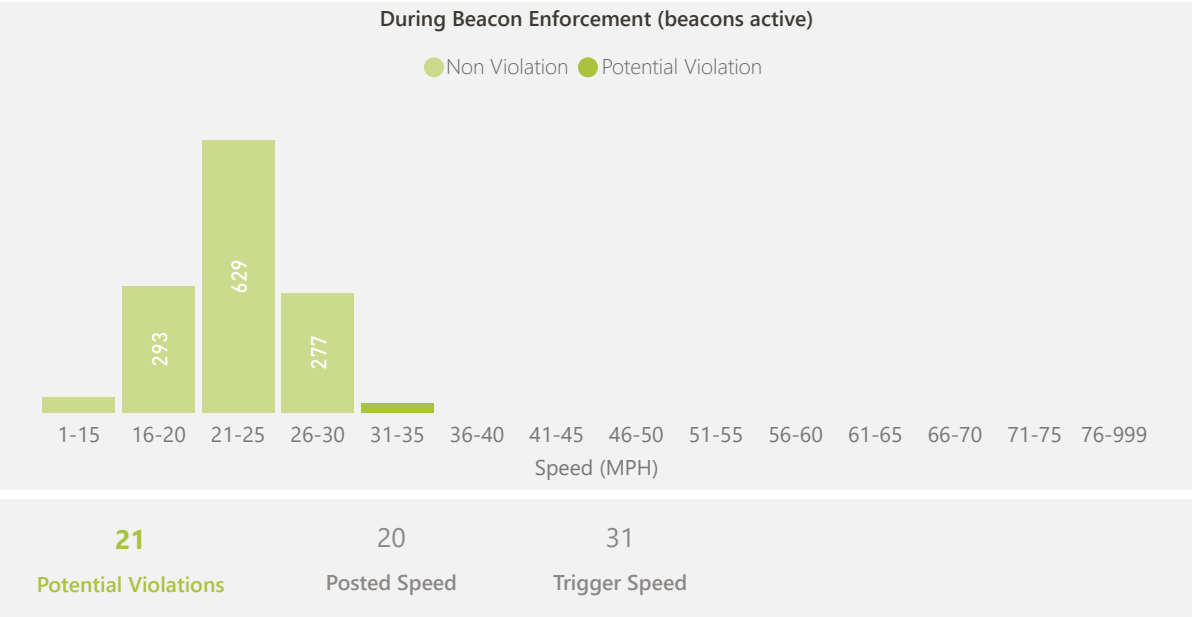
# Spring Lake Elementary

8:15 AM - 3:30 PM  
Enforcement Times (Start/Stop-AM/PM)  
1508 Wurst Rd  
Block  
1-NB  
Direction

Speed Study Recorded Activity, by Enforcement Period

| Enforcement Period |            | Beacon Enforcement |                      | Between Beacon Enforcement |                      |
|--------------------|------------|--------------------|----------------------|----------------------------|----------------------|
| ▲                  | Date       | Traffic            | Potential Violations | Traffic                    | Potential Violations |
|                    | 11/27/2023 | 423                | 4                    | 662                        | 0                    |
|                    | 11/28/2023 | 459                | 6                    | 712                        | 2                    |
|                    | 11/30/2023 | 373                | 11                   | 771                        | 1                    |
|                    | Total      | 1,255              | 21                   | 2,145                      | 3                    |

Recorded Traffic by Speed Bucket



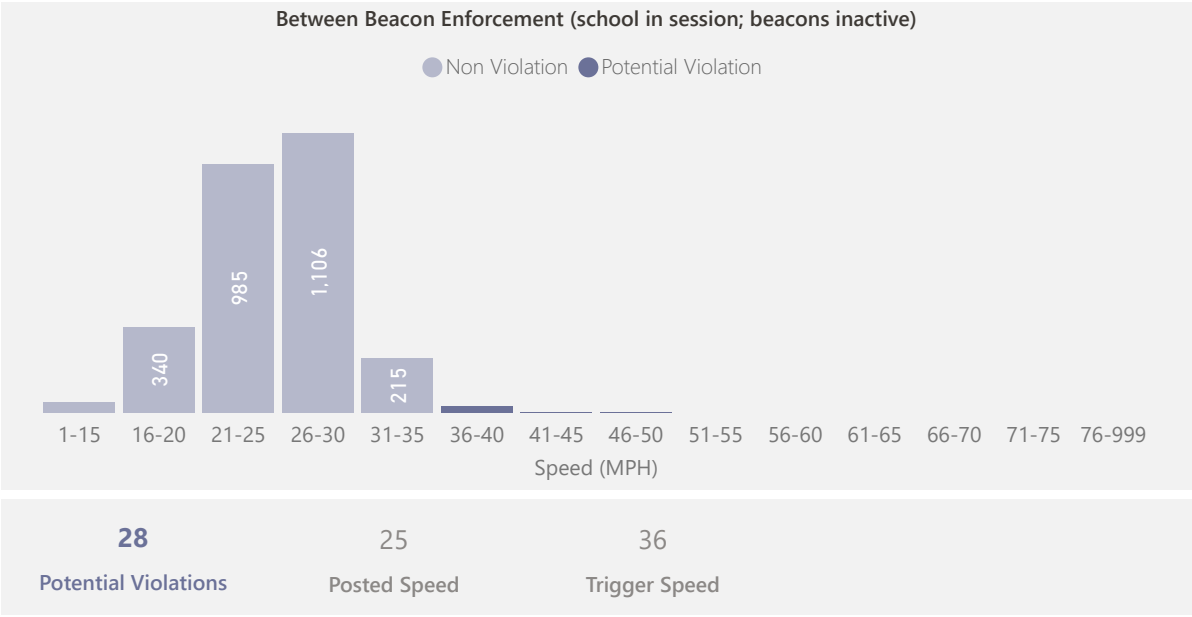
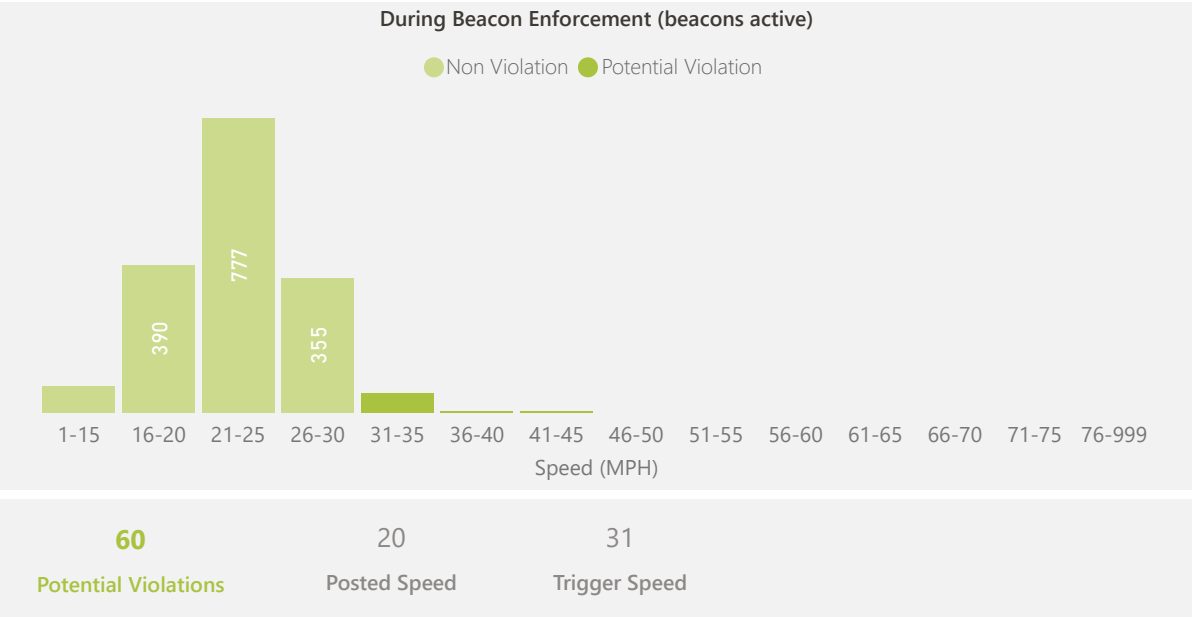
# Spring Lake Elementary

