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

March 7, 2023 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

  Invocation

  Pledge of Allegiance

  Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

  Black History Month Essay Contest Winners. **(Community Relations Manager Wright)**

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

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

- **CONSENT AGENDA**

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

  1. Approval of the Minutes for the Regular City Commission Meeting held February 21, 2023. **(City Clerk Sibbitt)**
  2. Approval of Ocoee Crown Point PUD Mixed Use Development (Wire Development) Large Scale Final Site Plan (Project No. LS-2022-013) & Development Agreement. **(Development Services Director Rumer)**
  3. Approval to Award ITB #23-003 Asphalt Paving Projects for FY 2023 to Hubbard Construction Company. **(Procurement Manager Tolbert)**
  4. Approval to Utilize Orange County's Cooperative Contract for Motor Fuel with Mansfield Oil Company of Gainsville, Inc. **(Public Works Director Krug)**

- **FIRST READING OF ORDINANCE**

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

  5. Second Reading of Ordinance Amending the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund. **(Pension Board Attorney Herrera)**

- **PUBLIC HEARING**

- **REGULAR AGENDA**

6. Appointment of One (1) Member to the Planning and Zoning Commission to Fill a Vacant Seat. **(City Clerk Sibbitt)**

- **COMMENTS FROM CITIZENS / PUBLIC**

- **COMMENTS FROM COMMISSIONERS**

- **ADJOURNMENT**

CITY COMMISSION ANNOUNCEMENTS MEETING

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

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

CITY OF OCOEE

BLACK HISTORY MONTH ESSAY CONTEST WINNERS

OVERALL WINNER

Lake Whitney Elementary School: Olivia Guinn

FIRST PLACE WINNERS

Citrus Elementary School: Cataleya Pasha
HOPE Charter School: Bailey Bucher
Innovation Montessori Ocoee School: Trillian Fischler

THE OCOEE MASSACRE

BY: Olivia Guinn

Imagine this, you are an African American who has just earned the right to vote. You've paid your poll tax and you have your approval from the judge. On voting day you are not only turned away, but you are met with nothing but violence and brutality. It was November 2nd, 1920, the day of the presidential election. This day will forever be known as the bloodiest event in political history, The Ocoee Massacre.

It was November 2nd, 1920. African Americans were finally allowed to vote! It was a great day for the black community of Ocoee. But the Ku Klux Klan (KKK) and much of the white community of Ocoee absolutely did not want this to happen. They threatened any African Americans who were going to try to vote with violence. But that didn't stop Julius 'July' Perry and Mose Norman, two African American farmers and activists. Mose Norman in particular was not afraid of the KKK's threats, and wanted to make adjustments to help stop racism. He showed up to the polls on election day and was refused on his first try. He then went to John Cheney, a white attorney and district Judge. Cheney represented African American clients

during the segregation era and supported voter registration. He had actually helped Norman get his approval to vote. Cheney told him to go back a 2nd time and try again, so that's what Norman did. Only this time he was met with an angry mob. When Norman returned with Cheney's message, gunshots were fired. He managed to escape to Perry's home, who tried to help and hide him. He was followed, and ultimately dozens of black people were killed, several injured, and more than 200 were run out of town, fleeing from bullets and their burning homes. July Perry knew he wasn't going to survive the night. He told his daughter, Coretha, to take her mom and run as fast as she could out of the city of Ocoee. That was the last time Coretha had ever seen her father. Gunfire ensued, and the people of Ocoee's black community ran for safety. Perry was tragically beaten, shot, jailed, dragged and lynched near Judge Cheney's home.

The tragedy doesn't end there. After the Massacre, Perry's land was stolen and sold by one of Ocoee's wealthiest white landowners B.M. Sims. False documents were even made blaming the riot on the African Americans, and ultimately this event was buried in history. However, the truth is starting to come to light. Governor Ron Desantis has signed a Bill called "Florida House Bill 1213". This law will direct schools across Florida to teach students about historical events, like what really happened

during Ocoee's Election Day massacre. A section of state road 438 in Ocoee has been named July Perry highway. A historical marker will also be dedicated in another part of the city. But we need to do more.

Now that the truth of this tragic event is finally being revealed to the public, teachers need to start teaching about this historic event. We should have been teaching about this event in school in the first place and the media should not have kept this hidden for over 100 years. It is so important to remember the lives of the victims and the acts of bravery not just during Black history month, but all year long.

Franks Bell, one of Perry's surviving daughters said "Despite everything Daddy experienced, he leaned on his Christian faith to overcome hate. He was all about love, no matter what. That's why he will always be a hero." And that's what Mose Norman and July Perry were, they were heroes.

Black History Month Essay Contest

Cataleya Rasha

Feb-15-23

Did you ever wonder what caused the Ocoee massacre to happen? Indeed, the Ocoee massacre was one of the most horrific examples of racial hatred. It happened because African Americans were being denied the right to vote and due to death of Julius Perry, a local Black resident.

One reason why the Ocoee massacre happened was due to Africans Americans being denied the right to vote. According to the post on Black Past, "Ocoee, had been politically dominated by conserative Democratics since the end of the Reconstruction. They prided themselves on keeping Blacks, then mostly Republicans from the polls." Further, this caused a white mob of over 100 men to go on a hunt for a local Black resident named Mose Norman who was denied to vote twice at the National Election.

In addition to being denied the rights of African Americans to vote, another reason why the Ocoee massacre happened was because of the death of Julius "July" Perry. When the hunt for Mose Norman was underway the white mob thought he was hiding in Julius Perry's home. They killed Perry and hung his body where they can intimidate Black

voters. The Black Past article stated, "The mob turned to the Black community of Ocoee. They burned homes and businesses and demand that the Black residents leave Ocoee." This resulted with the deaths of many Africans Americans.

In conclusion, indeed the Ocoee massacre was one of the most horrific examples of racial hatred. This happened because African Americans were denied the right to vote and due to the death of Julius Perry. I recommend for children to read up on the history of Ocoee to know the brutality that had happened so that history would not repeat itself.

The Ocoee Massacre

Bailey Bucher #2 2/14/23

The Ocoee Massacre was a really devastating time for black people that happened about a century ago in Ocoee, Florida. Many people were forced out of their homes or they would have to face consequences that we, as 5th Graders, can't even imagine.

The Ocoee Massacre was on November 2, 1920, and all began because a man with colored skin tried to vote. It is unclear, based on records, exactly how many people died on November 2nd, but it is clear that in the days and weeks after the event, there were much less people of color living in the town. Articles also reflect that at least one of the white leaders who organized and encouraged the violence was later elected Mayor of Ocoee. Sadly, not a single person was held responsible at that time, and although the FBI showed up to investigate, they made it clear that they were not investigating murder, violence of the burning homes, but they were investigating election fraud. When asked

to talk about the impact of the Ocoee Massacre on the town of Ocoee, I can't help but feel it was ignored throughout history. It's referenced as "one of the worst instance of the Election Day violence in American History", according to The Washington Post. Yet there are few officially recorded details and at least 129 different accounts of what happened during the night of November 2, 1920.

Another impact on the Ocoee Massacre was white people threatened the black people to either "leave and be shot, or stay and get burned". For the families who left, the white people then stole everything they owned, their homes, belongings, fields, farms, etc. This meant that for generations families were robbed of their heritage, and the things that belonged to them, changing the town completely to be a "white town" for decades, until the 1970's. Sadly, it wasn't until 2018 that the city of Ocoee finally released a Proclamation about the Ocoee Massacre, a law was

passed in Florida that it must be taught and talked about in schools, and yet officials still work on a formal apology.

The impact was far much worse than most people can imagine in Ocoee or anywhere else, and it isn't fair that the people who organized it, and led it were later rewarded. The Ocoee Massacre was a horrible situation that happened to the black residents of Ocoee Florida in 1920, though, what's worse is the fact that Nobody investigated it, nobody took records of it, and nobody talked about it for nearly 100 years. There are no words that Florida can write in their formal apology to make any of this fair.

IMO 1st Place

The Ocoee Massacre

By Trillian Fischler; Innovation Montessori

The Ocoee massacre was a very tragic time where many people were murdered for unfair reasons. Mose Norman was a brave African American farmer who tried to vote but was turned away twice on Election Day. That was what started the massacre. It was an incredibly sad moment where black people were ether killed or forced to flee. The Ocoee massacre was a sad time where many black people were killed.

According to Wikipedia, the massacre started on November 1920, and it killed a total of 30 to 35 black people. Most African American-owned buildings and homes in northern Ocoee were burned to the ground. Norman escaped, never to be found. Hundreds of other African Americans fled the town, leaving behind their homes and possessions. The attack was intended to prevent black citizens from voting. Black people had been not able to vote in Florida since the beginning of the 20th century. Ocoee then became an all-white or "sundown" town.

About 500 African Americans in total were rapidly driven out of Ocoee, resulting in its population being nearly all white. According to Wikipedia. No African American residents settled there again until sixty-one years later in 1981. The leader of the mob later became mayor of Ocoee. July Perry's body was found swinging on a telephone post by the highway. According to The Chicago Defender his body was left near a sign reading, "This is what we do to n*ggers that vote". No one was prosecuted for his murder.

Sam Salisbury was a police chief in Orlando, Florida, Salisbury bragged about his involvement in the violent time of African Americans attempting to vote in the previous 1920 election. He was one of the leaders of the events leading up to the Ocoee massacre. This remains the largest incident of voting day violence in United States history.

In conclusion, The Ocoee massacre was an incredibly sad time where many black people were killed. I think that the Ocoee massacre should always be remembered for the bravery of Mose Norman and all the black people with him. Mose Norman was an incredible man for trying to stop the unfair rules of voting.

1st Place

Author:
Trillian Fischler

5th Grade, Goodall Classroom, Innovation Montessori Ocoee

MINUTES
OCOEE CITY COMMISSION
FEBRUARY 21, 2023

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER** 6:15 PM

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

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

Also Present: Assistant City Manager Shadrix, City Attorney Cookson, City Clerk Sibbitt

- **PRESENTATIONS AND PROCLAMATIONS** 6:16 PM

Recognition of Principal Strenth from Prairie Lake Elementary for being named Principal of the Year for OCPS - Orange County School Board Member Melissa Byrd provided a brief bio of Principal Strenth before recognizing him before the City Commission. **Mayor Johnson** announced he would like to present a proclamation to Principal Strenth, and apologized for not having one prepared for tonight.

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

- **PUBLIC COMMENTS –** *None*

- **CONSENT AGENDA** 6:24 PM

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-3.

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

1. Approval of the Minutes for the Regular City Commission Meeting held February 7, 2023. **(City Clerk Sibbitt)**
2. Appointment of Members to the 2023 Canvassing Board. **(City Clerk Sibbitt)**
3. Approval of Change Order No. 2 for Contract ITB #21-008 Downtown Master Stormwater Pond & Park. **(Public Works Director Krug)**

- **FIRST READING OF ORDINANCE** 6:25 PM

4. First Reading of Ordinance Amending the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund. **(Pension Board Attorney Herrera)**

City Attorney Cookson read the title of the ordinance and announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on March 7, 2023, at 6:15 PM or soon thereafter.

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

- **PUBLIC HEARING –** *None*

- **REGULAR AGENDA** 6:26 PM

5. Approval of Contract to Purchase 182 N. Lakeshore Drive. **(Development Services Director Rumer)**

Development Services Director Rumer explained the City's intent on purchasing the residential property located at 182 N. Lakeshore Drive.

Commissioner Oliver inquired if the public could speak on this item. **City Attorney Cookson** addressed his question. **Commissioner Brinson** inquired about the adjacent lots and if the City would be interested in purchasing them. **Commissioner Oliver** further inquired what the future plans are for the property and when the music studio across the street would be fully owned by the City. **Development Services Director Rumer** and **Assistant City Manager Shadrix** addressed their questions. **Mayor Johnson** provided some suggestions for use of the property such as a boat ramp or additional parking.

Motion: Move to approve the Contract to Purchase 182 N. Lakeshore Drive; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 5-0.

6. Discussion on Appointment to the Planning and Zoning Commission. **(City Attorney Cookson)**

City Attorney Cookson explained the current vacancy on the Planning and Zoning Commission and the appointment process of the Planning and Zoning Commission; and further, asked for the City Commission to provide up to two names each to nominate to fill the current vacancy. The City Clerk has requested that if they have a consideration for the vacancy, the names be provided to her by March 3rd so this item can be placed on the March 7th City Commission Agenda.

Commissioner Brinson shared his disagreement on proceeding with this Board appointment since they continued the appointments to the HRDB board until after the Election. **City Attorney Cookson** explained the difference between the two Boards, and the Code requirement for appointment to the Planning and Zoning Commission.

Planning and Zoning Commission Chair Lomneck shared that they have an alternate member who could be considered for the current vacancy. **City Attorney Cookson** addressed the scenario proposed and how it would affect the term limits. Brief discussion ensued on the purpose of the alternate member position.

Motion: Move to proceed with the appointment of a replacement member for the vacant seat to the Planning and Zoning Commission at the March 7th City Commission Meeting; and further, request each Elected Official to provide up to two names to the City Clerk by March 3rd; Moved by Commissioner Wilsen, seconded by Commissioner Firstner;

Brief discussion ensued on board appointments to the HRDB.
After the discussion, motion carried 5-0.

- **COMMENTS FROM CITIZENS / PUBLIC –** *None*
- **COMMENTS FROM COMMISSIONERS** 6:50 PM

Commissioner Oliver – Commented on the following:
1) Inquired about the status of the Clarke Road Widening Project and questioned when residents would see dirt moving. He voiced an urgent need to start due to traffic concerns. **Assistant City Manager Shadrix** addressed his questions and provided an update.
2) Provided statistics on the number of speeding citations issued along Clarcona Ocoee Road.
3) Spoke about recent concerns he has encountered due to the current election cycle, and noted that several of his campaign signs have been damaged. He encouraged residents to behave accordingly and asked all residents to vote.
4) Shared a Biblical quote.

Commissioner Firstner - Commented on the following:
1) Thanked the Woman's Club of Ocoee for hosting the political forum.
2) Thanked all involved in the opening of the Wellness Park.
3) Announced the Ocoee Music Festival dates.

Commissioner Wilsen – Commented on the following:
1) Announced the Shred-It Event date, time, and location.
2) Shared that she recently spoke to Congressman Daniel Webster's administration regarding Ocoee's ongoing zip code issue and noted that they offered to assist. **Consensus of the City Commission was to allow City staff to contact Congressman Daniel Webster's office for assistance.**

Commissioner Brinson - *None*

Mayor Johnson – Commented on the following:
1) Reiterated traffic concerns on Clarke Road, provided a brief timeline of the road since the commencement of Arden Park, and stressed the need for a turn signal at Clarcona Ocoee Road.
2) Reassured Commissioner Oliver that he was not alone, and shared that all candidates are having issues with signs being damaged or removed.
3) Addressed two erroneous statements made during the political forum.
4) Noted the success of the Chili Cook-off event, and encouraged it to return next year.
5) Shared the Election date and requested confirmation on voting locations. **City Clerk Sibbitt** provided the polling location for each district.

- **ADJOURNMENT** 7:07 PM

APPROVED:

Attest:	**City of Ocoee**
_____	_____
Melanie Sibbitt, City Clerk	**Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: March 7, 2023
Item #: 2

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Ocoee Crown Point PUD Mixed Use Development (Wire Development) Large Scale Final Site Plan (Project No. LS-2022-013) & Development Agreement. (Development Services Director Rumer)

Background Summary:
On September 21, 2021, the City of Ocoee and Wire Development, LLC, entered into an agreement to purchase approximately 16.19 acres (including a Tract for future public ROW) of land within the Ocoee Crown Point PUD. The property consists of two (2) parcels assigned parcel identification numbers 06-22-28-0000-00-005 and 06-22-28-0000-00-082. Combined, the subject property contains approximately 16 acres and is located in Commission District 1, on the west side of Ocoee Apopka Rd and the north side of State Road 429.

Wire Development, LLC proposes constructing a mixed-use development consisting of 306 multi-family dwelling units (315 maximum per PUD) and up to 20,000 square feet of commercial retail space within nine (9) buildings. The proposed mixture of buildings includes two (2) mixed-use buildings with residential and commercial space, one (1) live/work building, one (1) stand-alone retail building, and five (5) multi-family residential buildings. Two (2) of the five (5) residential buildings will be townhome-style multi-family residential buildings. Private amenity areas will be provided, such as a clubhouse, pool, dog park, and a linear park along the West Orange Trail that will be open to the public. Stormwater ponds are provided via existing offsite retention. The project lies within the Crown Point PUD and is zoned “Planned Unit Development” (PUD). The Future Land Use designation for the subject site is “Commercial”.

Transportation:
The current approved use of the parcels (Tracts 6C, 6E, 6F, 6D, & 33) is for 114,000 square feet of mixed-use commercial with associated multi-family units. The approved trips associated with retail under 150k are 37.01 trips per 1,000 square feet gross lease area or 4,291 trips. Since the proposed development matches what the tracts within the PUD are allotted for, no additional transportation analysis was required.

The project is served by three (3) entrance points: 1) a new public road at the existing roundabout on Ocoee Crown Point Parkway. 2) full access to Ocoee Apopka Road north of the signal for the West Orange Trail. 3) full access to the Tract on the south side of the West Orange Trail, which will be the joint entrance into the future OCPS West Side Technical School.

Utilities:
The project will connect to Orange County Utilities as it is served in Orange County’s Utility Area. The project will connect to the City of Ocoee Reclaimed water.

Stormwater Retention:
Stormwater retention is provided by an existing pond located west of the roundabout and on the Tract developed by OCPS for the new Technical School.

Issue:
Should the Honorable Mayor and City Commission approve the Final Site Plan for the Ocoee Crown Point PUD Mixed Use Development?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve the Final Site Plan for the Ocoee Crown Point PUD Mixed Use Development with the following conditions:

i) Staff approval of all final comments,
ii) Approval of a SJRWMD Stormwater Permit,
iii) Approval of an Orange County Utilities and Right-of-way Use permit; &
iv) A fully executed Development Agreement and Impact Fee Agreement on a future City Commission Agenda

Attachments:
1. Ocoee Crown Point Mixed Use Development Final Site Plan
2. Location Map
3. Aerial

Financial Impacts:
No Financial Impact with the approval of this Site Plan. A Development Agreement and Impact Fee Agreement with Financial Obligations will be provided on a future City Commission Agenda.

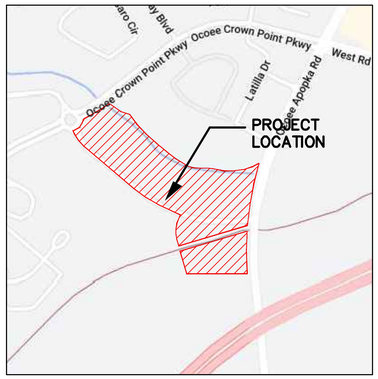
Type of Item: Consent

OCOEE CROWN POINT PUD
(PLANNED UNIT DEVELOPMENT)
TRACTS #6C, #6D, #6E and #6F
CITY OF OCOEE

LARGE SCALE FINAL SITE PLAN

3

OCOEE PROJECT No: LS-2022-013
ORANGE COUNTY PROJECT No: 22-E-186



VICINITY MAP
SECTION: 06 TOWNSHIP: 22S RANGE: 28E

AERIAL MAP

PARCEL: 06-22-28-0000-00-005
PARCEL: 06-22-28-0000-00-082

LEGAL DESCRIPTION:
PARCEL 1

A PORTION OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, OCOEE CROWN POINT PUD PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGES 24 THROUGH 26, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST ORANGE TRAIL, A 39.00 FOOT RIGHT OF WAY, PER OFFICIAL RECORDS BOOK 5043, PAGE 2627; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG THE EASTERLY AND NORTHERLY LINES OF AFORESAID LOT 1 THE FOLLOWING (8) EIGHT COURSES AND DISTANCES: NORTH 15°51'59" WEST, A DISTANCE OF 46.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 41°07'10"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.06 FEET; THENCE NORTH 25°15'11" EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 64°44'49" WEST, A DISTANCE OF 175.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 855.00 FEET AND A CENTRAL ANGLE OF 15°13'38"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 227.73 FEET; THENCE NORTH 49°29'11" WEST, A DISTANCE OF 487.82 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 23°04'36"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 112.77 FEET; THENCE NORTH 26°24'35" WEST, A DISTANCE OF 26.74 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OCOEE CROWN POINT PARKWAY, A 120.00 FOOT RIGHT OF WAY, PER PLAT BOOK 63, PAGES 24 THROUGH 26; THENCE DEPARTING AFORESAID EASTERLY AND NORTHERLY LOT LINE, AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING (5) FIVE COURSES AND DISTANCES: NORTH 63°05'17" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 68°17'57" AND A CHORD BEARING OF NORTH 07°14'15" EAST; THENCE FROM A TANGENT BEARING OF NORTH 26°54'43" WEST, NORTHERLY 11.92 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 28°29'41"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 49.73 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 49°04'01"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1730.00 FEET AND A CENTRAL ANGLE OF 07°17'08"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 219.98 FEET TO A POINT ON THE CENTERLINE OF STATEN BRANCH CREEK AND THE SOUTH LINE OF TRACT R – CONSERVATION TRACT, WESTYN BAY – PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGES 29 THROUGH 36, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA ; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID CREEK CENTERLINE AND SOUTH LINE OF TRACT R, THE FOLLOWING (19) NINETEEN COURSES AND DISTANCES: SOUTH 56°18'44" EAST, A DISTANCE OF 23.24 FEET; THENCE SOUTH 54°18'27" EAST, A DISTANCE OF 83.35 FEET; THENCE SOUTH 73°38'03" EAST, A DISTANCE OF 71.00 FEET; THENCE SOUTH 35°17'37" EAST, A DISTANCE OF 87.84 FEET; THENCE SOUTH 42°59'44" EAST, A DISTANCE OF 89.02 FEET; THENCE SOUTH 48°08'58" EAST, A DISTANCE OF 106.31 FEET; THENCE SOUTH 50°23'21" EAST, A DISTANCE OF 99.34 FEET; THENCE SOUTH 51°50'56" EAST, A DISTANCE OF 79.39 FEET; THENCE SOUTH 58°44'54" EAST, A DISTANCE OF 115.46 FEET; THENCE SOUTH 73°29'36" EAST, A DISTANCE OF 43.87 FEET; THENCE SOUTH 88°00'28" EAST, A DISTANCE OF 42.47 FEET; THENCE NORTH 89°05'17" EAST, A DISTANCE OF 62.27 FEET; THENCE SOUTH 82°19'32" EAST, A DISTANCE OF 43.58 FEET; THENCE SOUTH 78°20'28" EAST, A DISTANCE OF 71.22 FEET; THENCE SOUTH 89°09'59" EAST, A DISTANCE OF 64.56 FEET; THENCE NORTH 83°16'39" EAST, A DISTANCE OF 90.41 FEET; THENCE NORTH 72°22'34" EAST, A DISTANCE OF 64.33 FEET; THENCE NORTH 63°02'07" EAST, A DISTANCE OF 40.91 FEET; THENCE NORTH 67°39'44" EAST, A DISTANCE OF 15.67 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (OCOEE-APOPKA ROAD), A VARYING RIGHT OF WAY, PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY PROJECT NUMBER 75320-6460-602/603, ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,351.97 FEET, A CENTRAL ANGLE OF 11°27'59" AND A CHORD BEARING OF SOUTH 10°24'36" WEST; THENCE FROM A TANGENT BEARING SOUTH 16°08'36" WEST, SOUTHERLY 470.70 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED WEST ORANGE TRAIL; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, SOUTH 73°30'51" WEST, A DISTANCE OF 535.21 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST ORANGE TRAIL TO THE POINT OF BEGINNING.

CONTAINING 13.51 ACRES, MORE OR LESS.

AND

PARCEL 2

A PORTION OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTHEAST CORNER OF LOT 1, OCOEE CROWN POINT PUD PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGES 24 THROUGH 26, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 15°50'01" EAST, A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF WEST ORANGE TRAIL, A 39.00 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 5043, PAGE 2627; THENCE NORTH 73°30'51" EAST, A DISTANCE OF 521.07 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (OCOEE-APOPKA ROAD), PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY PROJECT NUMBER 75320-6460-602/603, AND A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,351.97 FEET, A CENTRAL ANGLE OF 07°45'27" AND A CHORD BEARING OF SOUTH 00°11'57" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 03°40'47" WEST, SOUTHERLY 318.45 FEET ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 90°00'00" WEST, A DISTANCE OF 452.37 FEET; THENCE NORTH 15°51'31" WEST, A DISTANCE OF 177.07 FEET TO THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF WEST ORANGE TRAIL, AND THE POINT OF BEGINNING.

CONTAINING 2.69 ACRES, MORE OR LESS.

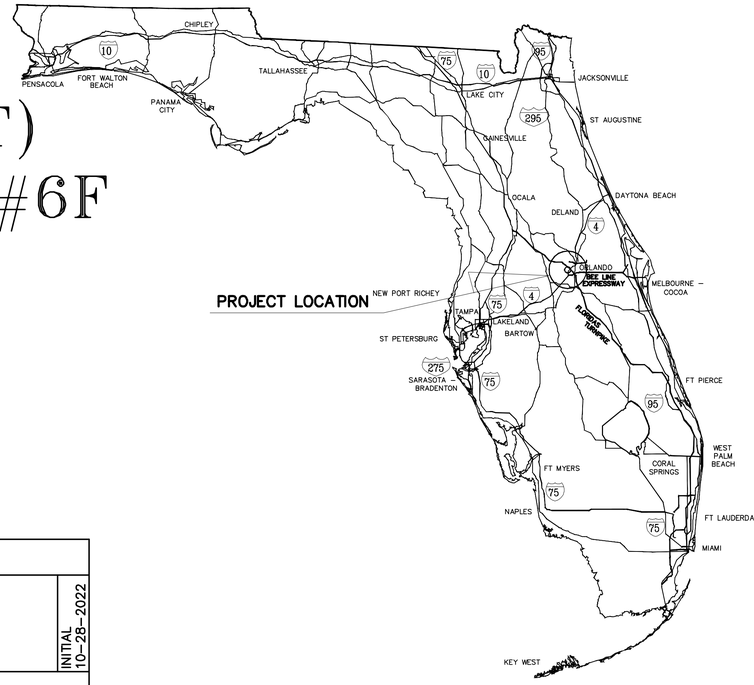
SHEET INDEX – CIVIL PLANS				
NO.	DESCRIPTION	INITIAL 10-28-2022	REV 2 1-13-2023	REV 3 1-19-2023
C001	COVER SHEET	●	●	●
C002	GENERAL NOTES	●		●
C030	SURVEY SHEET	●		
C031	SURVEY SHEET	●		
C032	SURVEY SHEET	●		
C033	SURVEY SHEET	●		
C034	SURVEY SHEET	●		
C035	SURVEY SHEET	●		
C036	SURVEY SHEET	●		
C037	SURVEY SHEET	●		
C040	BASIN MAP	●		
C050	DEMO PLAN	●		
C060	EROSION CONTROL PLAN	●		
C070	FIRE ACCESS PLAN	●		
C100	OVERALL SITE PLAN	●		
C101	GEOMETRY PLAN	●		
C102	GEOMETRY PLAN	●		
C103	GEOMETRY PLAN	●		
C104	GEOMETRY PLAN	●		
C105	GEOMETRY PLAN	●		
C107	GEOMETRY PLAN	●		
C106	GEOMETRY PLAN	●		
C200	OVERALL GRADING AND DRAINAGE PLAN	●	●	
C201	GRADING AND DRAINAGE PLAN	●	●	
C202	GRADING AND DRAINAGE PLAN	●	●	
C203	GRADING AND DRAINAGE PLAN	●		
C204	GRADING AND DRAINAGE PLAN	●	●	
C205	GRADING AND DRAINAGE PLAN	●	●	
C206	GRADING AND DRAINAGE PLAN	●		
C207	GRADING AND DRAINAGE PLAN	●		
C220	ROAD PROFILES	●		
C221	ROAD PROFILES	●		
C222	ROAD PROFILES	●		
C223	ROAD PROFILES	●		
C300	OVERALL UTILITY PLAN	●		
C301	UTILITY PLAN	●		
C302	UTILITY PLAN	●		
C303	UTILITY PLAN	●		
C304	UTILITY PLAN	●		
C305	UTILITY PLAN	●		
C306	UTILITY PLAN	●		
C307	UTILITY PLAN	●		
C400	EROSION CONTROL DETAILS	●		
C410	SITE DETAILS	●		
C411	SITE DETAILS	●		
C420	GRADING AND DRAINAGE DETAILS	●		
C421	SECTIONS AT WETLAND		●	
C430	UTILITY DETAILS	●		
C431	UTILITY DETAILS	●		
C432	UTILITY DETAILS	●		

SHEET INDEX		
NO.	DESCRIPTION	INITIAL 10-28-2022
	LANDSCAPE PLANS	
	LANDSCAPE COVER SHEET	●
pLA-100	LANDSCAPE CODE PLAN	●
LA-100	SITE PLAN	●
LA-101	HARDSCAPE MATERIALS PLAN	●
LA-102	HARDSCAPE MATERIALS PLAN	●
LA-103	HARDSCAPE MATERIALS PLAN	●
LA-104	HARDSCAPE MATERIALS PLAN	●
LA-105	HARDSCAPE MATERIALS PLAN	●
LA-201	HARDSCAPE LAYOUT PLAN	●
LA-202	HARDSCAPE LAYOUT PLAN	●
LA-203	HARDSCAPE LAYOUT PLAN	●
LA-204	HARDSCAPE LAYOUT PLAN	●
LA-205	AMENITY AREA LAYOUT PLAN	●
LA-206	PARK LAYOUT PLAN	●
LA-207	PARK LAYOUT PLAN	●
LA-208	HARDSCAPE DETAILS	●
LA-209	HARDSCAPE DETAILS	●
LA-210	HARDSCAPE DETAILS	●
LA-301	HARDSCAPE GRADING PLAN	●
LA-302	HARDSCAPE GRADING PLAN	●
LA-303	HARDSCAPE GRADING PLAN	●
LA-304	HARDSCAPE GRADING PLAN	●
LA-305	HARDSCAPE GRADING PLAN	●
LA-401	LANDSCAPE PLAN	●
LA-402	LANDSCAPE PLAN	●
LA-403	LANDSCAPE PLAN	●
LA-404	LANDSCAPE PLAN	●
LA-405	LANDSCAPE PLAN	●
LA-406	LANDSCAPE PLAN	●
LA-501	IRRIGATION PLAN	●
	BUILDING ELEVATIONS	
A-1	PROJECT ELEVATIONS	●
A-2	PROJECT ELEVATIONS	●
A-3	PROJECT ELEVATIONS	●
A-4	PROJECT ELEVATIONS	●
A-5	PROJECT ELEVATIONS	●
A-6	PROJECT ELEVATIONS	●
A-7	PROJECT ELEVATIONS	●
A-8	PROJECT ELEVATIONS	●
A-9	PROJECT ELEVATIONS	●
A-10	PROJECT ELEVATIONS	●

OCTOBER 28, 2022

3 NOTES:

1. THIS DESIGN IS BASED ON THE 2021 ORANGE COUNTY UTILITIES MANUAL.



OWNER/CONSULTANTS :

OWNER
CITY OF OCOEE
150 N. LAKESHORE DRIVE
OCOEE, FLORIDA 34761

DEVELOPER
WRE DEVELOPMENT
101 SOUTH 12TH ST. SUITE 101
TAMPA, FLORIDA 33602
PHONE: 813-267-1725
CONTACT: HOLLY COLLINS-GARCIA
EMAIL: HJOLLY@WIREDEVCO.COM

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1200 HILLCREST ST. SUITE 200
ORLANDO, FL 32803
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LANDSCAPE ARCHITECT
TODD MCCURDY LANDSCAPE ARCHITECT, LLC.
5359 BRANDT LANE
ORLANDO, FL 32814
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CONTACT: TODD MCCURDY, FASLA
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SURVEYOR
SOUTHEASTERN SURVEYING AND MAPPING
6500 ALL AMERICAN BLVD
ORLANDO, FLORIDA 32810
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CONTACT: EDWIN MUNOZ JR., PSM
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FK ARCHITECTURE
2555 TEMPLE TRAIL
WINTER PARK, FLORIDA 32789
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CONTACT: TREY HOWARD
EMAIL: TREYH@FKCOMPANIES.COM

UTILITY AGENCIES :

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1800 AD MIMS ROAD
OCOEE, FL 34761
PHONE: 407-905-3159

ORANGE COUNTY UTILITIES (WATER/SEWER)
9150 CURRY FORD ROAD
ORLANDO, FL 32825
PHONE: 407-836-5515

OCOEE ENGINEERING DEPARTMENT
150 N LAKESHORE DRIVE
OCOEE, FL 34761
PHONE: 407-905-3159

ST JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD)
601 S. LAKE DESTINY RD. SUITE 200
MAITLAND, FLORIDA 32851
PHONE: 407-659-4800

CENTURYLINK
1101 E. DONEGAN AVE.
KISSIMMEE, FL 34744
PHONE: 407-390-6323
CONTACT: MICHAEL Y. HAN

DUKE ENERGY
452 E. CROWN POINT RD.
WINTER GARDEN, FLORIDA 34787
PHONE: 407-905-3303
CONTACT: JEFF ZAHARIAS

CITY OF OCOEE JURISDICTION

WATER: ORANGE COUNTY UTILITIES
SEWER: ORANGE COUNTY UTILITIES
RECLAIMED: CITY OF OCOEE UTILITIES
OCOEE APOPKA ROAD: ORANGE COUNTY

HARRIS
Harris Civil Engineers, LLC

1200 E. Hillcrest Street
Suite 200
Orlando, Florida 32803

Phone: (407) 629-4777
Fax: (407) 629-7888

www.harriscivilengineers.com
EB 9814

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
1.	2/05/22	CITY COMMENTS
2.	1/13/23	ST. JOHN'S RAI #1
3.	2/7/23	OCU COMMENTS (12/15/22)
		COO COMMENTS (10/28/22)
4.		
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25.		

COVER SHEET

Design: CD
Drawn: CD
Checked: AA

Scale: AS NOTED
Date: 10/28/2022
Project No.:07399002

Release:
CITY RESUBMITTAL
2/7/2023

C001

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FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C001 COVER SHEET.DWG
PLOT: 1/19/2023 - 4:50PM USER: CARLOSA

PERMITS, PLANS, AND SHOP DRAWING NOTES

1. PURSUANT TO RULE 403.859(6), FLORIDA STATUTES, DO NOT PROVIDE WATER SERVICE TO THIS PROJECT(OTHER THAN FLUSHING/TESTING) UNTIL THE DEPARTMENT OF ENVIRONMENTAL PROTECTION HAS ISSUED A LETTER OF CLEARANCE OR THE UTILITY SHALL BE SUBJECT TO ENFORCEMENT ACTION.
2. A FLORIDA DEP PERMIT FOR THE WATER DISTRIBUTION SYSTEM SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. A STAMPED APPROVED SET OF PLANS BY THE CITY OF OCOEE SHALL BE PRESENT ON SITE AT ALL TIMES.
4. ALL INFRASTRUCTURE AND IMPROVEMENTS SHALL CONFORM TO THE MOST STRINGENT STANDARDS AND SPECIFICATIONS SET FORTH IN THE GENERAL NOTES (AS DETERMINED BY THE ENGINEER OF RECORD OR THE CITY ENGINEER) SHALL BE FOLLOWED AND WILL BE SUBJECT TO THEIR INSPECTION AND ACCEPTANCE.
5. THE CONTRACTOR SHALL REMAIN SOLELY RESPONSIBLE FOR ANY DESIGN CHANGES WHICH HE MAY INCORPORATE INTO THE PLANS WITHOUT PRIOR WRITTEN CONSENT AND / OR APPROVAL FROM THE OWNER AND THE ENGINEER.
6. THE CONTRACTOR SHALL COORDINATE ALL WORK WITHIN EACH EXISTING RIGHT OF WAY WITH THE CITY OF OCOEE, ORANGE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.
7. INSTALLATION OF MATERIALS AND/OR STRUCTURES PRIOR TO SHOP DRAWING APPROVAL IS DONE AT THE CONTRACTOR'S OWN RISK.
8. AT LEAST 30 DAYS PRIOR TO ANTICIPATED COMPLETION OF SITE CONSTRUCTION, THE FINAL CERTIFICATION PROCESS WILL BEGIN. THE CONTRACTOR SHALL PROVIDE DOCUMENTS AND INFORMATION, IN A TIMELY MANNER, TO ENGINEER, INCLUDING, WITHOUT LIMITATION:

   a. SURVEYED "AS-BUILTS" PER AS-BUILT SURVEY SCOPE IN SECTION 3 OF THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL.

   b. COMPACTION AND DENSITY TEST REPORTS, AND

   c. PRESSURE – TESTING AND BACTERIOLOGICAL TESTING RESULTS, AS REQUIRED, FOR WATER DISTRIBUTION AND/OR WASTEWATER COLLECTION/TRANSMISSION SYSTEMS.

   THE CONTRACTOR SHALL HAVE TWO (2) SETS OF AS-BUILT PLANS, SIGNED AND SEALED BY SURVEYOR OF RECORD, ON SITE THE DAY OF THE CIVIL ENGINEERING FINAL PUNCH LIST INSPECTION. THE GENERAL CONTRACTOR IS TO GIVE THE TWO AS-BUILT PLANS TO THE REPRESENTATIVE COMPLETING THE INSPECTION. IF ANY DEFICIENCIES ARE NOTED, ONE SET OF RED-LINED AS-BUILT PLANS WILL BE GIVEN TO THE GC FOR REVISIONS TO BE MADE. REVISED AS-BUILTS WILL NEED TO BE FORWARDED TO THE INSPECTOR BEFORE ANY CERTIFICATIONS CAN BE INITIATED.

   CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, APPROVED MATERIALS LIST, AND CITY DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED.
9. ALL TRAFFIC CONTROL DEVICES, EQUIPMENT AND INSTALLATION SHALL MEET THE REQUIREMENTS OF THE LOCAL JURISDICTION AND/OR FLORIDA DEPARTMENT OF TRANSPORTATION.
10. PARKING STALLS SHALL CONFORM WITH LOCAL CODE. ACCESSIBLE PARKING SPACES AND ACCESS ROUTES SHALL FURTHER CONFORM WITH CURRENT ADA REQUIREMENTS.
11. HANDICAP PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM WITH CURRENT ADA REQUIREMENTS AND LOCAL ORDINANCE.
12. LANDSCAPE SHALL BE TRIMMED TO ENSURE SIGHT VISIBILITY OF TRAFFIC CONTROL DEVICES.
13. ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING STANDARDS MANUAL MATERIALS LIST, AND DETAILS. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION TO THESE REQUIREMENTS.
14. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL SHALL BE REQUESTED IN WRITING BY THE ENGINEER OF RECORD AND MUST BE APPROVED IN WRITING BY THE CITY PRIOR TO CONSTRUCTION.