8:15 AM - 3:30 PM  
Enforcement Times (Start/Stop-AM/PM)  
1401 Wurst Rd  
Block  
1-SB  
Direction

Speed Study Recorded Activity, by Enforcement Period

| Enforcement Period |            | Beacon Enforcement |                      | Between Beacon Enforcement |                      |
|--------------------|------------|--------------------|----------------------|----------------------------|----------------------|
| ▲                  | Date       | Traffic            | Potential Violations | Traffic                    | Potential Violations |
|                    | 11/27/2023 | 570                | 18                   | 835                        | 6                    |
|                    | 11/28/2023 | 592                | 18                   | 930                        | 13                   |
|                    | 11/30/2023 | 491                | 24                   | 951                        | 9                    |
|                    | Total      | 1,653              | 60                   | 2,716                      | 28                   |

Recorded Traffic by Speed Bucket



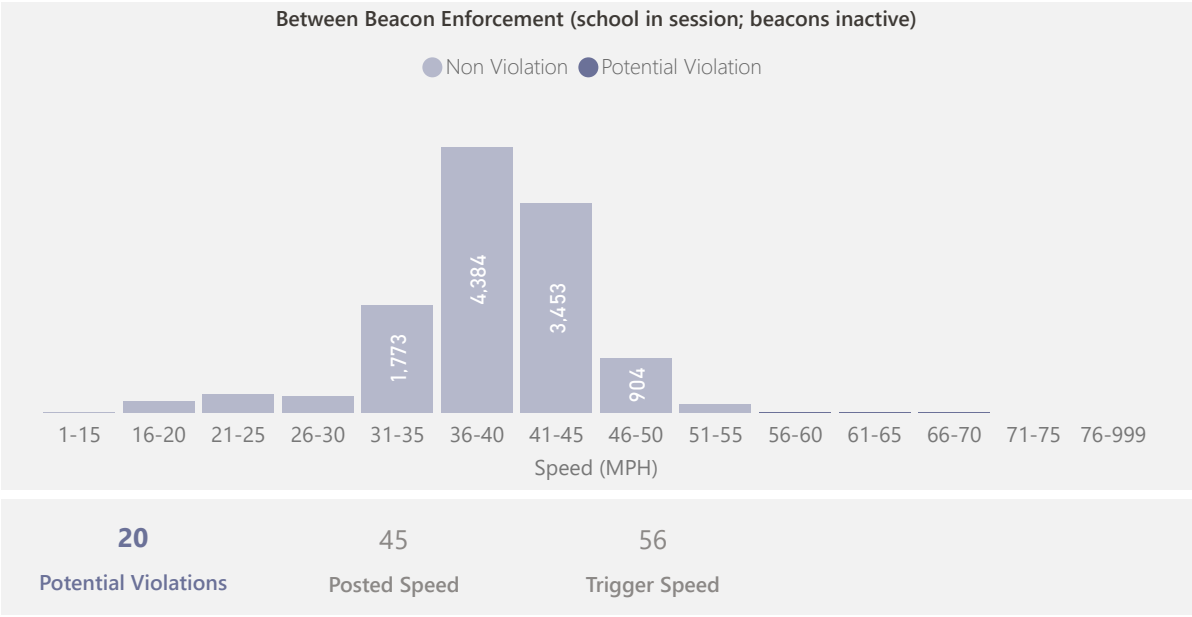
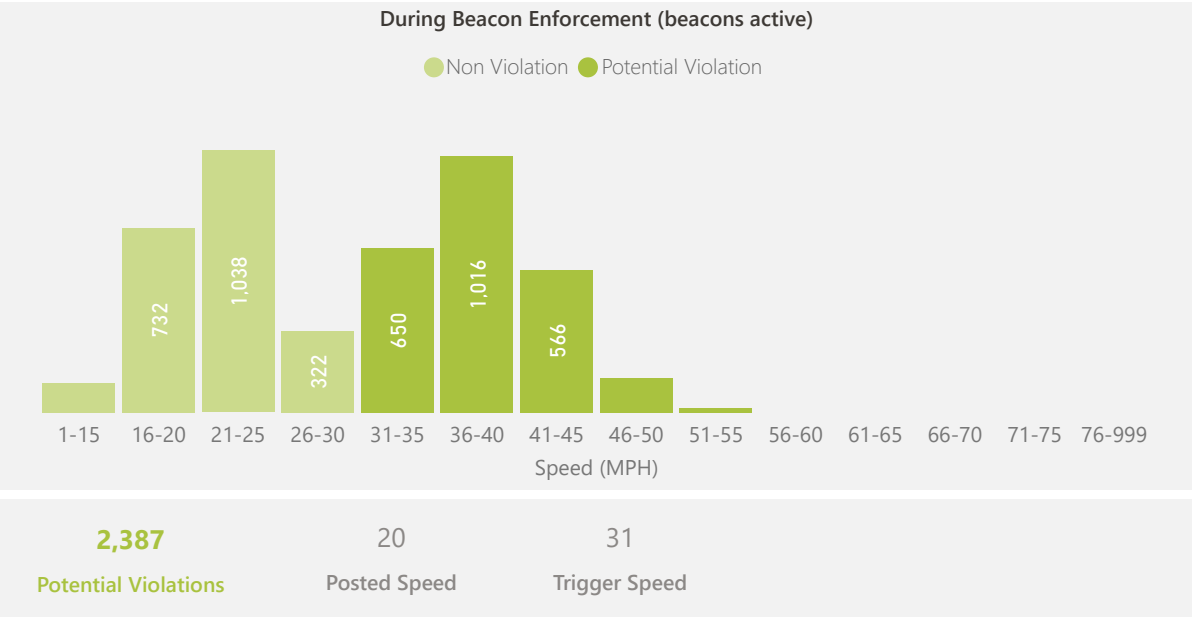
# Citrus Elementary

8:15 AM - 3:30 PM  
Enforcement Times (Start/Stop-AM/PM)  
1993 Clarke Rd  
Block  
1-NB  
Direction

Speed Study Recorded Activity, by Enforcement Period

| Enforcement Period |            | Beacon Enforcement |                      | Between Beacon Enforcement |                      |
|--------------------|------------|--------------------|----------------------|----------------------------|----------------------|
| ▲                  | Date       | Traffic            | Potential Violations | Traffic                    | Potential Violations |
|                    | 11/27/2023 | 1,470              | 586                  | 3,752                      | 10                   |
|                    | 11/28/2023 | 1,542              | 615                  | 3,891                      | 7                    |
|                    | 11/30/2023 | 1,583              | 1,186                | 3,793                      | 3                    |
|                    | Total      | 4,595              | 2,387                | 11,436                     | 20                   |