GOVERNING AGENCY	PERMIT	PROVIDED BY:
S.J.R.W.M.D.	STORM WATER PERMIT	OWNER
CITY OF OCOEE	CONSTRUCTION PERMIT	OWNER
CITY OF OCOEE	REUSE PERMIT	OWNER
F.D.E.P.	SEWER/WATER PERMIT	OWNER
CITY OF OCOEE	DRIVEWAY CONNECTION PERMIT	CONTRACTOR
CITY OF OCOEE	RIGHT-OF-WAY PERMIT	CONTRACTOR
CITY OF OCOEE	REUSE-WATER	OWNER
ORANGE COUNTY	SEWER/WATER/REUSE-WATER	OWNER
ORANGE COUNTY	RIGHT-OF-WAY PERMIT	OWNER

NOTE: ALL PERMITS NOT LISTED ARE TO BE OBTAINED BY CONTRACTOR

PAVING AND GRADING NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL AND THE LATEST EDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, UNLESS MORE STRINGENT REQUIREMENTS ARE STATED OTHERWISE IN THE SPECIFICATIONS OR ON THE PLANS.
2. THE CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL, PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IN WRITING IF ANY APPARENT DISCREPANCIES ARE FOUND.
3. SUBSURFACE INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FOR USE IN ESTABLISHING DESIGN CRITERIA FOR THE PROJECT.
4. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
5. ALL FILL SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY (AASHTO T-180), UNLESS OTHERWISE NOTED ON THE PLANS OR IN THE SPECIFICATIONS.
6. THE CONCRETE COMPRESSIVE STRENGTH FOR CURB AND GUTTER SHALL BE 2,500 PSI AT 28 DAYS (FDOT CLASS I).
7. THE CONTRACTOR SHALL REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS DISTURBED DURING CONSTRUCTION (UNDER THE DIRECTION OF A FLORIDA REGISTERED LAND SURVEYOR).
8. THE LOCATIONS OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE OWNER OR ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. PRIOR TO THE START OF CONSTRUCTION, 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 UTILITY COMPANY. EXISTING UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE CONTRACTOR.
9. THE CONTRACTOR SHALL ENSURE THAT ALL PERMITS FOR CONSTRUCTION ARE OBTAINED PRIOR TO STARTING WORK.
10. ALL PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTED UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.
11. ROADWAY MARKINGS AND STRIPING TO BE INSTALLED IN ACCORDANCE WITH FDOT INDEX #711-001 AND CITY STANDARDS.
12. THE CONTRACTOR SHALL PROVIDE FLAGMEN AND OTHER TRAFFIC MEASURES 12. NECESSARY TO PROTECT AND FACILITATE TRAFFIC MOVEMENT DURING CONSTRUCTION.
13. MAINTENANCE OF TRAFFIC SHALL CONFORM TO FDOT AND CITY OF OCOEE STANDARDS. CONTRACTOR SHALL PROVIDE A DETAILED MAINTENANCE OF TRAFFIC PLAN, ACCEPTABLE TO FDOT AND CITY OF OCOEE, WITH THEIR BID.
14. A 24-HOUR NOTICE WILL BE GIVEN TO THE ENGINEER OF RECORD AND CITY OF OCOEE PRIOR TO TESTING ANY ROADWAY SHOWN ON THESE PLANS.
15. CONTRACTOR SHALL OBTAIN ANY LANE CLOSURE PERMITS REQUIRED FOR CONSTRUCTION FROM THE APPLICABLE JURISDICTION.(COST FOR PERMIT TO BE INCLUDED IN BID.)
16. CONTRACTOR SHALL OBTAIN A RIGHT-OF-WAY UTILIZATION PERMITS FROM THE APPLICABLE JURISDICTION FOR ALL CONSTRUCTION OPERATIONS WITHIN PUBLIC RIGHTS-OF-WAY. (COST FOR PERMITS TO BE INCLUDED IN BID.)
17. CONTRACTOR SHALL INSTALL TEMPORARY BENCH MARKS AS SHOWN ON THE PLANS AT START OF CONSTRUCTION. ALL ELEVATIONS ARE BASED ON US NAVD88.
18. ALL "SOD" IN ROW TO BE SODDED WITH ST. AUGUSTINE.
19. ALL THE FINISHED FLOOR ELEVATIONS WILL EXCEED THE 100 YEAR FLOOD PLAIN BY A MINIMUM OF TWO FEET (2).
20. IN THE EVENT OF EXCESSIVE OFF-SITE TRACKING, THE CONTRACTOR WILL BE OBLIGATED TO INSTALL ADDITIONAL MEASURES.

AS-BUILT NOTES

1. AT LEAST 30 DAYS PRIOR TO ANTICIPATED COMPLETION OF SITE CONSTRUCTION, THE FINAL CERTIFICATION PROCESS WILL BEGIN. THE CONTRACTOR SHALL PROVIDE DOCUMENTS AND INFORMATION, IN A TIMELY MANNER, TO ENGINEER, INCLUDING, WITHOUT LIMITATION:

   a. SURVEYED "AS-BUILTS" PER AS-BUILT SURVEY SCOPE IN SECTION 3 OF THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL.

   b. COMPACTION AND DENSITY TEST REPORTS, AND

   c. PRESSURE – TESTING AND BACTERIOLOGICAL TESTING RESULTS, AS REQUIRED, FOR WATER DISTRIBUTION AND/OR WASTEWATER COLLECTION/TRANSMISSION SYSTEMS.

   THE CONTRACTOR SHALL HAVE TWO (2) SETS OF AS-BUILT PLANS, SIGNED AND SEALED BY SURVEYOR OF RECORD, ON SITE THE DAY OF THE CIVIL ENGINEERING FINAL PUNCH LIST INSPECTION. THE GENERAL CONTRACTOR IS TO GIVE THE TWO AS-BUILT PLANS TO THE REPRESENTATIVE COMPLETING THE INSPECTION. IF ANY DEFICIENCIES ARE NOTED, ONE SET OF RED-LINED AS-BUILT PLANS WILL BE GIVEN TO THE GC FOR REVISIONS TO BE MADE. REVISED AS-BUILTS WILL NEED TO BE FORWARDED TO THE INSPECTOR BEFORE ANY CERTIFICATIONS CAN BE INITIATED.
2. AS-BUILT CAD FILES SHALL BE PROVIDED IN CONFORMANCE WITH CITY OF OCOEE STANDARD ATTRIBUTES TABLE FOR AS-BUILTS
3. 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) 1 PDF COPY
   B) CAD COPY DRAWN IN STATE PLANE COORDINATES.

DEMOLITION NOTES

1. PRIOR TO COMMENCEMENT OF DEMOLITION THE CONTRACTOR WILL COORDINATE HIS ACTIVITIES WITH ALL THE UTILITY COMPANIES SERVING THIS CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
2. THE CONTRACTOR IS TO COMPLETELY REMOVE AND DISPOSE OF ALL STRUCTURES AND BUILDINGS THAT IS SO INDICATED INCLUDING FOUNDATIONS, TIMBER AND BRUSH, EXCEPT AS OTHERWISE INDICATED; STUMPS AND ROOTS; EXISTING PAVEMENT; OTHER STRUCTURES AS SHOWN OR REASONABLY IMPLIED IN THE DRAWINGS.
3. EXCEPT IN AREAS WHERE EXISTING TREES SHALL BE PRESERVED, A MINIMUM DEPTH OF REMOVAL SHALL BE (2) FOOT BELOW SUBGRADE IN ROADWAY AREAS AND TO ORIGINAL SOILS ELSEWHERE. WHERE EXISTING BUILDINGS ARE TO BE DEMOLISHED, ALL TRACES OF FOUNDATIONS AND UNDERGROUND UTILITIES ARE TO BE REMOVED (UNLESS OTHERWISE NOTED ON PLANS). THE CONTRACTOR IS RESPONSIBLE FOR PROPER DISPOSAL OF ALL WASTE MATERIAL.
4. WHERE PAVING OR STRUCTURES ARE TO BE REMOVED WHICH ABUT OR ARE A PART OF CONNECTED FACILITIES (THAT ARE OFF-SITE), RESTORATION OF ANY DAMAGE THAT MIGHT RESULT FROM DEMOLITION IS TO BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.
5. THE LOCATION OF ALL EXISTING UTILITIES, STORM DRAINAGE AND TREES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION AND IS GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE OWNER OR ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. PRIOR TO THE START OF DEMOLITION THE CONTRACTOR SHALL VISIT THE SITE AND DETERMINE THE EXISTENCE & LOCATION OF ALL STRUCTURES, UTILITIES & TREES SHOWN OR NOT ON THE PLANS, WHICH WOULD NEED TO BE REMOVED OR PRESERVED.
6. THE CONTRACTOR IS TO COORDINATE THE RELOCATION OR REMOVAL OF ALL OVERHEAD / UNDERGROUND UTILITIES, UTILITY POLES, LIGHTS AND LINES IN THE RIGHT-OF-WAY AND ON THE PROPERTY WITH THE APPROPRIATE SERVICE PROVIDER.
7. THE CONTRACTOR SHALL REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS DISTURBED DURING CONSTRUCTION. (UNDER THE DIRECTION OF A FLORIDA REGISTERED LAND SURVEYOR).

GEOMETRY NOTES

1. ALL SURVEY DATA USED AND CONDITIONS ASSUMED TO BE PRESENT IN PREPARATION OF THESE PLANS WAS PROVIDED BY L & S DIVERSIFIED HARRIS CIVIL ENGINEERS, LLC. DOES NOT ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS DATA.
2. THE CONTRACTOR SHALL VERIFY AND LOCATE ALL VERTICAL AND HORIZONTAL CONTROL POINTS PRIOR TO CONSTRUCTION. IF ANY DISCREPANCIES SHOULD BE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND SURVEYOR OF THE CONDITION IN WRITING PRIOR TO COMMENCING HIS CONSTRUCTION ACTIVITIES.
3. ALL PAVEMENT OFFSETS, RADII AND DIMENSIONS SHOWN ARE TO PROPOSED EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
4. THE CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL, PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS.
5. TRAFFIC SIGHTED MARKINGS
   A. ALL DRIVEWAYS EXISTING ONTO ANY PUBLIC OR PRIVATE STREET MUST HAVE A TRAFFIC CONTROL DEVICE ("30" STOP SIGN" MOUNTED 7' ABOVE THE PEDESTRIAN VEHICLE TRAVEL WAY (MEASURED FROM BOTTOM OF SIGN) AND THROUGHOUT THE SITE AS NECESSARY FOR SAFETY.
   B. ALL SIGN INSTALLATIONS SHALL COMPLY WITH SIZE, LOCATION AND HEIGHT (7') AS OUTLINED IN THE "MUTCD."
   C. PAVEMENT MARKINGS – GENERAL PRINCIPLES (SECTION 3A-5):
      1. PARKING LOT PAVEMENT MARKINGS SHALL BE WHITE (DIRECTIONAL ARROWS, STOP BARS, LINES DESIGNATING PARKING SPACES AND HANDICAPPED PARKING SYMBOLS).
      2. PAVEMENT MARKINGS ON TRAFFIC AISLES, PRIVATE STREETS OR PUBLIC STREETS SHALL CONFORM TO THE FOLLOWING:
         A. WHITE LINES DELINEATE THE SEPARATION OF TRAFFIC FLOWS IN THE SAME DIRECTION (AT DRIVEWAYS, WITHIN DRIVING AISLES AND ON STREETS).
         B. YELLOW LINES DELINEATE THE SEPARATION OF TRAFFIC IN THE OPPOSING DIRECTIONS (AT DRIVEWAYS, WITHIN DRIVING AISLES AND ON STREETS).
   D. A 24" STOP BAR SHALL BE PROVIDED AT ALL POINTS OF EGRESS IN CONFORMANCE WITH CITY OF OCOEE STANDARDS.
   E. ARROWS AND DIVIDING LINES IN CONFORMANCE WITH F.D.O.T. #711-001.
   F. ALL DESIGN AND CONSTRUCTION SHALL MEET THE CODES, STANDARDS, REGULATIONS & REQUIREMENTS OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA DEPARTMENT OF TRANSPORTATION, AND ALL OTHER PRESIDING AGENCIES.
   G. ALL TRAFFIC CONTROL DEVICES, EQUIPMENT AND INSTALLATION SHALL MEET LAKE COUNTY- TRANSPORTATION ENGINEERING BUREAU AND FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) STANDARDS, REGULATIONS & REQUIREMENTS.
6. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF OCOEE AND F.D.O.T. SPECIFICATIONS.

DRAINAGE NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO AND SHALL BE INSTALLED AND CLEARED FOR SERVICE IN ACCORDANCE WITH CITY OF OCOEE STANDARDS UNLESS MORE STRINGENT STATED REQUIREMENTS ARE OTHERWISE IN THE SPECIFICATIONS, OR SHOWN ON THE PLANS.
2. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES AT PROPOSED CROSSINGS AND POINTS OF CONNECTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UTILITY CONFLICTS.
3. SUBSURFACE INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FOR USE IN ESTABLISHING DESIGN CRITERIA FOR THE PROJECT. THE ACCURACY OF THIS INFORMATION IS NOT GUARANTEED AND IS NOT TO BE CONSTRUED AS PART OF THE PLANS GOVERNING CONSTRUCTION OF THE PROJECT.
4. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS, CONTRACT DOCUMENTS AND RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER. (AS APPLICABLE).
5. ALL POND SIDE SLOPES ARE TO BE SODDED WITH ST. AUGUSTINE.
6. WHEN TRENCH EXCAVATION EXCEEDS FIVE (5) FEET IN DEPTH:
   A. CONTRACTOR SHALL CONFORM TO OSHA STD. 29CFR. SECTION 1926.650 AND FLORIDA TRENCH SAFETY ACT.
   B. THE CONTRACTOR SHALL PROVIDE WRITTEN ASSURANCE OF COMPLIANCE WITH THIS LAW.
   C. TRENCH SAFETY SYSTEM SHALL BE DESIGNED BY THE CONTRACTOR.
7. ALL DRAINAGE PIPING SHALL HAVE A MINIMUM OF 3 FEET OF COVER UNLESS SHOWN OTHERWISE ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
8. ALL DRAINAGE PIPES ARE REINFORCED CONCRETE PIPE, CLASS III, UNLESS OTHERWISE NOTED. ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC WRAP PER F.D.O.T. INDEX # 430-001.
9. DRAINAGE STRUCTURE TOP ELEVATION REFERS TO TOP OF FINISHED STRUCTURE.
10. THE CONTRACTOR SHALL LOCATE AND VERIFY VERTICAL AND HORIZONTAL LOCATIONS ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.
11. THE CONTRACTOR SHALL ENSURE THAT PERMITS FOR CONSTRUCTION ARE OBTAINED PRIOR TO STARTING WORK.
12. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS, ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE. CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION. THE FOLLOWING COMPANIES INFORMATION IS LOCATED ON THE COVER SHT. OF THE PLANS.
13. THE LOCATIONS OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE OWNER OR ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. PRIOR TO THE START OF CONSTRUCTION, 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 UTILITY COMPANY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY. EXISTING UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED AS DIRECTED ON THE PLANS.
14. ALL PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTED UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.

SOIL EROSION AND SEDIMENTATION CONTROL NOTES

1. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO CITY OF OCOEE STANDARDS AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO, ANY CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.
3. SUCH MATERIALS FROM WORK ON THIS PROJECT SHALL BE CONTAINED, AND NOT ALLOWED TO COLLECT ON ANY OFF-PERIMETER AREAS OR IN WATERWAYS. THESE INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
4. DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF THESE EFFORTS. ANY NECESSARY REMEDIES SHALL BE PERFORMED WITHOUT DELAY.
5. ALL MUD, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING STATE, COUNTY, CITY OR PRIVATE ROADS AND FACILITIES FROM THIS SITE, DUE TO CONSTRUCTION, SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
6. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES DAYS AFTER FINAL GRADING. WHEN IT IS NOT POSSIBLE TO PERMANENTLY PROTECT A DISTURBED AREA IMMEDIATELY AFTER GRADING OPERATIONS, TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED. A CERTIFICATE OF COMPLIANCE WILL NOT BE ISSUED UNTIL THE ABOVE REQUIREMENTS HAVE BEEN MET.

OCU GENERAL NOTES

3

1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF INCLUDING, BUT NOT LIMITED TO; WATER MAINS, WASTEWATER FORCE MAINS AND GRAVITY MAINS, RECLAIMED WATER MAINS, ELECTRIC, GAS, CABLE TV, TELECOMMUNICATIONS, STORM WATER, FIBER OPTIC AND OTHER UNDERGROUND FACILITIES. MAIN LOCATIONS SHOWN ON PLANS MAY NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. SHOULD A PIPE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OUC DISPATCH OPERATOR (407-836-2777) AND THE OUC INSPECTOR.
3. THE CONTRACTOR SHALL NOTIFY THE OCU CONSTRUCTION INSPECTION SECTION, FIELD SERVICES DIVISION AT LEAST 10 CALENDAR DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT BY CALLING (407) 254-9798.
4. THE CONTRACTOR SHALL NOTIFY THE OCU CONSTRUCTION INSPECTOR IN ACCORDANCE WITH TABLE 4110-1 "UTILITIES' SCHEDULE OF NOTIFICATIONS IN THIS MANUAL.
5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONNECTING TO THE OCU SYSTEM SHALL BE IN CONFORMANCE WITH THE STANDARDS, CONSTRUCTION SPECIFICATIONS, AND APPENDIX D IN THIS MANUAL.
6. ALL EXISTING UTILITIES INCLUDING BUT NOT LIMITED TO; WATER MAINS, FORCE MAINS, RECLAIMED WATER MAIN, SANITARY GRAVITY PIPES, STORM WATER PIPES, ELECTRIC, TELEPHONE, GAS, POLES AND STAYS, CABLE TV AND OTHER UTILITY FACILITIES WITHIN THE LIMITS OF THE PROJECT WILL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL ADJUST ALL EXISTING OCU MAINS AND FACILITIES IN CONFLICT WITH NEW GRADE, NEW OR ALTERED ROADWAYS, SIDEWALKS, DRIVEWAYS, CURBS, OR STORM WATER IMPROVEMENTS. OCU FACILITIES TO BE ADJUSTED INCLUDE, BUT ARE NOT LIMITED TO; PIPELINES, PUMP STATIONS, VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, AND METERS. ALL ADJUSTMENTS SHALL BE MADE TO CURRENT STANDARDS.
8. ONLY OCU PERSONNEL SHALL OPERATE EXISTING OCU WATER, WASTEWATER, AND RECLAIMED WATER VALVES. THE CONTRACTOR IS RESPONSIBLE FOR OPERATING ANY NEWLY INSTALLED VALVE THAT HAS NOT BEEN CLEARED FOR USAGE BY FDEP AND OCU. THE CONTRACTOR SHALL COORDINATE VALVE OPERATION WITH THE OCU INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY OCU, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPROPRIATE UTILITY REPRESENTATIVE.
9. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERRUPTIONS IN WATER, WASTEWATER, OR RECLAIMED WATER SERVICE. THE CONTRACTOR SHALL COORDINATE PRE-APPROVED INTERRUPTIONS OF SERVICE WITH THE OCU INSPECTOR 7 WORKING DAYS IN ADVANCE AND WRITTEN NOTICE SHALL BE GIVEN TO AFFECTED CUSTOMERS AT LEAST 4 WORKING DAYS IN ADVANCE.
10. THE CONTRACTOR SHALL PROVIDE FOR BYPASSING AND / OR HAULING OF WASTEWATER DURING APPROVED INTERRUPTIONS OF WASTEWATER FLOWS AND CONNECTIONS. THE CONTRACTOR SHALL SUBMIT A BYPASS OR HAUL PLAN, REVIEWED AND APPROVED BY A PROFESSIONAL ENGINEER TO OCU DEVELOPMENT ENGINEERING AND TO THE INSPECTOR FOR APPROVAL PRIOR TO IMPLEMENTATION BY CONTRACTOR.
11. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. DO NOT CONNECT NEWLY CONSTRUCTED WATER MAINS TO ANY EXISTING WATER MAINS UNLESS CLEARED BY FDEP AND OCU.
12. THE CONTRACTOR SHALL PROVIDE A JUMPER ASSEMBLY WITH AN APPROVED BACKFLOW PREVENTER FOR MAKING TEMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE IN ORDER TO CHLORINATE AND FLUSH NEW WATER MAINS WITH POTABLE WATER. ANY TEMPORARY POTABLE WATER CONNECTIONS TO RECLAIMED WATER OR FORCE MAIN SHALL ALSO BE EQUIPPED WITH AN APPROVED BACKFLOW PREVENTER.
13. FOR PVC PIPE, NO JOINT DEFLECTION OR PIPE BENDING IS ALLOWED. ALIGNMENT CHANGE SHALL BE MADE ONLY WITH FITTINGS.
14. FOR DIP PIPE, LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD PIPE BY DEFLECTIONS AT THE JOINTS. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTINGS AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.
15. FOR APPROVED PVC OR HDPE PIPE USED IN A HORIZONTAL DIRECTIONAL DRILL INSTALLATION, THE CURVATURE AND/OR DEFLECTION SHALL NOT EXCEED THE PARAMETERS ESTABLISHED IN THIS MANUAL.
16. ALL DAMAGE TO ORANGE COUNTY INFRASTRUCTURE, PIPELINES, AND ASSETS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE WITH AN APPROVED METHOD BY THE COUNTY. IF THE REPAIR IS NOT PERFORMED IN A TIMELY MANNER, AS DETERMINED BY THE ORANGE COUNTY UTILITY INSPECTOR, ORANGE COUNTY MAY PERFORM REPAIRS AND THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
17. THE CONTRACTOR SHALL BE LIABLE FOR ANY AND ALL SANITARY SEWER OVERFLOWS (SSO) ASSOCIATED WITH THE WORK, REGARDLESS OF FAULT. THE CONTRACTOR WILL BE ASSESSED PENALTIES FOR ANY AND EACH SSO AS SPECIFIED IN SECTION 3110, GENERAL CONSTRUCTION REQUIREMENTS.

UTILITY NOTES

PRIOR TO COMMENCING ANY CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES, INCLUDING WITHOUT LIMITATION POTABLE WATER RECLAIMED WATER, SANITARY SEWER, AND SERVICE UTILITIES AT POINTS OF CONNECTION, POINTS OF CROSSING, AND/OR POTENTIAL CONFLICT. NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS.

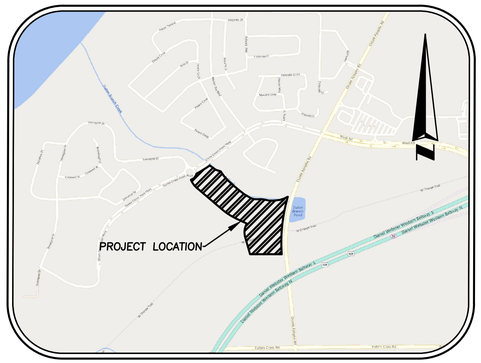
A. GENERAL

1. THE LOCATIONS OF EXISTING UTILITIES SUCH AS WATER MAINS SEWERS, GAS LINES, ETC., SHOWN ON THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION AND ARE SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER AND OWNER ASSUME NO

OCOEE CROWN POINT TOPOGRAPHIC SURVEY

Section 6, Township 22 South, Range 28 East
Orange County, Florida

VICINITY MAP
NOT TO SCALE


PROJECT LOCATION
Ocoee Apopka Rd
Ocoee Apopka Rd
Tubeway Dr
Tubeway Dr
Tubeway Dr

P:\67730 – OCOEE CROWN POINT\DWG C3D\67730002.dwg

SHEET NUMBER 2 OF 8
NOT VALID WITHOUT SHEETS
1 THROUGH 8

SSMC
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION

REVISION DATE	REVISION	BY
01/05/2023	Additional Topographic Info Sheet 5,7,8	STK
1/23/2023	Added Conservation Easement	EM
2/09/23	Added Conservation Parcel 1	AA

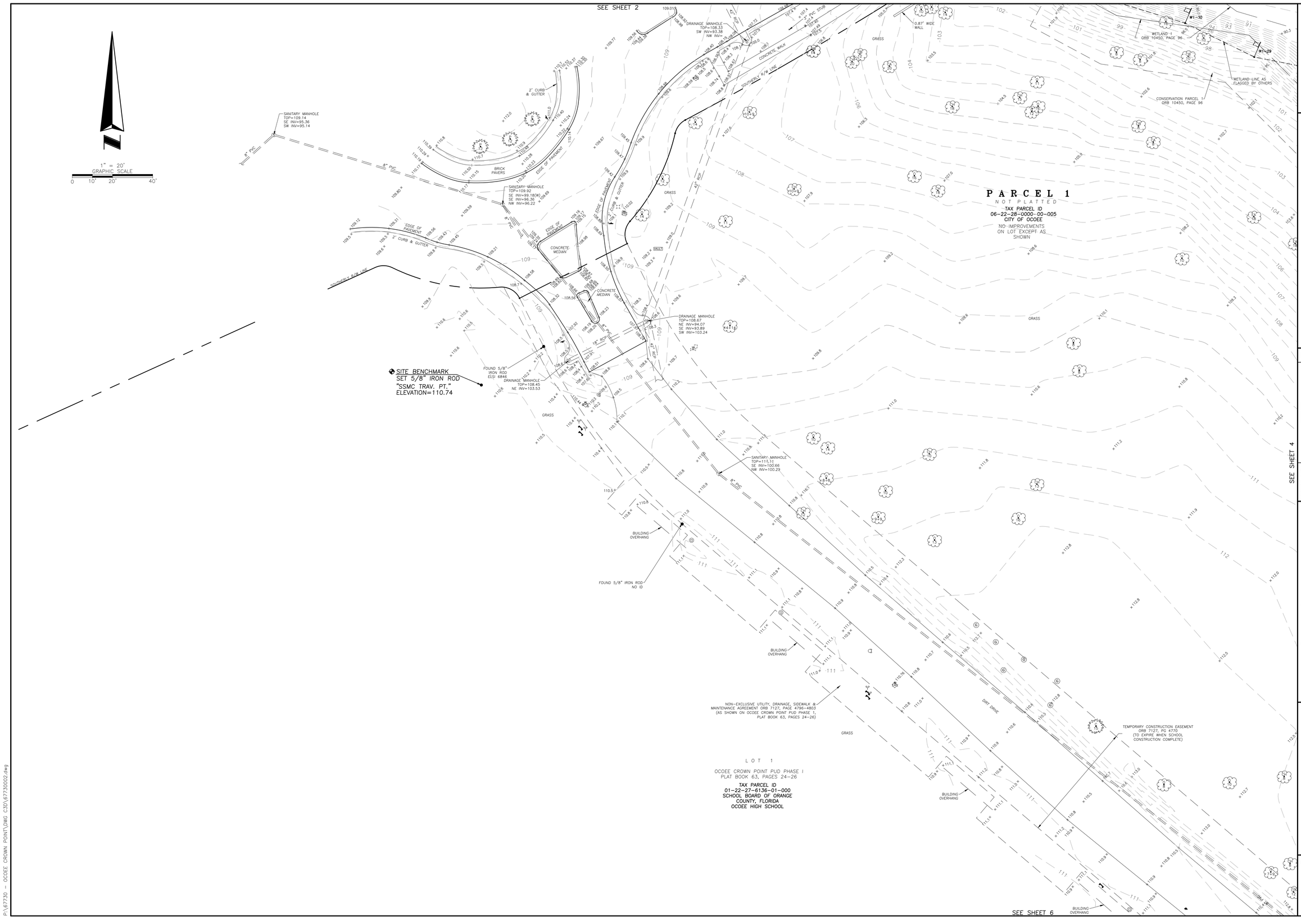
Topographic Survey

Project: OCOEE CROWN POINT PARKWAY
OCOEE, FLORIDA

Field Date: May 18, 2022 | Drawn By: AA | Scale: 1" = 20'

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
67730002
SHEET
NUMBER
C031



SHEET NUMBER 3 OF 8
NOT VALID WITHOUT SHEETS 1 THROUGH 8

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SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

SEE SHEET 4

REVISION DATE	REVISION	BY
01/05/2023	Additional Topographic Info Sheet 5,7,8	STK
1/23/2023	Added Conservation Easement	EM
2/09/23	Added Conservation Parcel 1	AA

Topographic Survey

Project: OCOEE CROWN POINT PARKWAY
OCOEE, FLORIDA

Field Date: May 18, 2022 | Drawn By: AA | Scale: 1" = 20'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
67730002
SHEET NUMBER
C032

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SEE SHEET 2

SEE SHEET 3

SEE SHEET 5

SEE SHEET 6

SEE SHEET 7

WESTYN BAY COMMERCIAL
PLAT BOOK 88, PAGES 146-148

"TRACT A" DRAINAGE/STORM WATER TRACT

TAX PARCEL ID
06-22-28-9243-01-000
DOLLAR TREE STORES, INC

GRASS

CENTERLINE OF STATEN BRANCH & SOUTH LINE OF TRACT R PER WESTYN BAY-PHASE 1 PLAT BOOK 54, PAGES 29-36

WETLAND LINE AS FLAGGED BY OTHERS

CONSERVATION PARCEL 1 ORB 10450, PAGE 96

WETLAND 1 ORB 10450, PAGE 96

STATEN BRANCH CREEK
TRACT R - CONSERVATION TRACT
WESTYN BAY-PHASE 1
PLAT BOOK 54, PAGES 29-36

TAX PARCEL ID
06-22-28-9244-18-000
CITY OF OCOEE

PARCEL 1
NOT PLATTED
TAX PARCEL ID
06-22-28-0000-00-005
CITY OF OCOEE
NO IMPROVEMENTS ON LOT EXCEPT AS SHOWN

W1-28 W1-27 W1-26 W1-25 W1-24 W1-23 W1-22 W1-21 W1-20 W1-19 W1-18 W1-17 W1-16 W1-15 W1-14 W1-13 W1-10

1" = 20'
GRAPHIC SCALE
0 10' 20' 40'

SHEET NUMBER 4 OF 8
NOT VALID WITHOUT SHEETS
1 THROUGH 8

SSMC
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SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION

REVISION	DATE	BY
Additional Topographic Info Sheet 5,7,8	01/05/2023	STK
Added Conservation Easement	1/23/2023	EM
Added Conservation Parcel 1	2/09/23	AA

Topographic Survey

Project:
OCOEE CROWN POINT PARKWAY
OCOEE, FLORIDA

Field Date: May 18, 2022
Drawn By: AA
Scale: 1" = 20'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
67730002
SHEET NUMBER
C033

P:\67730 - OCOEE CROWN POINT\DWG C3D\67730002.dwg

SEE SHEET 4

WESTYN BAY COMMERCIAL
PLAT BOOK 88, PAGES 146-148

"TRACT A" DRAINAGE/STORM WATER TRACT

TAX PARCEL ID
06-22-28-9243-01-000
DOLLAR TREE STORES, INC

LOT 1
WESTYN BAY COMMERCIAL
PLAT BOOK 88, PAGES 146-148

TAX PARCEL ID
06-22-28-9243-01-000
DOLLAR TREE STORES, INC

STATEN BRANCH CREEK
TRACT R - CONSERVATION TRACT
WESTYN BAY-PHASE 1
PLAT BOOK 54, PAGES 29-36

TAX PARCEL ID
06-22-28-9244-18-000
CITY OF OCOEE

SITE BENCHMARK
SET NAIL & DISK
"SSMC TRAV. PT."
ELEVATION=109.92

COUNTY ROAD 437/
OCOEE-APOPKA ROAD
RIGHT OF WAY VARIES
ORL80-ORANGE COUNTY EXPRESSWAY
AUTHORITY R/W PER PROJECT NO.
75320-6460-602/603

DOLLAR TREE
ASPHALT PARKING

EDGE OF PAVEMENT

CONCRETE

GRASS

ASPHALT PAVEMENT

PAINT STRIPE

2' CURB & GUTTER

CONCRETE WALK

INVERT=100.56

INVERT=104.12

INVERT=99.96

AUTO FLUSHING DEVICE

0.87' HEADWALL

36" RCP

24" RCP

PRIVATE ENTRANCE

2' CURB & GUTTER

INVERT=104.66

6' CHAINLINK FENCE WITH 1' OF (3) BARBED WIRE

APPARENT RIGHT OF WAY

TRAFFIC

OHL

WETLAND LINE AS FLAGGED BY OTHERS

W1-9

NORTH LINE OF WETLAND 1
ORB 10450, PAGE 96

SEE SHEET 7

1" = 20'
GRAPHIC SCALE
0 10' 20' 40'

SHEET NUMBER 5 OF 8
NOT VALID WITHOUT SHEETS
1 THROUGH 8

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION

SSMC
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REVISION DATE:	REVISION	BY
01/05/2023	Additional Topographic Info Sheet 5,7,8	STK
1/23/2023	Added Conservation Easement	EM
2/09/23	Added Conservation Parcel 1	AA

Topographic Survey

Project:
OCOEE CROWN POINT PARKWAY
OCOEE, FLORIDA

Field Date: May 18, 2022 | Drawn By: AA | Scale: 1" = 20'

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
67730002
SHEET NUMBER
C034

P:\67730 - OCOEE CROWN POINT\DWG CSD\67730002.dwg

SEE SHEET 3

SEE SHEET 4

1" = 20'
GRAPHIC SCALE
0 10' 20' 40'

BUILDING OVERHANG

NORTHERLY LINE OF PLAT BOOK 63, PAGE 24-26

DIRT DRIVE

CONCRETE SLAB FOR WATER/SEWER VALVES & METERS (TYPICAL)

BUILDING OVERHANG

FOUND 5/8" IRON ROD ELSI 6846

GRASS

NON-EXCLUSIVE UTILITY, DRAINAGE, SIDEWALK & MAINTENANCE AGREEMENT ORB 7127, PAGE 4796-4803 (AS SHOWN ON OCOEE CROWN POINT PUD PHASE 1, PLAT BOOK 63, PAGES 24-26)

L O T 1

OCOEE CROWN POINT PUD PHASE I
PLAT BOOK 63, PAGES 24-26

TAX PARCEL ID
01-22-27-6136-01-000
SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA
OCOEE HIGH SCHOOL

P A R C E L 1

N O T P L A T T E D

TAX PARCEL ID
06-22-28-0000-00-005
CITY OF OCOEE

NO IMPROVEMENTS ON LOT EXCEPT AS SHOWN

CA 12+10+10+10

SANITARY MANHOLE
TOP=111.20
SE INV=103.15
SW INV=102.93
NW INV=102.69

8" SSC

TEMPORARY CONSTRUCTION EASEMENT ORB 7127, PG 4770 (TO EXPIRE WHEN SCHOOL CONSTRUCTION COMPLETE)

FOUND 5/8" IRON ROD NO ID (BENT SW)

DIRT DRIVE

GRASS

FOUND 5/8" IRON ROD LB 7153

EA 24

OHL

FOUND 5/8" IRON ROD VHB LB 7153

FUTURE ROAD PLAT BOOK 63, PAGE 24-26

SEE SHEET 7

SEE SHEET 8

SHEET NUMBER 6 OF 8
NOT VALID WITHOUT SHEETS 1 THROUGH 8

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SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

REVISION DATE	REVISION	BY
01/05/2023	Additional Topographic Info Sheet 5,7,8	STK
1/23/2023	Added Conservation Easement	EM
2/09/23	Added Conservation Parcel 1	AA

Topographic Survey

Project: OCOEE CROWN POINT PARKWAY
OCOEE, FLORIDA

Field Date: May 18, 2022 | Drawn By: AA | Scale: 1" = 20'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
67730002
SHEET NUMBER
C035

P:\67730 - OCOEE CROWN POINT\DWG C3D\67730002.dwg

SEE SHEET 4

SEE SHEET 5

SEE SHEET 6

SEE SHEET 8

WETLAND LINE AS FLAGGED BY OTHERS

WETLAND LINE AS FLAGGED BY OTHERS

SOUTH LINE OF WETLAND 1 ORB 10450, PAGE 96

CONSERVATION PARCEL 1 ORB 10450, PAGE 96

W1-1 W1-2 W1-3 W1-4 W1-5 W1-6 W1-7 W1-8 W1-11 W1-12

PARCEL 1

NOT PLATTED

TAX PARCEL ID
06-22-28-0000-00-005
CITY OF OCOEE

NO IMPROVEMENTS ON LOT EXCEPT AS SHOWN

GRASS

DIRT DRIVE

TEMPORARY CONSTRUCTION EASEMENT ORB 7127, PG 4770 (TO EXPIRE WHEN SCHOOL CONSTRUCTION COMPLETE)

WEST ORANGE TRAIL
39.00' RIGHT OF WAY
ORB 5043, PAGES 2627-2657

TAX PARCEL ID 06-22-28-0000-00-070
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ORB 2666, PAGE 931

TAX PARCEL ID 06-22-28-0000-00-038
CITY OF WINTER GARDEN

NORTH R/W LINE

SOUTH R/W LINE

WEST R/W LINE

FOUND 5/8" IRON ROD
VHB LB 7153

COUNTY ROAD 437
OCOEE-APOPKA ROAD

RIGHT OF WAY VARIES
ORL&O-ORANGE COUNTY EXPRESSWAY AUTHORITY R/W PER PROJECT NO. 75320-6460-602/603

120.00'

ASPHALT RIGHT OF WAY

EDGE OF PAVEMENT

PAINT STRIPE

CONCRETE WALK

ASPHALT PAVEMENT

ASPHALT PAVEMENT SHOULDER

BROKEN ASPHALT APRON

CONCRETE SLAB

CONCRETE PAD

ASPHALT PAVEMENT

ADA MATS

REFLECTOR

GATE

6' CHAINLINK FENCE WITH 1' OF (3) BARBED WIRE

FIBER OPTIC

TRAFFIC

TRAFFIC SIGNAL

TRAFFIC SIGNAL ADA MAT

CABLE PHONE

COMM AT&T

OHL

INVERT=107.39

INVERT=107.67

INVERT=107.29

INVERT=107.62

INVERT=108.69

INVERT=107.87

INVERT=108.20

INVERT=108.78

15" RCP

15" CMP

24" HDPE

N

1" = 20'
GRAPHIC SCALE
0 10' 20' 40'

SHEET NUMBER 7 OF 8
NOT VALID WITHOUT SHEETS 1 THROUGH 8

SSMC
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

REVISION DATE	REVISION	BY
01/05/2023	Additional Topographic info Sheet 5,7,8	STK
1/23/2023	Added Conservation Easement	EM
2/09/23	Added Conservation Parcel 1	AA

Topographic Survey

Project: OCOEE CROWN POINT PARKWAY
OCOEE, FLORIDA

Field Date: May 18, 2022 | Drawn By: AA | Scale: 1" = 20'

. SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
67730002
SHEET NUMBER
C036

P:\67730 - OCOEE CROWN POINT\DWG C3D\67730002.dwg

SEE SHEET 6

SEE SHEET 7

EASTERLY LINE OF PLAT BOOK 63, PAGE 24-26

FUTURE ROAD PLAT BOOK 63, PAGE 24-26

FOUND 5/8" IRON ROD VHB LB 7153

FOUND 5/8" IRON ROD VHB LB 7153 60.00'

NORTH R/W LINE

TAX PARCEL ID 06-22-28-0000-00-070 ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ORB 2666, PAGE 931

WEST ORANGE TRAIL 39.00' RIGHT OF WAY ORB 5043, PAGES 2627-2657

TAX PARCEL ID 06-22-28-0000-00-038 CITY OF WINTER GARDEN

SOUTH R/W LINE

GRASS

ASPHALT PAVEMENT

FOUND 5/8" IRON ROD VHB LB 7153"

FOUND 5/8" IRON ROD VHB LB 7153 0.53'N

PARCEL 2

NOT PLATTED

TAX PARCEL ID 06-22-28-0000-00-082 CITY OF OCOEE

NO IMPROVEMENTS ON LOT EXCEPT AS SHOWN

NOT PLATTED

TAX PARCEL ID 01-22-27-6136-01-000 SCHOOL BOARD OF ORANGE COUNTY, FLORIDA (ORB 10881, PAGE 8146)

FOUND 5/8" IRON ROD VHB LB 7153"

COUNTY ROAD 437/ OCOEE-APOPKA ROAD

RIGHT OF WAY VARIES

ORL&O-ORANGE COUNTY EXPRESSWAY AUTHORITY R/W PER PROJECT NO. 75320-6460-602/603

ASPHALT PAVEMENT

PAINT STRIPE

EDGE OF PAVEMENT

CONCRETE WALK

GRASS

TRAFFIC

GAS

OHL

1" = 20'
GRAPHIC SCALE
0 10' 20' 40'

SHEET NUMBER 8 OF 8
NOT VALID WITHOUT SHEETS 1 THROUGH 8

SSMC
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

REVISION	REVISION DATE	BY
Additional Topographic info Sheet 5,7,8	01/05/2023	STK
Added Conservation Easement	1/23/2023	EM
Added Conservation Parcel 1	2/09/23	AA

Topographic Survey

Project: OCOEE CROWN POINT PARKWAY
OCOEE, FLORIDA

Field Date: May 18, 2022 | Drawn By: AA | Scale: 1" = 20'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
67730002
SHEET NUMBER
C037

P:\67730 - OCOEE CROWN POINT\DWG C3D\67730002.dwg

GRAPHIC SCALE
120 0 60 120
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

SJRWMD PERMIT
43494-2

BASINS BREAKDOWN		
DISCRIPTION	BASIN 8	BASIN 10
IMPERVIOUS	5.77 AC	1.49 AC
BUILDING	2.59 AC	0.4 AC
PERVIOUS	5.14 AC	0.79 AC
TOTAL	13.5 AC	2.68 AC

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Harris Civil Engineers, LLC
1200 E. Hillcrest Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888
www.harriscivilengineers.com
EB 9814

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
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BASIN MAP

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/28/2022
Project No.:07399002

Release:
CITY RESUBMITTAL
2/7/2023

C040

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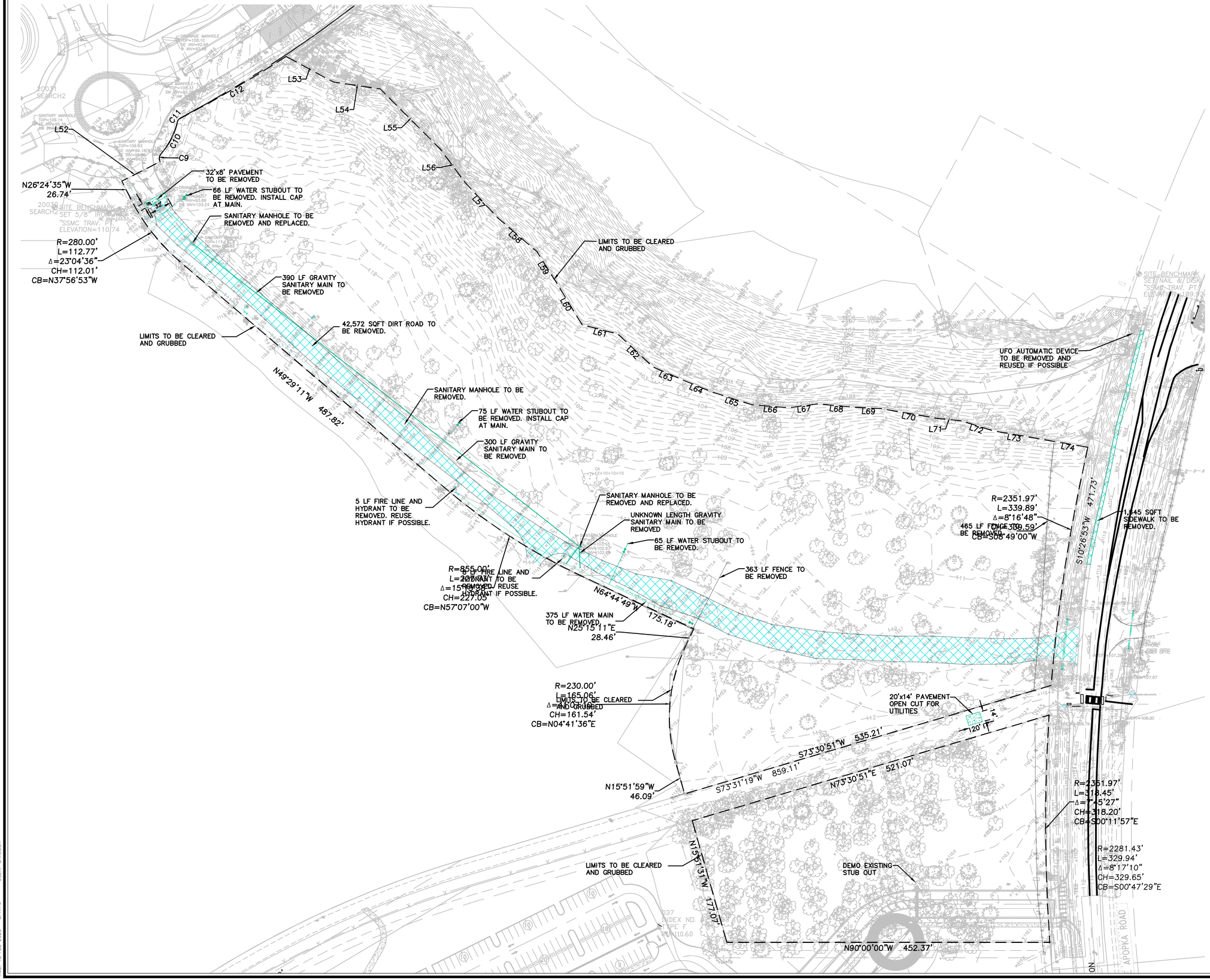
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C004 BASIN MAP.DWG
PLOT: 13, FEB 2023 - 5:17PM USER: CANICSA



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OCOEE CROWN POINT
MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

No.	Date	Description
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DEMO PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C050

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FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C005 DEMO PLAN.DWG
PLOT: 1:1 - Feb 2023 - 2:47PM USER: CARLOSA

MAINTENANCE / INSPECTION PROCEDURES.

INSPECTIONS

VISUAL INSPECTIONS OF ALL CLEARED AND GRADED AREAS OF THE CONSTRUCTION SITE WILL BE PERFORMED DAILY AND WITHIN 12 HOURS OF THE END OF A STORM WITH RAINFALL AMOUNTS GREATER THAN 0.5 INCHES. THE INSPECTION WILL VERIFY THAT THE STRUCTURAL BMPS ARE IN GOOD CONDITION AND ARE MINIMIZING EROSION. THE INSPECTION WILL ALSO VERIFY THAT THE PROCEDURES USED TO PREVENT STORM WATER CONTAMINATION FROM CONSTRUCTION MATERIALS AND PETROLEUM PRODUCTS ARE EFFECTIVE.

THE FOLLOWING INSPECTION AND MAINTENANCE PRACTICES WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS.

1. BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCING WHEN IT HAS REACHED ON ONE-THIRD THE HEIGHT OF THE FENCE.
2. SILT FENCES WILL BE INSPECTED FOR DEPTH OF SEDIMENT, FOR TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THE FENCE POSTS ARE FIRMLY IN THE GROUND.
3. THE CONSTRUCTION ENTRANCE WILL BE INSPECTED FOR SEDIMENT TRACK ON THE ROAD, AND TO MAKE SURE THAT THE STORMWATER PIPE BENEATH THE ENTRANCE IS WORKING AND THAT ALL TRAFFIC USE THE ENTRANCE WHEN LEAVING THIS SITE.

THE MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. COMPLETED FORMS WILL BE MAINTAINED ON-SITE DURING THE ENTIRE CONSTRUCTION PROJECT.

PERMANENT STORMWATER MANAGEMENT CONTROL:

STORM WATER RUNOFF FROM THE SITE WILL BE ROUTED TO THE ONSITE COLLECTION SYSTEM & STORM WATER POND PRIOR TO DISCHARGING OFFSITE.

ADDITIONAL NOTES:

CONTRACTOR IS RESPONSIBLE FOR INSTALLING ANY ADDITIONAL EROSION CONTROL IF IT BECOMES NECESSARY TO MEET STATE AND LOCAL STANDARDS. OPERATOR AND/OR RESPONSIBLE AUTHORITY:

SOIL EROSION AND SEDIMENTATION CONTROL NOTES:

THESE PLANS INDICATE THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL – A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (F.D.E.P.) CHAPTER 6. CONTRACTOR SHALL PROVIDE EROSION PROTECTION AND TURBIDITY CONTROL AS REQUIRED TO ENSURE CONFORMANCE TO STATE AND FEDERAL WATER QUALITY STANDARDS AND MAY NEED TO INSTALL ADDITIONAL CONTROLS TO CONFORM TO AGENCIES REQUIREMENTS. IF A WATER QUALITY VIOLATION OCCURS, THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT INCLUDING LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.

ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO STANDARDS OF: OSCEOLA COUNTY, F.D.E.P., AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.

ALL MATERIALS, FROM WORK ON THIS PROJECT SHALL BE CONTAINED, AND NOT ALLOWED TO COLLECT ON ANY OFF-PERIMETER AREAS OR IN WATERWAYS. THESE INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, WETLANDS, AND PONDS.

DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF THESE EFFORTS. ANY NECESSARY REMEDIES SHALL BE PERFORMED WITHOUT DELAY.

PER LDC 4.12.1.F.5D, ALL SOILS EXPOSED DURING SITE ALTERNATION SHALL BE STABILIZED, AND CONTRACTOR SHALL ENSURE RUNOFF AND SILTATION IS DIRECTED TO A TEMPORARY SEDIMENTATION BASIN AND/OR SEDIMENT TRAPS IN SUCH A MANNER AS TO PREVENT OFF-STIE IMPACTS.

1. ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A METAL DUMPSTER RENTED FROM AN OSCEOLA COUNTY VENDER, WHICH IS A LICENSED SOLID WASTE MANAGEMENT COMPANY LOCATED IN OSCEOLA COUNTY, FLA.
2. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED A MINIMUM OF TWICE PER WEEK AND THE TRASH WILL BE HAULED TO A CERTIFIED LANDFILL.
3. NO CONSTRUCTION MATERIALS WILL BE BURIED ON SITE. ALL PERSONAL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL.
4. ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF THREE TIMES PER WEEK BY LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.
5. GOOD HOUSEKEEPING AND SPILL CONTROL PRACTICES WILL BE FOLLOWED DURING CONSTRUCTION TO MINIMIZE STORM WATER CONTAMINATION FROM PETROLEUM PRODUCTS, FERTILIZERS, PAINTS, AND CONCRETE.

COORDINATION OF BMPS WITH CONSTRUCTION ACTIVITIES

STRUCTURAL BMPS WILL BE COORDINATED WITH CONSTRUCTION ACTIVITIES SO THE BMP IS IN PLACE BEFORE CONSTRUCTION BEGINS. THE FOLLOWING BMPS WILL BE COORDINATED WITH CONSTRUCTION ACTIVITIES.

1. THE TEMPORARY PERIMETER CONTROLS (SILT FENCING) WILL BE INSTALLED BEFORE ANY CLEARING AND GRADING BEGINS.
2. CLEARING AND GRADING WILL NOT OCCUR IN AN AREA UNTIL IT IS NECESSARY FOR CONSTRUCTION TO PROCEED.
3. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA WILL BE STABILIZED WITH PERMANENT SEED AND MULCH OR SOD .(COORDINATE SEED MIXTURE, MULCH & SOD VARIETY WITH LANDSCAPE ARCHITECT).
4. THE TEMPORARY PERIMETER CONTROLS (SILT FENCING) WILL NOT BE REMOVED UNTIL ALL CONSTRUCTION ACTIVITIES AT THE SITE ARE COMPLETE AND SOILS HAVE BEEN STABILIZED.
5. ALL MULCH, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING STATE, COUNTY, CITY OR PRIVATE ROADS AND FACILITIES FROM THIS SITE, DUE TO CONSTRUCTION SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.

CONSTRUCTION SEQUENCE:

INSTALL SILT FENCE AND OUTFALL PROTECTION.

STABILIZE CONSTRUCTION AREAS WITH LIMEROCK OR SOIL CEMENT

INSTALL STORMWATER PIPING SYSTEM & UNDERGROUND TREATMENT SYSTEM.

INSTALL EROSION CONTROL PROTECTION AROUND NEWLY INSTALLED INLETS.

CONSTRUCT BUILDINGS.

CONSTRUCTION OF HARDSCAPE AREAS.

SODDING AND LANDSCAPING. (REFER TO LA PLANS AND SPECIFICATIONS FOR MATERIAL SELECTION.)

IN THE EVENT OF EXCESSIVE OFF-SITE TRACKING, THE CONTRACTOR WILL BE OBLIGATED TO INSTALL ADDITIONAL MEASURES.

TO PREVENT SOIL FROM WASHING INTO THE CITY STREETS AND OR THE UNDISTURBED AREAS OF THE SITE, THE FOLLOWING BMPS WILL BE IMPLEMENTED:

SILT FENCING WILL BE PLACED ALONG THE PERIMETER OF THE AREA TO BE CLEARED AND GRADED BEFORE ANY CLEARING OR GRADING TAKES PLACE.

ANY NEW CATCH BASINS OR INLETS INSTALLED IN CONSTRUCTION AREA ARE TO BE PROTECTED WITH FILTER FABRIC AFTER INSTALLATION.

SYNTHETIC HAY BALES TO BE INSTALLED AT OUTFALLS AND OTHER AREAS WHERE THERE IS EVIDENCE OF HIGH FLOW.

TEMPORARY SOIL STOCKPILES TO BE SEEDED, IF PLACED FOR MORE THAN 14 DAYS. (REFER TO LA PLANS AND SPECIFICATIONS FOR MATERIAL SELECTION.) NO EXCAVATED MATERIAL OR SOILS SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE TO ANY STORMWATER COLLECTION FACILITY.

SITE SHALL BE SPRINKLED WITH WATER AS A DUST CONTROL MEASURE.

PERMIT

GENERAL CONTRACTOR FOR PROJECT IS REQUIRED TO APPLY AND OBTAIN THE REQUIRED NPDES PERMIT FROM FDEP PRIOR TO STARTING ANY SITE CONSTRUCTION.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.

THIS SWPPP REFLECTS OSCEOLA COUNTY REQUIREMENTS FOR STORM WATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL, AS ESTABLISHED IN OSCEOLA COUNTY. TO ENSURE COMPLIANCE, THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STORM WATER, EROSION AND SEDIMENTATION CONTROL HANDBOOK, PUBLISHED BY THE FDEP.

CONTRACTOR CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN THEREUNDER."

NAME: TITLE:

CONTRACTING FIRM: ADDRESS:

TELEPHONE # : DATE:

LEGEND

— ▾ — SILT FENCE

INLET PROTECTION (PER DETAILS ON SHEET C400. SHALL BE INSTALLED IN ALL INLETS).

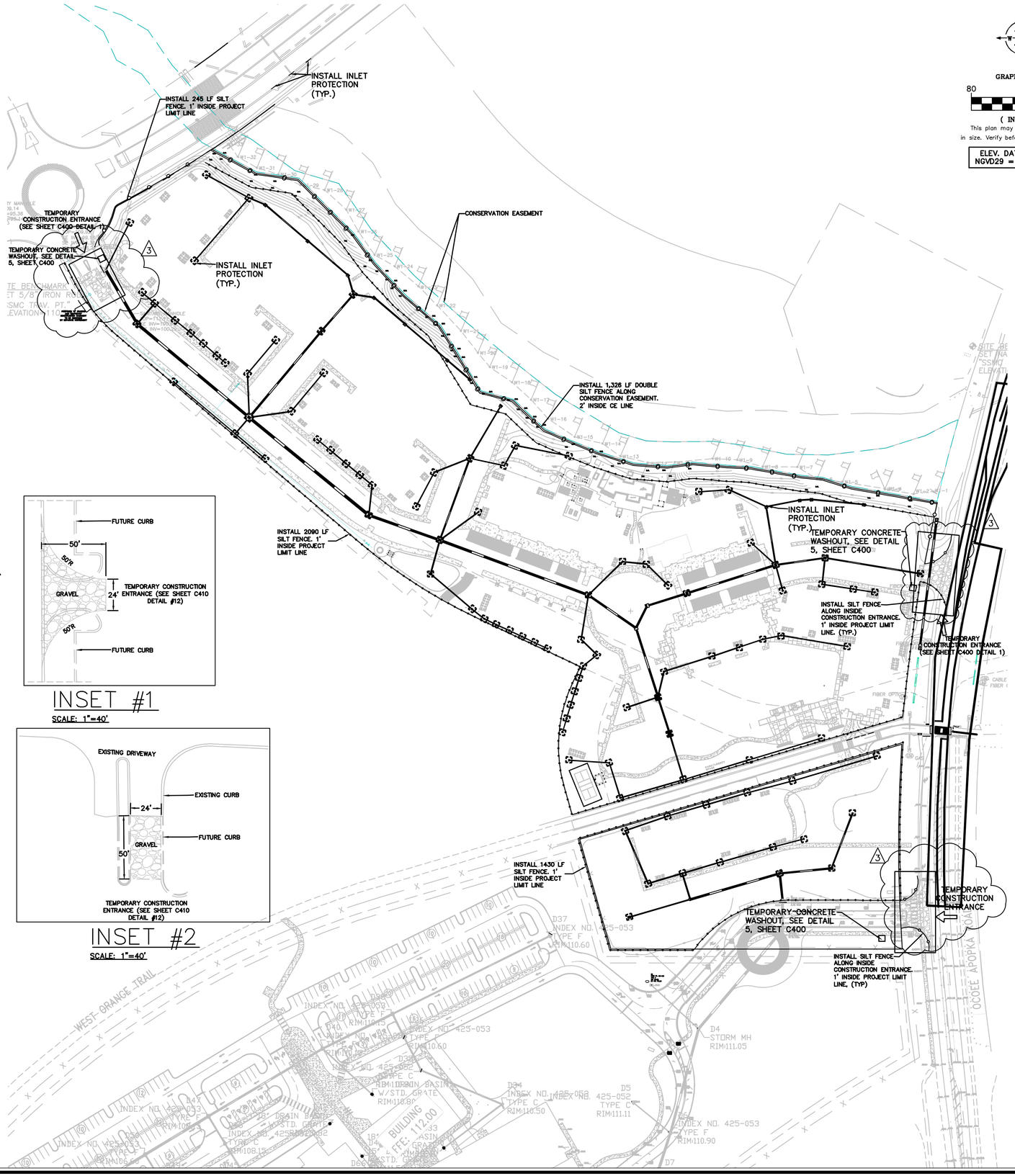
SEE SHEET C400 FOR EROSION CONTROL DETAILS.

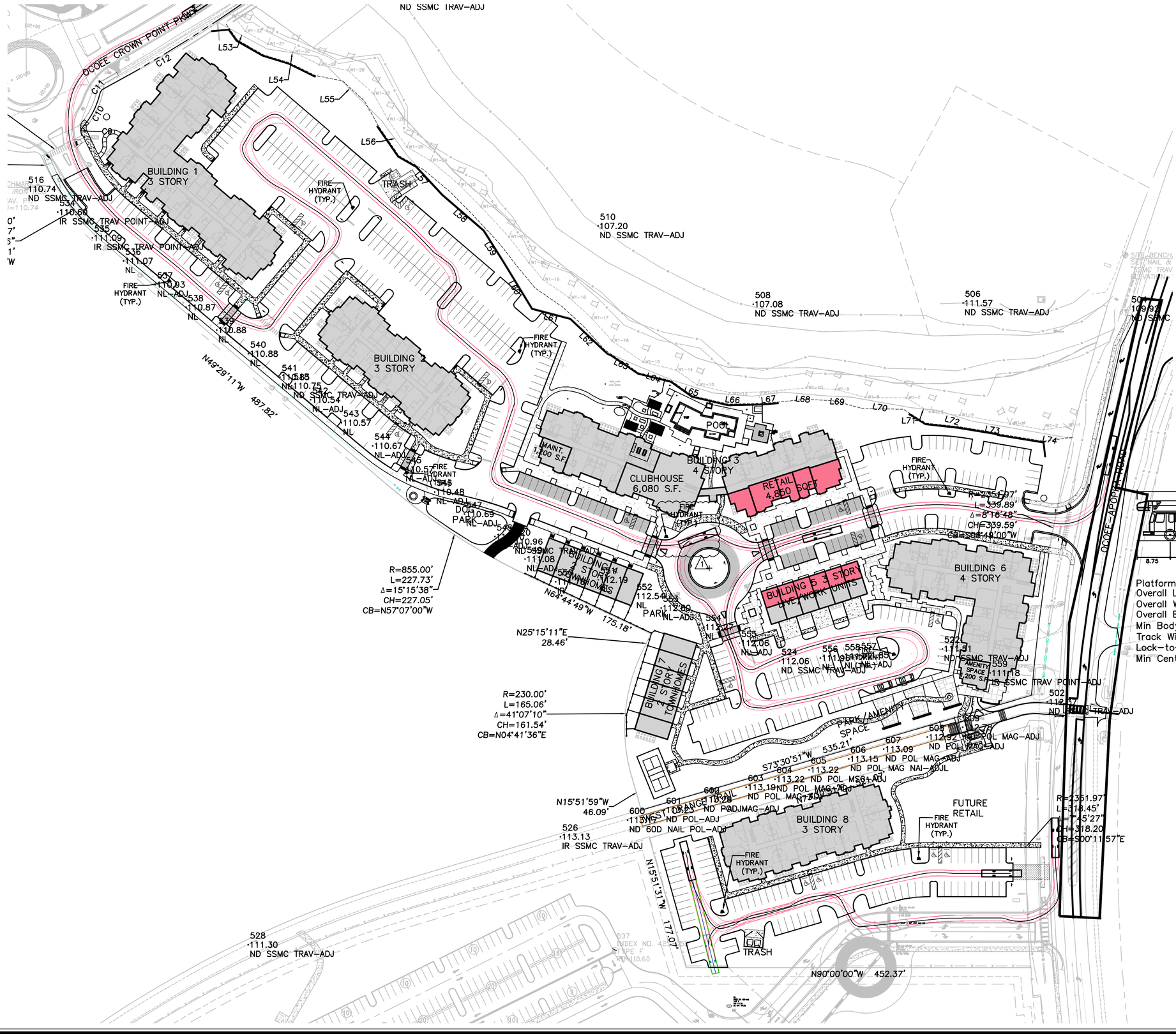
TOTAL CUT= 7,885.001 CYD
TOTAL FILL=28,700.024 CYD

NET FILL=20,814.363 CYD

NOTE: IF FILL WILL BE IMPORTED OR REMOVED FORM THE SITE, THE OPERATION STANDARDS FOR SOIL EXCAVATION MUST BE FOLLOWED,PER LDC 4.12.1G, THESE INCLUDE, BUT ARE NOT LIMITED TO, PLACING FENCES ALONG THE PERIMETER OF THE SITE AND GATES AT ACCESS POINTS TO PREVENT UNAUTHORIZED ACCESS TO THE SITE, PLACING STOP SIGNS AT THE SITE ONTO THE PUBLIC ROADWAY AND PLACING ADVANCE WARNING SIGNS STATING, "TRUCKS ENTERING HIGHWAY".

IF EXCAVATED SOILS WILL BE HAULED OFF-SITE OR IF FILL WILL BE BROUGHT TO THE SITE, CONTRACTOR WILL PROVIDE HAULING ROUTES IN ACCORDANCE WITH LDC 4.12.1H. CONTRACTOR SHALL INSPECT AND DOCUMENT THE CONDITION OF THE PROPOSED HAULING ROUTES PRIOR TO CONSTRUCTION. A FILL IMPORT FEE PER CUBIC YARD MAY BE REQUIRED BY OSCEOLA COUNTY.


INSTALL INLET PROTECTION (TYP.)
INSTALL 245 LF SILT FENCE. 1' INSIDE PROJECT LIMIT LINE
TEMPORARY CONSTRUCTION ENTRANCE (SEE SHEET C400 DETAIL 1)
TEMPORARY CONCRETE WASHOUT. SEE DETAIL 5, SHEET C400
INSTALL INLET PROTECTION (TYP.)
CONSERVATION EASEMENT
INSTALL 1,328 LF DOUBLE SILT FENCE ALONG CONSERVATION EASEMENT. 2' INSIDE CE LINE
INSTALL 2090 LF SILT FENCE. 1' INSIDE PROJECT LIMIT LINE
INSTALL INLET PROTECTION (TYP.)
TEMPORARY CONCRETE WASHOUT, SEE DETAIL 5, SHEET C400
INSTALL SILT FENCE ALONG INSIDE CONSTRUCTION ENTRANCE. 1' INSIDE PROJECT LIMIT LINE. (TYP.)
TEMPORARY CONSTRUCTION ENTRANCE (SEE SHEET C400 DETAIL 1)
INSTALL 1430 LF SILT FENCE. 1' INSIDE PROJECT LIMIT LINE
TEMPORARY CONSTRUCTION ENTRANCE
TEMPORARY CONCRETE WASHOUT, SEE DETAIL 5, SHEET C400
INSTALL SILT FENCE ALONG INSIDE CONSTRUCTION ENTRANCE. 1' INSIDE PROJECT LIMIT LINE, (TYP)
WEST ORANGE TRAIL
OCOEE APOPKA ROAD
D37 INDEX NO. 425-053 TYPE F RIM=110.60
D4 STORM MH RIM=111.05
D5 INDEX NO. 425-052 TYPE C RIM=111.11
D7 INDEX NO. 425-053 TYPE F RIM=110.90
D34 INDEX NO. 425-052 TYPE C RIM=110.50
D4 INDEX NO. 425-053 TYPE F RIM=110.50
D4 INDEX NO. 425-053 TYPE F RIM=110.75
D4 INDEX NO. 425-053 TYPE F RIM=110.75
D4 INDEX NO. 425-053 TYPE F RIM=110.75



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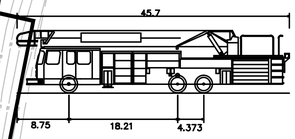
GRAPHIC SCALE
60 0 30 60
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NGVD29
NGVD29 = NAVD88+0.90'

NOTES:
FIRE DEPARTMENT ACCESS ROADS ARE DESIGNED TO WITHSTAND A LOAD OF 41 TONS PER NFPA 1 2012 EDITION AND SHALL BE CLEARLY MARKED WITH SIGNAGE AND DELINEATORS

LEGEND:
VEHICLE ENVELOPE
PATH CENTERLINE
FRONT TIRE TRACKS



Platform Fire Truck	
Overall Length	45.700ft
Overall Width	8.330ft
Overall Body Height	10.489ft
Min Body Ground Clearance	0.920ft
Track Width	8.330ft
Lock-to-lock time	6.00s
Min Centerline Radius	29.20'

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
1.	2/05/22	CITY COMMENTS
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FIRE ACCESS PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.:07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

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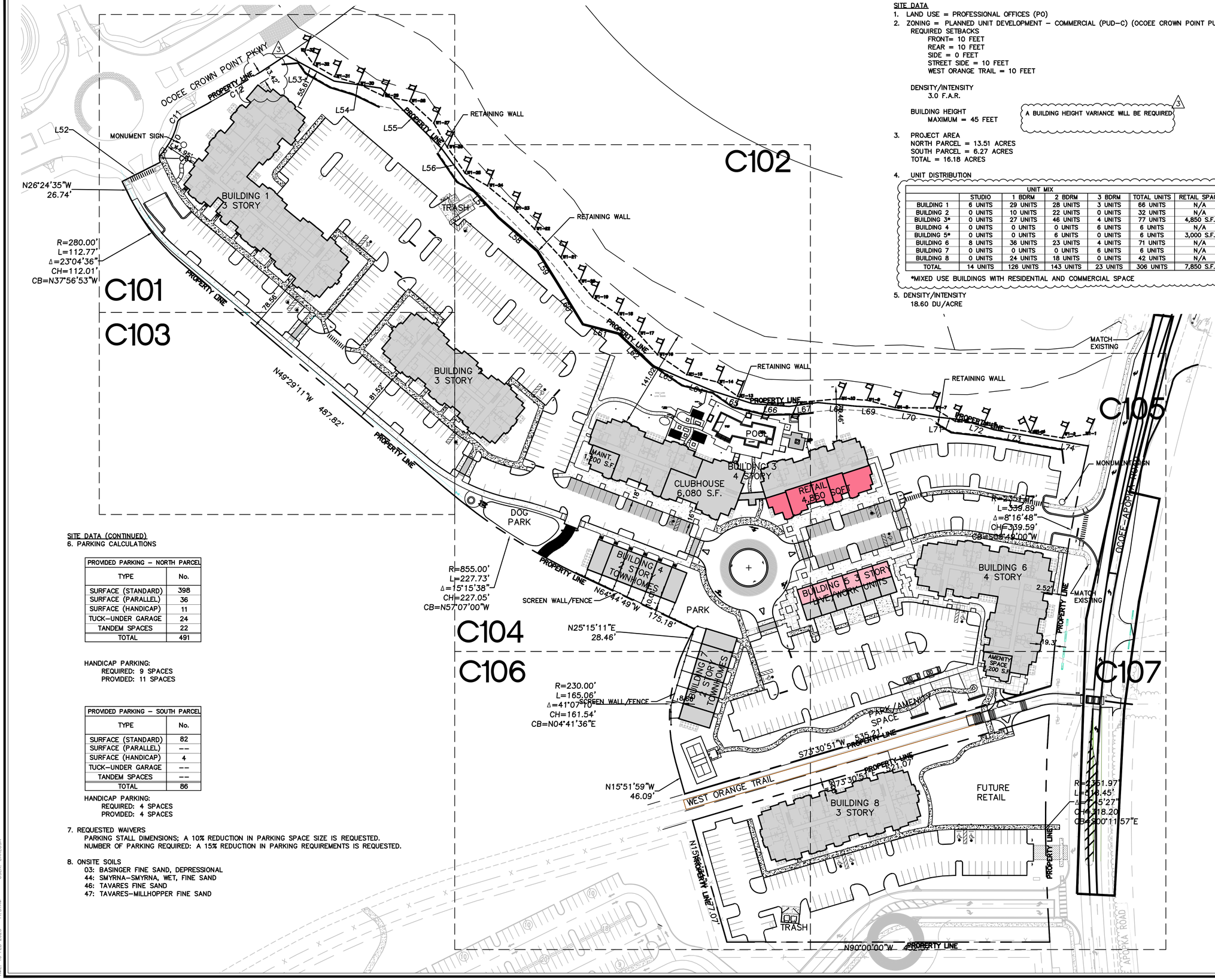
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C007 FIRE ACCESS.DWG
PLOT: 13 FEB 2023 - 8:48AM USER: CANCISA



SITE DATA

1. LAND USE = PROFESSIONAL OFFICES (PO)
2. ZONING = PLANNED UNIT DEVELOPMENT – COMMERCIAL (PUD–C) (OCOEE CROWN POINT PUD)
   REQUIRED SETBACKS
   FRONT= 10 FEET
   REAR = 10 FEET
   SIDE = 0 FEET
   STREET SIDE = 10 FEET
   WEST ORANGE TRAIL = 10 FEET

   DENSITY/INTENSITY
   3.0 F.A.R.

   BUILDING HEIGHT
   MAXIMUM = 45 FEET

   3 A BUILDING HEIGHT VARIANCE WILL BE REQUIRED

3. PROJECT AREA
   NORTH PARCEL = 13.51 ACRES
   SOUTH PARCEL = 6.27 ACRES
   TOTAL = 16.18 ACRES

4. UNIT DISTRIBUTION

3

UNIT MIX						
	STUDIO	1 BDRM	2 BDRM	3 BDRM	TOTAL UNITS	RETAIL SPACE
BUILDING 1	6 UNITS	29 UNITS	28 UNITS	3 UNITS	66 UNITS	N/A
BUILDING 2	0 UNITS	10 UNITS	22 UNITS	0 UNITS	32 UNITS	N/A
BUILDING 3*	0 UNITS	27 UNITS	46 UNITS	4 UNITS	77 UNITS	4,850 S.F.
BUILDING 4	0 UNITS	0 UNITS	0 UNITS	6 UNITS	6 UNITS	N/A
BUILDING 5*	0 UNITS	0 UNITS	6 UNITS	0 UNITS	6 UNITS	3,000 S.F.
BUILDING 6	8 UNITS	36 UNITS	23 UNITS	4 UNITS	71 UNITS	N/A
BUILDING 7	0 UNITS	0 UNITS	0 UNITS	6 UNITS	6 UNITS	N/A
BUILDING 8	0 UNITS	24 UNITS	18 UNITS	0 UNITS	42 UNITS	N/A
TOTAL	14 UNITS	126 UNITS	143 UNITS	23 UNITS	306 UNITS	7,850 S.F.

*MIXED USE BUILDINGS WITH RESIDENTIAL AND COMMERCIAL SPACE

5. DENSITY/INTENSITY
   18.60 DU/ACRE

GRAPHIC SCALE
60 0 30 60
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

SITE DATA (CONTINUED)

6. PARKING CALCULATIONS

PROVIDED PARKING – NORTH PARCEL	
TYPE	No.
SURFACE (STANDARD)	398
SURFACE (PARALLEL)	36
SURFACE (HANDICAP)	11
TUCK–UNDER GARAGE	24
TANDEM SPACES	22
TOTAL	491

HANDICAP PARKING:
REQUIRED: 9 SPACES
PROVIDED: 11 SPACES

PROVIDED PARKING – SOUTH PARCEL	
TYPE	No.
SURFACE (STANDARD)	82
SURFACE (PARALLEL)	--
SURFACE (HANDICAP)	4
TUCK–UNDER GARAGE	--
TANDEM SPACES	--
TOTAL	86

HANDICAP PARKING:
REQUIRED: 4 SPACES
PROVIDED: 4 SPACES

7. REQUESTED WAIVERS
   PARKING STALL DIMENSIONS; A 10% REDUCTION IN PARKING SPACE SIZE IS REQUESTED.
   NUMBER OF PARKING REQUIRED: A 15% REDUCTION IN PARKING REQUIREMENTS IS REQUESTED.

8. ONSITE SOILS
   03: BASINGER FINE SAND, DEPRESSIONAL
   44: SMYRNA–SMYRNA, WET, FINE SAND
   46: TAVARES FINE SAND
   47: TAVARES–MILLHOPPER FINE SAND

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OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
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3.	2/7/23	OCU COMMENTS (12/15/22) COO COMMENTS (10/28/22)
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OVERALL SITE PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.:07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

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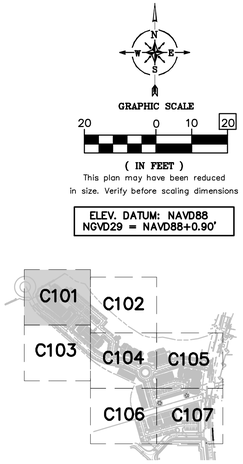
FILE NAME: G:\PROJ\07399002\CIVIL SHEETS\C100 OVERALL SITE PLAN.DWG
DATE: 16 FEB 2023 - 11:54 AM USER: CARLOSA



KEY MAP

GRAPHIC SCALE
20 0 10 20
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

LEGEND

- LIMITS OF TYPE I ASPHALT PAVEMENT — 1 / C401
- LIMITS OF TYPE II ASPHALT PAVEMENT — 2 / C401
- LIMITS OF PUBLIC ROADWAY ASPHALT PAVEMENT — 11 / C410
- LIMITS OF CONCRETE — 3 / C401 SIDEWALK; 4 / C401 PAVEMENT
- 1 — 24" WHITE STOP BAR (MIN. 4FT. FROM CROSSWALK STRIPING) (W/ STOP SIGN (R1-1) IF SHOWN)
- 2 — 6' WIDE PEDESTRIAN CROSSWALK (12" WHITE LINE, 36" O.C.)
- 3 — ON-SITE RAMP W/CONCRETE PAVER DETECTABLE WARNING STRIP FLORIDA BLDG. CODE 2007, SECTION 11-4.7.4
- 3 4 — CAST IN CONCRETE PAVER DETECTABLE WARNING SURFACE FDOT #304 (2' DEEP x WIDTH OF WALK)
- 5 — FTP-20-06 W/FTP-22-06 (TYP. OF 2)
- 6 — "VAN" ACCESSIBLE SIGN
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- 10 — 6' WIDE PEDESTRIAN CROSSWALK (SPECIAL EMPHASIS PER FDOT INDEX 711-001)
- 11 — FIRE DEPT. CONNECTION SIGN
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- 13 — YIELD SIGN

NOTES:

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EB 9814

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
2.		
3.	2/7/23	OCU COMMENTS (12/15/22)
		COO COMMENTS (10/28/22)
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GEOMETRY PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.:07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C101

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FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C101 GEOMETRY PLAN.DWG
DATE: 1:3 FEB 2023 - 9:20AM USER: CARLOS4

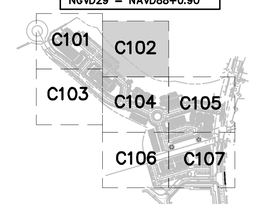
GRAPHIC SCALE

20 0 10 20

(IN FEET)

This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'



KEY MAP

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OCOEE CROWN POINT
MIXED USE DEVELOPMENT

City of Ocoee, Florida

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GEOMETRY PLAN

Scale: AS NOTED
Date: 10/28/2022
Design: CD
Drawn: CD
Checked: AA
Project No.: 07399002

Release:
CITY RESUBMITTAL
2/7/2023

C102

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FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C101_GEOMETRY PLAN.DWG
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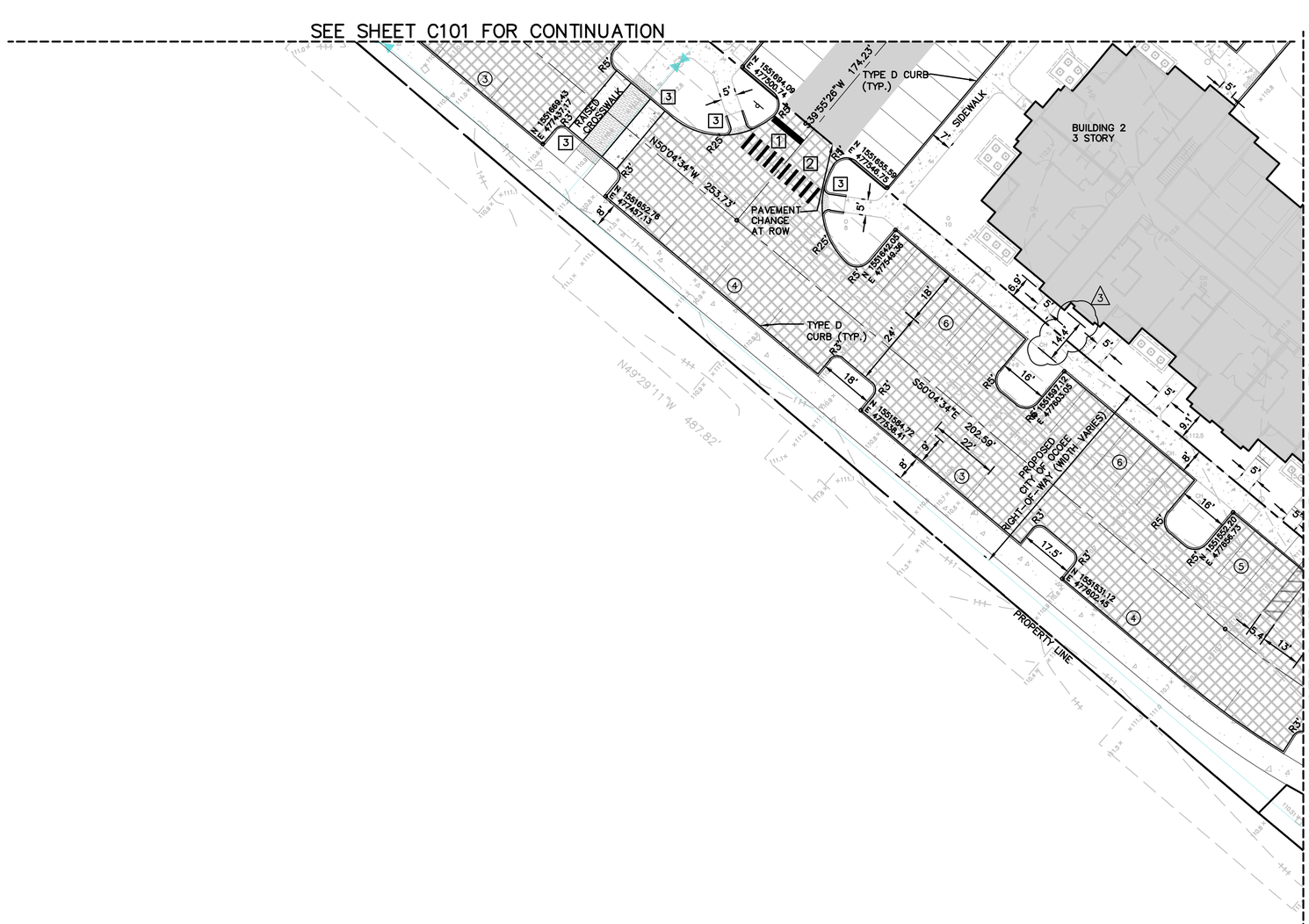

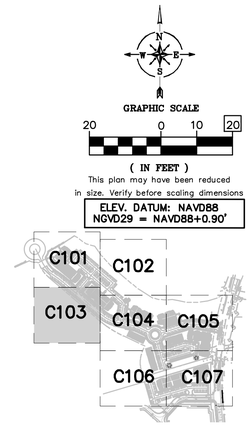

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OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

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		COO COMMENTS (10/28/22)
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GEOMETRY PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C103

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FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C101 GEOMETRY PLAN.DWG
TIME: 15 FEB 2023 - 4:20PM USER: CARLOSA

SEE C102 FOR CONTINUATION

SEE SHEET C103 FOR CONTINUATION

SEE SHEET C105 FOR CONTINUATION

SEE SHEET C106 FOR CONTINUATION

BUILDING 2
3 STORY

WHEELSTOP (TYP.)

TYPE D CURB (TYP.)

RAISED CROSSWALK

PROPOSED OCOEE CITY OF WAY (WIDTH VARIES)

PAVEMENT CHANGE AT ROW

TYPE D CURB (TYP.)

SIDEWALK

DOGPARK

RIBBON CURB

GRAVEL ROAD (TO BE OWN AND MAINTAINED BY OCPS), SEE DETAIL #12 SHEET C410

PROPERTY LINE

SCREEN WALL/FENCE

BUILDING 4
2 STORY TOWNHOMES

PRIVATE YARD (TYP.)

SEE LANDSCAPE AND HARDSCAPE PLANS FOR MATERIALS, GRADING, INLETS AND DETAILS IN THE AMENITY AREA

466 LF FT. BLOCK RETAINING WALL W/ HANDRAIL. SEE SHEET C431, DETAIL #15, SEE SHEET C202 FOR WALL HEIGHTS

POOL

MAINT.
1,200 S.F.

CLUBHOUSE
6,080 S.F.

BUILDING 3
4 STORY

RETAIL
4,850 SQFT

SEE LANDSCAPE AND HARDSCAPE PLANS FOR PAVERS LOCATION IN THIS AREA (TYP.)