Recorded Traffic by Speed Bucket



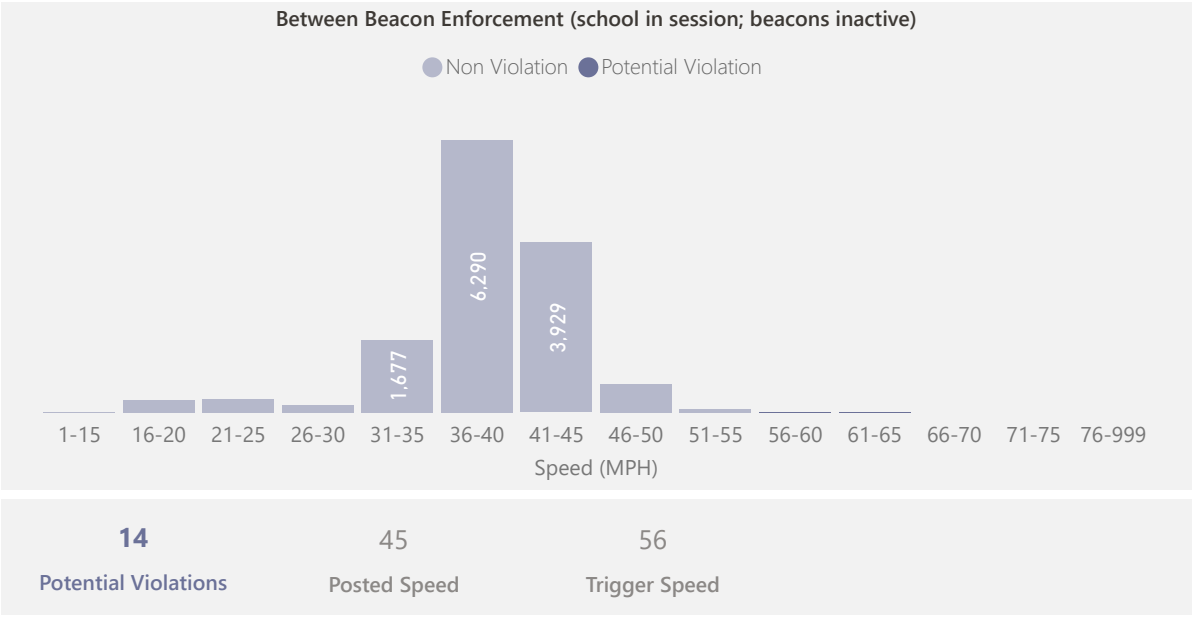
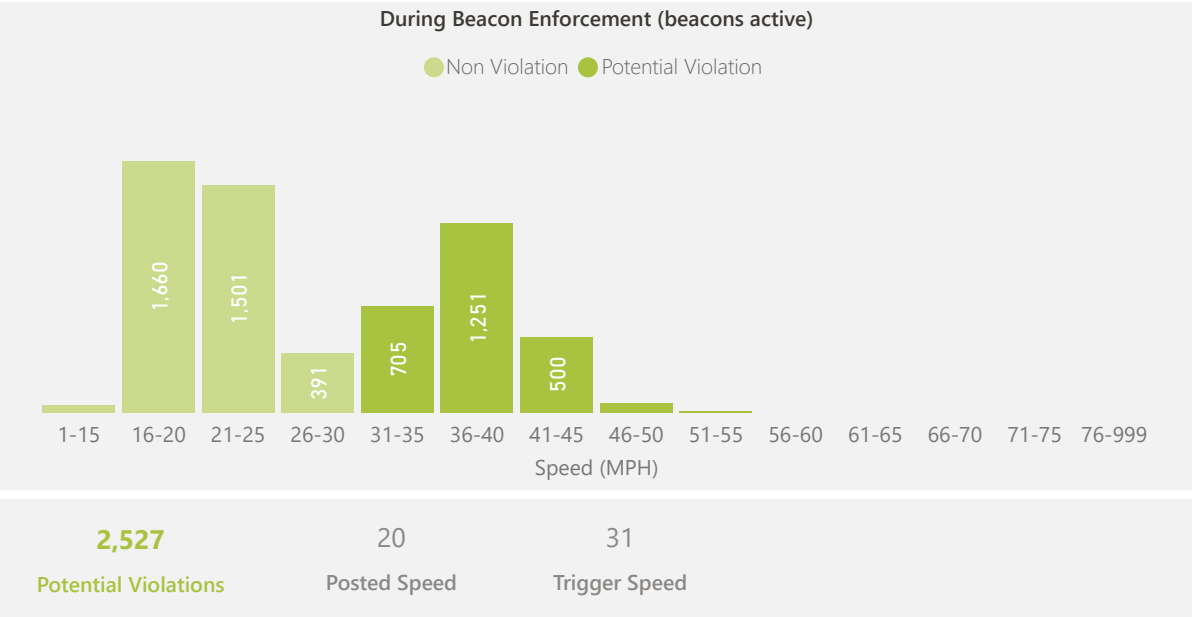
# Citrus Elementary

8:15 AM - 3:30 PM  
Enforcement Times (Start/Stop-AM/PM)  
58 Clarke Rd  
Block  
1-SB  
Direction

Speed Study Recorded Activity, by Enforcement Period

| Enforcement Period |            | Beacon Enforcement |                      | Between Beacon Enforcement |                      |
|--------------------|------------|--------------------|----------------------|----------------------------|----------------------|
| ▲                  | Date       | Traffic            | Potential Violations | Traffic                    | Potential Violations |
|                    | 11/27/2023 | 2,012              | 779                  | 4,417                      | 4                    |
|                    | 11/28/2023 | 2,116              | 901                  | 4,439                      | 7                    |
|                    | 11/30/2023 | 2,002              | 847                  | 4,564                      | 3                    |
|                    | Total      | 6,130              | 2,527                | 13,420                     | 14                   |

Recorded Traffic by Speed Bucket



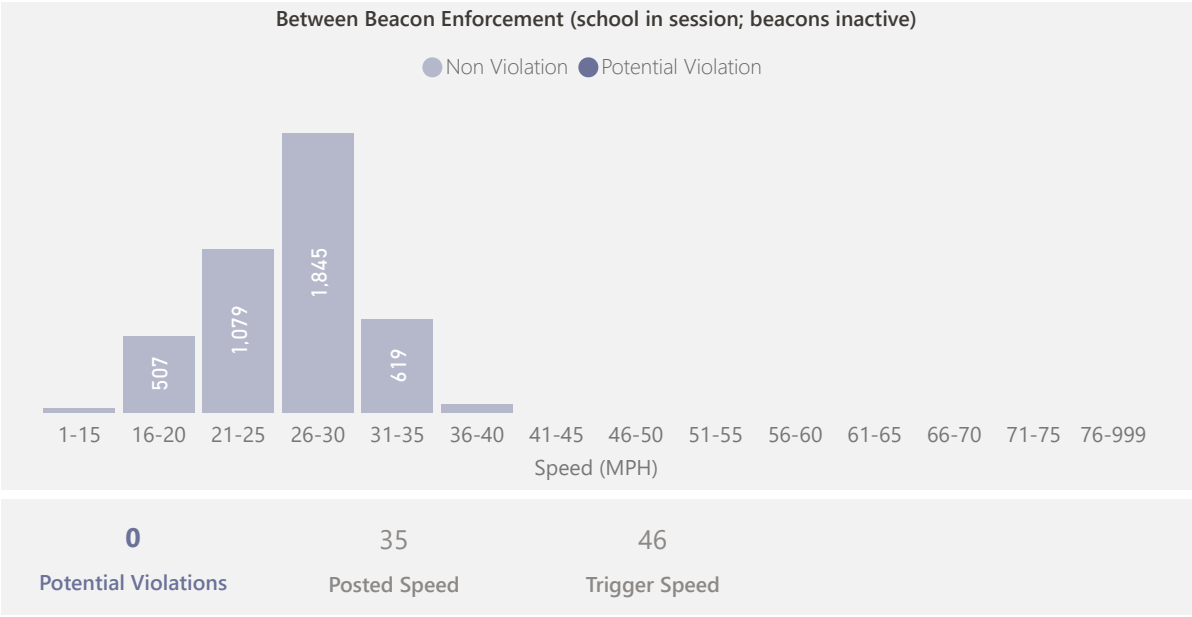
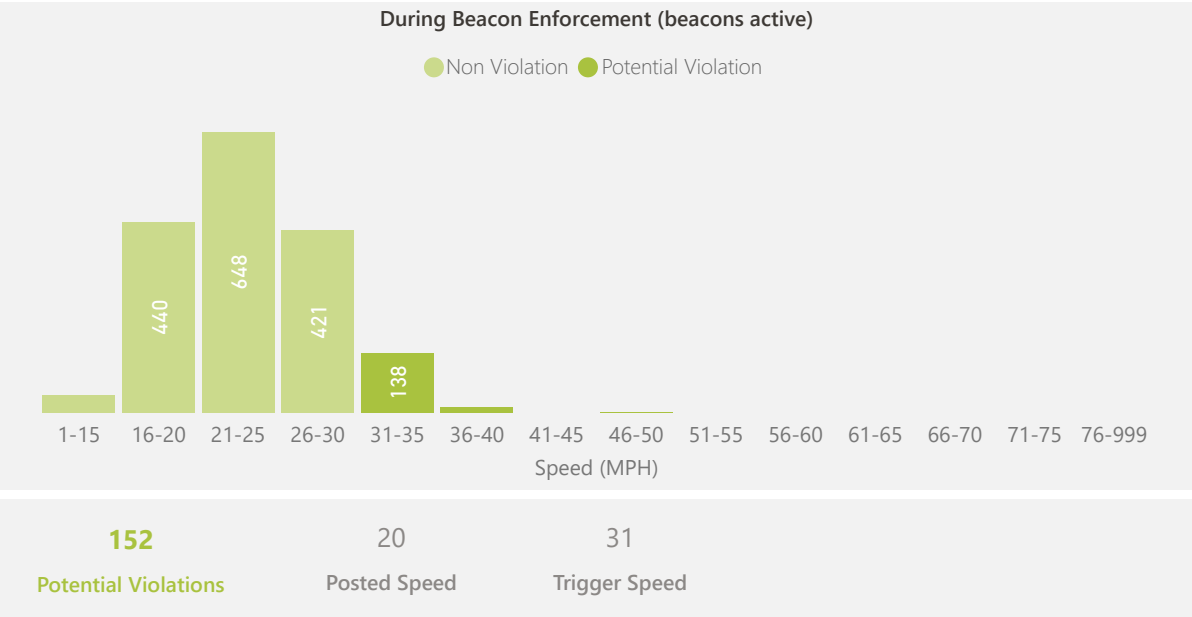
# Ocoee Middle school