TYPE A CURB (TYP.)

R6-4 SIGN

SEE INSETS THIS PAGE FOR DIMENSIONS

DIMENSIONS FOR ROUNDABOUT

NORTH/EASTING FOR ROUNDABOUT

GRAPHIC SCALE
20 0 10 20
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

KEY MAP

C101 C102
C103 C104 C105
C106 C107

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GEOMETRY PLAN

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/28/2022
Project No.:07399002

Release:
CITY RESUBMITTAL
2/7/2023

C104

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FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C101 GEOMETRY PLAN.DWG
USER: CARLOS.A
DATE: 10/13/2022 - 2:20PM

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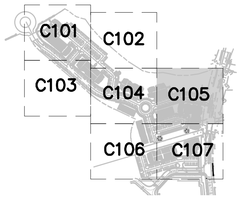

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Scale: AS NOTED
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Drawn: CD
Checked: AA
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Release:
CITY RESUBMITTAL
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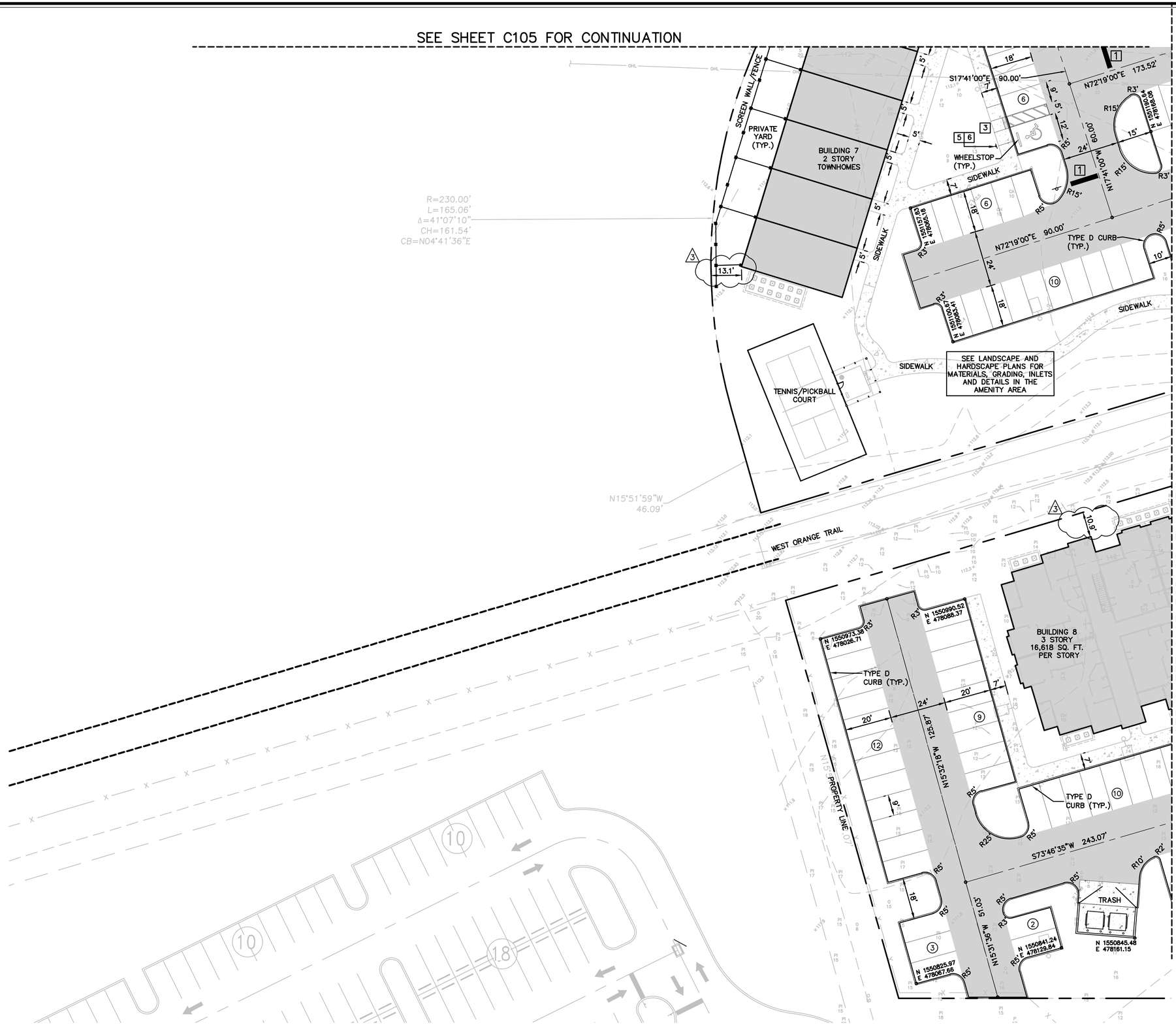
FILE NAME: G:\PROJ\0739002\CIVIL\SHEETS\C101 GEOMETRY PLAN.DWG
TIME: 13 FEB 2023 - 8:20PM USER: CARLOS.A

SEE SHEET C105 FOR CONTINUATION



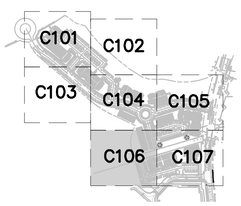
GRAPHIC SCALE

20 0 10 20

(IN FEET)

This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'



KEY MAP

LEGEND

- LIMITS OF TYPE I ASPHALT PAVEMENT — 1 / C401
- LIMITS OF TYPE II ASPHALT PAVEMENT — 2 / C401
- LIMITS OF PUBLIC ROADWAY ASPHALT PAVEMENT — 11 / C410
- LIMITS OF CONCRETE — 3 / C401 SIDEWALK; 4 / C401 PAVEMENT

1. 24" WHITE STOP BAR (MIN. 4FT. FROM CROSSWALK STRIPING) (W/ STOP SIGN (R1-1) IF SHOWN)
2. 6' WIDE PEDESTRIAN CROSSWALK (12" WHITE LINE, 36" O.C.)
3. ON-SITE RAMP W/CONCRETE PAVER DETECTABLE WARNING STRIP FLORIDA BLDG. CODE 2007, SECTION 11-4.7.4
3. 4. CAST IN CONCRETE PAVER DETECTABLE WARNING SURFACE FDOT #304 (2' DEEP x WIDTH OF WALK)
5. FTP-20-06 W/FTP-22-06 (TYP. OF 2)
6. "VAN" ACCESSIBLE SIGN
7. "NO PARKING FIRE LANE" STRIPING
8. FIRE ACCESS ONLY SIGN
9. SPEED BUMP
10. 6' WIDE PEDESTRIAN CROSSWALK (SPECIAL EMPHASIS PER FDOT INDEX 711-001)
11. FIRE DEPT. CONNECTION SIGN
12. SPEED LIMIT SIGN
13. YIELD SIGN

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED ON THE PLANS.
2. ACCESSIBLE SIDEWALK RAMPS SHALL BE INSTALLED AT ALL CROSSWALKS AS SHOWN IN THE PLANS. COORDINATE CONSTRUCTION AND DETECTABLE WARNING SURFACE PLACEMENT WITH THE CITY OF OCOEE INSPECTOR.
3. ALL SIDEWALKS AND RAMPS SHALL COMPLY WITH ADA REQUIREMENTS.
4. ALL SIDEWALKS SHALL BE A MINIMUM OF 5 FEET WIDE.
5. ALL SIDEWALK RAMPS SHALL BE 4" 3,000 P.S.I. CONCRETE.
6. REFER TO ARCHITECTURAL PLANS FOR DETAILS OF THE DIFFERENT BUILDING TYPES.
7. REFER TO LANDSCAPE PLANS FOR ALL FENCE DETAILS.
8. CONTRACTOR SHALL PROVIDE A MAINTENANCE OF TRAFFIC PLAN FOR ANY ROADWAY CLOSURES AND FOR CONSTRUCTION ENTRANCES.
9. REFER TO LANDSCAPE PLANS FOR ALL HARDSCAPE DETAILS
3. 10. THE MAINTANANCE OF ALL (NON-PARALLEL) ON STREET PARKING SPACES WILL BE ADDRESSED IN THE DEVELOPMENT AGREEMENT
11. THE PROVISION OF EASEMENTS OVER ALL NON-PARALLEL ON STREET PARKING SPACES WILL BE ADDRESSED IN THE DEVELOPMENT AGREEMENT, UPON COMPLETION OFTHE ROAD.

HARRIS
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1200 E. Hillcrest Street
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Fax: (407) 629-7888
www.harriscivilengineers.com
EB 9814

OCOEE CROWN POINT
MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
2.		
3.	2/7/23	OCU COMMENTS (12/15/22)
		COO COMMENTS (10/28/22)
4.		
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GEOMETRY PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C106

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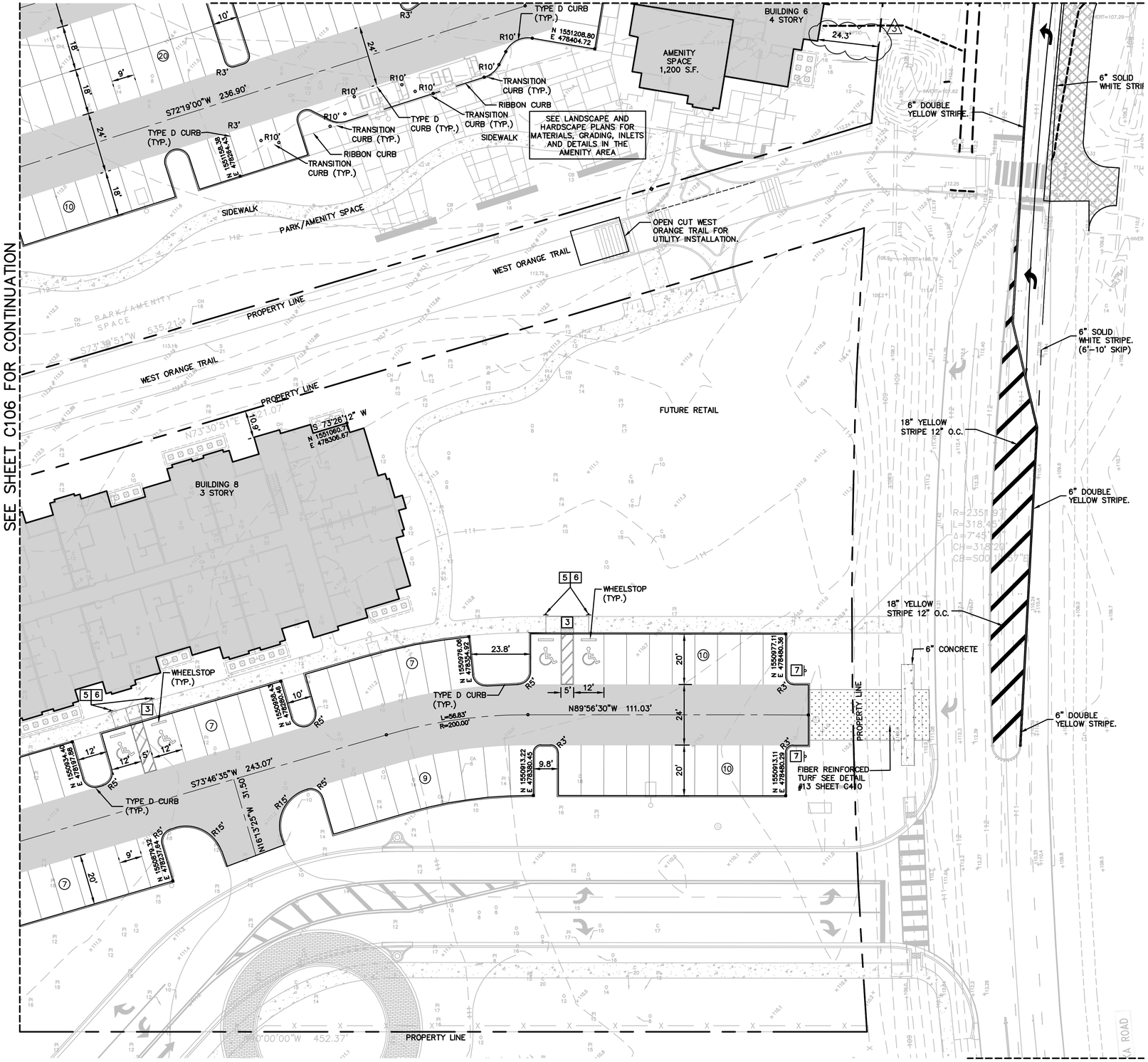
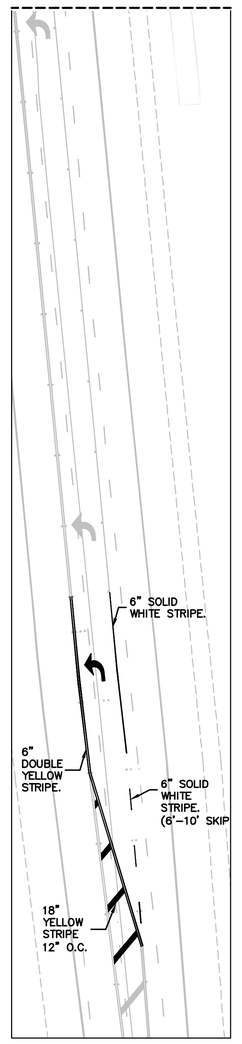
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C101 GEOMETRY PLAN.DWG
TIME: 15 FEB 2023 - 5:21PM USER: CARLOS A

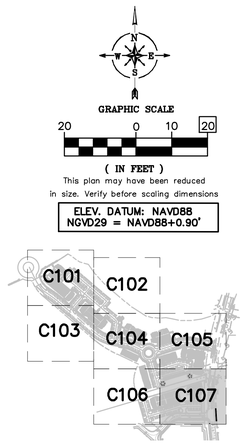
SEE SHEET C105 FOR CONTINUATION

SEE SHEET C106 FOR CONTINUATION



SEE THIS SHEET FOR CONTINUATION





LEGEND

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OCOEE CROWN POINT MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
2.		
3.	2/7/23	OCU COMMENTS (12/15/22)
		COO COMMENTS (10/28/22)
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GEOMETRY PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C107

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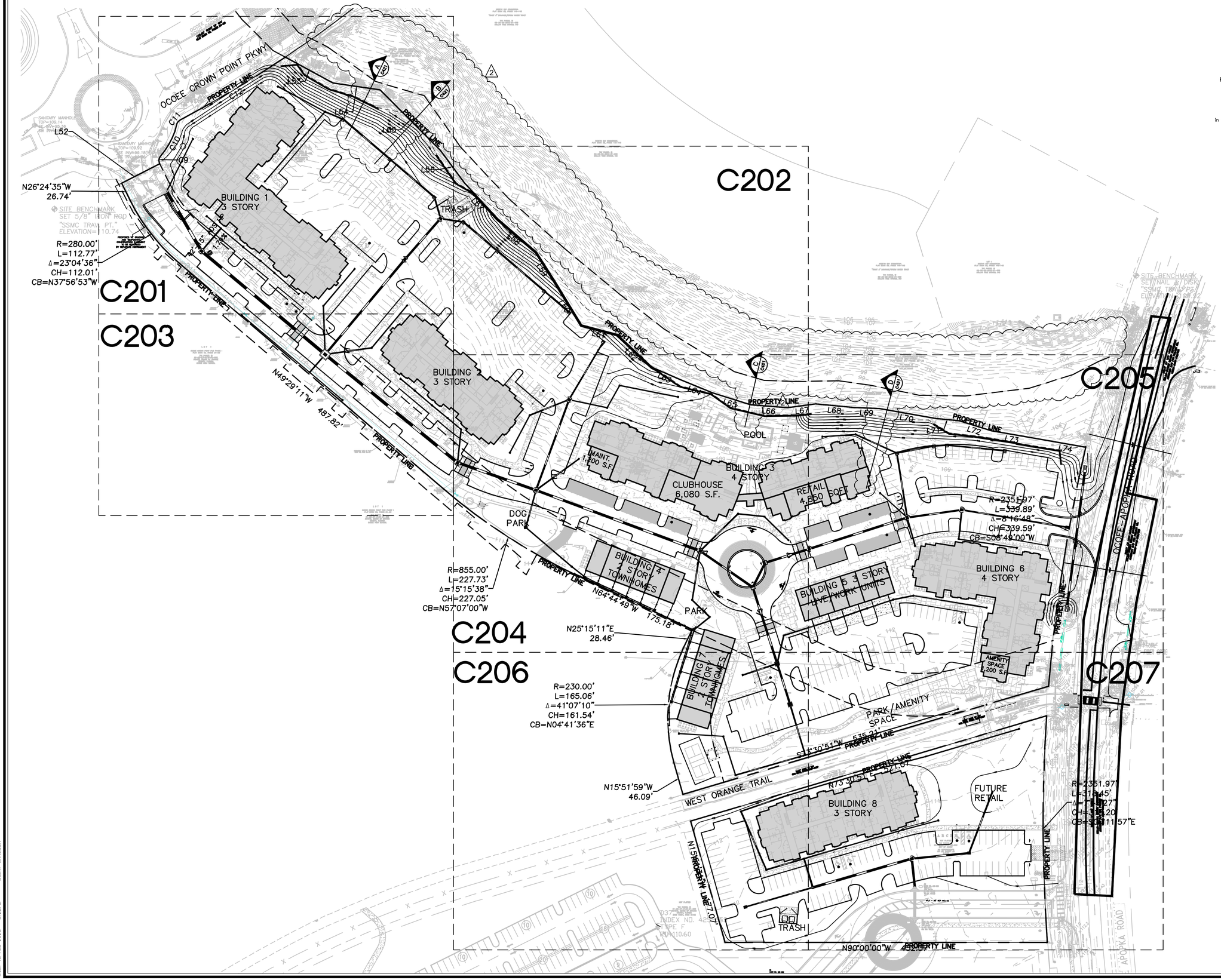
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C101 GEOMETRY PLAN.DWG
TIME: 1:15 PM 2/7/2023 USER: CARLOS



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EB 9814

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
1.	2/05/22	CITY COMMENTS
2.	1/13/23	ST. JOHN'S RAI #1
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OVERALL GRADING AND DRAINAGE PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C200

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FILE NAME: G:\PROJ\07399002\DWL\SHEETS\C200 OVERALL GRADING PLAN.DWG
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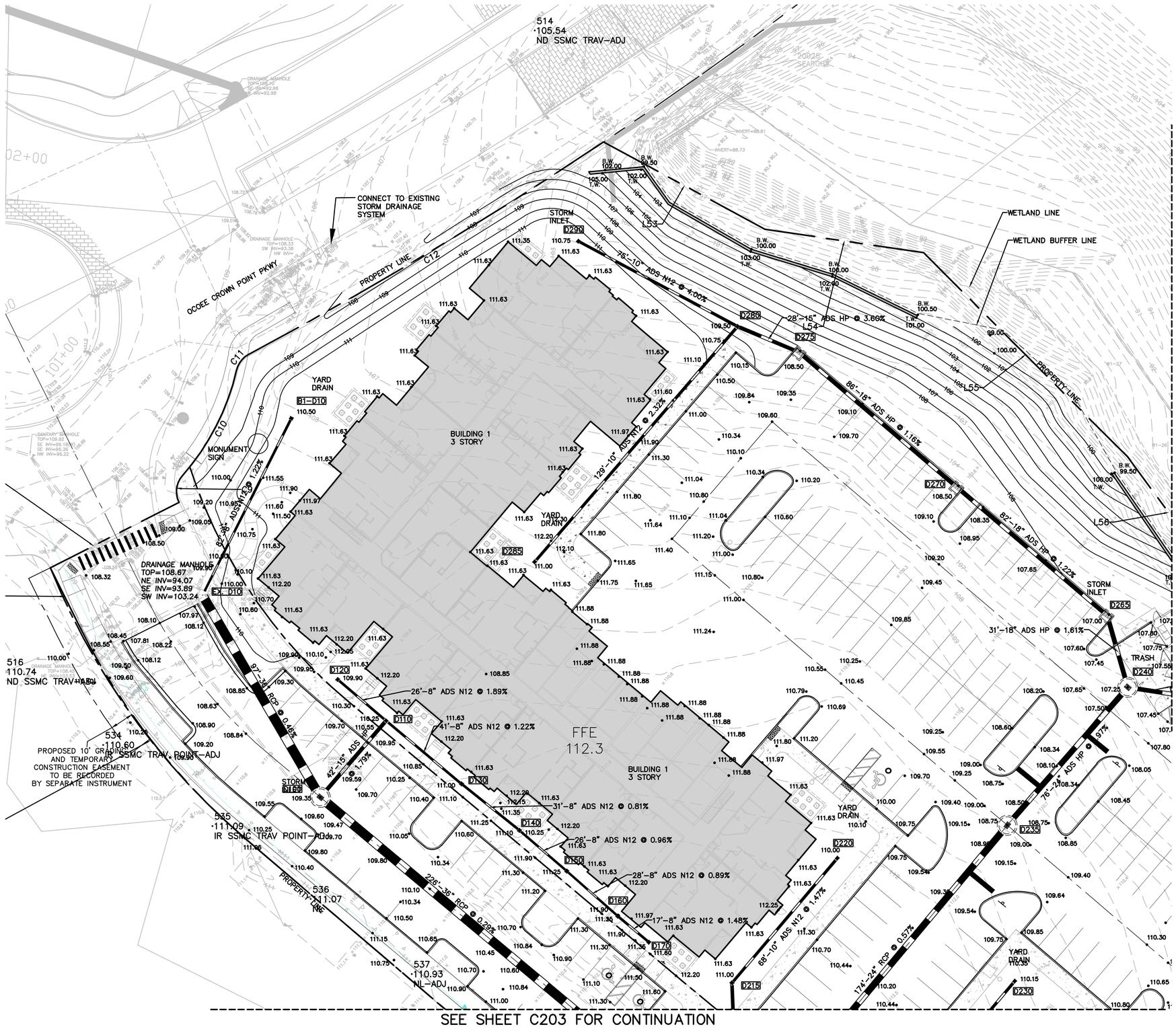


NOTES:

1. ALL CROSSWALKS AND SIDEWALKS SHALL HAVE A MAXIMUM 2% CROSS SLOPE.
2. ALL SIDEWALKS AND HARDSCAPE AREAS SHALL BE CONSTRUCTED TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDINGS.
3. ALL GRADES SHOWN AT THE EDGE OF THE SAWCUTS OR AT MATCH POINTS SHALL BE FIELD VERIFIED AND ANY DISCREPANCIES SHOULD BE REPORTED TO THE ENGINEER IMMEDIATELY FOR REVISIONS.
4. ALL PAVEMENT GRADES SHOWN AT A CURB OR GUTTER ARE EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
5. ALL EXISTING UTILITY MANHOLES, VALVE BOXES,... ETC. TO REMAIN SHALL BE ADJUSTED TO PROPOSED GRADES AS NEEDED.
6. THE EXISTING DRAINAGE PATTERN AND FLOW SHALL REMAIN UNOBSTRUCTED THROUGHOUT THE CONSTRUCTION OF THIS PROJECT.
7. ALL STORMWATER PIPE JOINTS & BOX INLETS TO BE WRAPPED WITH FDOT APPROVED FILTER FABRIC PER FDOT INDEX 280.
8. GARAGES ARE TO BE ESTABLISHED NO LOWER THAN THE MINIMUM FINISH FLOOR ELEVATIONS SHOWN ON THE PLANS. THE PAVEMENT ELEVATION AT THE FRONT OF THE GARAGE IS SET ON THE CIVIL GRADING SHEETS. THE GARAGE FLOOR TYPICALLY SLOPES TO THE FRONT. REFER TO THE ARCHITECTURAL DRAWINGS FOR INTERIOR SLAB GRADES.
9. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING INVERTS AND STRUCTURE LOCATIONS.

STRUCTURE TABLE

D100
TYPE C INLET
W/J BOTTOM
INV: 94.35 (SE)
INV: 104.75 (NE)
INV: 94.35 (NW)
N: 1551790.41
E: 477325.32

D110
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.50 (SW)
INV: 105.50 (NW)
INV: 105.50 (SE)
N: 1551822.21
E: 477352.62

D120
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.00 (SE)
N: 1551839.35
E: 477332.54

D130
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.00 (NW)
INV: 106.00 (SE)
N: 1551796.00
E: 477383.96

D140
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.25 (NW)
INV: 106.25 (SE)
N: 1551776.66
E: 477408.03

D150
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.50 (NW)
INV: 106.50 (SE)
N: 1551759.72
E: 477427.73

D160
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.75 (NW)
INV: 106.75 (SE)
N: 1551741.04
E: 477448.88

D170
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 107.00 (NW)
N: 1551730.18
E: 477461.82

D215
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.00 (NE)
INV: 108.00 (S)
N: 1551713.29
E: 477496.34

D220
ADS DRAIN BASIN
WITH 12" DI GRATE
INV: 107.00 (SW)
N: 1551765.10
E: 477540.08

D230
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 107.00 (SW)
N: 1551714.02
E: 477613.78

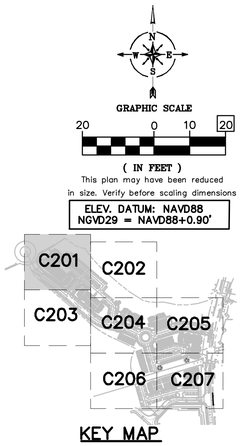
D235
TYPE C INLET
W/J BOTTOM
INV: 98.00 (SW)
INV: 98.00 (NE)
N: 1551778.77
E: 477610.71

D240
TYPE C INLET
W/ J BOTTOM
INV: 99.50 (N)
INV: 99.50 (E)
INV: 99.50 (SW)
N: 1551836.13
E: 477660.79

D265
TYPE 9 INLET
INV: 100.00 (NW)
INV: 100.00 (S)
N: 1551865.92
E: 477652.28

D285
ADS DRAIN BASIN
WITH 12" DI GRATE
INV: 106.00 (NE)
N: 1551888.27
E: 477414.35

EX. D10
TYPE 1 INLET
FIELD VERIFY
EXISTING INVERT
CORE DRILLINLET
FOR THE 8" CONNE
INV: 93.90 (SE)
INV: 103.24 (W)
INV: 106.00 (NE)



KEY MAP

HARRIS
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1200 E. Hillcrest Street
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Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888
www.harriscivilengineers.com
EB 9814

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
2.	1/13/23	ST. JOHN'S RAI #1
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GRADING AND DRAINAGE PLAN

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002

Release:
CITY RESUBMITTAL
2/7/2023

C201

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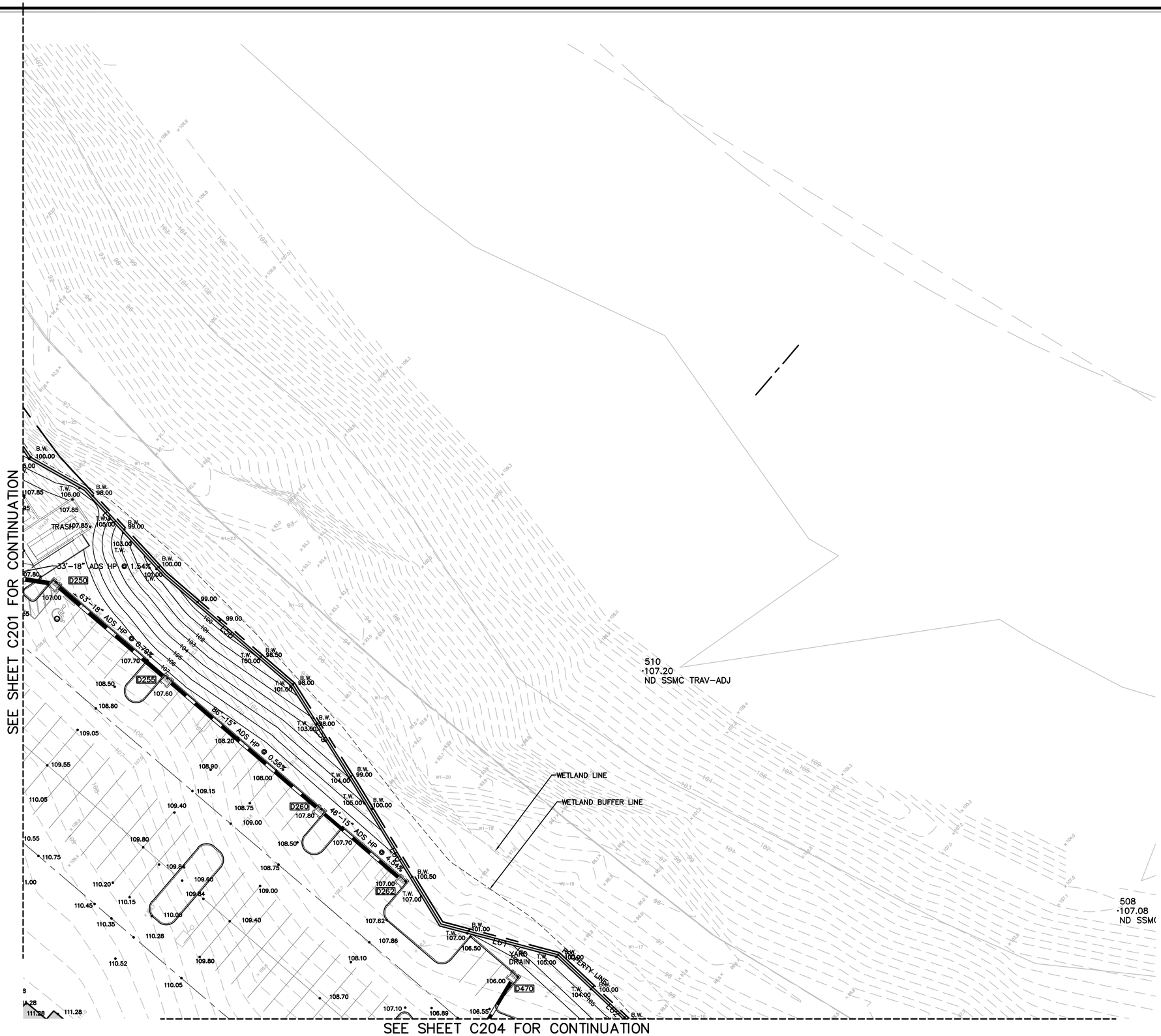
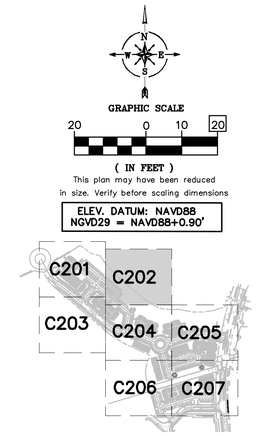
FILE NAME: G:\PROJ\07399002\CIVIL SHEETS\C201 GRADING PLAN.DWG
PLOT: 15 FEB 2023 - 5:24PM USER: CARLOSA





KEY MAP

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1. ALL CROSSWALKS AND SIDEWALKS SHALL HAVE A MAXIMUM 2% CROSS SLOPE.
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STRUCTURE TABLE

D250
TYPE 9 INLET
INV: 100.00 (W)
INV: 100.00 (SE)
N: 1551831.16
E: 477692.94

D255
TYPE 9 INLET
INV: 100.50 (NW)
INV: 100.50 (SE)
N: 1551790.23
E: 477740.83

D260
TYPE 9 INLET
INV: 101.00 (NW)
INV: 100.90 (SE)
N: 1551734.13
E: 477806.48

D470
TYPE 9 INLET
INV: 101.00 (SW)
N: 1551663.14
E: 477889.53

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City of Ocoee, Florida

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GRADING AND DRAINAGE PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C202

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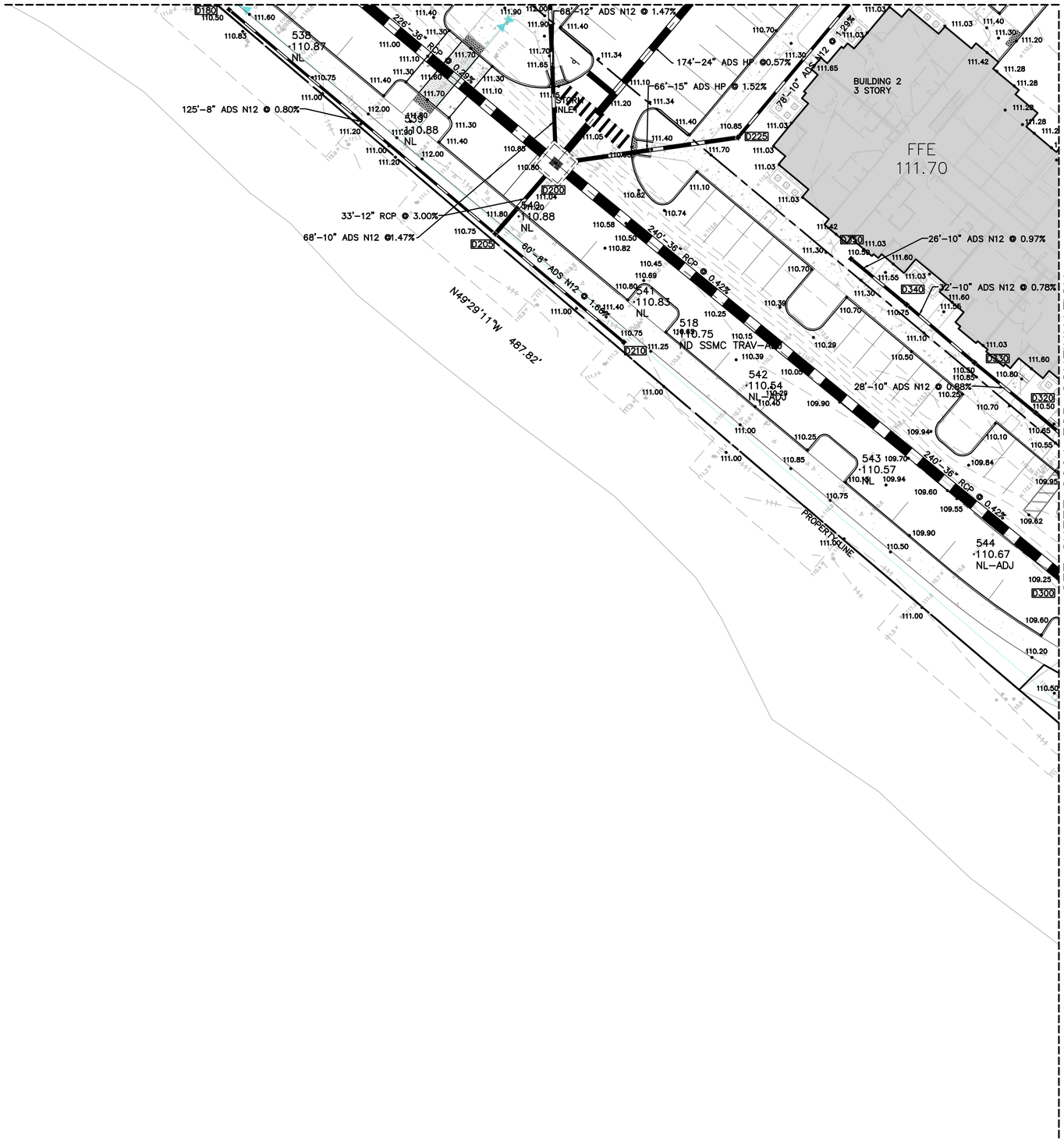
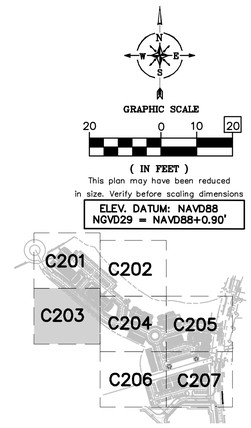
FILE NAME: G:\PROJ\07399002\CIVIL SHEETS\C201 GRADING PLAN.DWG
PLOT: 1/13/2023 - 5:24PM USER: CARLOS.A





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3. ALL GRADES SHOWN AT THE EDGE OF THE SAWCUTS OR AT MATCH POINTS SHALL BE FIELD VERIFIED AND ANY DISCREPANCIES SHOULD BE REPORTED TO THE ENGINEER IMMEDIATELY FOR REVISIONS.
4. ALL PAVEMENT GRADES SHOWN AT A CURB OR GUTTER ARE EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
5. ALL EXISTING UTILITY MANHOLES, VALVE BOXES,... ETC. TO REMAIN SHALL BE ADJUSTED TO PROPOSED GRADES AS NEEDED.
6. THE EXISTING DRAINAGE PATTERN AND FLOW SHALL REMAIN UNOBSTRUCTED THROUGHOUT THE CONSTRUCTION OF THIS PROJECT.
7. ALL STORMWATER PIPE JOINTS & BOX INLETS TO BE WRAPPED WITH FDOT APPROVED FILTER FABRIC PER FDOT INDEX 280.
8. GARAGES ARE TO BE ESTABLISHED NO LOWER THAN THE MINIMUM FINISH FLOOR ELEVATIONS SHOWN ON THE PLANS. THE PAVEMENT ELEVATION AT THE FRONT OF THE GARAGE IS SET ON THE CIVIL GRADING SHEETS. THE GARAGE FLOOR TYPICALLY SLOPES TO THE FRONT. REFER TO THE ARCHITECTURAL DRAWINGS FOR INTERIOR SLAB GRADES.
9. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING INVERTS AND STRUCTURE LOCATIONS.

STRUCTURE TABLE

D180
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 107.00 (SE)
N: 1551700.27
E: 477381.86

D200
TYPE E INLET
W/J BOTTOM
INV: 105.00 (E)
INV: 95.00 (NW)
INV: 95.00 (SE)
INV: 105.00 (SW)
INV: 97.00 (NE)
INV: 105.00 (N)
N: 1551645.16
E: 477498.90

D205
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.00 (NE)
INV: 106.00 (NW)
INV: 106.00 (SE)
N: 1551619.96
E: 477477.14

D210
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 107.00 (NW)
N: 1551581.07
E: 477523.27

D225
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.00 (NE)
INV: 106.00 (W)
N: 1551654.46
E: 477564.09

D320
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.25 (NW)
INV: 105.25 (SE)
N: 1551555.83
E: 477670.75

D330
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.50 (NW)
INV: 105.50 (SE)
N: 1551573.79
E: 477648.81

D340
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.75 (NW)
INV: 105.75 (SE)
N: 1551594.56
E: 477624.53

D350
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.00 (SE)
N: 1551611.04
E: 477604.57

HARRIS
Harris Civil Engineers, LLC
1200 E. Hillcrest Street
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Fax: (407) 629-7888
www.harriscivilengineers.com
EB 9814

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
2.		
3.		
4.		
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GRADING AND DRAINAGE PLAN

Scale: AS NOTED
Date: 10/28/2022
Design: CD
Drawn: CD
Checked: AA
Project No.: 07398002

Release:
CITY RESUBMITTAL
2/7/2023

C203

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FILE NAME: G:\PROJ\07398002\CIVIL\SHEETS\C201 GRADING PLAN.DWG
PLOT: 13 FEB 2023 - 9:24AM USER: CARLOSA

SEE C202 FOR CONTINUATION

SEE SHEET C203 FOR CONTINUATION

SEE SHEET C205 FOR CONTINUATION

SEE SHEET C206 FOR CONTINUATION

BUILDING 2
3 STORY

BUILDING 3
4 STORY

BUILDING 4
2 STORY
TOWNHOMES

CLUBHOUSE
6,080 S.F.
FFE
111.00

MAINT.
1,200 S.F.

POOL

FFE
112.10

FFE
112.05

WETLAND LINE
WETLAND BUFFER LINE
PROPERTY LINE

STORM INLET

YARD DRAIN

PRIVATE YARD DRAIN (TYP.)

DOGPARK

SCREEN WALL/FENCE

25'-10" ADS N12 @ 1.01%
47'-15" ADS HP @ 2.13%
60'-10" ADS N12 @ 1.67%
135'-18" RCP @ 0.74%
117'-30" RCP @ 0.86%
74'-12" ADS N12 @ 1.34%
54'-12" RCP @ 0.92%
246'-30" RCP @ 0.41%
84'-10" ADS N12 @ 0.59%
24'-10" ADS N12 @ 1.03%
21'-8" ADS N12 @ 1.17%
22'-6" ADS N12 @ 1.15%
22'-6" ADS N12 @ 1.13%
34'-15" ADS HP @ 1.46%
27'-12" ADS N12 @ 1.83%
37'-12" ADS N12 @ 1.67%
4,850 SQ.FT. ADS N12 @ 1.06%
74'-15" ADS HP @ 2.02%
84'-10" ADS N12 @ 1.19%
36'-10" ADS N12 @ 2.79%
55'-10" ADS N12 @ 3.66%
95'-15" ADS HP @ 1.06%
21'-8" ADS N12 @ 1.20%
22'-8" ADS N12 @ 1.12%
20'-10" ADS N12 @ 1.28%
22'-10" ADS N12 @ 1.14%
70'-15" ADS HP @ 0.72%
65'-24" RCP @ 0.39%
90'-24" RCP @ 0.56%
39'-24" RCP @ 0.65%
41'-15" RCP @ 2.13%
175.18'

L63 L64 L65 L66 L67

548 110.90 NL–ADJ
549 111.08 NL ADJ
550 112.19 NL
551 112.54 NL
552 112.54 NL
553 112.60 NL–ADJ
554 112.27 NL
545 110.43 NL–ADJ
547 110.69 NL–ADJ
520 110.96 ND SSMC TRAV–ADJ
555 112.60 NL

R=855.00'
L=227.73'
CH=226.99'
CB=S26°47'00"W

STRUCTURE TABLE

D300 TYPE C INLET
W/ J BOTTOM
INV: 96.00 (NW)
INV: 104.00 (N)
INV: 96.00 (E)
N: 1551493.33
E: 477684.70

D310 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.00 (NW)
INV: 105.00 (S)
N: 1551540.07
E: 477689.69

D400 TYPE C INLET
W/ J BOTTOM
INV: 97.00 (W)
INV: 98.00 (NE)
INV: 105.00 (S)
INV: 99.00 (N)
INV: 97.00 (E)
N: 1551454.60
E: 477794.75

D405 TYPE C INLET
INV: 105.50 (N)
INV: 105.50 (SE)
N: 1551402.27
E: 477780.51

D410 ADS DRAIN BASIN
W/ 15" DI GRATE
INV: 106.25 (NW)
INV: 106.00 (SE)
N: 1551347.46
E: 477844.74

D415 ADS DRAIN BASIN
W/ 15" DI GRATE
INV: 106.25 (NW)
INV: 106.25 (SE)
N: 1551332.54
E: 477863.82

D420 ADS DRAIN BASIN
W/ 15" DI GRATE
INV: 106.50 (NW)
INV: 106.50 (SE)
N: 1551323.25
E: 477882.56

D425 ADS DRAIN BASIN
W/ 15" DI GRATE
INV: 106.75 (NW)
INV: 106.75 (SE)
N: 1551314.22
E: 477902.96

D430 ADS DRAIN BASIN
W/ 15" DI GRATE
INV: 107.00 (NW)
INV: 107.00 (SE)
N: 1551304.87
E: 477922.26

D435 ADS DRAIN BASIN
W/ 15" DI GRATE
INV: 107.25 (NW)
INV: 107.25 (SE)
N: 1551295.51
E: 477941.95

D440 ADS DRAIN BASIN
W/ 15" DI GRATE
INV: 107.50 (NW)
N: 1551286.16
E: 477961.95

D445 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 99.00 (SW)
N: 1551498.46
E: 477854.95

D450 ADS DRAIN BASIN
WITH 12" DI GRATE
INV: 101.00 (NE)
INV: 101.00 (W)
N: 1551580.41
E: 477894.74

D460 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 103.00 (W)
N: 1551550.55
E: 477994.39

D465 TYPE C INLET
W/ J BOTTOM
INV: 103.00 (W)
INV: 100.00 (NE)
INV: 99.00 (E)
INV: 100.00 (S)
N: 1551581.76
E: 477841.22

D475 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 104.00 (SW)
INV: 104.00 (E)
N: 1551559.94
E: 477786.21

D480 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.00 (NE)
N: 1551507.14
E: 477758.05

D500 TYPE C INLET
W/ J BOTTOM
INV: 98.00 (W)
INV: 98.00 (SE)
INV: 104.00 (S)
INV: 104.00 (NE)
N: 1551369.32
E: 478025.20

D510 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 104.50 (NE)
INV: 104.50 (SE)
N: 1551300.39
E: 478014.08

D520 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.00 (NW)
INV: 105.00 (SW)
N: 1551276.47
E: 478038.56

D530 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.50 (S)
INV: 105.50 (NE)
N: 1551550.32
E: 478017.36

D540 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.75 (S)
INV: 105.75 (N)
N: 1551240.84
E: 478010.96

D580 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.75 (E)
N: 1551421.36
E: 478078.33

D590 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.75 (W)
INV: 105.75 (SE)
N: 1551417.60
E: 478115.24

D595 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.25 (NW)
N: 1551384.59
E: 478148.93

D600 TYPE 9 INLET
W/ J BOTTOM
INV: 98.50 (NW)
INV: 98.50 (S)
INV: 98.50 (NE)
N: 1551318.20
E: 478099.07

D611 ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.50 (S)
INV: 106.50 (E)
N: 1551250.72
E: 478142.56

D650 TYPE 9 INLET
W/ J BOTTOM
INV: 98.75 (SW)
INV: 98.75 (E)
N: 1551352.61
E: 478116.44

D700 TYPE C INLET
W/ J BOTTOM
INV: 99.00 (W)
INV: 99.00 (E)
N: 1551372.29
E: 478178.18

D880 ADS DRAIN BASIN
WITH 12" DI GRAT
INV: 104.00 (E)
N: 1551529.71
E: 478196.74

NOTES:

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9. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING INVERTS AND STRUCTURE LOCATIONS.

GRAPHIC SCALE
20 0 10 20
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

C201 C202
C203 C204 C205
C206 C207

KEY MAP

HARRIS
Harris Civil Engineers, LLC
1200 E. Hillcrest Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax (407) 629-7888
www.harriscivilengineers.com
EB 9814

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
2.	1/13/23	ST. JOHN'S RAI #1
3.		
4.		
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GRADING AND DRAINAGE PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C204

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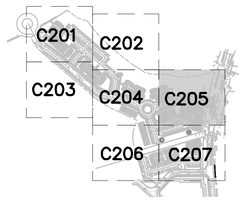
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C201 GRADING PLAN.DWG
DATE: 13 FEB 2023 - 9:20AM USER: CHRIS DOLA

GRAPHIC SCALE
20 0 10 20
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'



KEY MAP

NOTES:

1. ALL CROSSWALKS AND SIDEWALKS SHALL HAVE A MAXIMUM 2% CROSS SLOPE.
2. ALL SIDEWALKS AND HARDSCAPE AREAS SHALL BE CONSTRUCTED TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDINGS.
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8. GARAGES ARE TO BE ESTABLISHED NO LOWER THAN THE MINIMUM FINISH FLOOR ELEVATIONS SHOWN ON THE PLANS. THE PAVEMENT ELEVATION AT THE FRONT OF THE GARAGE IS SET ON THE CIVIL GRADING SHEETS. THE GARAGE FLOOR TYPICALLY SLOPES TO THE FRONT. REFER TO THE ARCHITECTURAL DRAWINGS FOR INTERIOR SLAB GRADES.
9. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING INVERTS AND STRUCTURE LOCATIONS.

STRUCTURE TABLE

D612
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 107.25 (W)
INV: 107.25 (E)
N: 1551274.46
E: 478218.07

D613
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 107.50 (W)
INV: 107.50 (E)
N: 1551288.66
E: 478259.60

D614
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 108.00 (W)
INV: 108.00 (E)
N: 1551300.90
E: 478296.06

D615
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 108.25 (W)
INV: 108.25 (E)
N: 1551306.63
E: 478324.57

D616
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 108.75 (W)
N: 1551289.72
E: 478427.35

MES10
MES
INV: 107.00 (N)
N: 1551284.55
E: 478539.32

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OCOEE CROWN POINT
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City of Ocoee, Florida

Revisions:

No.	Date	Description
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GRADING AND DRAINAGE PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C205

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FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C201 GRADING PLAN.DWG
PLOT: 13 FEB 2023 - 4:29PM USER: CDAESSA

SEE SHEET C205 FOR CONTINUATION

SEE SHEET C207 FOR CONTINUATION

R=230.00'
L=165.06'
Δ=41°07'10"
CH=161.54'
CB=N04°41'36"E

N15°51'59"W
46.09'

526
113.13
IR SSMC TRAV-ADJ

600
113.17
ND 60D NAIL POL-ADJ

601
113.23
ND POL-ADJ

602
113.28
ND PADJMAG-ADJ

603
113.19
ND POL MAG-ADJ

WEST ORANGE TRAIL

PRIVATE YARD (TYP.)

BUILDING 7
2 STORY
TOWNHOMES

FFE
112.35

BUILDING 8
3 STORY
16,618 SQ. FT.
PER STORY

TENNIS/PICKBALL COURT

SCREEN WALL/FENCE

PROPERTY LINE

D550 22'-8" ADS N12 @ 1.15%

D560 22'-8" ADS N12 @ 1.13%

D570 22'-6" ADS N12 @ 1.13%

D575

D680 62'-8" ADS N12 @ 1.60%

D645 57'-10" ADS N12 @ 1.75%

D640 96'-12" ADS N12 @ 0.96%

D630 70'-12" ADS N12 @ 0.36%

D60 90'-15" ADS HP @ 0.26%

D55 55'-15" ADS HP @ 0.45%

D70 98'-15" ADS HP @ 0.25%

D610 STORM INLET

D620 74'-15" ADS HP @ 2.69%

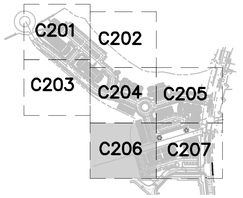
D670 51'-15" ADS HP @ 2.94%

60'-24" ADS HP @ 1.87%

D30

YARD DRAIN

TRASH



KEY MAP

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9. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING INVERTS AND STRUCTURE LOCATIONS.

STRUCTURE TABLE

D25
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 105.50 (E)
INV: 105.50 (W)
INV: 105.50 (S)
N: 1550937.27
E: 478171.06

D30
ADS DRAIN BASIN
W/12" DI GRATE
INV: 105.75 (E)
INV: 105.75 (NW)
N: 1550921.50
E: 478118.02

D55
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.25 (E)
INV: 106.25 (W)
N: 1551026.36
E: 478148.42

D60
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.00 (E)
INV: 106.00 (SE)
N: 1551003.66
E: 478082.45

D70
TYPE C INLET
INV: 105.25 (E)
N: 1550869.33
E: 478088.80

D550
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.00 (S)
INV: 106.00 (N)
N: 1551219.81
E: 478004.46

D560
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.25 (S)
INV: 106.25 (N)
N: 1551199.01
E: 477997.93

D570
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.50 (S)
INV: 106.50 (N)
N: 1551177.79
E: 477991.44

D575
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.75 (N)
N: 1551156.58
E: 477985.10

D610
TYPE E INLET
INV: 100.00 (N)
INV: 100.00 (S)
INV: 106.00 (W)
INV: 106.00 (N)
N: 1551211.02
E: 478133.24

D620
TYPE E INLET
INV: 101.00 (N)
INV: 101.00 (S)
N: 1551153.86
E: 478151.47

D630
ADS DRAIN BASIN
WITH 15" DI GRATE
INV: 103.00 (N)
INV: 103.00 (E)
INV: 103.00 (W)
N: 1551082.63
E: 478172.82

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GRAPHIC SCALE
20 0 10 20
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

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GRADING AND DRAINAGE PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C206

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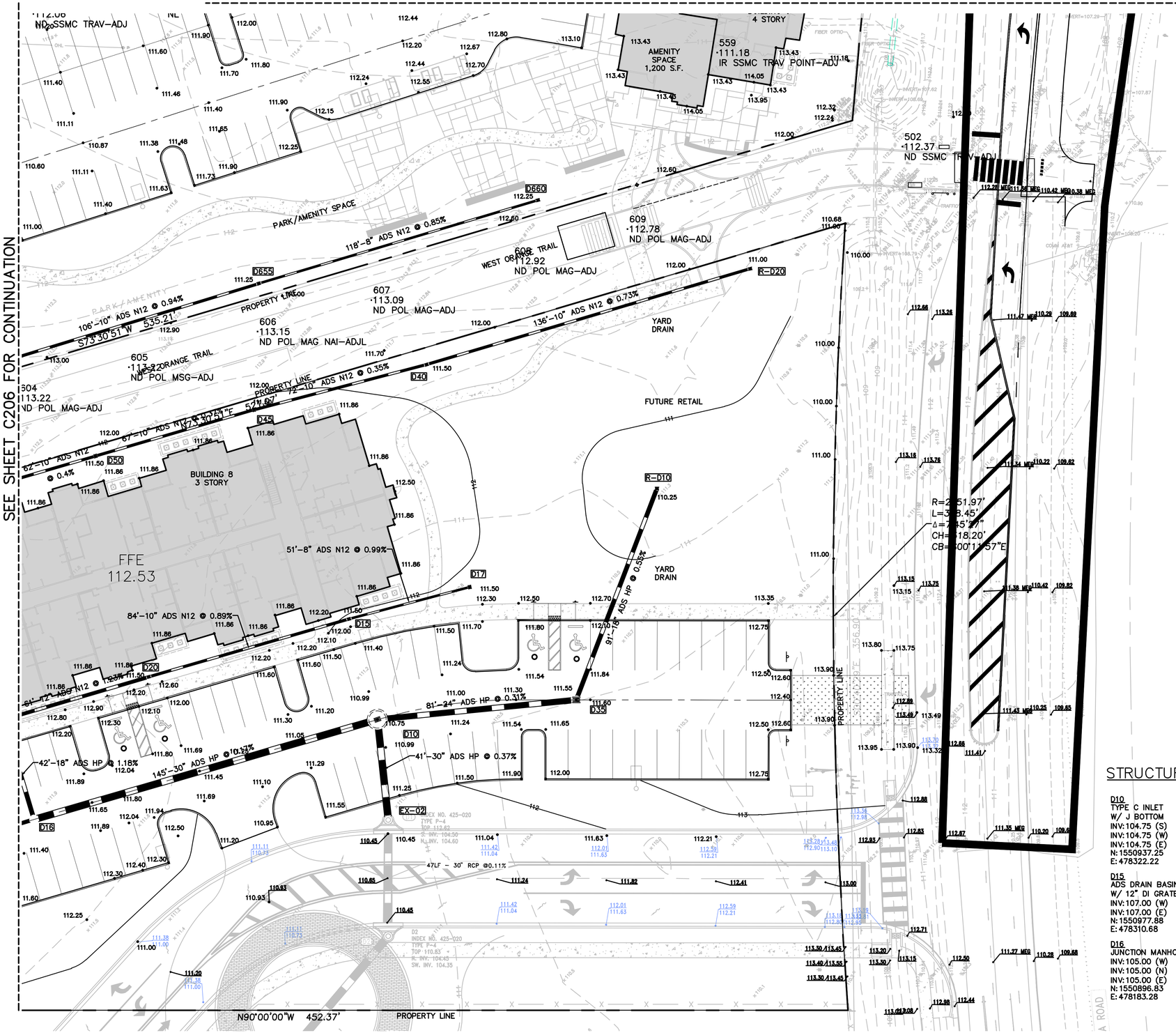
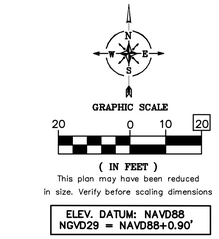
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C201 GRADING PLAN.DWG
TIME: 1:15 PM, FEB 7, 2023 USER: CARLOS A

SEE SHEET C205 FOR CONTINUATION

SEE SHEET C206 FOR CONTINUATION





KEY MAP

NOTES:

1. ALL CROSSWALKS AND SIDEWALKS SHALL HAVE A MAXIMUM 2% CROSS SLOPE.
2. ALL SIDEWALKS AND HARDSCAPE AREAS SHALL BE CONSTRUCTED TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDINGS.
3. ALL GRADES SHOWN AT THE EDGE OF THE SAWCUTS OR AT MATCH POINTS SHALL BE FIELD VERIFIED AND ANY DISCREPANCIES SHOULD BE REPORTED TO THE ENGINEER IMMEDIATELY FOR REVISIONS.
4. ALL PAVEMENT GRADES SHOWN AT A CURB OR GUTTER ARE EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
5. ALL EXISTING UTILITY MANHOLES, VALVE BOXES,... ETC. TO REMAIN SHALL BE ADJUSTED TO PROPOSED GRADES AS NEEDED.
6. THE EXISTING DRAINAGE PATTERN AND FLOW SHALL REMAIN UNOBSTRUCTED THROUGHOUT THE CONSTRUCTION OF THIS PROJECT.
7. ALL STORMWATER PIPE JOINTS & BOX INLETS TO BE WRAPPED WITH FDOT APPROVED FILTER FABRIC PER FDOT INDEX 280.
8. GARAGES ARE TO BE ESTABLISHED NO LOWER THAN THE MINIMUM FINISH FLOOR ELEVATIONS SHOWN ON THE PLANS. THE PAVEMENT ELEVATION AT THE FRONT OF THE GARAGE IS SET ON THE CIVIL GRADING SHEETS. THE GARAGE FLOOR TYPICALLY SLOPES TO THE FRONT. REFER TO THE ARCHITECTURAL DRAWINGS FOR INTERIOR SLAB GRADES.
9. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING INVERTS AND STRUCTURE LOCATIONS.

STRUCTURE TABLE

D10
TYPE C INLET
W/ J BOTTOM
INV: 104.75 (S)
INV: 104.75 (W)
INV: 104.75 (E)
N: 1550937.25
E: 478322.22

D15
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 107.00 (W)
INV: 107.00 (E)
N: 1550977.88
E: 478310.68

D16
JUNCTION MANHOLE
INV: 105.00 (W)
INV: 105.00 (N)
INV: 105.00 (E)
N: 1550896.83
E: 478183.28

D17
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 107.50 (W)
N: 1550990.81
E: 478359.51

D20
ADS DRAIN BASIN
WITH 12" DI GRATE
INV: 106.25 (W)
INV: 106.25 (E)
N: 1550954.50
E: 478229.68

D35
TYPE C INLET
INV: 105.00 (W)
INV: 105.00 (N)
N: 1550945.19
E: 478402.65

D40
ADS DRAIN BASIN
W/ 15" DI GRATE
INV: 107.00 (W)
INV: 107.00 (E)
N: 1551080.76
E: 478342.08

D45
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.75 (E)
INV: 106.75 (W)
N: 1551062.46
E: 478272.27

D50
ADS DRAIN BASIN
W/ 12" DI GRATE
INV: 106.50 (E)
INV: 106.50 (W)
N: 1551043.76
E: 478208.14

D655
ADS DRAIN BASIN
WITH 15" DI GRATE
INV: 106.00 (W)
INV: 106.00 (E)
N: 1551113.52
E: 478274.20

D660
ADS DRAIN BASIN
WITH 15" DI GRATE
INV: 107.00 (W)
N: 1551147.22
E: 478387.10

EX–02
EXISTING TYPE
4 STORM INLET
INV: 104.60 (N)
N: 1550896.59
E: 478326.61

R–D10
ADS DRAIN BASIN
W/ 15" DI GRATE
INV: 105.50 (S)
N: 1551030.65
E: 478435.27

R–D20
ADS DRAIN BASIN
W/ 15" DI GRATE
INV: 108.00 (W)
N: 1551119.49
E: 478472.93

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OCOEE CROWN POINT
MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
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GRADING AND DRAINAGE PLAN

Scale: AS NOTED
Date: 10/26/2022
Design: CD
Drawn: CD
Checked: AA
Project No: 0739002

Release:
CITY RESUBMITTAL
2/7/2023

C207

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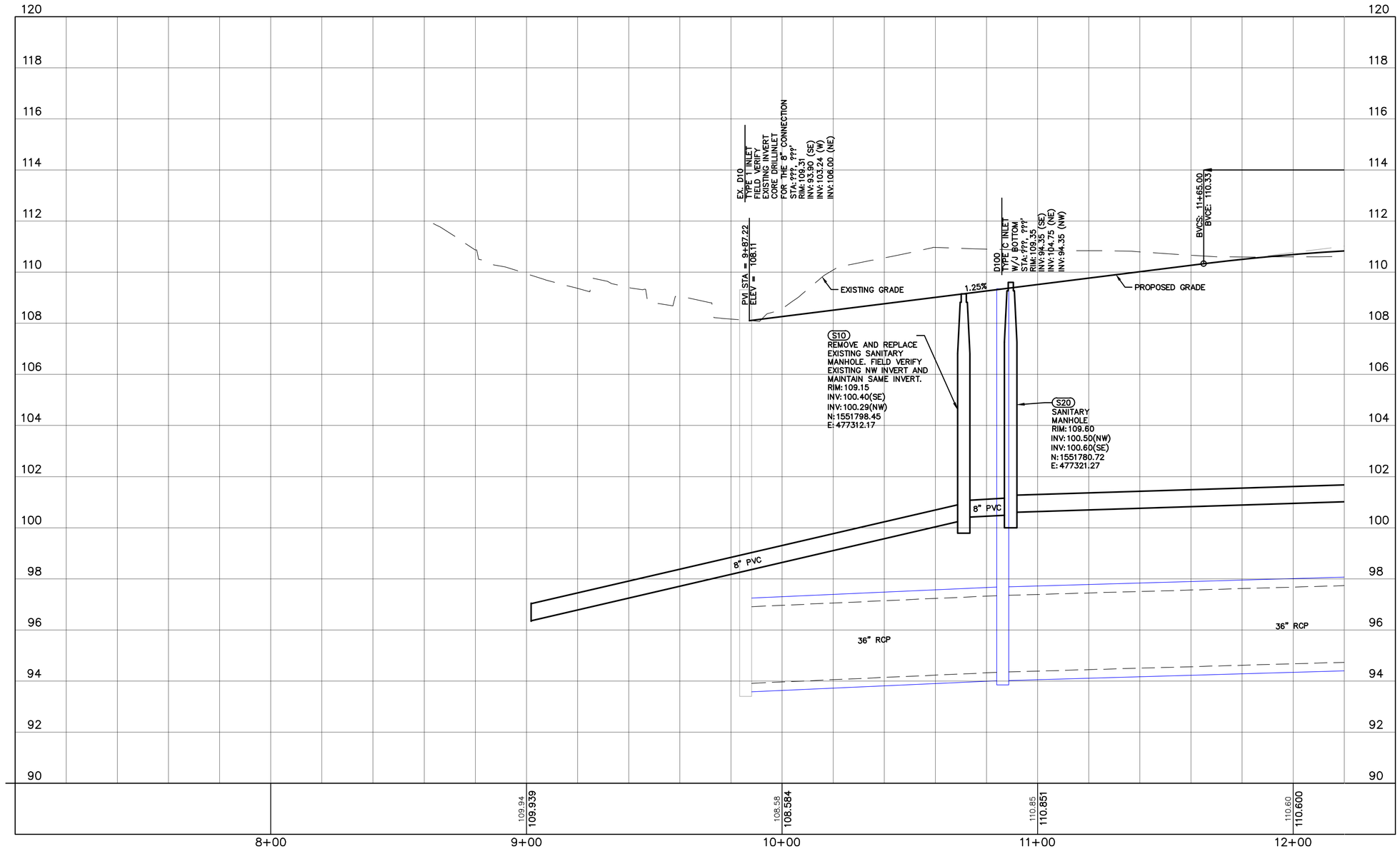

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OCOEE CROWN POINT
MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

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ROAD PROFILES

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002

Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C220

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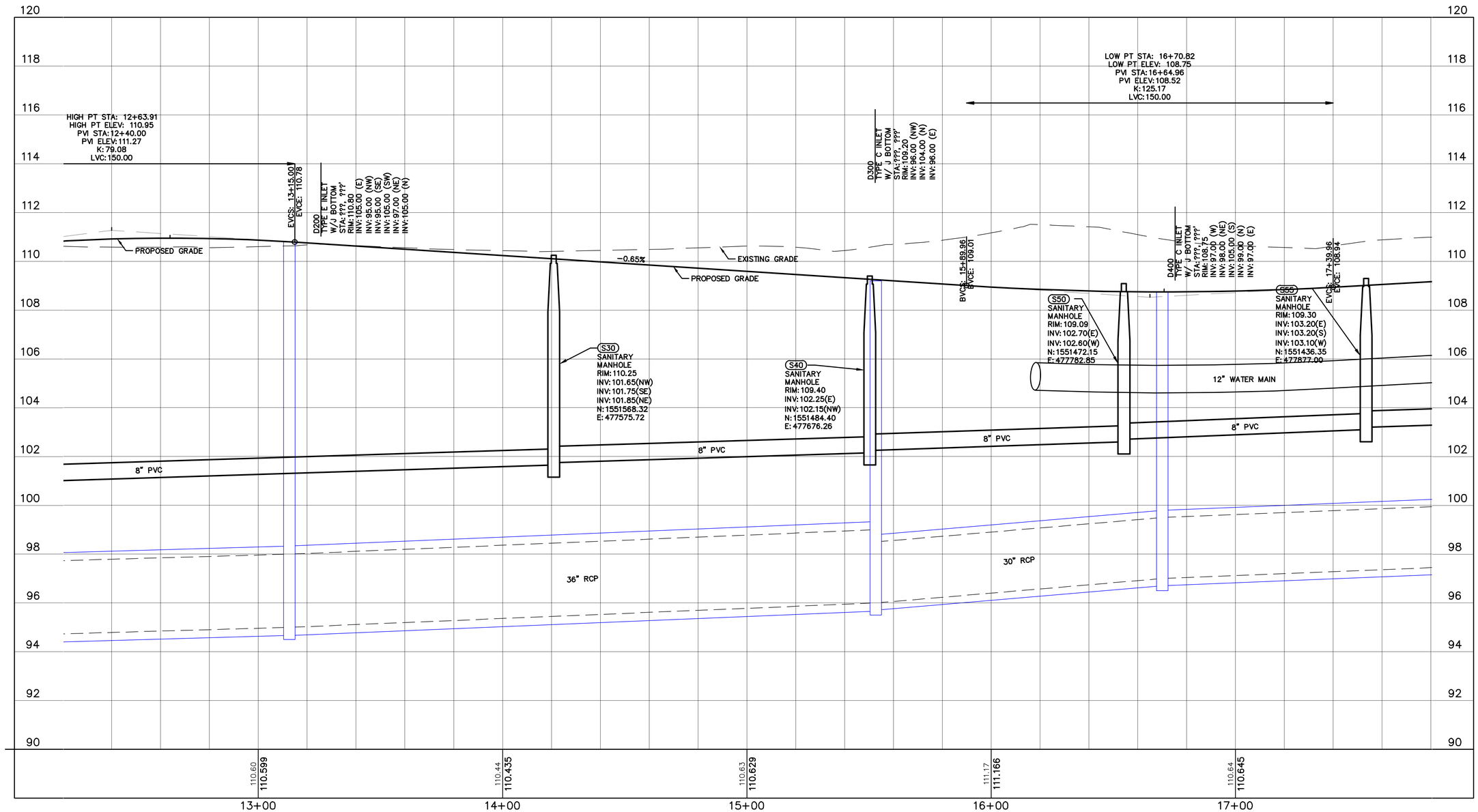

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OCOEE CROWN POINT
MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

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ROAD PROFILES

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002

Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C221

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FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C220 ROAD PROFILE.DWG
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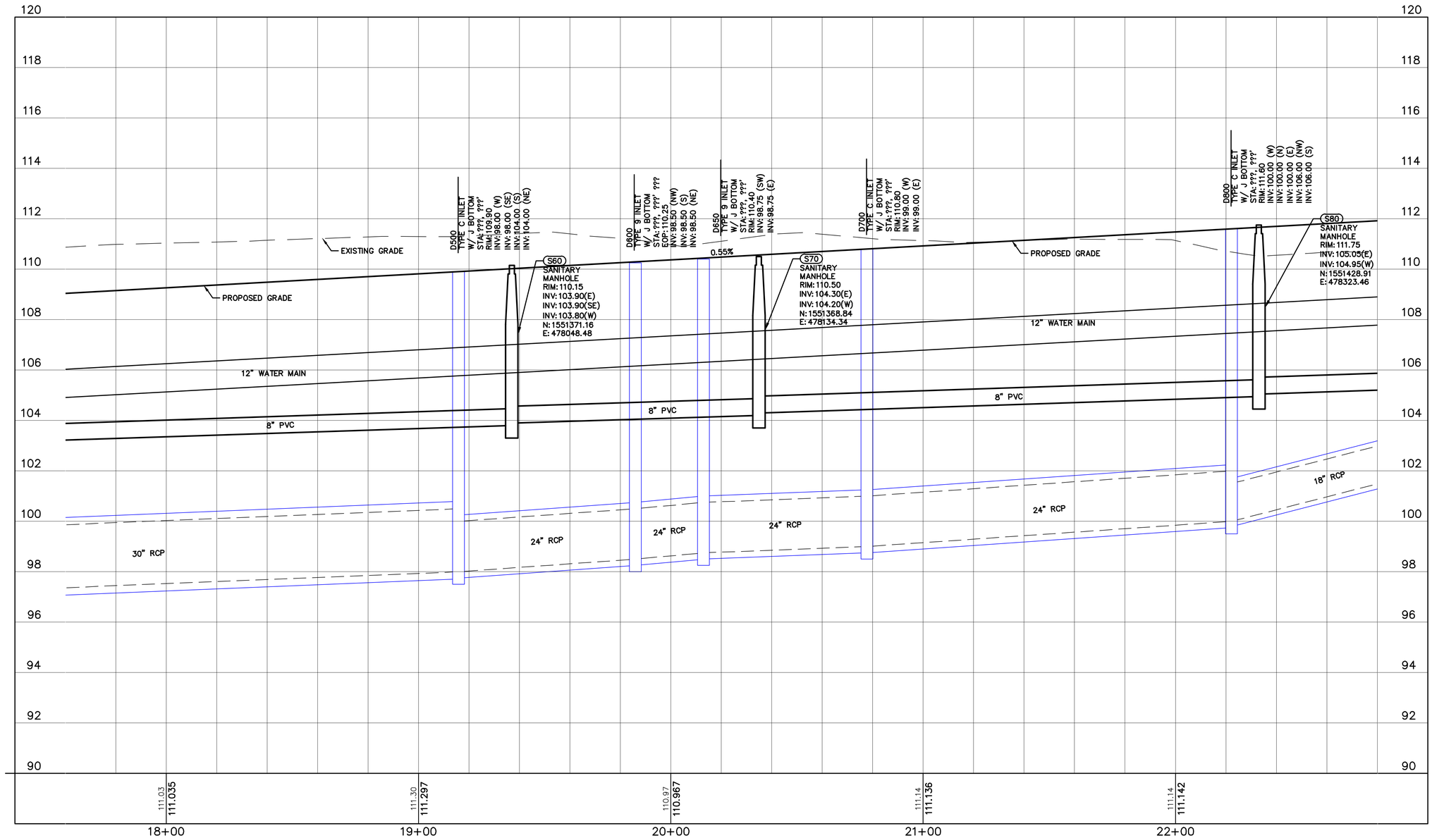

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OCOEE CROWN POINT
MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

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ROAD PROFILES

Scale: AS NOTED
Date: 10/26/2022
Project No.: 07399002

Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C222

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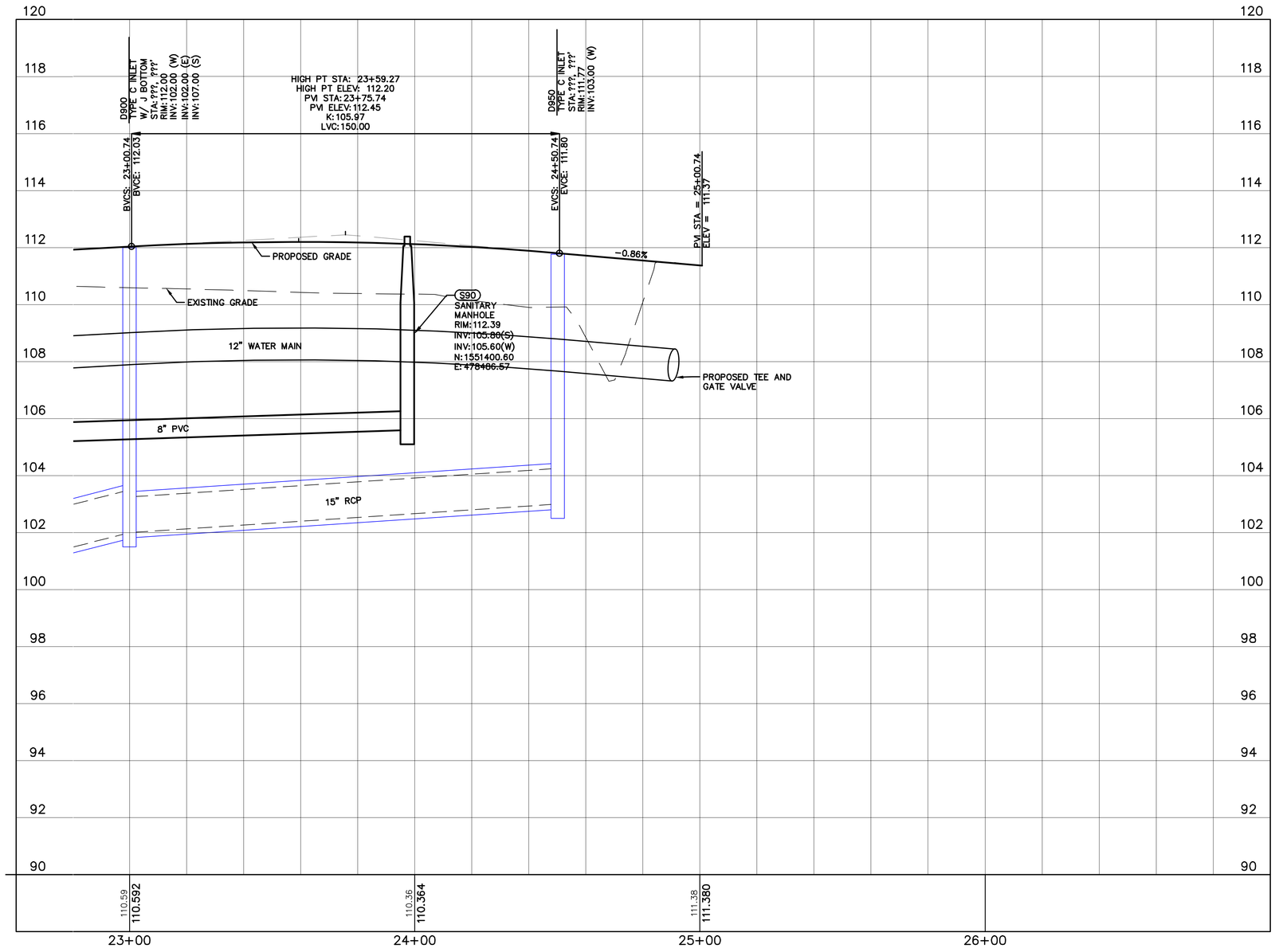

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OCOEE CROWN POINT
MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

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ROAD PROFILES

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002

Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C223

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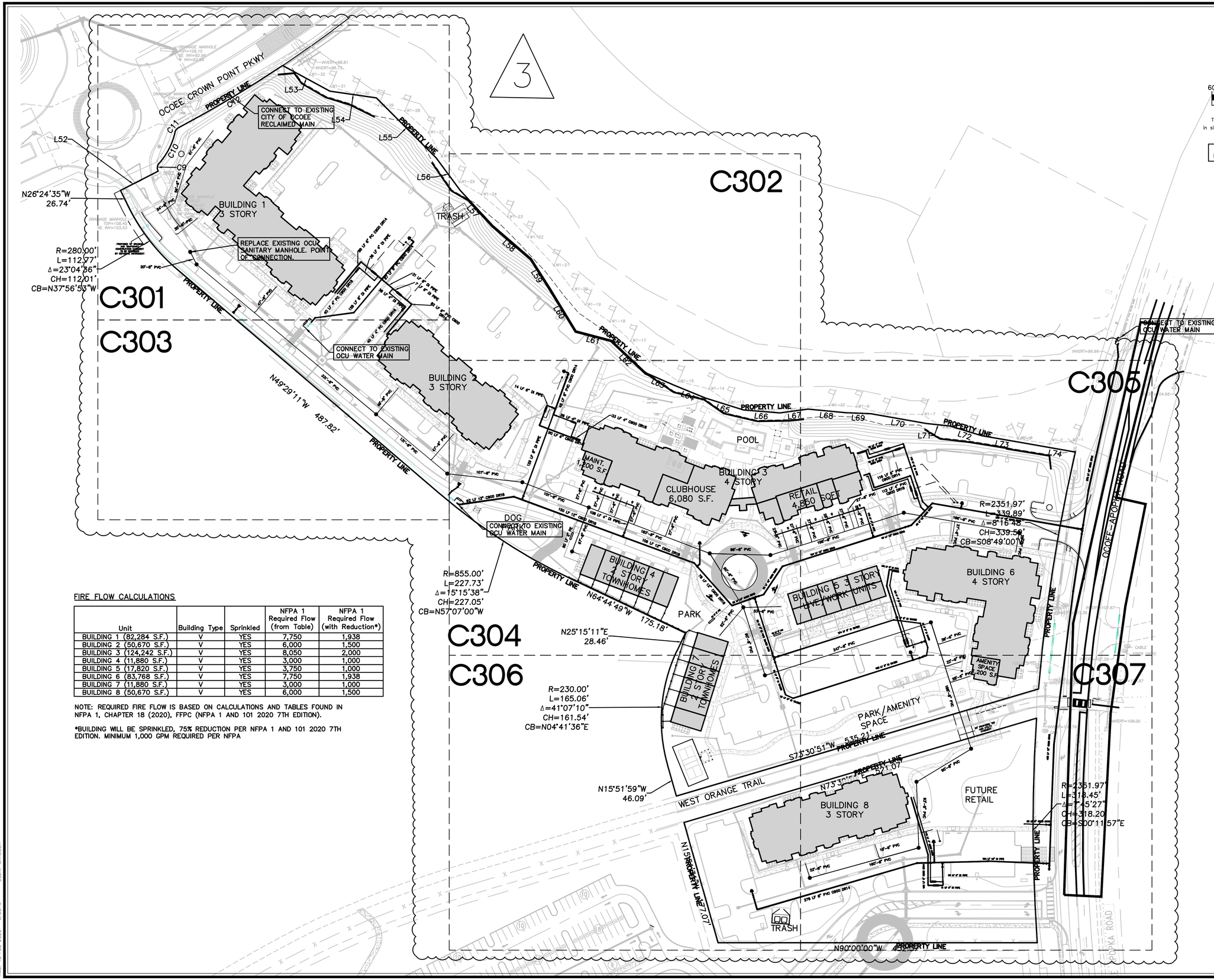
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C220 ROAD PROFILE.DWG
TIME: 1:15 PM, FEB 2023 - 6:29PM USER: CARLOSA



FIRE FLOW CALCULATIONS

Unit	Building Type	Sprinkled	NFPA 1 Required Flow (from Table)	NFPA 1 Required Flow (with Reduction*)
BUILDING 1 (82,284 S.F.)	V	YES	7,750	1,938
BUILDING 2 (50,670 S.F.)	V	YES	6,000	1,500
BUILDING 3 (124,242 S.F.)	V	YES	8,050	2,000
BUILDING 4 (11,880 S.F.)	V	YES	3,000	1,000
BUILDING 5 (17,820 S.F.)	V	YES	3,750	1,000
BUILDING 6 (83,768 S.F.)	V	YES	7,750	1,938
BUILDING 7 (11,880 S.F.)	V	YES	3,000	1,000
BUILDING 8 (50,670 S.F.)	V	YES	6,000	1,500

NOTE: REQUIRED FIRE FLOW IS BASED ON CALCULATIONS AND TABLES FOUND IN NFPA 1, CHAPTER 18 (2020), FFPC (NFPA 1 AND 101 2020 7TH EDITION).