9:00 AM - 4:34 PM  
Enforcement Times (Start/Stop-AM/PM)  
403 Bluford Ave  
Block  
1-NB  
Direction

Speed Study Recorded Activity, by Enforcement Period

| Enforcement Period | Beacon Enforcement |         | Between Beacon Enforcement |         |
|--------------------|--------------------|---------|----------------------------|---------|
|                    | Date               | Traffic | Potential Violations       | Traffic |
|                    | 11/27/2023         | 562     | 24                         | 1,364   |
|                    | 11/28/2023         | 577     | 24                         | 1,372   |
|                    | 11/30/2023         | 562     | 104                        | 1,396   |
|                    | Total              | 1,701   | 152                        | 4,132   |

Recorded Traffic by Speed Bucket





# Ocoee Middle school

9:00 AM - 4:34 PM  
Enforcement Times (Start/Stop-AM/PM)

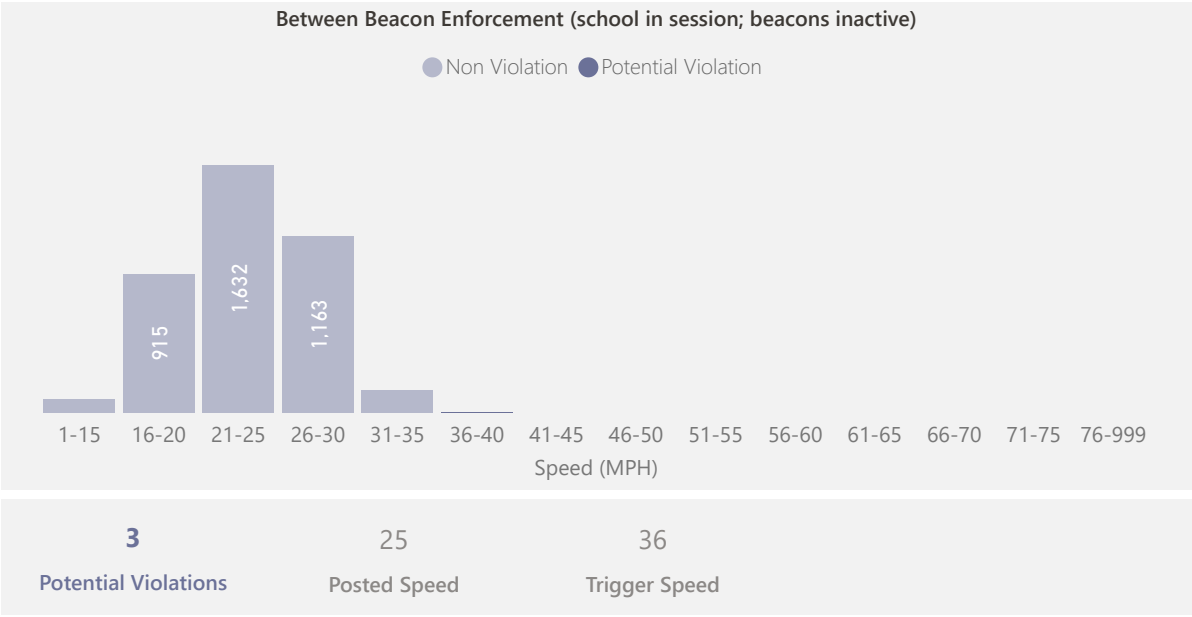
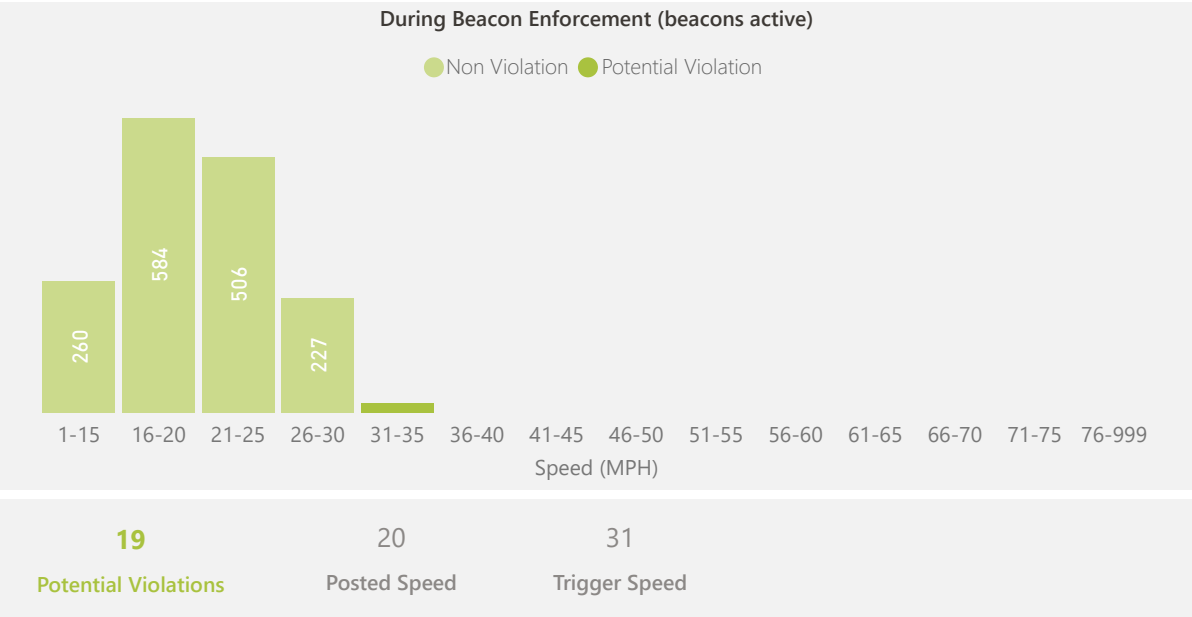
237 Bluford Ave  
Block