*BUILDING WILL BE SPRINKLED, 75% REDUCTION PER NFPA 1 AND 101 2020 7TH EDITION. MINIMUM 1,000 GPM REQUIRED PER NFPA

GRAPHIC SCALE
60 0 30 60
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

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OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
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OVERALL UTILITY PLAN

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/28/2022
Project No.:07399002

Release:
CITY RESUBMITTAL
2/7/2023

C300

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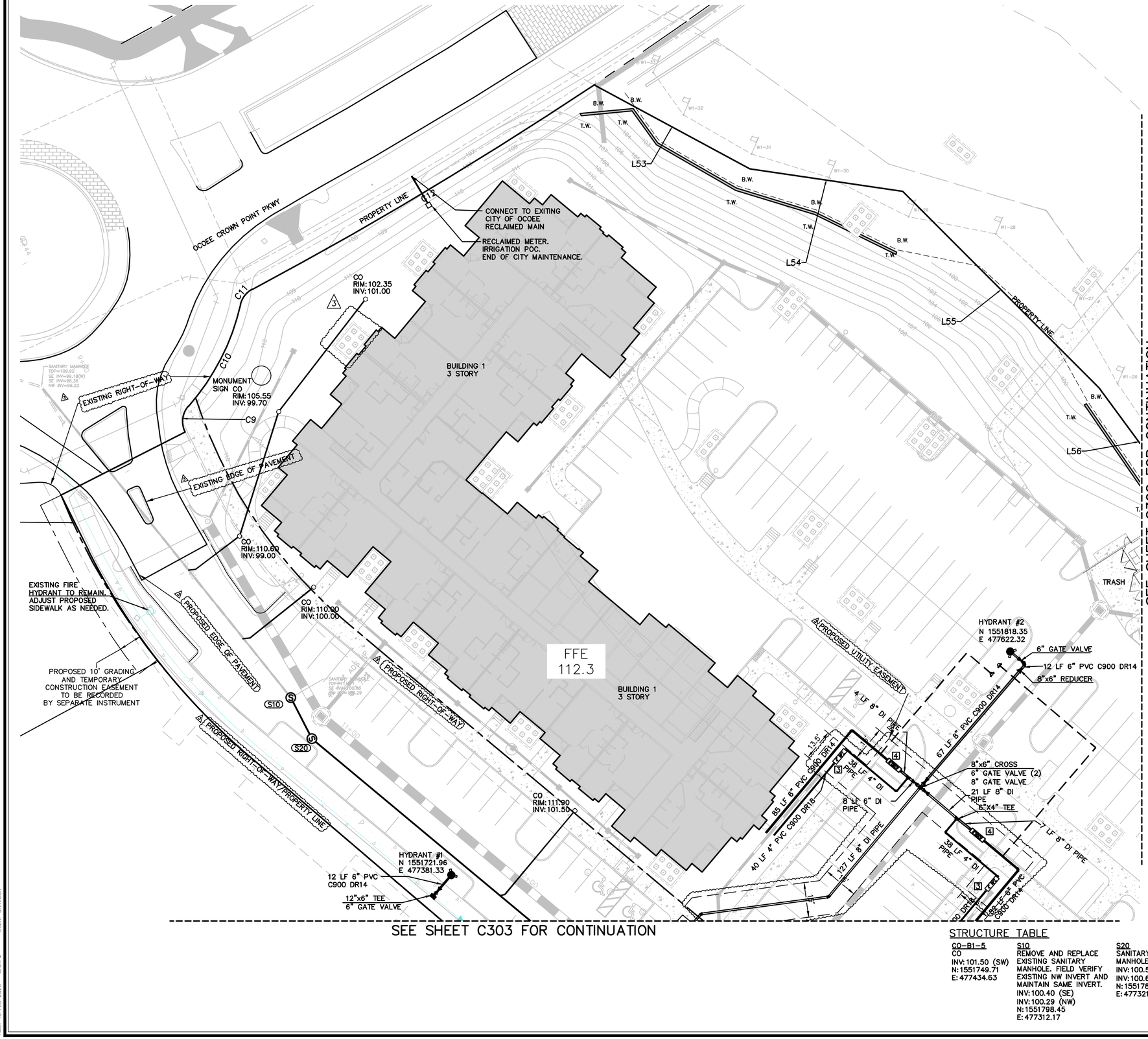
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C300 OVERALL UTILITY PLAN.DWG
PLOT: 13 FEB 2023 - 8:50PM USER: CARLOSA



C301 | C302 | C303 | C304 | C305 | C306 | C307

GRAPHIC SCALE
20 0 10 20
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

KEY MAP

LEGEND

1. 1" POTABLE WATER METER TO BE INSTALLED PER ORANGE COUNTY UTILITIES DETAIL A133 (METER BANK – LONG SERVICE). METER TO BE INSTALLED BY ORANGE COUNTY UTILITIES — C432
2. 2" REDUCED PRESSURE (RPZ) BACK FLOW PREVENTER WITH 2" POTABLE WATER METER PER OCU DETAIL A409-2. METER TO BE INSTALLED BY ORANGE COUNTY UTILITIES — C432
3. 4" REDUCED PRESSURE (RPZ) BACK FLOW PREVENTER WITH 4" POTABLE WATER METER PER OCU DETAIL A204. — C432
4. FIRE WATER P.O.C. 6" ABOVE GROUND DOUBLE CHECK DETECTOR B.F.P.(DCDA) W/ 6" GATE VALVE BEFORE ASSEMBLY PER OCU DETAIL A202. (FIRE MAIN SIZE AND MATERIAL TO BE VERIFIED WITH THE FIRE PROTECTION ENGINEER. COORDINATE WITH FIRE SAFETY PLANS.) — C432

NOTES:

1. ALL EXISTING MANHOLES AND VALVES AFFECTED BY THIS CONSTRUCTION SHALL BE RAISED TO THE NEW FINISH GRADE USING OCU APPROVED METHODS. IF THE OVERALL BRICK ADJUSTMENT WILL BE LESS THAN 7" OR GREATER THAN 16" A NEW RISER SECTION SHALL BE REQUIRED TO BRING EXISTING MANHOLE LIDS TO GRADE.
2. ALL TREES MUST MAINTAIN A MINIMUM 5' SEPARATION FROM OCU OWNED WATER, SEWER, AND REUSE UTILITIES
3. ALL WATERMAIN PIPE SHALL BE PVC MEETING AWWA STANDARDS C-900 WITH MINIMUM WORKING PRESSURE RATING OF 150 PSI, DR18, DUCTILE IRON PIPE SIZE IN ACCORDANCE WITH OCU STANDARDS.
4. ALL SANITARY SEWER PIPE SHALL MEET ASTM D3034, SDR35 IN ACCORDANCE WITH OCU STANDARDS.
5. ALL 2" PIPES AND SMALLER SHALL BE P.E..
6. ELECTRIC, TELEPHONE AND GAS UTILITIES SHOWN FOR REFERENCE ONLY. SEE MEP PLANS FOR CONSTRUCTION DETAILS.
7. COORDINATE ALL UTILITY CONNECTIONS WITH ARCHITECTURAL/M.E.P. PLANS.
8. ELECTRICAL AND TELECOMMUNICATION CONDUITS SHOWN FOR REFERENCE ONLY. CONTRACTOR TO COORDINATE NUMBER, LOCATION, MATERIAL AND SIZE OF CONDUITS WITH ARCHITECTURAL/ M.E.P. PLANS.
9. ALL FIRE MAIN SHALL BE PVC MEETING AWWA STANDARDS C-900, DR14 DUCTILE IRON PIPE SIZE.
10. FDC MAIN SIZE SHALL MATCH THE FIRE PLAN SIZE.
11. THE MASTER METER TO BE PROVIDED BY OCU AND THE ASSEMBLY AND PIPING TO BE PROVIDED BY THE CONTRACTOR.
12. CONTACT YOUR DESIGNATED OCU INSPECTOR AT THE CONSTRUCTION DIVISION AT 407-254-9798 TO SCHEDULE A MEETING PRIOR TO INITIATING CONSTRUCTION TO DISCUSS INSPECTION REQUIREMENTS.
13. ALL UTILITIES (INCLUDING PUMP STATION IF APPLICABLE) LOCATED OUTSIDE PUBLIC RIGHT-OF-WAYS AND PUBLIC EASEMENTS SHALL BE PRIVATELY OWNED AND MAINTAINED.
14. ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED AT ALL POINTS OF CONNECTION TO, AND AT ALL AREAS OF CONFLICT WITH OCU MAINS. (REFER TO OCU MANUAL SECTION 2111 3.03 G.)
15. MAINTAIN A MINIMUM OF 3 FEET OF COVER OVER ALL PROPOSED WATER, WASTEWATER, AND RECLAIMED WATER LINES. PLEASE REFER TO THE FOLLOWING SECTIONS FROM THE 2021 OCU MANUAL: SECTION 2210, PART 4, A WATER MAINS; SECTION 2310, PART 4, B GRAVITY MAINS; SECTION 2311, PART 4, A FORCE MAINS; SECTION 2510, PART 4, A RECLAIMED WATER MAINS.

STRUCTURE TABLE

CO-B1-5	S10	S20
CO	REMOVE AND REPLACE EXISTING SANITARY MANHOLE. FIELD VERIFY EXISTING NW INVERT AND MAINTAIN SAME INVERT.	SANITARY MANHOLE
INV: 101.50 (SW)	INV: 100.40 (SE)	INV: 100.50 (NW)
N: 1551749.71	INV: 100.29 (NW)	INV: 100.60 (SE)
E: 477434.63	N: 1551798.45	N: 1551780.72
	E: 477312.17	E: 477321.27

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www.harriscivilengineers.com
EB 9814

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
2.		
3.	2/7/23	OCU COMMENTS (12/15/22) COO COMMENTS (10/28/22)
4.		
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UTILITY PLAN

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002

Release:
CITY RESUBMITTAL
2/7/2023

C301

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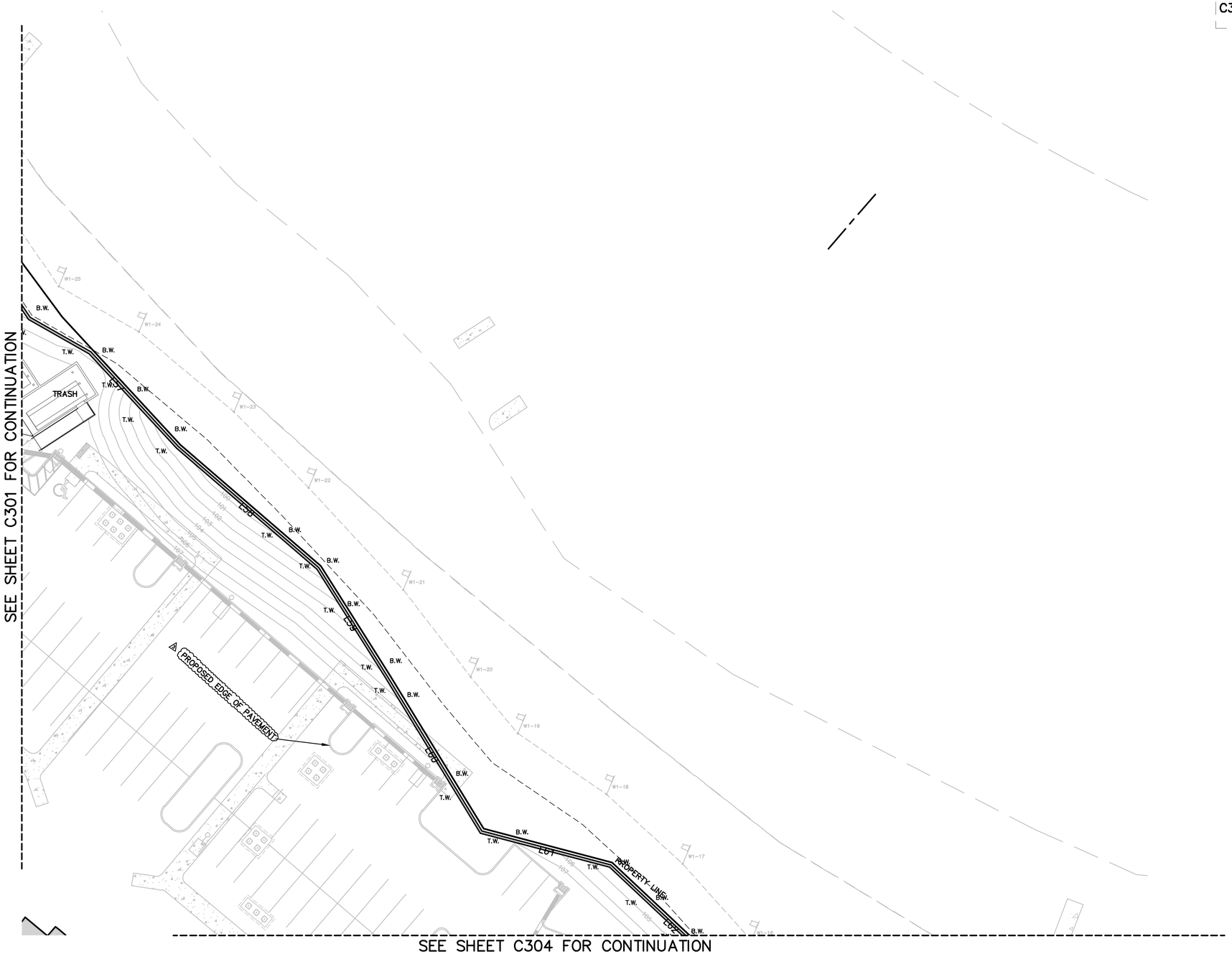
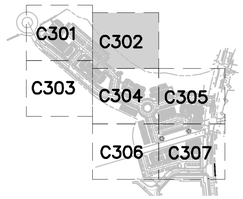
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C301 UTILITY PLAN.DWG
DATE: 15 FEB 2023 - 8:10PM USER: CARLOS4





KEY MAP

GRAPHIC SCALE
20 0 10 20
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

LEGEND

1. 1" POTABLE WATER METER TO BE INSTALLED PER ORANGE COUNTY UTILITIES DETAIL A133 (METER BANK – LONG SERVICE). METER TO BE INSTALLED BY ORANGE COUNTY UTILITIES (C432)
2. 2" REDUCED PRESSURE (RPZ) BACK FLOW PREVENTER WITH 2" POTABLE WATER METER PER OCU DETAIL A409–2. METER TO BE INSTALLED BY ORANGE COUNTY UTILITIES (C432)
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NOTES:

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3. ALL WATERMAIN PIPE SHALL BE PVC MEETING AWWA STANDARDS C–900 WITH MINIMUM WORKING PRESSURE RATING OF 150 PSI, DR18, DUCTILE IRON PIPE SIZE IN ACCORDANCE WITH OCU STANDARDS.
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7. COORDINATE ALL UTILITY CONNECTIONS WITH ARCHITECTURAL/M.E.P. PLANS.
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City of Ocoee, Florida

Revisions:

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		COO COMMENTS (10/28/22)
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UTILITY PLAN

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/28/2022
Project No: 07399002

Release:
CITY RESUBMITTAL
2/7/2023

C302

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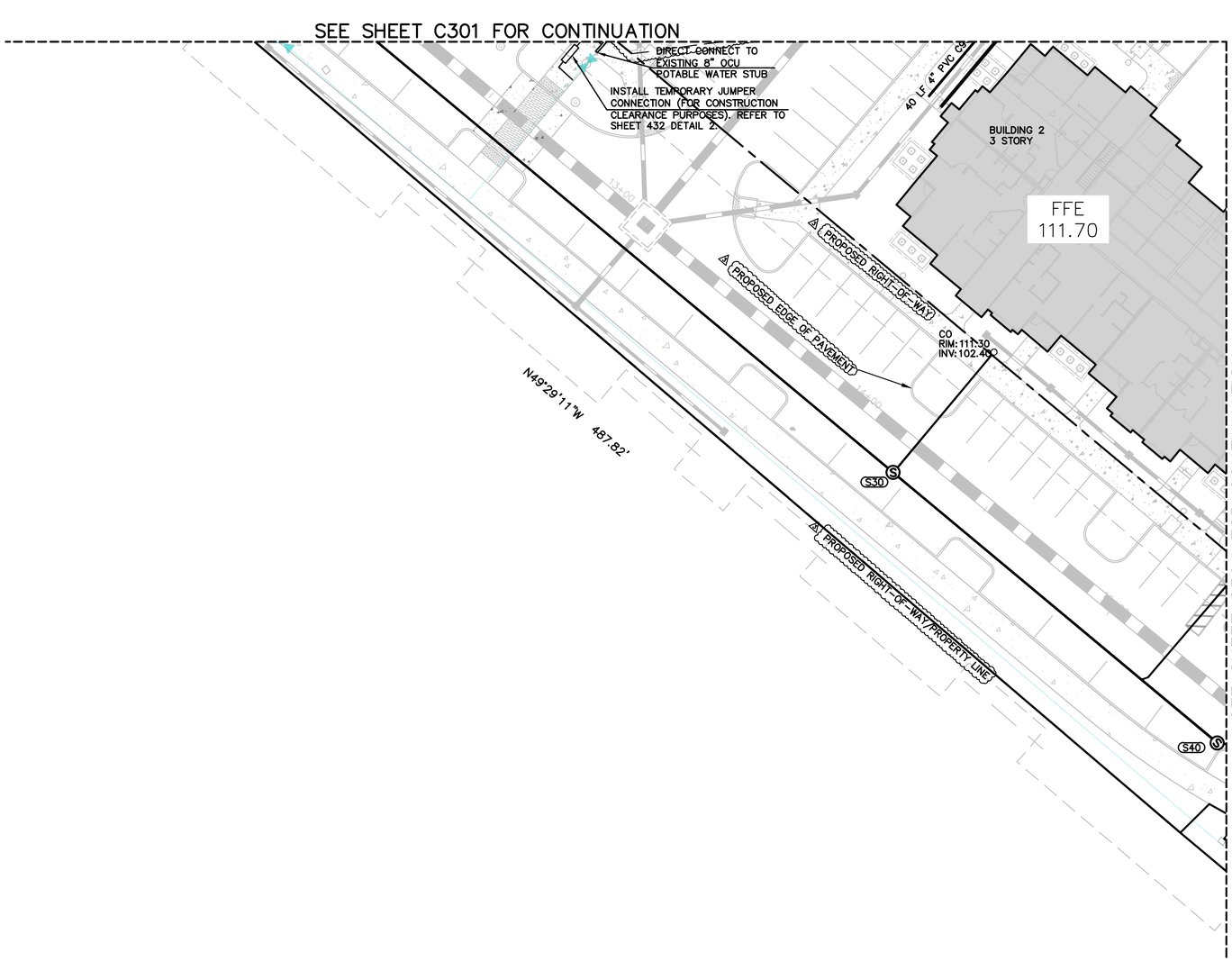

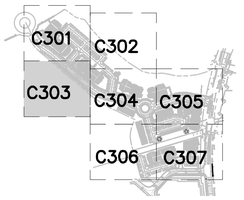

KEY MAP

GRAPHIC SCALE
20 0 10 20
(IN FEET)
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ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

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STRUCTURE TABLE

CO-B2-1
CO
INV: 102.40 (SW)
N: 1551605.76
E: 477606.97

S30
SANITARY MANHOLE
INV: 101.65 (NW)
INV: 101.75 (SE)
INV: 101.85 (NE)
N: 1551568.32
E: 477575.72

S40
SANITARY MANHOLE
INV: 102.25 (E)
INV: 102.15 (NW)
N: 1551484.40
E: 477676.26

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EB 9814

OCOEE CROWN POINT MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
2.		
3.	2/7/23	OCU COMMENTS (12/15/22)
		COO COMMENTS (10/28/22)
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UTILITY PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No: 07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C303

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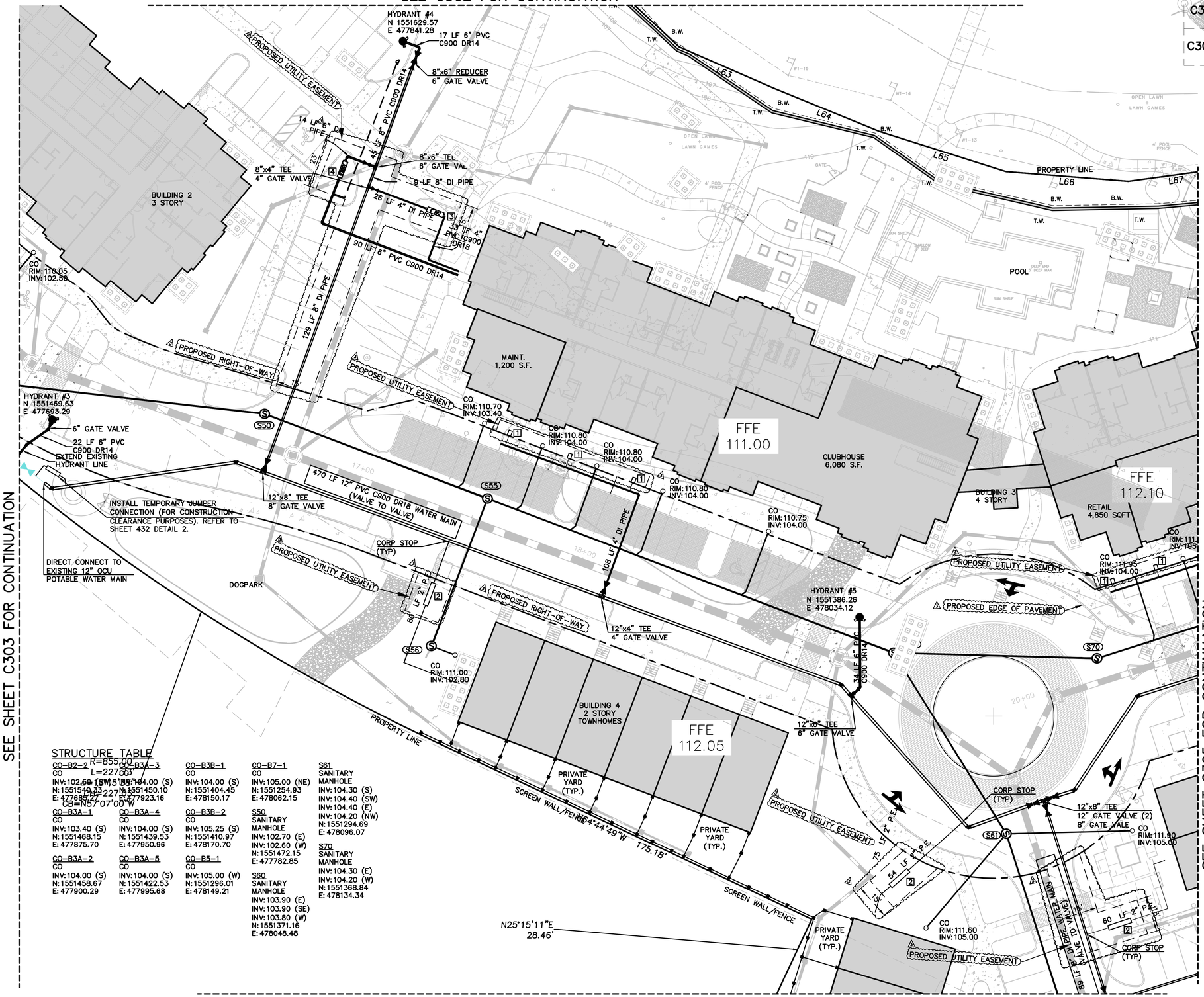
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C301 UTILITY PLAN.DWG
TIME: 1:51 PM 2/7/2023 USER: CARLOS A

SEE C302 FOR CONTINUATION



SEE SHEET C303 FOR CONTINUATION

SEE SHEET C305 FOR CONTINUATION

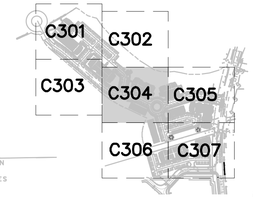
SEE SHEET C306 FOR CONTINUATION

STRUCTURE TABLE

CO-B2-2 CO INV: 102.56 (SW) N: 1551549.33 E: 477685.47	CO-B3A-3 CO INV: 104.00 (S) N: 1551450.10 E: 477923.16	CO-B3B-1 CO INV: 104.00 (S) N: 1551404.45 E: 478150.17	CO-B7-1 CO INV: 105.00 (NE) N: 1551254.93 E: 478062.15	S61 SANITARY MANHOLE INV: 104.30 (S) INV: 104.40 (SW) INV: 104.40 (E) INV: 104.20 (NW) N: 1551294.69 E: 478096.07
CO-B3A-1 CO INV: 103.40 (S) N: 1551468.15 E: 477875.70	CO-B3A-4 CO INV: 104.00 (S) N: 1551439.53 E: 477950.96	CO-B3B-2 CO INV: 105.25 (S) N: 1551410.97 E: 478170.70	S50 SANITARY MANHOLE INV: 102.70 (E) INV: 102.60 (W) N: 1551472.15 E: 477782.85	S70 SANITARY MANHOLE INV: 104.30 (E) INV: 104.20 (W) N: 1551368.84 E: 478134.34
CO-B3A-2 CO INV: 104.00 (S) N: 1551458.67 E: 477900.29	CO-B3A-5 CO INV: 104.00 (S) N: 1551422.53 E: 477995.68	CO-B5-1 CO INV: 105.00 (W) N: 1551296.01 E: 478149.21	S60 SANITARY MANHOLE INV: 103.90 (E) INV: 103.90 (SE) INV: 103.80 (W) N: 1551371.16 E: 478048.48	

R=855.00'
L=227.00'
CB=227.00'
CH=N57°07'00"W

KEY MAP



GRAPHIC SCALE
20 0 10 20
(IN FEET)
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ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

LEGEND

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UTILITY PLAN

Scale: AS NOTED
Date: 10/28/2022
Design: CD
Drawn: CD
Checked: AA
Project No: 0739002

Release:
CITY RESUBMITTAL
2/7/2023

C304

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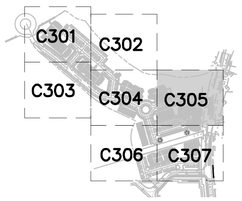

KEY MAP

GRAPHIC SCALE
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(IN FEET)
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ELEV. DATUM: NAVD88
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3. ALL WATERMAIN PIPE SHALL BE PVC MEETING AWWA STANDARDS C-900 WITH MINIMUM WORKING PRESSURE RATING OF 150 PSI, DR18, DUCTILE IRON PIPE SIZE IN ACCORDANCE WITH OCU STANDARDS.
4. ALL SANITARY SEWER PIPE SHALL MEET ASTM D3034, SDR35 IN ACCORDANCE WITH OCU STANDARDS.
5. ALL 2" PIPES AND SMALLER SHALL BE P.E..
6. ELECTRIC, TELEPHONE AND GAS UTILITIES SHOWN FOR REFERENCE ONLY. SEE MEP PLANS FOR CONSTRUCTION DETAILS.
7. COORDINATE ALL UTILITY CONNECTIONS WITH ARCHITECTURAL/M.E.P. PLANS.
8. ELECTRICAL AND TELECOMMUNICATION CONDUITS SHOWN FOR REFERENCE ONLY. CONTRACTOR TO COORDINATE NUMBER, LOCATION, MATERIAL AND SIZE OF CONDUITS WITH ARCHITECTURAL/ M.E.P. PLANS.
9. ALL FIRE MAIN SHALL BE PVC MEETING AWWA STANDARDS C-900, DR14 DUCTILE IRON PIPE SIZE.
10. FDC MAIN SIZE SHALL MATCH THE FIRE PLAN SIZE.
11. THE MASTER METER TO BE PROVIDED BY OCU AND THE ASSEMBLY AND PIPING TO BE PROVIDED BY THE CONTRACTOR.
12. CONTACT YOUR DESIGNATED OCU INSPECTOR AT THE CONSTRUCTION DIVISION AT 407-254-9798 TO SCHEDULE A MEETING PRIOR TO INITIATING CONSTRUCTION TO DISCUSS INSPECTION REQUIREMENTS.
13. ALL UTILITIES (INCLUDING PUMP STATION IF APPLICABLE) LOCATED OUTSIDE PUBLIC RIGHT-OF-WAYS AND PUBLIC EASEMENTS SHALL BE PRIVATELY OWNED AND MAINTAINED.
14. ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED AT ALL POINTS OF CONNECTION TO, AND AT ALL AREAS OF CONFLICT WITH OCU MAINS. (REFER TO OCU MANUAL SECTION 2111 3.03 G.)

3 15. MAINTAIN A MINIMUM OF 3 FEET OF COVER OVER ALL PROPOSED WATER, WASTEWATER, AND RECLAIMED WATER LINES. PLEASE REFER TO THE FOLLOWING SECTIONS FROM THE 2021 OCU MANUAL: SECTION 2210, PART 4, A WATER MAINS; SECTION 2310, PART 4, B GRAVITY MAINS; SECTION 2311, PART 4, A FORCE MAINS; SECTION 2510, PART 4, A RECLAIMED WATER MAINS.

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EB 9814

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
2.		
3.	2/7/23	OCU COMMENTS (12/15/22)
		COO COMMENTS (10/28/22)
4.		
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UTILITY PLAN

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002

Release:
CITY RESUBMITTAL
2/7/2023

C305

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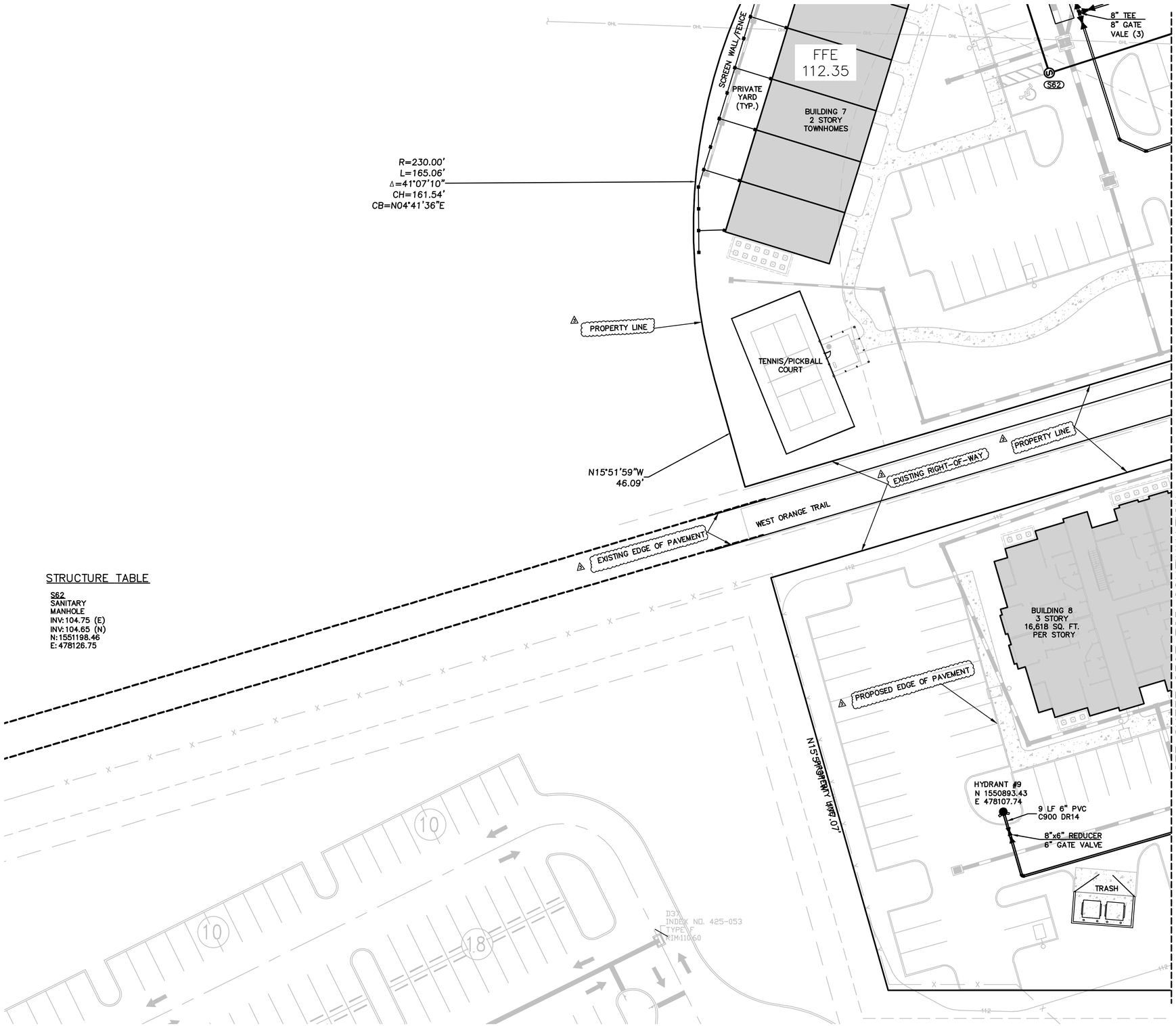
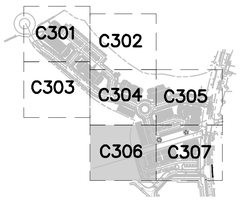
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C301 UTILITY PLAN.DWG
PRINTED: FEB 7, 2023 - 5:20PM USER: CARLOSA

SEE SHEET C305 FOR CONTINUATION



STRUCTURE TABLE

S62
SANITARY
MANHOLE
INV: 104.75 (E)
INV: 104.65 (N)
N: 1551198.46
E: 478126.75



KEY MAP

GRAPHIC SCALE
20 0 10 20
(IN FEET)
This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NGVD29 = NAVD88+0.90'

LEGEND

] 1" POTABLE WATER METER TO BE INSTALLED PER ORANGE COUNTY UTILITIES DETAIL A133 (METER BANK – LONG SERVICE). METER TO BE INSTALLED BY ORANGE COUNTY UTILITIES (C432)

] 2" REDUCED PRESSURE (RPZ) BACK FLOW PREVENTER WITH 2" POTABLE WATER METER PER OCU DETAIL A409-2. METER TO BE INSTALLED BY ORANGE COUNTY UTILITIES (C432)

] 4" REDUCED PRESSURE (RPZ) BACK FLOW PREVENTER WITH 4" POTABLE WATER METER PER OCU DETAIL A204. (C432)

] FIRE WATER P.O.C. 6" ABOVE GROUND DOUBLE CHECK DETECTOR B.F.P.(DCDA) W/ 6" GATE VALVE BEFORE ASSEMBLY PER OCU DETAIL A202. (FIRE MAIN SIZE AND MATERIAL TO BE VERIFIED WITH THE FIRE PROTECTION ENGINEER. COORDINATE WITH FIRE SAFETY PLANS.) (C432)

NOTES:

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OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

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2.		
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UTILITY PLAN

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002
Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C306

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FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C301 UTILITY PLAN.DWG
PLOT: 15 FEB 2023 - 5:20PM USER: CARLOSA

SEE SHEET C305 FOR CONTINUATION

SEE SHEET C306 FOR CONTINUATION

12 LF 6" DI PIPE

8" GATE VALVE

8"x6" TEE
6" GATE VALVE

257 LF 8" DI PIPE WATER MAIN (VALVE TO VALVE)

CO
RIM: 113.70
INV: 106.50

1" POTABLE WATER METER

AMENITY CENTER
1,200 S.F.

BUILDING 6
4 STORY

CO
RIM: 113.40
INV: 106.50

PARK/AMENITY SPACE

EXISTING RIGHT-OF-WAY

WEST ORANGE TRAIL

20' OPEN CUT

20' PROPOSED TCE AND UTILITY EASEMENT

PROPERTY LINE

S73°30'51"W 535.21'

WEST ORANGE TRAIL

PROPERTY LINE

N73°30'51"E 521.07'

S64

S65

EXISTING RIGHT-OF-WAY

EXISTING EDGE OF PAVEMENT

BUILDING 8
3 STORY

FFE
112.53

CO
RIM: 112.10
INV: 107.60

S66

CO
RIM: 112.80
INV: 108.20

S67

278 LF 8" PVC C900 DR14

6" WATER MAIN STUB FOR FUTURE CONNECTION.
INSTALL HYDROGUARD (AFD)

38 LF 6" PVC C900 DR18

12"x6" TEE
6" GATE VALVE

480 LF 12" PVC C900 DR18 WATER MAIN (VALVE TO VALVE)

R=2,251.97'
L=338.45'
Δ=7°43'27"
CH=338.26'
CB=S00°11'57"E

142 LF 4" PVC C900 DR18

HYD

478365.79

30 LF 6" PVC C900 DR14

10"x6" TEE

10"x 8" REDUCER

8" GATE VALVE

EXISTING EDGE OF PAVEMENT

184 LF 10" DI PIPE (VALVE TO VALVE)

PROPERTY LINE

10" GATE VALVE

10"x6" TEE

6" GATE VALVE

30'

5'

155 LF 6" PVC C900 DR14

26 LF 6" DI PIPE

11 LF 6" DI PIPE

PROPOSED UTILITY EASEMENT

12"x10" TEE

12" GATE VALVE

10" GATE VALVE

12" WATER MAIN STUB.
INSTALL HYDROGUARD (AFD)
WHICH WAS REMOVED AT THE
POINT OF CONNECTION.

D1
INDEX NO. 425-020
TYPE P-4
TOP 112.63
S. INV. 104.60
N. INV. 104.60

D2
INDEX NO. 425-020
TYPE P-4
TOP 110.83
N. INV. 104.48
SW. INV. 104.35

47LF - 30" RCP @0.11%

N90°00'00"W 452.37'

PROPERTY LINE

KA ROAD

STRUCTURE TABLE

CO-BB-1	S66
CO	SANITARY MANHOLE
INV: 107.60 (S)	INV: 107.20 (W)
N: 1550958.38	INV: 107.10 (N)
E: 478282.48	N: 1550954.08
	E: 478344.43
CO-BB-2	**S67**
CO	SANITARY MANHOLE
INV: 108.20 (S)	INV: 107.90 (N)
N: 1550932.32	INV: 107.70 (E)
E: 478183.70	N: 1550911.48
S65	E: 478190.34
SANITARY MANHOLE	
INV: 106.80 (S)	
INV: 106.70 (NE)	
N: 1551047.45	
E: 478341.46	

C301 C302 C303 C304 C305 C306 C307

KEY MAP

GRAPHIC SCALE
20 0 10 20
(IN FEET)
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ELEV. DATUM: NAVD88
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UTILITY PLAN

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002

Release:
CITY RESUBMITTAL
2/7/2023

C307

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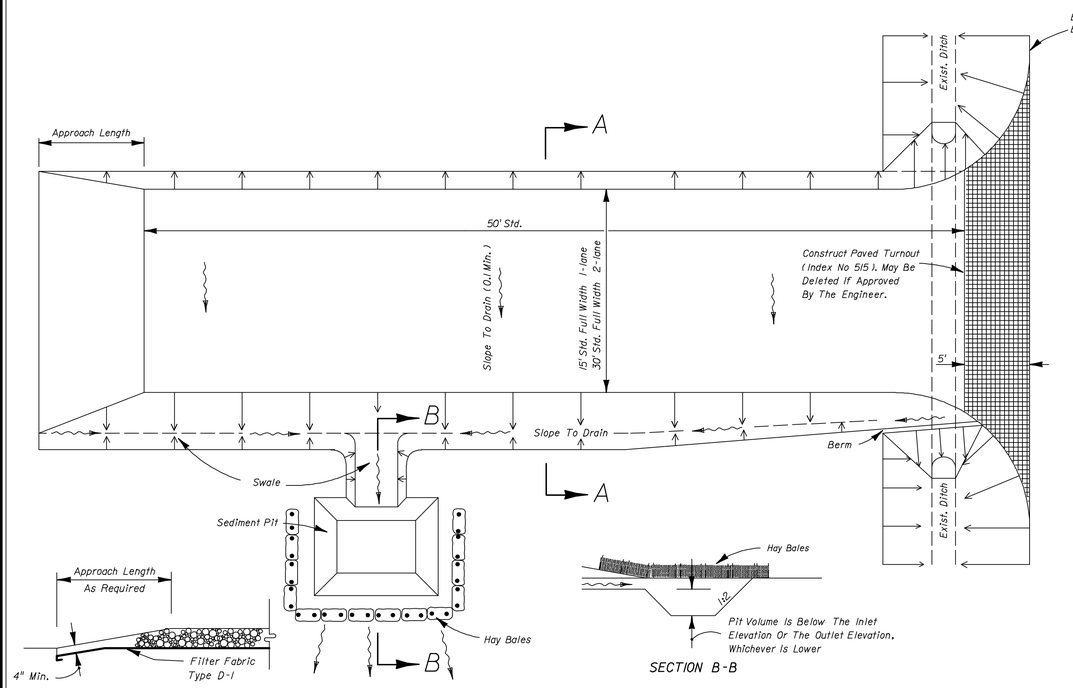
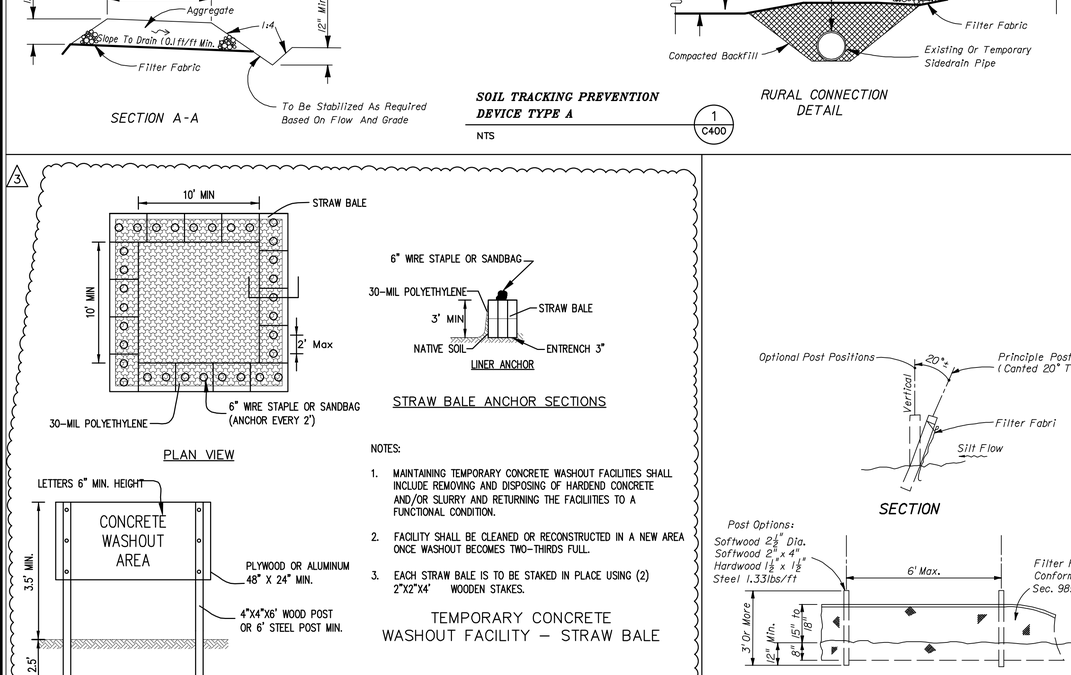
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C301 UTILITY PLAN.DWG
TIME: 12 FEB 2023 - 8:20PM USER: CANDICEA

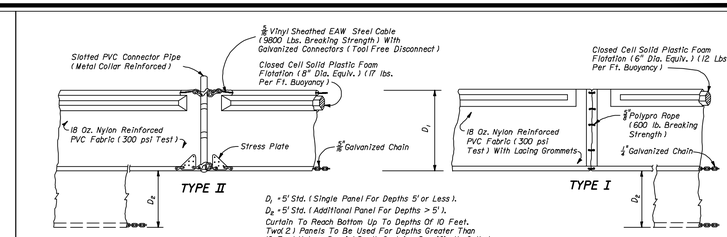


GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where offsite tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
2. The Contractor may propose an alternative technique to minimize offsite tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.
3. All materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.
4. Aggregates shall be as described in Section 901 excluding 901-2.3. Aggregates shall be FDOT size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
5. The sediment pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is isolated from other drainage areas, the following pit volumes will satisfy this requirements.
   15' x 50' x 100 ft³ 30' x 50' x 200 ft³
   As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half, it shall be cleaned. When a swale is used, hay bales or silt fence shall be placed along the entire length.
6. The swale ditch draining the STPD shall have a 0.2% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.
7. Mitered end sections are not required when the sidedrain pipe satisfies the clear zone requirements.
8. The STPD shall be maintained in a condition that will allow it to perform its function. To prevent offsite tracking, the STPD shall be rinsed (daily when in use) to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
9. A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA. The unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD; including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal, water, rinsing and cleaning of the STPD and cleaning of public roads, grassing and sod. Hay bales shall be paid for under the contract unit price for Hay or Straw Baled, EA. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, LF.
10. The nominal size of a standard STPD is 15' x 50' unless otherwise shown in the plans. If the volume of entering and exiting vehicles warrant, a 30' width STPD may be used if approved by the Engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.



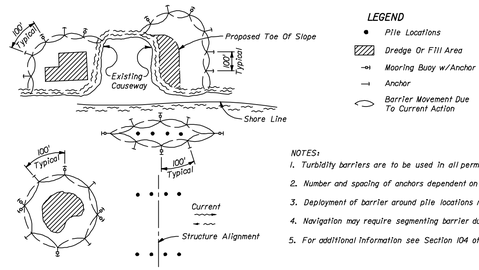
SOIL TRACKING PREVENTION DEVICE TYPE A
NTS
1 C400



D1 +5' Std. (Single Panel For Depths 5' or Less).
D2 +5' Std. (Additional Panel For Depths > 5').
Curtain To Reach Bottom Up To Depths Of 10 Feet. Two (2) Panels To Be Used For Depths Greater Than 10 Feet Unless Special Depth Curtains Specifically Called For In The Plans Or As Determined By The Engineer.

NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS

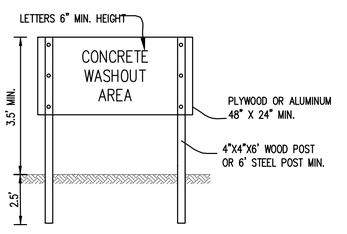


NOTES:
1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications.

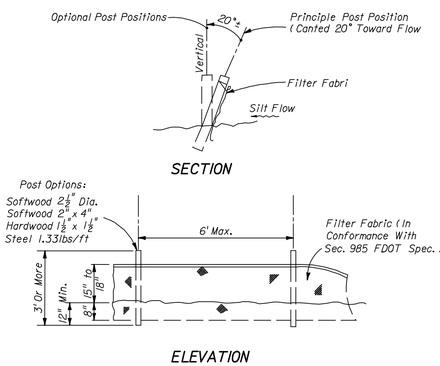
FLOATING TURBIDITY BARRIER
NTS
2 C400

NOTES:
1. MAINTAINING TEMPORARY CONCRETE WASHOUT FACILITIES SHALL INCLUDE REMOVING AND DISPOSING OF HARDENED CONCRETE AND/OR SLURRY AND RETURNING THE FACILITIES TO A FUNCTIONAL CONDITION.
2. FACILITY SHALL BE CLEANED OR RECONSTRUCTED IN A NEW AREA ONCE WASHOUT BECOMES TWO-THIRDS FULL.
3. EACH STRAW BALE IS TO BE STAKED IN PLACE USING (2) 2"X2"X4" WOODEN STAKES.

TEMPORARY CONCRETE
WASHOUT FACILITY – STRAW BALE



CONCRETE WASHOUT DETAIL
NTS
5 C400



SILT BARRIER DETAIL
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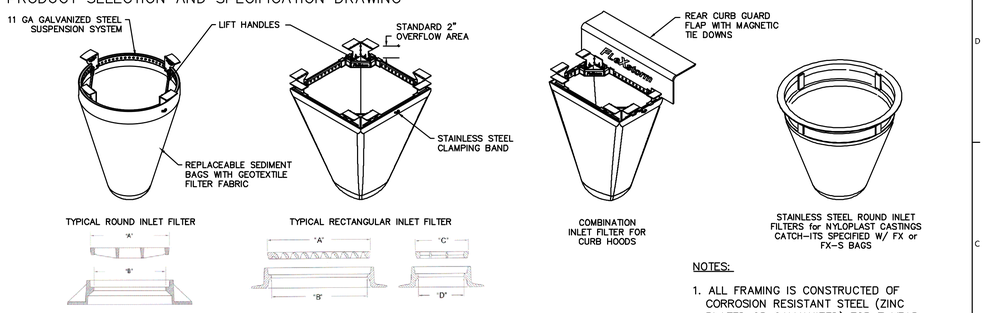
3 C400

FLEXSTORM CATCH-IT FILTERS FOR TEMPORARY INLET PROTECTION
PRODUCT SELECTION AND SPECIFICATION DRAWING



1. IDENTIFY YOUR FRAME STYLE AND SIZE

STYLE	FRAME STYLE AND SIZE	Frame P/N:
ROUND	Small Round (up to 20.0" dia grates (A) dim)	62SRD
	Med Round (20.1" - 26.0" dia grates (A) up to 25" dia openings (B))	62MRD
	Large Round (26.1" - 32.0" dia grates (A) up to 30" openings (B))	62LRD
	XL Round (32.1" dia - 39" dia grates (A) up to 37" dia openings (B))	62XLRD
RECT / SQUARE	Small Rect / Square (up to 16" (B) x 16" (D) openings or 64" perimeter)	62SSQ
	Med Rect / Square (up to 24" (B) x 24" (D) openings or 96" perimeter)	62MSQ
	Large Rect / Square (up to 36" (B) x 24" (D) openings or 120" perimeter)	62LSQ
	XL Rect / Square (side by side 24 sqs up to 96" (B) x 36" (D) openings)	62XLSQ
COMBO INLETS	Small Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62SCB
	Med Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62MCB
	Large Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62LCB
	XL Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62XLCB
NYLOPLAST	12" diameter Nyloplast castings (Stainless Steel Framing standard)	6212NY
	15" diameter Nyloplast castings (Stainless Steel Framing standard)	6215NY
	18"diameter Nyloplast castings (Stainless Steel Framing standard)	6218NY
	24" diameter Nyloplast castings (Stainless Steel Framing standard)	6224NY
	30" diameter Nyloplast castings (Stainless Steel Framing standard)	6230NY

SPECIFICATIONS FOR STANDARD BAGS BY NOMINAL SIZE

Nominal Bag Size	Solids Storage (Cu.Ft)	Filtered Flow Rate at 50% Max (CFS) FX (Woven)	IL (Non Woven)
Small	1.6	1.2	0.9
Medium	2.1	1.7	1.3
Large	3.0	2.7	1.9
XL	4.2	3.6	2.6

2. SELECT YOUR BAG PART NUMBER

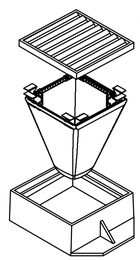
FLEXSTORM FILTER BAGS	(22" depth) STD Bag P/N	(12" depth) Short Bag P/N	Clean Water Flow Rate (GPM/SqFt)	Min A.O.S. (US Sieve)
FX-Standard Woven Bag	FX	FX-S	200	30
IL-IDOT Non-Woven Bag	IL	IL-S	145	70

3. CREATE YOUR FLEXSTORM INLET FILTER PART NUMBER

Frame P/N from Step 1. | Filter Bag P/N from Step 2.

NOTES:
1. ALL FRAMING IS CONSTRUCTED OF CORROSION RESISTANT STEEL (ZINC PLATED OR GALVANIZED) FOR 7 YEAR MINIMUM SERVICE LIFE.
2. UPON ORDERING CONFIRMATION OF THE DOT CALLOUT, PRECAST OR CASTING MAKE AND MODEL, OR DETAILED DIMENSIONAL FORMS MUST BE PROVIDED TO CONFIGURE AND ASSEMBLE YOUR CUSTOMIZED FLEXSTORM INLET FILTER. PART NUMBER ALONE IS NOT SUFFICIENT.
3. FOR WRITTEN SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.INLETFILTERS.COM

INSTALLATION:
1. REMOVE GRATE
2. DROP FLEXSTORM INLET FILTER ONTO LOAD BEARING LIP OF CASTING OR CONCRETE STRUCTURE
3. REPLACE GRATE



FLEXSTORM INLET FILTERS
CATCH IT
ALL PRODUCTS MANUFACTURED BY INLET & PIPE PROTECTION, INC A DIVISION OF ADS, INC.
WWW.INLETFILTERS.COM
(866) 287-8655 PH
(630) 355-3477 FX
INFO@INLETFILTERS.COM

SIZE	DWG NO	REV
C	IPP Flexstorm Specifications	A
SCALE	SHEET 1 OF 1	

INLET PROTECTION
4 C400

HARRIS
Harris Civil Engineers, LLC
1200 E. Hillcrest Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888
www.harriscivilengineers.com
EB 9814

OCOEE CROWN POINT MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
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EROSION CONTROL DETAILS

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/26/2022
Project No: 07399002

Release:
CITY RESUBMITTAL
2/7/2023

C400

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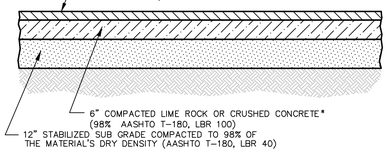
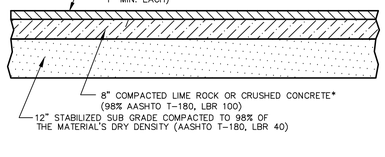
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C400 DETAILS.DWG
PLOT: 15 FEB 2023 - 8:52PM USER: CDAVIS



TYPE I PAVEMENT SECTION 1 C410

NTS

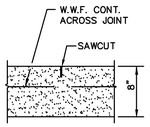


TYPE II PAVEMENT SECTION 2 C410

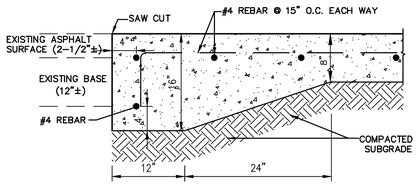
NTS

***CRUSHED CONCRETE NOTES:**

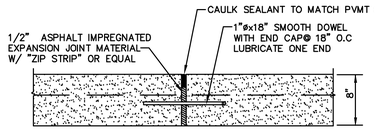
1. **ALL CRUSHED CONCRETE MUST BE DELIVERED FROM AN INSPECTED AND APPROVED F.D.O.T. STOCKPILE.**
2. **ALL TESTING SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARDS AND SUBMITTED FOR ENGINEER AND COUNTY APPROVAL.**
3. **A PLANT CERTIFICATE IS REQURED WITH EACH DELIVERY.**
4. **ALL CRUSHED CONCRETE COMPACTION SHALL BE IN ACCORDANCE WITH F.D.O.T. AND COUNTY STANDARDS.**



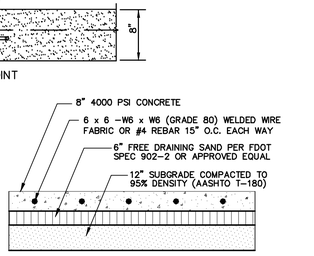
CONTRACTION JOINT SECTION



THICKEN EDGE SECTION



EXPANSION JOINT SECTION



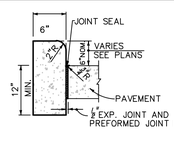
PAVEMENT SECTION

NOTES:

1. SAW CONTRACTION JOINTS TO 25% OF PAVEMENT DEPTH AT 12' ON CENTER. PROVIDE EXPANSION JOINTS WHERE CONCRETE PAVING ABUTS WALL, CURB AND OTHER CONCRETE PAVING AS INDICATED.
2. PLACE DOWELS THROUGH EXPANSION JOINTS
3. WIRE FABRIC SHALL BE SUPPLIED IN SHEETS, NOT ROLLS

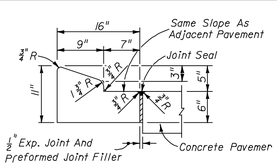
TYPICAL CONCRETE PAVEMENT SECTION 4 C410

NTS



MODIFIED TYPE "D" CURB 5 C410

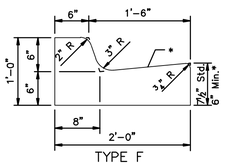
FDOT INDEX #520-001 NTS



1. FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT, DETAIL SHOWN NEXT TO CONCRETE PAVEMENT. PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN THE CURB AND CONCRETE PAVEMENT ONLY.

FDOT TYPE "A" CURB 7 C410

FDOT INDEX 520-001



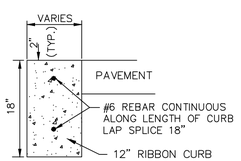
TYPE F

NOTE:

1. FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT. DETAIL SHOWN NEXT TO CONCRETE PAVEMENT. PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN THE CURB AND CONCRETE PAVEMENT ONLY.
2. WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.
3. ALL CONCRETE CURB SHALL BE CONTINUOUSLY CURED FOR A PERIOD OF NOT LESS THAN 72 HOURS. SEE FDOT ROAD & BRIDGE SPECIFICATIONS (LATEST EDITION) SEC. 520-8.

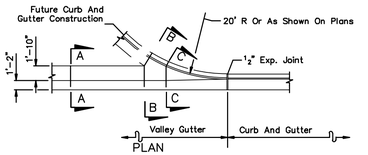
FDOT TYPE "F" CURB 6 C410

FDOT INDEX 520-001 NTS

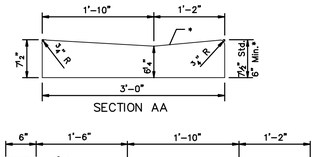


RIBBON CURB 8 C410

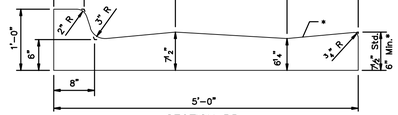
NTS



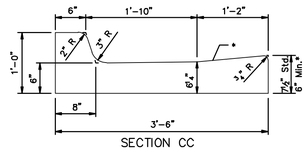
PLAN



SECTION AA



SECTION BB



SECTION CC

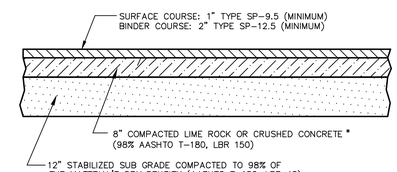
* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

ROTATE ENTIRE SECTION SO THAT GUTTER CROSS SLOPE MATCHES SLOPE OF ADJACENT CIRCULATING ROADWAY PAVEMENT.

FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT. FOR DETAILS DEPICTING USAGE ADJACENT TO FLEXIBLE PAVEMENT, SEE SHEET 2. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURB & GUTTER AND CONCRETE PAVEMENT ONLY, SEE SHEET 2.

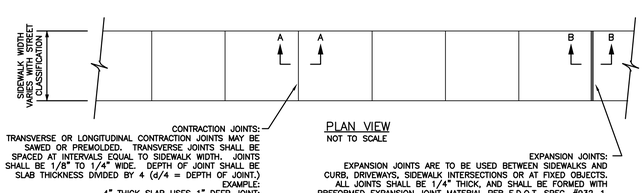
FDOT VALLEY GUTTER 9 C410

FDOT INDEX 520-001 NTS



PUBLIC ROADWAY PAVEMENT SECTION 11 C410

NTS

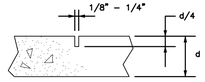


PLAN VIEW

NOT TO SCALE

CONTRACTION JOINTS: TRANSVERSE OR LONGITUDINAL CONTRACTION JOINTS MAY BE SAWED OR PREMOLDED. TRANSVERSE JOINTS SHALL BE SPACED AT INTERVALS EQUAL TO SIDEWALK WIDTH. JOINTS SHALL BE 1/8" TO 1/4" WIDE. DEPTH OF JOINT SHALL BE SLAB THICKNESS DIVIDED BY 4 (d/4 = DEPTH OF JOINT.) EXAMPLE: 4" THICK SLAB USES 1" DEEP JOINT; 6" THICK SLAB USES 1 1/2" DEEP JOINT.

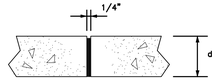
EXPANSION JOINTS: EXPANSION JOINTS ARE TO BE USED BETWEEN SIDEWALKS AND CURB, DRIVEWAYS, SIDEWALK INTERSECTIONS OR AT FIXED OBJECTS. ALL JOINTS SHALL BE 1/4" THICK, AND SHALL BE FORMED WITH PREFORMED EXPANSION JOINT MATERIAL PER F.D.O.T. SPEC. #932-1, AND SHALL MEET AASHTO M-153 OR 213



SECTION A-A

NOT TO SCALE

CONTRACTION JOINT



SECTION B-B

NOT TO SCALE

EXPANSION JOINT

SIDEWALK NOTES:

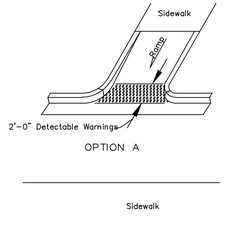
1. **ALL SIDEWALKS SHALL BE CONSTRUCTED WITHIN CITY R.O.W.**
2. **WIDTH OF SIDEWALK VARIES WITH STREET CLASSIFICATION**
3. **ALL PLACES WHERE SIDEWALK CROSSES A DRIVEWAY SHALL BE 6" MIN. THICKNESS OF CONCRETE WITH 6"x6" #10 W.W.M. OR 2,500 PSI FIBERMESH CONCRETE**

CONCRETE SIDEWALK DETAILS 3 C410

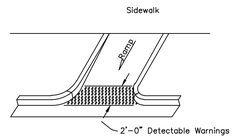
NTS

SIDEWALK NOTES:

1. CROSS SLOPES AND GRADES:
   - A. SIDEWALK, RAMP, AND LANDING SLOPES (I.E. 0.02, 0.05, AND 1:12) SHOWN IN THIS INDEX ARE MAXIMUMS. WITH APPROVAL OF THE ENGINEER, PROVIDE THE MINIMUM FEASIBLE SLOPE WHERE THE REQUIREMENTS CANNOT BE MET.
   - B. LANDINGS MUST HAVE CROSS-SLOPES LESS THAN OR EQUAL TO 0.02 IN ANY DIRECTION.
   - C. MAINTAIN A SINGLE LONGITUDINAL SLOPE ALONG EACH SIDE OF THE CURB RAMP. RAMP SLOPES ARE NOT REQUIRED TO EXCEED 15 FEET IN LENGTH.
   - D. JOINTS PERMITTED AT THE LOCATION OF SLOPE BREAKS. OTHERWISE LOCATE JOINTS IN ACCORDANCE WITH INDEX 522-001. NO JOINTS ARE PERMITTED WITHIN THE RAMP PORTION OF THE CURB RAMP. GRADE BREAKS: GRADE BREAKS AT THE TOP AND BOTTOM OF RAMPS MUST BE PARALLEL TO EACH OTHER AND PERPENDICULAR TO THE DIRECTION OF THE RAMP SLOPE.
2. CURB, CURB AND GUTTER AND/OR SIDEWALK:
   - A. REFER TO INDEX 522-001 FOR CONCRETE THICKNESS AND SIDEWALK DETAILS.
   - B. REMOVE ANY EXISTING CURB, CURB AND GUTTER, OR SIDEWALK TO THE NEAREST JOINT BEYOND THE CURB TRANSITION OR TO THE EXTENT THAT NO REMAINING SECTION IS LESS THAN 5 FEET LONG.
3. CURB RAMP ALPHA-IDENTIFICATION:
   - A. SIDEWALK CURB RAMP ALPHA-IDENTIFICATIONS (E.G. CR-A) ARE PROVIDED FOR REFERENCE PURPOSES IN THE PLANS.
   - B. ALPHA-IDENTIFICATIONS CR-I AND CR-J ARE INTENTIONALLY OMITTED.
4. DETECTABLE WARNINGS (CAST IN CONCRETE):
   - A. INSTALL CAST IN CONCRETE DETECTABLE WARNINGS IN ACCORDANCE WITH SPECIFICATION 527.
   - B. PLACE DETECTABLE WARNINGS ACROSS THE FULL WIDTH OF THE RAMP OR LANDING, TO A MINIMUM DEPTH OF 2 FEET MEASURED PERPENDICULAR TO THE CURB LINE AND NO GREATER THAN 5 FEET FROM THE BACK OF THE CURB OR EDGE OF PAVEMENT.
   - C. IF DETECTABLE WARNINGS ARE SHOWN IN THE PLANS ON SLOPES GREATER THAN 5%, ALIGN THE TRUNCATED DOMES WITH THE CENTERLINE OF THE RAMP; OTHERWISE, THE TRUNCATED DOMES ARE NOT REQUIRED TO BE ALIGNED.
5. DETECTABLE WARNINGS – ACCEPTANCE CRITERIA:
   - A. COLOR AND TEXTURE SHALL BE COMPLETE AND UNIFORM.
   - B. 90% OF INDIVIDUAL TRUNCATED DOMES SHALL BE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT STANDARDS FOR TRANSPORTATION FACILITIES, SECTION 705.
   - C. THERE SHALL BE NO MORE THAN 4 NON-COMPLIANT DOMES IN ANY ONE SQUARE FOOT.
   - D. NON-COMPLIANT DOMES SHALL NOT BE ADJACENT TO OTHER NON-COMPLIANT DOMES.
   - E. SURFACES SHALL NOT DEVIATE MORE THAN 0.10" FROM A TRUE PLANE.
   - F. DETECTABLE WARNINGS SHALL BE CAST IN CONCRETE ONLY.



OPTION A

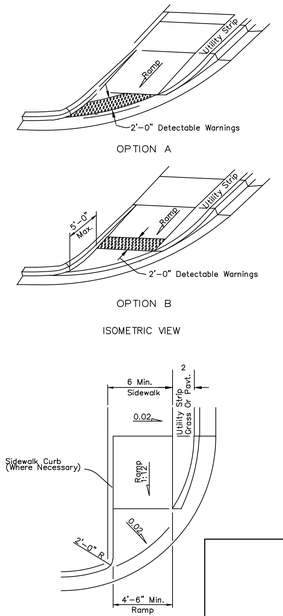


OPTION B

ISOMETRIC VIEW

PLAN VIEW

CR-E



OPTION A

OPTION B

ISOMETRIC VIEW

PLAN VIEW

CR-F

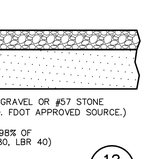
SIDEWALK CURB RAMPS CR-E & CR-F

CURB RAMP DETAILS 10 C410

FDOT INDEX 522-002 N.T.S.

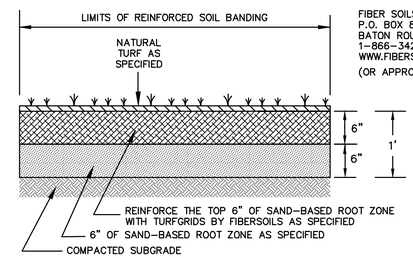
GENERAL NOTES:

1. CROSS SLOPES AND GRADES:
   - A. SIDEWALK, RAMP, AND LANDING SLOPES (I.E. 0.02, 0.05, AND 1:12) SHOWN IN THIS INDEX ARE MAXIMUMS. WITH APPROVAL OF THE ENGINEER, PROVIDE THE MINIMUM FEASIBLE SLOPE WHERE THE REQUIREMENTS CANNOT BE MET.
   - B. LANDINGS MUST HAVE CROSS-SLOPES LESS THAN OR EQUAL TO 0.02 IN ANY DIRECTION.
   - C. MAINTAIN A SINGLE LONGITUDINAL SLOPE ALONG EACH SIDE OF THE CURB RAMP. RAMP SLOPES ARE NOT REQUIRED TO EXCEED 15 FEET IN LENGTH.
   - D. JOINTS PERMITTED AT THE LOCATION OF SLOPE BREAKS. OTHERWISE LOCATE JOINTS IN ACCORDANCE WITH INDEX 522-001. NO JOINTS ARE PERMITTED WITHIN THE RAMP PORTION OF THE CURB RAMP. GRADE BREAKS: GRADE BREAKS AT THE TOP AND BOTTOM OF RAMPS MUST BE PARALLEL TO EACH OTHER AND PERPENDICULAR TO THE DIRECTION OF THE RAMP SLOPE.
2. CURB, CURB AND GUTTER AND/OR SIDEWALK:
   - A. REFER TO INDEX 522-001 FOR CONCRETE THICKNESS AND SIDEWALK DETAILS.
   - B. REMOVE ANY EXISTING CURB, CURB AND GUTTER, OR SIDEWALK TO THE NEAREST JOINT BEYOND THE CURB TRANSITION OR TO THE EXTENT THAT NO REMAINING SECTION IS LESS THAN 5 FEET LONG.
3. CURB RAMP ALPHA-IDENTIFICATION:
   - A. SIDEWALK CURB RAMP ALPHA-IDENTIFICATIONS (E.G. CR-A) ARE PROVIDED FOR REFERENCE PURPOSES IN THE PLANS.
   - B. ALPHA-IDENTIFICATIONS CR-I AND CR-J ARE INTENTIONALLY OMITTED.
4. DETECTABLE WARNINGS (CAST IN CONCRETE):
   - A. INSTALL CAST IN CONCRETE DETECTABLE WARNINGS IN ACCORDANCE WITH SPECIFICATION 527.
   - B. PLACE DETECTABLE WARNINGS ACROSS THE FULL WIDTH OF THE RAMP OR LANDING, TO A MINIMUM DEPTH OF 2 FEET MEASURED PERPENDICULAR TO THE CURB LINE AND NO GREATER THAN 5 FEET FROM THE BACK OF THE CURB OR EDGE OF PAVEMENT.
   - C. IF DETECTABLE WARNINGS ARE SHOWN IN THE PLANS ON SLOPES GREATER THAN 5%, ALIGN THE TRUNCATED DOMES WITH THE CENTERLINE OF THE RAMP; OTHERWISE, THE TRUNCATED DOMES ARE NOT REQUIRED TO BE ALIGNED.
5. DETECTABLE WARNINGS – ACCEPTANCE CRITERIA:
   - A. COLOR AND TEXTURE SHALL BE COMPLETE AND UNIFORM.
   - B. 90% OF INDIVIDUAL TRUNCATED DOMES SHALL BE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT STANDARDS FOR TRANSPORTATION FACILITIES, SECTION 705.
   - C. THERE SHALL BE NO MORE THAN 4 NON-COMPLIANT DOMES IN ANY ONE SQUARE FOOT.
   - D. NON-COMPLIANT DOMES SHALL NOT BE ADJACENT TO OTHER NON-COMPLIANT DOMES.
   - E. SURFACES SHALL NOT DEVIATE MORE THAN 0.10" FROM A TRUE PLANE.
   - F. DETECTABLE WARNINGS SHALL BE CAST IN CONCRETE ONLY.



GRAVEL ACCESS ROAD 12 C410

NTS



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OCOEE CROWN POINT MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

No.	Date	Description
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SITE DETAILS

Design: CD
Drawn: CD
Checked: AA

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002

Release:
CITY RESUBMITTAL
2/7/2023

C410

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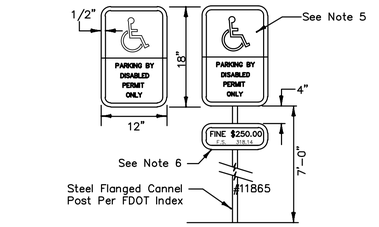
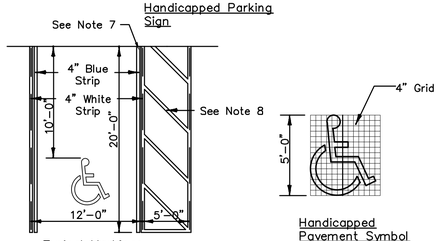
PLOT DATE: 13 FEB 2023 - 8:52AM USER: CDACOSTA



Handicapped Parking Sign



Typical Markings For Handicapped Parking

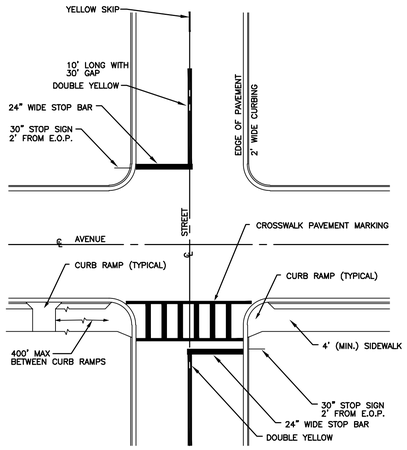
Handicapped Pavement Symbol

NOTES:

1. TOP PORTION OF SIGN TO HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. SIGN MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVEMENT TO BOTTOM OF SIGN.)
5. FTP-25 OR FTP-26 SIGN IN ACCORDANCE WITH FDOT STANDARD INDEX #15355.
6. SUPPLEMENTAL PLATE MUST BE 12" WIDE BY 6" HIGH WITH 1-1/2" CORNER RADII. PROVIDE A 1" SERIES C BLUE LEGEND AND A 1/2" BLUE BORDER ON A WHITE BACKGROUND.
7. BLUE STRIP IS TO BE TINTED TO MATCH SHADE 15180 OF FEDERAL STANDARDS 595
8. 5 FT WIDE ACCESS AISLES ARE DIAGONALLY STRIPED AT 45 DEGREES WITH 4" WIDE SOLID WHITE STRIPING AT 4 FT. ON CENTERS AND OUTLINED ON THREE SIDES WITH 4" WIDE SOLID WHITE STRIPING.
9. USE OF PAVEMENT SYMBOL IN HANDICAPPED PARKING SPACES IS REQUIRED. WHEN USED, THE SYMBOL SHALL BE 5 FT. HIGH AND WHITE IN COLOR. TO BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX #17346

HANDICAPPED PARKING MARKINGS AND SIGN DETAIL 1 C411

NTS OCOEE DETAIL PW006

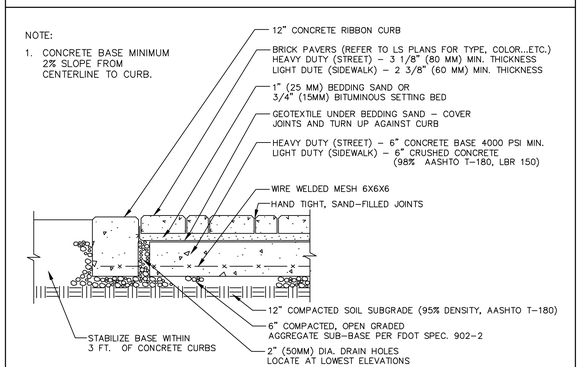


INTERSECTION STRIPING DETAIL

SHALL MEET MINIMUM CURRENT A.D.A. AND F.D.O.T. STD. SPECS.

INTERSECTION STRIPING DETAIL 2 C411

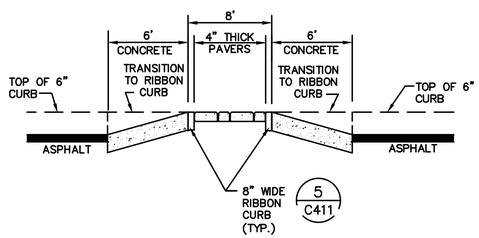
NTS



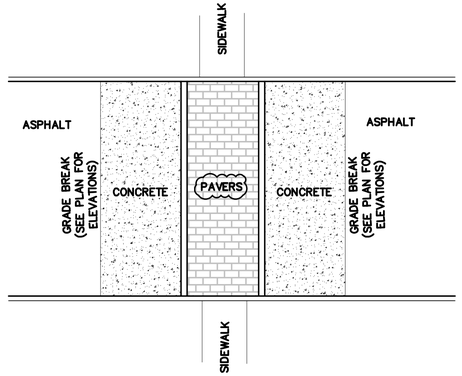
HEAVY DUTY/LIGHT DUTY PAVER DETAIL 3 C411

N.T.S.

PAVER NOTE:
REFER TO HARDSCAPE PLANS FOR PAVER DETAILS.



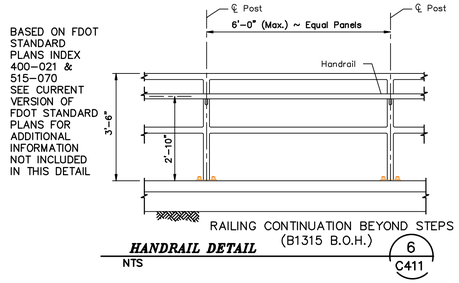
SECTION



SECTION

RAISED CROSSWALK SECTION 4 C411

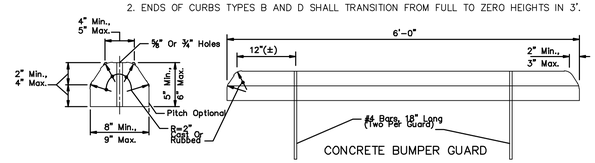
NTS



HANDRAIL DETAIL 6 C411

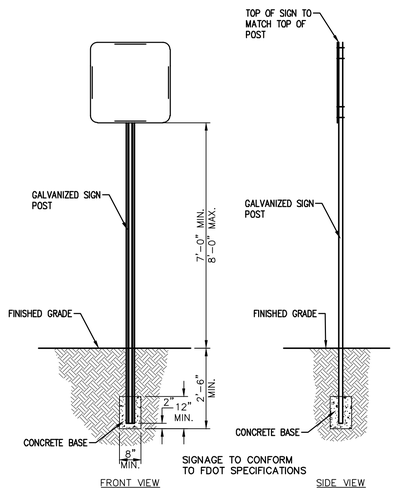
NTS

1. FOR CURB, GUTTER AND CURB & GUTTER PROVIDE CENTERS (MAX.), CONTRACTION JOINTS ADJACENT TO CONCRETE PAVEMENT ON TANGENTS AND FLAT CURVES ARE TO MATCH THE PAVEMENT JOINTS, WITH INTERMEDIATE JOINTS NOT TO EXCEED 10' CENTERS. CURB, GUTTER AND CURB & GUTTER EXPANSION JOINTS SHALL BE LOCATED IN ACCORDANCE WITH SPECIFICATION 520. 4" CONTRACTION JOINTS AT 10'
2. ENDS OF CURBS TYPES B AND D SHALL TRANSITION FROM FULL TO ZERO HEIGHTS IN 3'.



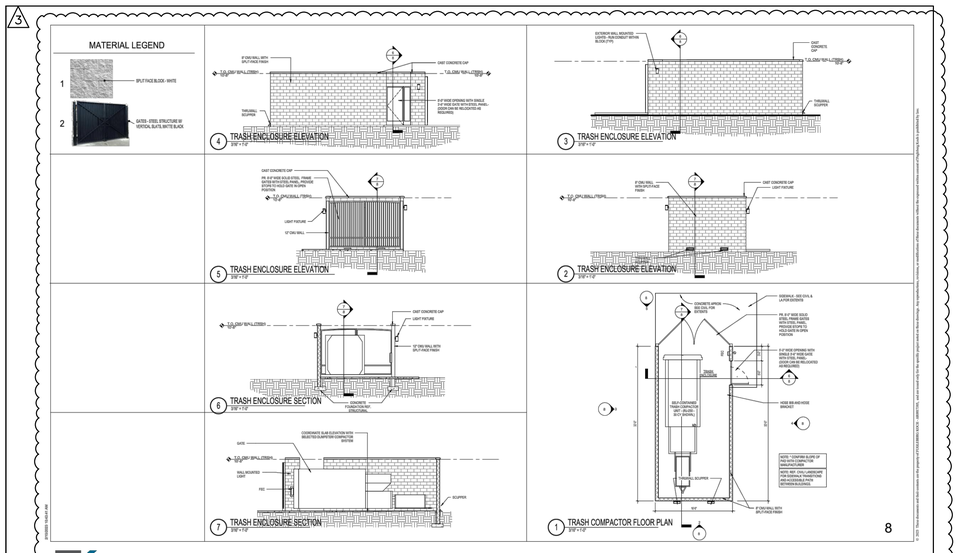
WHEELSTOP DETAIL GENERAL NOTES 7 C411

FDOT INDEX 520-001 NTS



TYPICAL SIGN DETAIL 8 C411

NTS



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OCOEE CROWN POINT MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

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SITE DETAILS

Scale: AS NOTED
Date: 10/28/2022
Project No.: 07399002
Design: CD
Drawn: CD
Checked: AA

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CITY RESUBMITTAL
2/7/2023

C411

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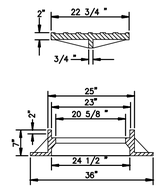
PLOT: 13 FEB 2023 - 4:52PM USER: CHRISTOPH

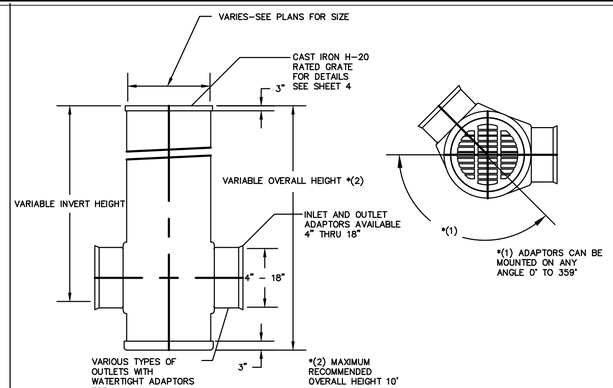
MANHOLE FRAME & COVER FOR USE IN PRIVATE PROPERTY: U.S.F. 4206-(S.W.) OR APPROVED EQUAL

MANHOLE COVERS
N.T.S.



FRAME - TYPE 1

NTS — 1 / C420



NOTES:
1. IN AREAS WITH MULCH, USE DOMED GRATE INSTEAD OF THE FLAT GRATE.

CAST IRON GRATE

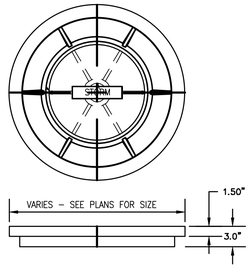
DRAINAREA = 161.4 SQ. INCH

GRATE HAS H-20 (HEAVY TRAFFIC) DOT RATING

QUALITY: MATERIAL SHALL CONFORM TO ASTM A48 - CLASS 30B

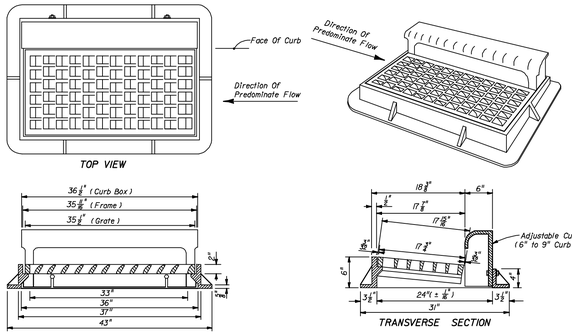
PAINT: CASTINGS ARE FURNISHED WITH A BLACK PAINT

IN AREAS WITH MULCH, USE DOMED GRATE INSTEAD OF THE FLAT GRATE.