1-SB  
Direction

Speed Study Recorded Activity, by Enforcement Period

| Enforcement Period |            | Beacon Enforcement |                      | Between Beacon Enforcement |                      |
|--------------------|------------|--------------------|----------------------|----------------------------|----------------------|
| ▲                  | Date       | Traffic            | Potential Violations | Traffic                    | Potential Violations |
|                    | 11/27/2023 | 511                | 1                    | 1,347                      | 1                    |
|                    | 11/28/2023 | 538                | 4                    | 1,199                      | 1                    |
|                    | 11/30/2023 | 547                | 14                   | 1,401                      | 1                    |
|                    | Total      | 1,596              | 19                   | 3,947                      | 3                    |

Recorded Traffic by Speed Bucket



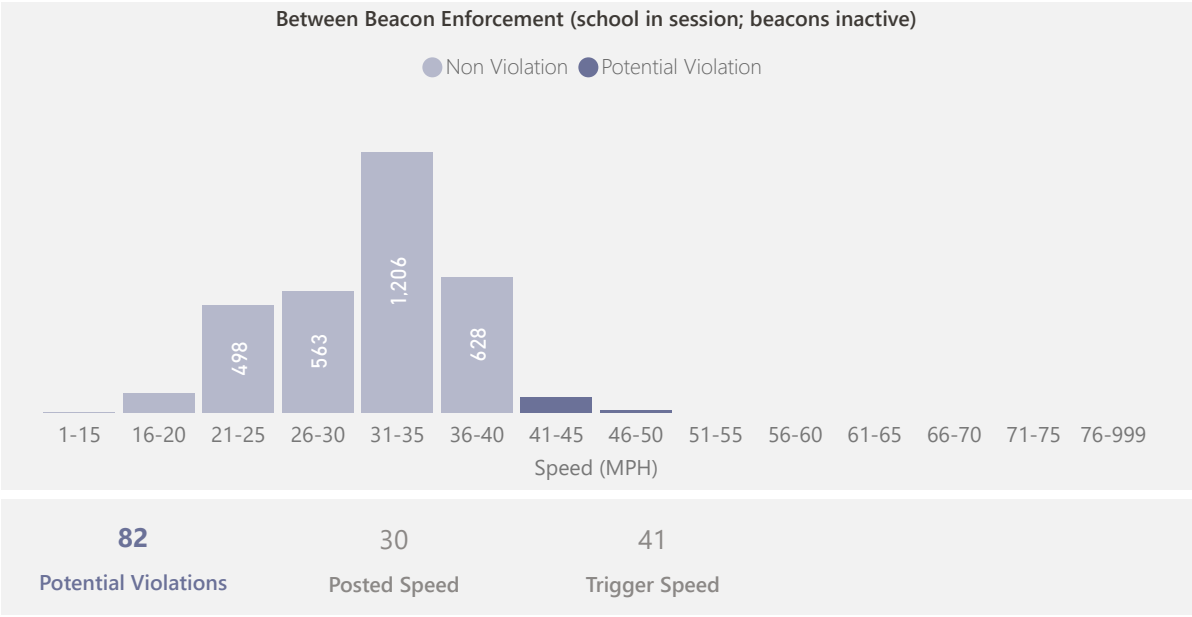
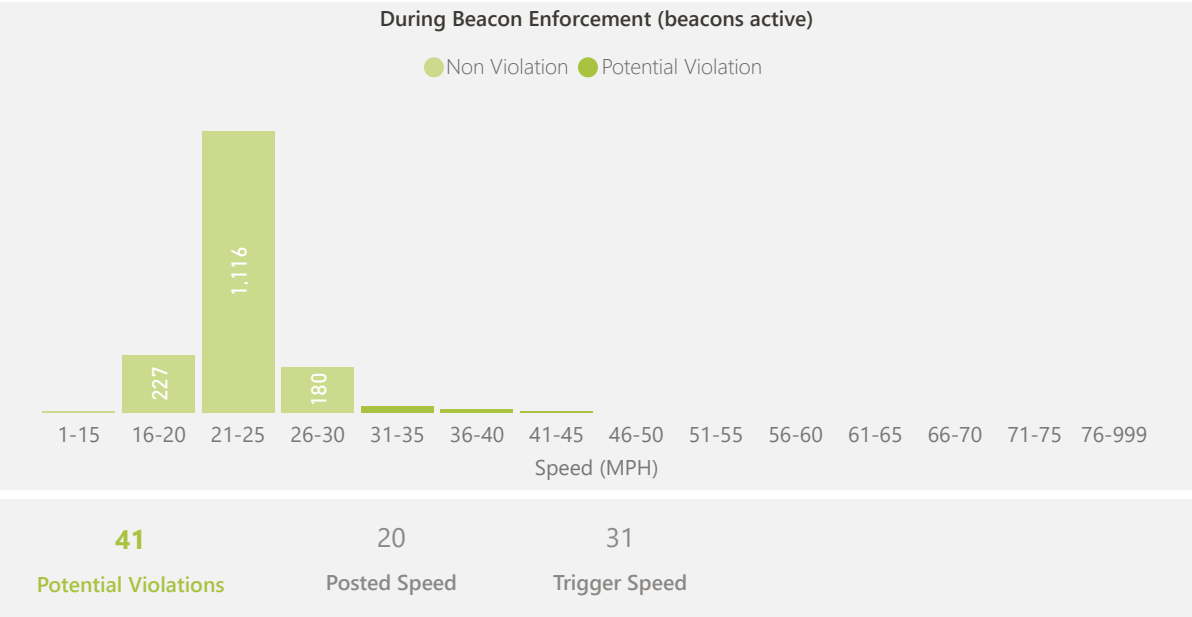
# Orlando Elementary

8:15 AM - 3:30 PM  
Enforcement Times (Start/Stop-AM/PM)  
41 E Orlando Ave  
Block  
1-EB  
Direction

Speed Study Recorded Activity, by Enforcement Period

| Enforcement Period |            | Beacon Enforcement |                      | Between Beacon Enforcement |                      |
|--------------------|------------|--------------------|----------------------|----------------------------|----------------------|
| ▲                  | Date       | Traffic            | Potential Violations | Traffic                    | Potential Violations |
|                    | 11/27/2023 | 549                | 5                    | 979                        | 12                   |
|                    | 11/28/2023 | 509                | 22                   | 1,002                      | 44                   |
|                    | 11/30/2023 | 510                | 14                   | 1,090                      | 26                   |
|                    | Total      | 1,568              | 41                   | 3,071                      | 82                   |

Recorded Traffic by Speed Bucket



# Orlando Elementary

8:15 AM - 3:30 PM  
Enforcement Times (Start/Stop-AM/PM)

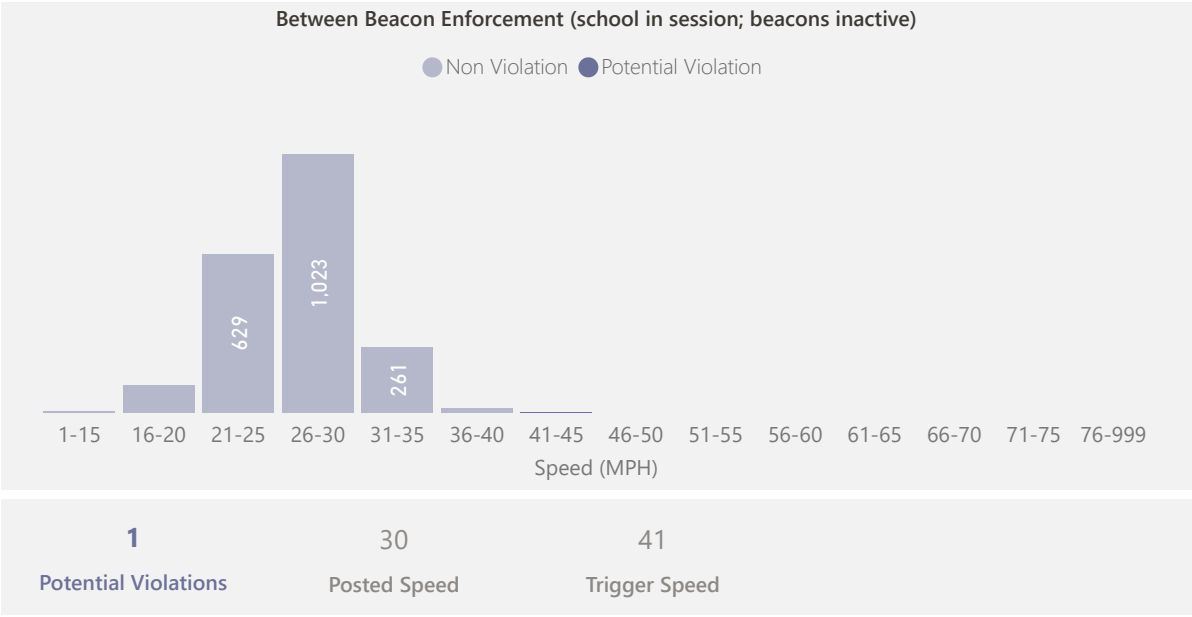
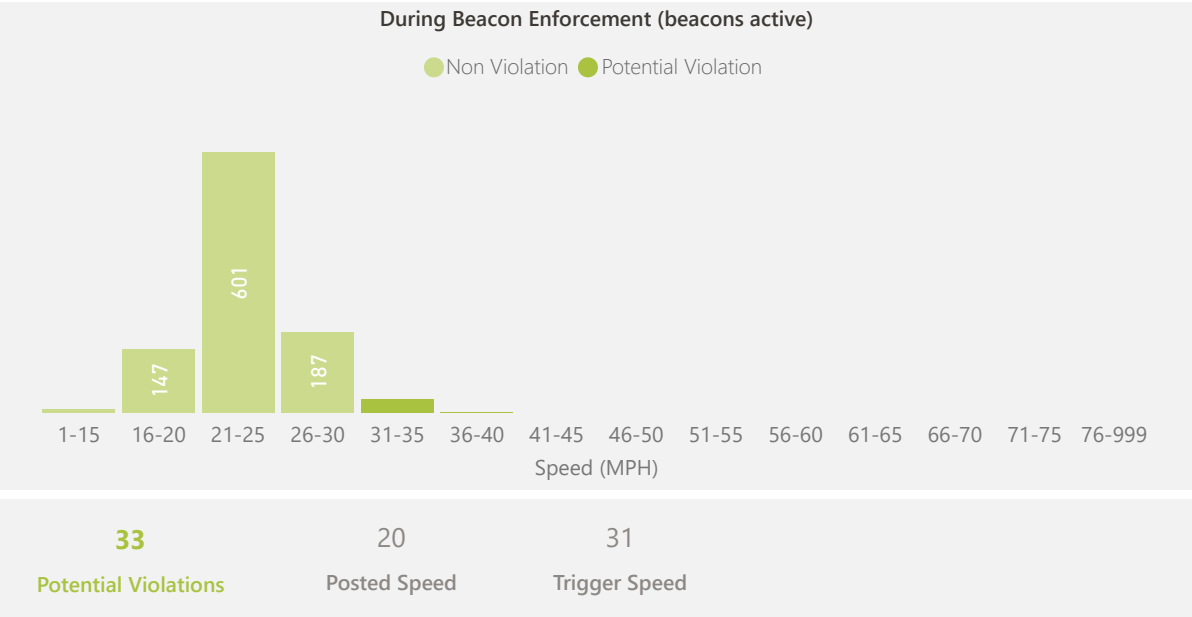
350 E Orlando Ave  
Block

1-WB  
Direction

Speed Study Recorded Activity, by Enforcement Period

| Enforcement Period | Beacon Enforcement |                      | Between Beacon Enforcement |                      |
|--------------------|--------------------|----------------------|----------------------------|----------------------|
| ▲ Date             | Traffic            | Potential Violations | Traffic                    | Potential Violations |
| 11/27/2023         | 328                | 11                   | 644                        | 0                    |
| 11/28/2023         | 318                | 11                   | 704                        | 0                    |
| 11/30/2023         | 331                | 11                   | 698                        | 1                    |
| Total              | 977                | 33                   | 2,046                      | 1                    |

Recorded Traffic by Speed Bucket



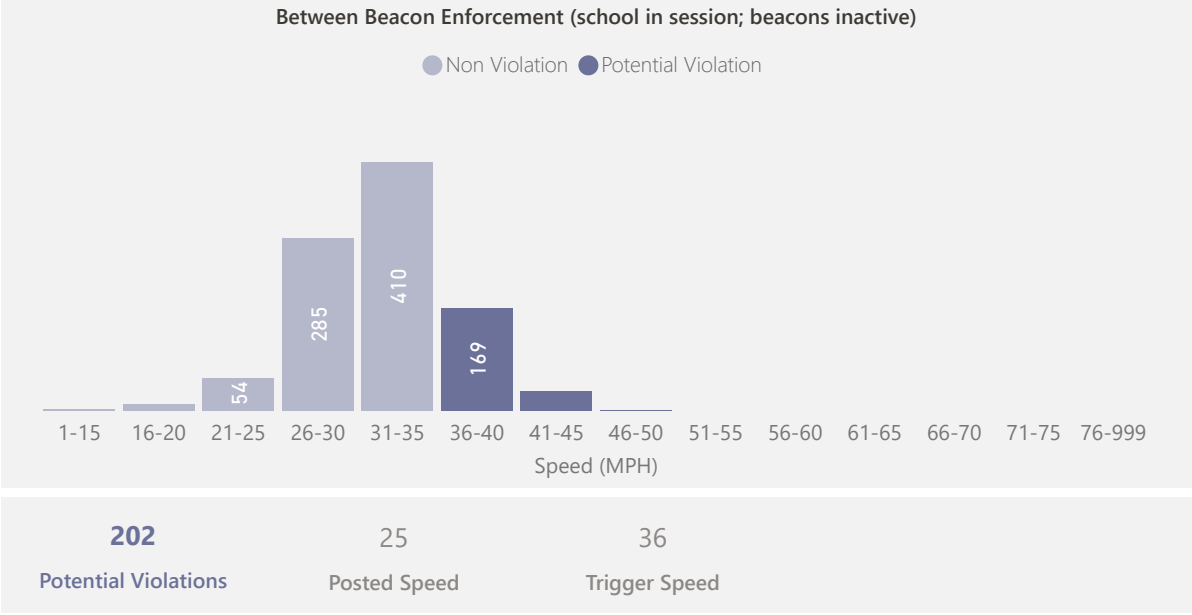
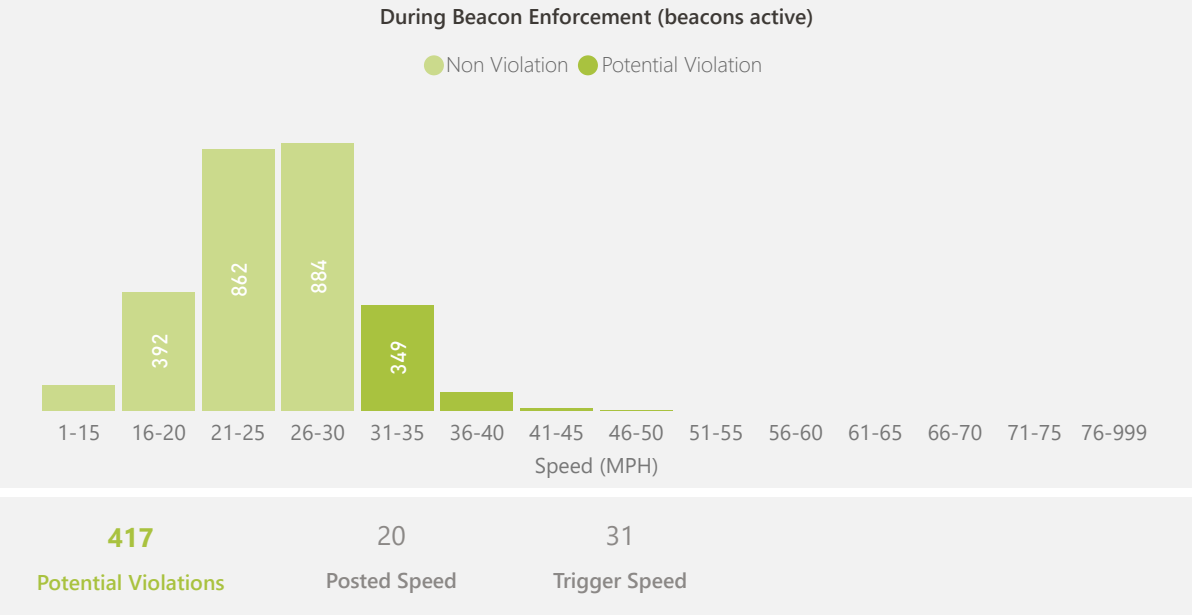
# Ocoee High

6:50 AM - 2:50 PM  
Enforcement Times (Start/Stop-AM/PM)  
1925 Ocoee Crown Point Pkwy  
Block  
1-EB  
Direction

Speed Study Recorded Activity, by Enforcement Period

| Enforcement Period | Beacon Enforcement |                      | Between Beacon Enforcement |                      |
|--------------------|--------------------|----------------------|----------------------------|----------------------|
|                    | Traffic            | Potential Violations | Traffic                    | Potential Violations |
| 11/27/2023         | 870                | 109                  | 321                        | 62                   |
| 11/28/2023         | 881                | 125                  | 328                        | 66                   |
| 11/30/2023         | 889                | 183                  | 314                        | 74                   |
| Total              | 2,640              | 417                  | 963                        | 202                  |

Recorded Traffic by Speed Bucket



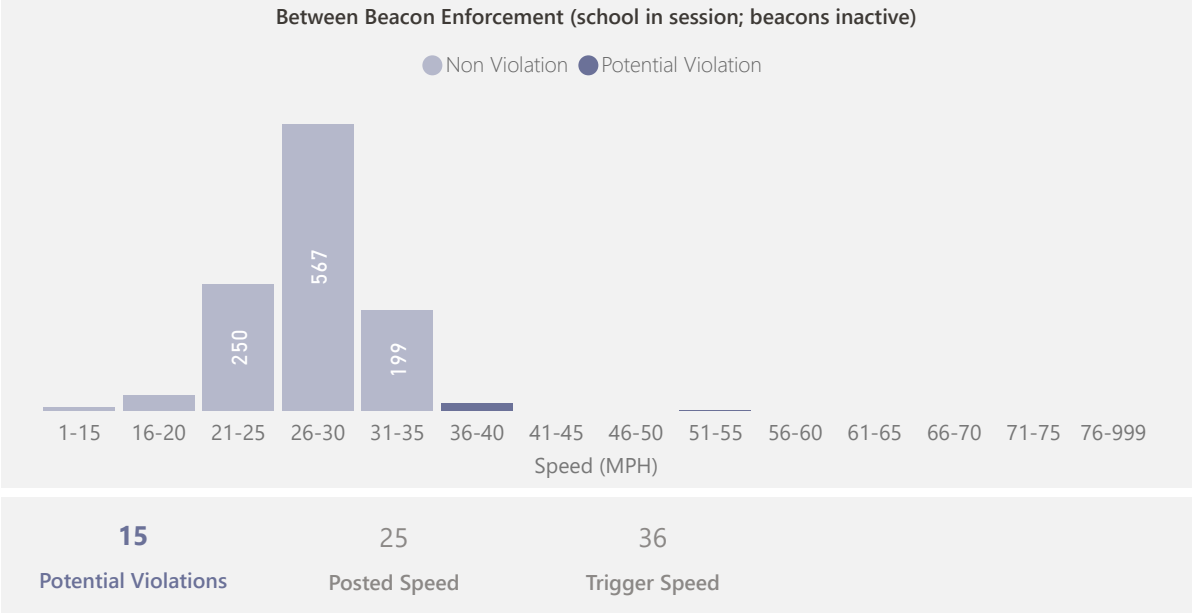
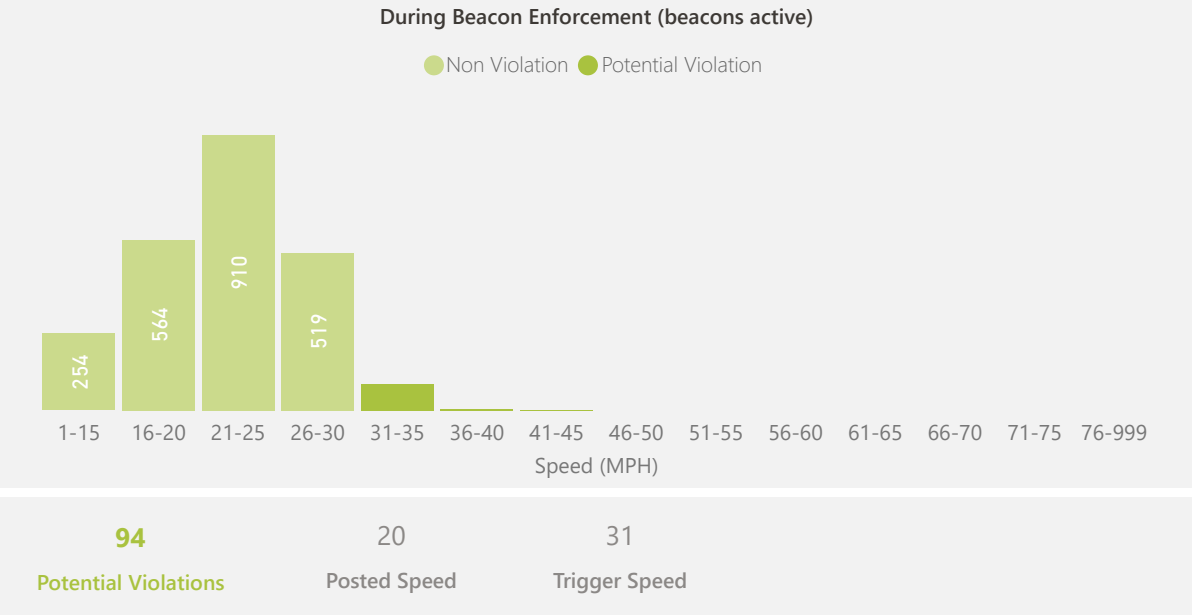
# Ocoee High

**6:50 AM - 2:50 PM**  
Enforcement Times (Start/Stop-AM/PM)  
**1964 Ocoee Crown Point Pkwy**  
Block  
**1-WB**  
Direction

Speed Study Recorded Activity, by Enforcement Period

| Enforcement Period | Beacon Enforcement |                      | Between Beacon Enforcement |                      |
|--------------------|--------------------|----------------------|----------------------------|----------------------|
|                    | Traffic            | Potential Violations | Traffic                    | Potential Violations |
| 11/27/2023         | 774                | 16                   | 362                        | 4                    |
| 11/28/2023         | 791                | 41                   | 352                        | 7                    |
| 11/30/2023         | 776                | 37                   | 354                        | 4                    |
| Total              | 2,341              | 94                   | 1,068                      | 15                   |

Recorded Traffic by Speed Bucket





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA AMENDING CHAPTER 168 OF THE CODE OF ORDINANCES; DECLARING PURPOSE AND INTENT; AUTHORIZING PLACEMENT AND INSTALLATION OF SCHOOL ZONE SPEED DETECTION SYSTEMS; PROVIDING FOR IMPLEMENTATION OF GENERAL LAW BY THE CITY MANAGER AND DESIGNATION OF LOCAL HEARING OFFICER; PROVIDING FOR SEVERABILITY OF THE NEWLY CREATED SECTION; MAKING FINDINGS REGARDING RELEVANT TRAFFIC DATA AND EVIDENCE; WARRANTING ADDITIONAL ENFORCEMENT PROCEDURES AND DESIGNATING SCHOOL ZONE SPEED DETECTION SYSTEM LOCATIONS WHICH CONSTITUTE A HEIGHTENED SAFETY RISK; PROVIDING FOR SEVERABILITY; RATIFYING APPROVAL OF CONTRACT FOR IMPLEMENTING SCHOOL ZONE SPEED DETECTION SYSTEMS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 2023-174, Laws of Florida, enacted and signed by the Governor on May 21, 2023, effective July 1, 2023, amended Chapter 316, Florida Statutes, in regards to enforcement of school zone speed limits and authorized municipalities to enforce the speed limit in a school zone at specified periods through the use of a speed detection system; and

**WHEREAS**, to promote public safety, especially in regards to the safety of this jurisdiction's children, the City Commission of the City of Ocoee has decided to authorize the use of such a school zone speed limit detection system within the City; and

**WHEREAS**, the City Commission has considered the relevant traffic data and other evidence supporting the installation of school zone speed limit detection systems within the City; and

**WHEREAS**, the City Commission has determined, based upon the evidence considered, the location of the specific school zones in this jurisdiction which constitute a heightened safety risk that warrant additional enforcement procedures; and

**WHEREAS**, the City Commission has determined that it is efficient to utilize the City's existing local hearing officer appointed under § 168-13 of the Code of Ordinances to conduct hearings pursuant to this ordinance and Chapter 2023-174, Laws of Florida, as it may be amended; and

**WHEREAS**, the City Commission has determined that the public should have an opportunity to comment on the contract for school zone speed detection systems before the City Commission ratifies the approval of such contract in this Ordinance;

**WHEREAS**, the City Commission determines that the adoption of this Ordinance is in the best interest of the City.

**NOW, THEREFORE, BE IT ORDAINED 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 Chapters 166 and 553, Florida Statutes.

**SECTION 2. Amendment.** Chapter 168, City of Ocoee Code of Ordinances, is amended to rename Article III and create a new § 15 to read as follows (words that are underlined indicate new language; words that are ~~stricken~~ are deletions; and all other provisions of the Chapter shall remain unchanged):

### **ARTICLE III – Traffic Light and School Zone Safety**

#### **§ 168-15 - SCHOOL ZONE SPEED LIMIT DETECTION SYSTEM, HEARINGS BEFORE A LOCAL HEARING OFFICER.**

**(A) Purpose and intent.** The purpose of this section is to specifically authorize the use of a school zone speed limit detection system, as permitted by general law as of the effective date of this section, within the City's jurisdiction limits.

**(B) Authorizing Use of School Zone Speed Limit Detection Systems.** The City of Ocoee hereby exercises its option under Chapter 203-174, Laws of Florida (F.S. (2023) § 316.008) to use a speed limit detection system within its jurisdiction and to authorize a traffic infraction enforcement officer under F.S. (2023) § 316.1906 to issue a traffic citation of violation of F.S. (2023) §§ 316.1895 and 316.183 pursuant to § 316.1896. The City may utilize a speed limit detection system as a supplemental means of monitoring the speed of vehicles and assisting law enforcement personnel in the enforcement of compliance with laws related to speed limits within school zones as permitted and provided for by general law, which are designed to protect and improve the public health, safety, and welfare of the community and thereby reduce accidents, injuries, and disruption of traffic associated with such violations.

**(C) Implementation of general law by the City Manager and designation of Local Hearing Officer.** In accordance with the provisions of Chapter 203-174, Laws of Florida as of the effective date of this section, the City Manager is authorized to take all steps necessary to implement the provisions and requirements of Chapter 203-174, Laws of Florida, as it may be amended, within this jurisdiction in coordination with the Ocoee Police Department, including the designation of traffic infraction enforcement officers. The Ocoee Police Department shall be enabled by this section to oversee the School Zone Speed Limit Detection System program on behalf of the city. This ordinance shall further enable the City of Ocoee to enter into agreements or ratify agreements with vendors authorized to carry out services consistent with implementation and enforcement of the provisions of Chapter 203-174, Laws of Florida, as it may be amended. The Local Hearing Officer appointed under Section 168-13 of the Code of Ordinances shall preside over hearings requested pursuant to this section and Chapter 203-174, Laws of Florida, as it may be amended.

**(D) Designation of School Zones.** The City Commission finds that, based on the traffic data and other evidence of speeding motorists in the presence of children presented at the public hearing on this date of adoption, the school zones on the roadways surrounding the following schools constitute a heightened safety risk to children and others that warrants additional enforcement measures by installing or placing speed detection systems pursuant to section

316.008, Florida Statutes. Subsequent speed detection systems may be approved for inclusion or removal via amendment to this Ordinance or Resolution in accordance with applicable law.

- Citrus Elementary School 87 N. Clarke Road Ocoee, FL 34761
- Spring Lake Elementary 1105 Sarah Lee Lane Ocoee, FL 34761
- Ocoee Middle School 300 S. Bluford Avenue Ocoee, FL 34761
- Orlando Elementary 400 S. Lakewood Avenue Ocoee, FL 34761
- Ocoee High School 1925 Ocoee Crown Point Ocoee, FL 34761

**SECTION 3. Ratification of Amendment to Agreement for School Zone Speed Detection Systems.** The Commission hereby ratifies its approval of the Seventh Amendment to City of Ocoee Photo Enforcement Services Agreement: Red Light Safety Cameras, Fixed Speed Safety Cameras and Transportable Speed Safety Camera Systems with Enhanced Video and ALPR Solution Services, which would implement school zone speed enforcement devices, approved initially on the November 7, 2023 consent agenda.

**SECTION 4. Severability.** The provisions of this section are declared to be severable and if any section, sentence, clause, or phrase of this article shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this article, but they shall remain in effect, it being the legislative intent that this section shall stand notwithstanding the invalidity of any part.

**SECTION 5. Codification.** It is the intention of the City Commission of the City that the provisions stated in this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical errors which do not affect the intent may be authorized by the City Manager, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

**SECTION 6. Conflicting Ordinances.** This ordinance shall prevail in the event of any inconsistency with another ordinance or part of an ordinance.

**SECTION 7. Effective Date.** This Ordinance shall become effective immediately upon passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**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 \_\_\_\_\_, 2024.

**FISHBACK DOMINICK**

**ADVERTISED \_\_\_\_\_, 2024**

**READ FIRST TIME \_\_\_\_\_, 2024;**

**READ SECOND TIME AND**

**ADOPTED \_\_\_\_\_, 2024**

**UNDER AGENDA ITEM NO. \_\_\_\_\_**

By: \_\_\_\_\_

Richard S. Geller, City Attorney



## STAFF REPORT

Meeting Date: April 16, 2024

Item #: 16

Contact Name: Craig Shadrix

Contact Number: Ext. 6434

Department Director: Craig Shadrix

City Manager: Robert Frank

**Subject: Discussion and Direction regarding Golf Carts and Low-Speed Vehicle use within the City of Ocoee. (Assistant City Manager Shadrix)**

### **Background Summary:**

The City Commission recently discussed golf cart usage in the City with respect to state statutes and the City's own golf cart ordinance. Staff intends to provide an overview of the statutes governing both golf carts and low speed vehicles, which are pertinent to some of the comments made during previous discussions, and request direction based on the following discussion.

### **Issue:**

Usage of golf carts and low speed vehicles in the City of Ocoee

### **Recommendations:**

Staff will provide options for commission direction following presentation.

### **Attachments:**

None

### **Financial Impacts:**

**Type of Item:** Regular