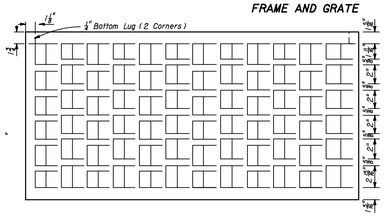


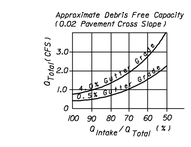
ADS DRAIN BASIN

N.T.S. — 2 / C420

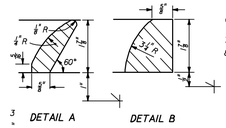


FRAME AND GRATE





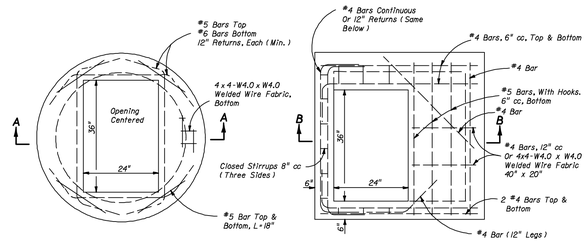
EFFICIENCY CURVE

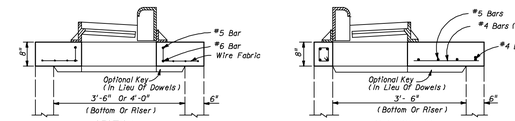


1. This inlet is primarily intended for locations with light to moderate flows where right of way does not permit the use of throated Curb Inlets Types 1 through 6. The typical application is on curb returns to city streets. The inlet grate is suitable for pedestrian and bicycle traffic.
2. This inlet to be located outside of curb ramp area in vertical faced curbs such as Curb and Gutter Type F. Grate shall be oriented with vanes directed toward predominate flow.
3. For structure bottoms see Index No. 200. For supplemental details see Index No. 201.
4. All steel in slab tops shall have 1½" minimum cover unless otherwise shown. Tops shall be either cast-in-place or precast concrete.
5. For Alternate B applications, top slab openings shall be placed such that 2 edges of inlet frame will be located directly above bottom wall or riser wall.
6. When used on a structure with dimensions larger than those detailed above and risers are not applied, the top slab shall be constructed using Index No. 200 with the slab opening adjusted to 24" x 36". The "Special Top Slab" on Index No. 200 is not permitted.
7. Frame may be adjusted with one to six courses of brick.
8. Cast iron frame grate and hood to be U.S. Foundry 9130-6016, Neenah Foundry R-3067-L, or approved equal. Inlet and grate detail shown is Neenah R-3067-L. Vaned grates with approximately equal openings will be permitted that satisfy AASHTO H5-20 loading. Inlet and grate shall be Class 30 castings in accordance with ASTM A48 Grates shall be reversible, right or left.

TYPE 9 CURB INLET DETAIL

FDOT STD. INDEX 425-024 NTS — 4 / C420

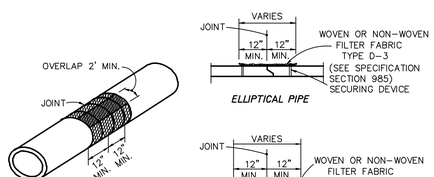




TOP SLABS

GENERAL NOTES

WIDTH	MAX. LENGTH	SLAB THICKNESS	ALLOWABLE FILL OVER TOP SLAB MIN.	ALLOWABLE FILL OVER TOP SLAB MAX.	REINFORCING TOP & FLOOR SLABS
3'-6"	UNLIMITED	8"	2'	29'	#6 @ CTRS. B.W.
4'-0"	UNLIMITED	10"	2'	25'	#6 @ CTRS. B.W.
5'-0"	6'-0"	8"	2'	27'	#7 @ CTRS. B.W.
5'-0"	6'-0"	10"	2'	20'	#6 @ CTRS. B.W.
6'-0"	6'-0"	10"	2'	25'	#7 @ CTRS. B.W.
6'-0"	6'-0"	10"	2'	11'	#7 @ CTRS. B.W.
5'-0" 6'-0" 7'-0"	7'-0"	10"	2'	25'	#7 @ 4-1/2" CTRS. B.W.
5'-0" 6'-0" 7'-0" 8'-0"	8'-0"	10"	2'	15'	#7 @ 4-1/2" CTRS. B.W.
LARGER BOXES REQUIRE SPECIAL DESIGN DETAILS					

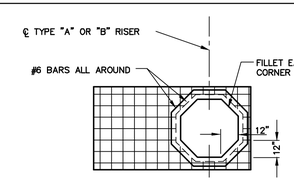


COST OF FILTER FABRIC JACKET TO BE INCLUDED IN COST OF PIPE CULVERTS.

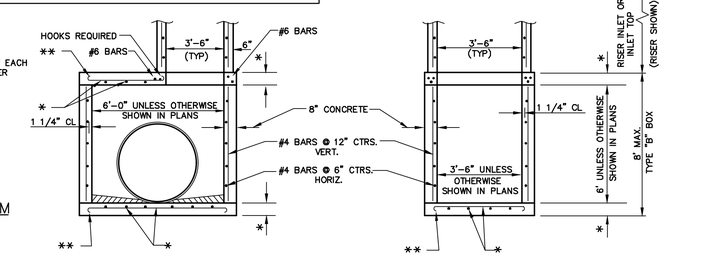
FOR ALL PIPE TYPES - CONCRETE PIPE SHOWN

PIPE JOINT WRAP DETAIL

FDOT INDEX No. 430-001 NTS — 6 / C420



TOP SLAB REINFORCING STEEL DIAGRAM

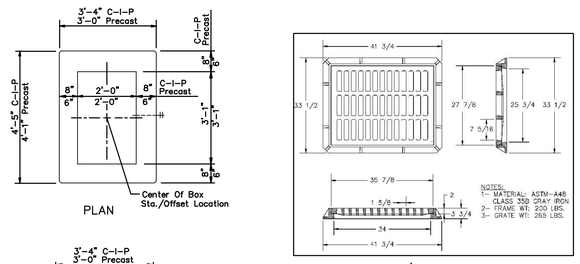


* SEE SLAB TABLE

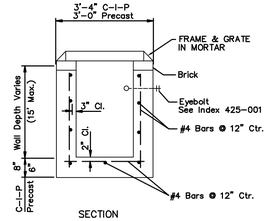
** PERIPHERAL BARS OR STRAIGHT END EMBEDMENTS MAY BE USED IN LIEU OF STANDARD HOOKS.

FDOT TYPE "J" BOTTOM

FDOT INDEX No. 425-010 NTS — 7 / C420



USE USF FRAME & GRATE #4160-6209



ALL INLETS SHALL MEET THE REQUIREMENTS OF AN H-20 WHEEL LOAD IN PAVED AREAS

NOTE: GRATE MUST BE CAPABLE OF SUPPORTING H-20 HIGHWAY LOADS

HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 1)

WALL DEPTH	SCHEDULE	AREA (in.²/Ft.)	MAX. SPACING BARS	MAX. SPACING WWF
0'-15'	A12	0.20	12"	8"

NOTE: 1. FOR PRECAST STRUCTURES WALL THICKNESS CAN BE 6" MIN.
2. INVERTS TO BE GROUTED & FORMED PER F.D.O.T. INDEX No. 425-001, SHT. 2 OF 5.

Recommended Maximum Pipe Size:
2'-0" Wall - 18" Pipe
3'-1" Wall - 24" Pipe (18" where an 18" pipe enters a 2'-0" wall)

FDOT TYPE 'C' INLET (MODIFIED)

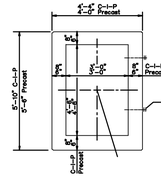
FDOT INDEX No. 425-052 NTS — 3 / C420

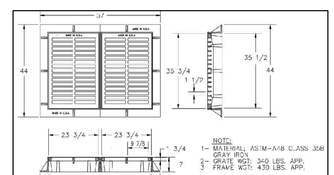
INLET GENERAL NOTES

1. THESE INLETS ARE SUITABLE FOR BICYCLE TRAFFIC AND ARE TO BE USED IN DITCHES, MEDIANS AND OTHER AREAS SUBJECT TO INFREQUENT TRAFFIC LOADINGS BUT ARE NOT TO BE PLACED IN AREAS SUBJECT TO ANY HEAVY WHEEL LOADS. THESE INLETS MAY BE PLACED IN AREAS SUBJECT TO OCCASIONAL PEDESTRIAN TRAFFIC SUCH AS LANDSCAPED AREAS AND PAVEMENT AREAS WHERE PEDESTRIANS CAN WALK AROUND THE INLET.
2. INLETS SUBJECT TO MINIMAL DEBRIS SHOULD BE CONSTRUCTED WITHOUT SLOTS. WHERE DEBRIS IS A PROBLEM INLETS SHOULD BE CONSTRUCTED WITH SLOTS. SLOTTED INLETS LOCATED WITHIN ROADWAY CLEAR ZONES AND AREAS SUBJECT TO PEDESTRIANS SHALL HAVE TRAVERSABLE SLOTS. THE TRAVERSABLE SLOT MODIFICATION IS NOT ADAPTABLE TO INLET TYPE H. SLOTS MAY BE CONSTRUCTED AT EITHER OR BOTH ENDS AS SHOWN ON PLANS. TRAVERSABLE SLOTS SHALL NOT BE USED IN AREAS SUBJECT TO OCCASIONAL BICYCLE TRAFFIC.
3. STEEL GRATES ARE TO BE USED ON ALL INLETS WHERE BICYCLE TRAFFIC IS ANTICIPATED. STEEL GRATES ARE TO BE USED ON ALL INLETS WITH TRAVERSABLE SLOTS. EITHER CAST IRON OR STEEL GRATES MAY BE USED ON INLETS WITHOUT SLOTS WHERE BICYCLE TRAFFIC IS NOT ANTICIPATED. EITHER CAST IRON OR STEEL GRATES MAY BE USED ON ALL INLETS WITH NON-TRAVERSABLE SLOTS. SUBJECT TO THE SELECTION DESCRIBED ABOVE, WHEN ALTERNATE G GRATE IS SPECIFIED IN THE PLANS, EITHER THE STEEL GRATE, HOT DIP GALVANIZED AFTER FABRICATION, OR THE CAST IRON GRATE MAY BE USED, UNLESS THE PLANS STIPULATE THE PARTICULAR TYPE.
4. RECOMMENDED MAXIMUM PIPE SIZES SHOWN ARE FOR CONCRETE PIPE. SIZE FOR OTHER TYPES OF PIPE MUST BE CHECKED FOR FIT.
5. ALL EXPOSED EDGES AND CORNERS SHALL BE "CHAMFER OR TOOLED TO" ¾" RADIUS.
6. CONCRETE INLET PAVEMENT TO BE USED ON INLETS WITHOUT SLOTS AND INLETS WITH NON-TRAVERSABLE SLOTS ONLY WHEN CALLED FOR IN THE PLANS; BUT REQUIRED ON ALL TRAVERSABLE SLOT INLETS. COST TO BE INCLUDED IN CONTRACT UNIT PRICE FOR INLETS. QUANTITIES SHOWN ARE FOR INFORMATION ONLY.
7. TRAVERSABLE SLOTS CONSTRUCTED IN EXISTING INLETS SHALL BE PAID FOR AS INLETS PARTIAL. FOR CONVERSION WORK AND METHOD OF PAYMENT SEE 'TRAVERSABLE SLOT INLETS (PARTIAL) FOR EXISTING INLETS'.
8. SODDING TO BE USED ON ALL INLETS NOT LOCATED IN PAVED AREAS AND PAID FOR UNDER CONTRACT UNIT PRICE FOR PERFORMANCE TURF, SY.
9. FOR SUPPLEMENTARY DETAILS SEE INDEX 425-001.
10. ALL REINFORCING IS GRADE 60 BARS WITH 2" MIN. COVER UNLESS OTHERWISE ↕" CLEARANCE AROUND PIPE NOTED. BARS TO BE CUT OR BENT FOR 1 ↕ OPENING. PROVIDE ONE ADDITIONAL #4 BAR ABOVE AND AT EACH SIDE OF PIPE OPENING.

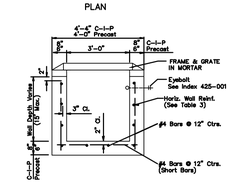
INLET NOTES

FDOT INDEX No. 425-052 NTS — 5 / C420





USE USF FRAME & GRATE #4141-6236



HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 3)

WALL DEPTH	SCHEDULE	AREA (in.²/Ft.)	MAX. SPACING BARS	MAX. SPACING WWF
0'-5'	A12	0.20	12"	8"
0'-7.5'	A8	0.20	8"	5"
7.5'-10'	B5.5	0.24	5½"	5"
10'-15'	C8.5	0.37	8½"	6"

TYPE E

ALL INLETS SHALL MEET THE REQUIREMENTS OF AN H-20 WHEEL LOAD IN PAVED AREAS

NOTE: GRATE MUST BE CAPABLE OF SUPPORTING H-20 HIGHWAY LOADS

NOTE: 1. FOR PRECAST STRUCTURES WALL THICKNESS CAN BE 6" MIN.
2. INVERTS TO BE GROUTED & FORMED PER F.D.O.T. INDEX No. 425-001, SHT. 2 OF 5.

Recommended Maximum Pipe Size:
3'-0" Wall - 24" Pipe
4'-6" Wall - 36" Pipe

FDOT TYPE 'E' INLET (MODIFIED)

FDOT INDEX No. 425-052 NTS — 8 / C420

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EB 9814

OCOEE CROWN POINT MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
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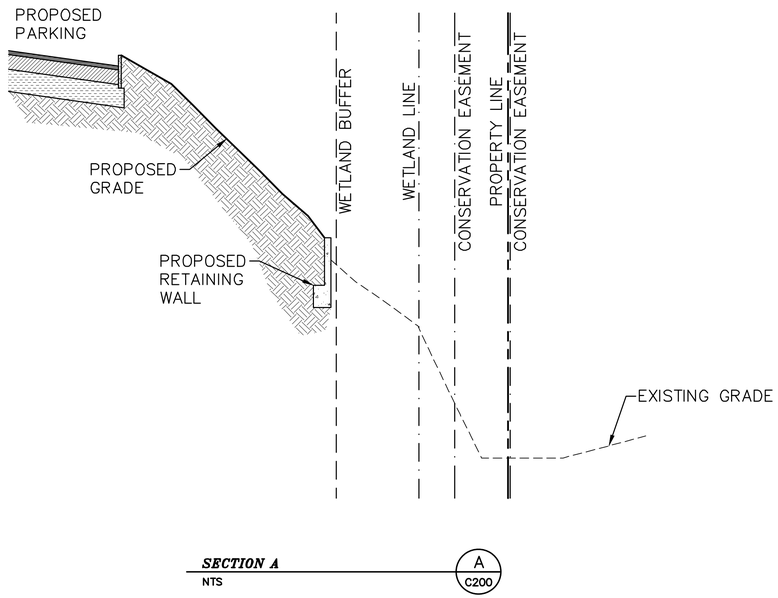
GRADING AND DRAINAGE DETAILS

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/28/2022
Project No: 07399002

Release:
CITY RESUBMITTAL
2/7/2023

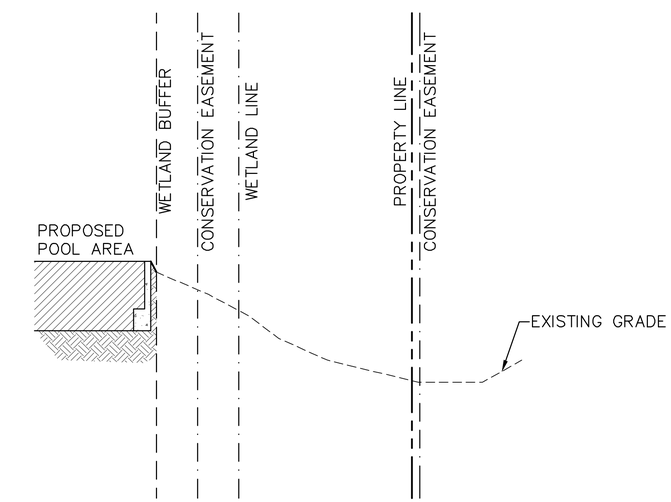
C420

FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C420 DETAILS.DWG
TIME: 15 FEB 2023 - 8:30AM USER: DAROSSI



SECTION A
NTS

A
C200



SECTION A
NTS

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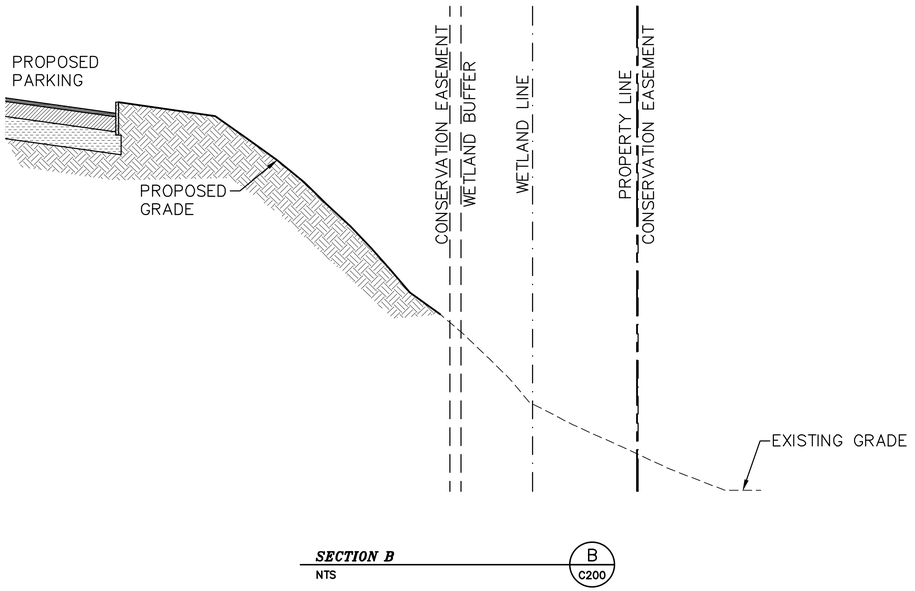

SECTION B
NTS

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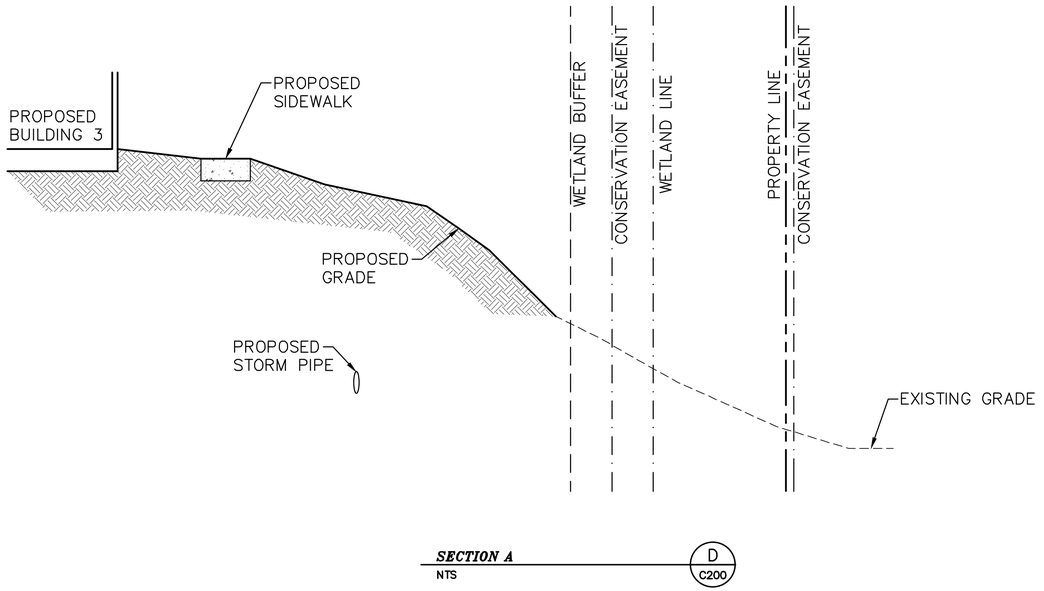

SECTION A
NTS

D
C200

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OCOEE CROWN POINT
MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
2.	1/13/23	ST. JOHN'S RAI #1
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SECTIONS AT WETLAND

Scale: AS NOTED
Date: 10/28/2022
Project No.:07399002

Design: CD
Drawn: CD
Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

2 C421

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FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C400 DETAILS.DWG
DATE: 1/5 FEB 2023 USER: CARLOSA

HORIZONTAL SEPARATION REQUIREMENTS (NOTES 1 & 2)

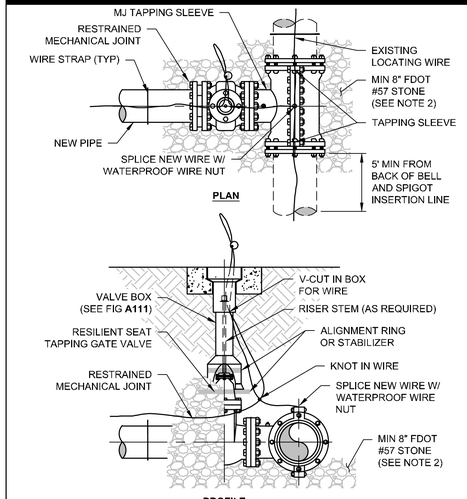
PROPOSED UTILITY		POTABLE WATER (NOTE 3)		RECLAIMED WATER MAIN (SEE NOTE 7)		WASTEWATER FORCEMAIN		SANITARY SEWER	STORM SEWER	STRUCTURAL FOUNDATION, WALLS, ETC. (SEE NOTE 8)
		4"-12"	16"-UP	4"-12"	16"-UP	4"-12"	16"-UP	ALL SIZES	ALL SIZES	ALL SIZES
POTABLE WATER (NOTE 3)	4"-12"	3'	5'	3'	5'	6'	6'	6'	3'	10'
	16"-UP	5'	5'	5'	5'	6'	6'	6'	5'	15' (NOTE 5)
RECLAIMED WATER MAIN (SEE NOTE 7)	4"-12"	3'	5'	3'	5'	3'	5'	3'	3'	10'
	16"-UP	5'	5'	5'	5'	5'	5'	5'	5'	15' (NOTE 5)
WASTEWATER FORCEMAIN	4"-12"	6'	6'	3'	5'	3'	5'	3'	3'	10'
	16"-UP	6'	6'	5'	5'	5'	5'	5'	5'	15' (NOTE 5)
SANITARY SEWER	ALL SIZES	6'	6'	3'	5'	3'	5'	3'	5'	VARIES PER DEPTH

NOTES:
1. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
2. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. FOR PIPES INSTALLED AT GREATER DEPTHS THAN THE MINIMUM OCU DESIGN STANDARDS, PROVIDE AN ADDITIONAL FOOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
3. THIS SEPARATION REQUIREMENT COMPLIES WITH THE MINIMUM FDEP SEPARATION REQUIREMENTS OUTLINED IN 62-555.314, FAC. VARIANCES FROM THE FDEP REQUIREMENTS MUST COMPLY WITH 62-555.314(5), FAC AND MUST BE APPROVED INDIVIDUALLY BY BOTH FDEP AND UTILITIES PRIOR TO INSTALLATION.
4. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLE OR STRUCTURE.
5. PRESSURE MAINS 16-IN TO 24-IN MAY HAVE 10-FT SEPARATION FROM STRUCTURAL FOUNDATION, WALLS, ETC IF NEW MAINS ARE RESTRAINED FOR THE ENTIRE LENGTH.
6. REFERENCE FIGURE **A116-2** FOR VERTICAL PIPELINE SEPARATION REQUIREMENTS.
7. RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
8. ADDITIONAL SEPARATION SHALL BE REQUIRED BY UTILITIES FOR CONSTRUCTION OF, INCLUDING, BUT NOT LIMITED TO: LIVE LOADS, MULTI-STORY COMMERCIAL BUILDINGS, SUPERSTRUCTURES, EMBANKMENTS, RETAINING WALLS, BRIDGES, RAILROADS, HIGH VOLTAGE TRANSMISSION MAINS, GAS MAINS, ETC.

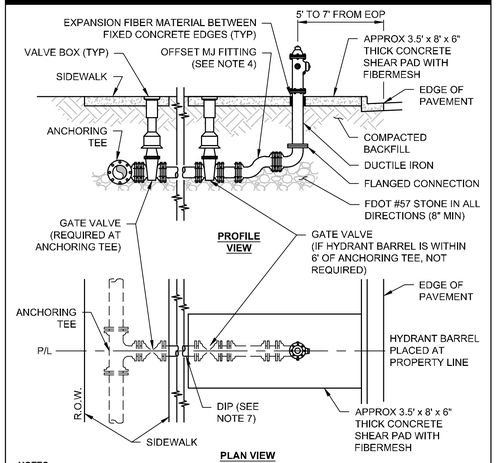
VERTICAL SEPARATION REQUIREMENTS (NOTES 1 & 2)

PROPOSED UTILITY	POTABLE WATER (NOTE 4)	RECLAIMED WATER MAIN	WASTEWATER FORCEMAIN	SANITARY SEWER	STORM SEWER (NOTE 3)
POTABLE WATER (NOTE 4)	12"	12"	12" / 18"	12" / 18"	12" / 18"
RECLAIMED WATER MAIN	12"	12"	12"	12"	12" / 18"
WASTEWATER FORCEMAIN	12"	12"	12"	12"	12" / 18"
SANITARY SEWER	12" / 18"	12"	12"	12"	12" / 18"

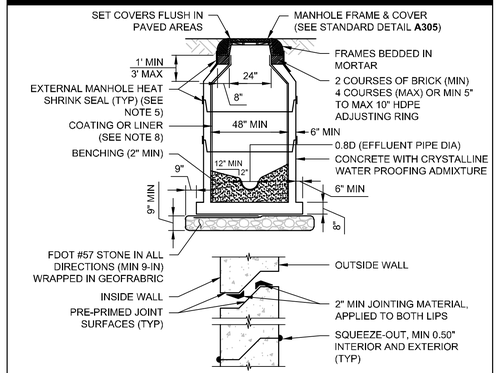
NOTES:
1. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
2. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE.
3. THE 18-IN SEPARATION REQUIREMENT APPLIES WHEN THE STORM PIPE OR SANITARY SEWER CROSSES ABOVE THE UTILITY MAIN, AND WHEN THE STORM PIPE HAS A DIAMETER EQUAL TO OR GREATER THAN 24-IN. OTHERWISE, THE REQUIRED SEPARATION IS 12-IN.
4. THIS SEPARATION REQUIREMENT COMPLIES WITH THE MINIMUM FDEP SEPARATION REQUIREMENTS OUTLINED IN 62-555.314, FAC. VARIANCES FROM THE FDEP REQUIREMENTS MUST COMPLY WITH 62-555.314(5), FAC AND MUST BE APPROVED INDIVIDUALLY BY BOTH FDEP AND UTILITIES.
5. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLE OR STRUCTURE.
6. REFERENCE FIGURE **A116-1** FOR HORIZONTAL PIPELINE SEPARATION REQUIREMENTS.
7. JOINT SPACING AT CROSSING SHALL COMPLY WITH THE MINIMUM FDEP SEPARATION REQUIREMENTS OUTLINED IN 62-555.314, F.A.C.



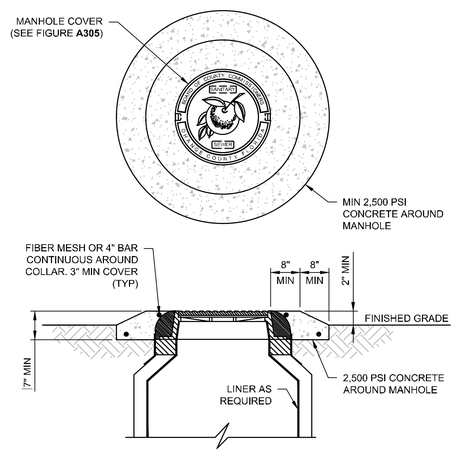
NOTES:
1. TAPPING SLEEVE INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION **3117**-SYSTEM CONNECTIONS.
2. BEDDING ROCK SHALL BE FULLY AND UNIFORMALLY SUPPORTING THE TAPPING SLEEVE & VALVE AT A MIN OF 8-IN IN ALL DIRECTIONS.



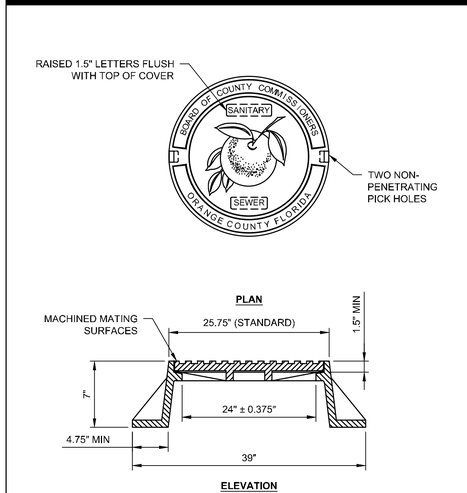
NOTES:
1. CENTER OF THE FLANGE CONNECTION SHALL BE 4-IN TO 6-IN FROM THE TOP OF THE SLAB.
2. BARREL COLORS: PRIVATE HYDRANTS - RED; PUBLIC HYDRANTS - SILVER.
3. BONNET COLORS: TO BE DETERMINED BY FLOW TEST.
4. OFFSET MJ FITTING ROTATED AS REQUIRED FOR HYDRANT BURY DEPTH ADJUSTMENT. HYDRANT EXTENSION RISERS SHALL NOT BE PERMITTED. ADDITIONAL RESTRAINT FITTINGS AS REQUIRED.
5. HYDRANT SHALL BE CENTERED ON SHEAR PAD.
6. PUMPER NOZZLE SHALL FACE ROADWAY.
7. ALL PIPE SHALL BE RESTRAINED DIP FROM ANCHORING TEE TO HYDRANT.
8. HYDRANT SHALL BE 5-FT TO 7-FT FROM EDGE OF PAVEMENT.



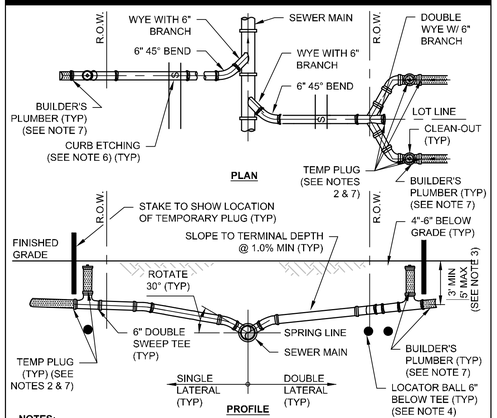
NOTES:
1. DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24-IN OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE FIG **A302-2**.
2. ECCENTRIC CONE DESIGN MAY BE USED FOR CONFLICT RESOLUTION WITH OCU APPROVAL.
3. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM IN ACCORDANCE WITH FIG **A303**.
4. LIFT HOLES THROUGH STRUCTURE ARE NOT PERMITTED.
5. HEAT SHRINK WRAP FOR ALL BARREL SECTION JOINTS SHALL BE A MIN 9-IN WIDTH AND A MIN 17-IN WIDTH WRAP ON THE CORBEL SECTION, RISER RINGS AND RING AND COVER.
6. HDPE ADJUSTING RINGS MAY BE SUBSTITUTED FOR BRICK RISERS.
7. SECTION HEIGHTS VARY AS REQUIRED, AND AS AVAILABLE, FROM APPROVED MANUFACTURERS LISTED IN APPENDIX D AND IN COMPLIANCE WITH ASTM C478.
8. MANHOLE SHALL BE COATED OR LINED IN ACCORDANCE WITH SECTIONS **2310** & **3119**.



NOTES:
1. MINIMUM CLEARANCE OF 30-IN FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.
2. AREAS SUPPORTING CONCRETE COLLAR OR SLAB SHALL BE PROPERLY COMPACTED.
3. TOP OF MANHOLE SHALL BE 2-IN ABOVE FINISHED GRADE, CROWN OF ADJACENT ROADWAY, OR 100 YEAR FLOOD ELEVATION, WHICHEVER IS GREATER.



NOTES:
1. ONLY APPLIES TO UTILITIES OWNED AND MAINTAINED MANHOLES. "ORANGE COUNTY" SHALL NOT APPEAR ON PRIVATE MANHOLES.



NOTES:
1. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
2. SERVICE LATERAL AND DOUBLE SWEEP TEES SHALL BE CAPPED BY DEVELOPER'S SITE-WORK CONTRACTOR.
3. TEE & WYE SHALL BE NO SHALLOWER THAN 3-FT AND NO DEEPER THAN 5-FT.
4. LOCATOR BALLS TO BE INSTALLED BY DEVELOPER'S SITE-WORK CONTRACTOR, TWO PER DOUBLE SERVICE AND ONE PER SINGLE SERVICE AT MINIMUM.
5. ALL FITTINGS SHOWN ARE TO BE INSTALLED.
6. SERVICE CONNECTIONS SHALL BE PERMANENTLY MARKED BY CUTTING AN "S" IN THE CURB DIRECTLY OVER THE LATERAL.
7. BUILDER'S PLUMBER WILL REMOVE PLUG(S), INSTALL CLEANOUT ON DOUBLE SWEEP TEE, AND CONNECT SERVICE LATERAL TO HOUSE. NO DIRT OR DEBRIS SHALL ENTER THE SERVICE LATERAL THROUGHOUT CONSTRUCTION.

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EB 9814

OCOEE CROWN POINT MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

No.	Date	Description
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UTILITY DETAILS

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/28/2022
Project No.:07399002

Release:
CITY RESUBMITTAL
2/7/2023

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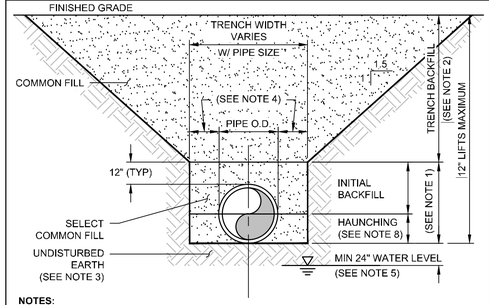
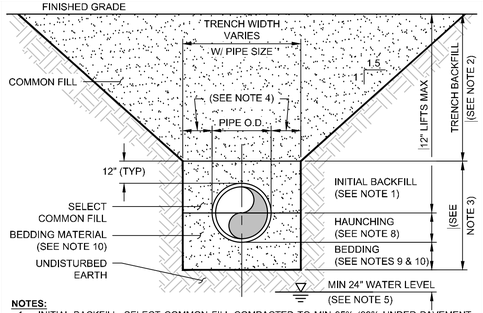
PLOTTED: Feb 7, 2023 - 4:53PM USER: CHRISSA



NOTES:

1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO MIN 95% (98% UNDER PAVEMENT OR FUTURE PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO MIN 95% (98% UNDER PAVEMENT OR FUTURE PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL IN ACCORDANCE WITH "TYPE B" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY UTILITIES.
4. 15-IN MAX. (12-IN MIN.) FOR PIPE DIAMETER LESS THAN 24-IN AND 24-IN MAX (12-IN MIN) FOR PIPE DIAMETER 24-IN AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION. DEWATERING AS REQUIRED.
6. ALL PIPE SHALL BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN ORANGE COUNTY RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.
8. FOR GRAVITY SEWER, THE FIRST LIFT SHALL BE PLACED TO THE SPRING LINE OF THE PIPE AND COMPACTED BY HAND TAMP.
9. CONTRACTOR SHALL USE BEDDING AND TRENCHING - TYPE B DETAIL FOR OVER EXCAVATION AND WHEN UNSUITABLE MATERIALS ARE ENCOUNTERED IN THE EXCAVATION.



NOTES:

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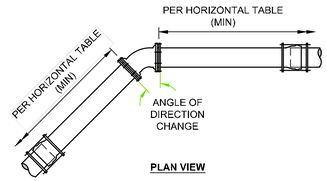
6. ALL PIPE SHALL BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN ORANGE COUNTY RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF R/W UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.
8. FOR GRAVITY SEWER, THE FIRST LIFT SHALL BE PLACED TO THE SPRING LINE OF THE PIPE AND COMPACTED BY HAND TAMP.
9. BEDDING DEPTH SHALL BE 4-IN MINIMUM FOR PIPE DIAMETER UP TO 12-IN AND 6-IN MINIMUM FOR PIPE DIAMETER 16-IN AND LARGER.
10. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF REQUIRED BEDDING MATERIAL BELOW THE PIPE. UTILITIES SHALL DETERMINE REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION IN THE FIELD.



PLAN VIEW

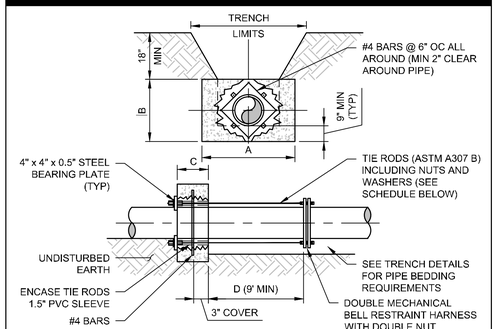
MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)

	TYPE	PVC AND DUCTILE IRON PIPE SIZE (IN)													
		4	6	8	12	16	20	24	30	36	42	48	54	60	64
HORIZONTAL	90° BEND	21	29	37	52	65	78	104	122	143	154	167	180	188	195
	45° BEND	9	12	16	22	27	33	43	51	60	64	70	75	78	81
	22-1/2° BEND	5	6	8	11	13	16	21	25	29	31	34	36	38	39
	11-1/4° BEND	2	3	4	6	7	8	11	12	15	16	17	18	19	20
	5 5/8° BEND OR MJ SLEEVE	1	2	2	3	4	4	6	6	8	8	9	9	10	10
	PLUG OR BRANCH OF TEE OR DEAD END	43	59	78	109	139	167	277	330	415	424	465	506	529	551
	VALVE OR LINE STOP	22	30	39	55	70	84	139	165	208	212	233	253	265	276
	HDPE CONNECTION	19	26	34	49	62	75	125	151	174	203	223			

NOTES:

1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:
   - WORKING PRESSURE: 150 PSI
   - SOIL DESIGNATION: SM (SAND SILT)
   - LAYING CONDITIONS: 3
   - DEPTH OF COVER: 3-FT
   - SAFETY FACTOR: 1.5

   THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC PARAMETERS, SUCH AS SOIL DESIGNATIONS AND LAYING CONDITIONS.
7. 90° BENDS ON VERTICAL PIPE ARE SUBJECT TO REVIEW AND APPROVAL OF UTILITIES.
8. IF 4-IN THRU 20-IN PIPE IS POLYETHLYENE ENCASED, USE 1.25 MULTIPLIER ON RESTRAINT LENGTH.
9. RESTRAINING REQUIREMENTS APPLY TO BOTH EXISTING AND PROPOSED MAINS.



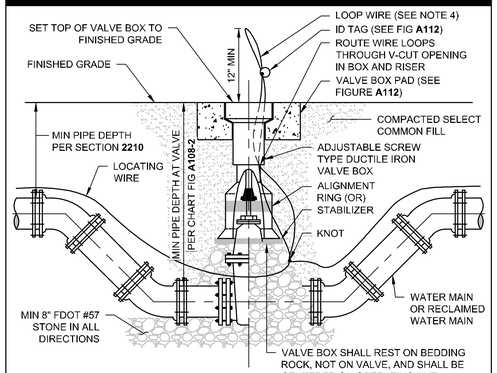
NOTES:

1. ADDITIONAL REINFORCEMENTS SHALL BE AS SPECIFIED BY THE ENGINEER.
2. MINIMUM COMPRESSIVE STRENGTH FOR CONCRETE SHALL BE 3,000 PSI.
3. BEDDING, BACKFILL AND COMPACTION SHALL BE AS SPECIFIED ELSEWHERE IN THE STANDARD DRAWINGS.
4. ALL FORM BOARDS SHALL BE REMOVED PRIOR TO BACKFILL.
5. NO ALLOWANCE SHALL BE MADE FOR FRICTION BETWEEN THE PIPE WALL AND THE THRUST COLLAR.
6. DESIGN PRESSURE: 150 PSI.
7. REQUIRED FOR LINE STOPS IF RESTRAINT TABLE REQUIREMENTS CANNOT BE MET.

SCHEDULE OF DIMENSIONS AND MATERIALS

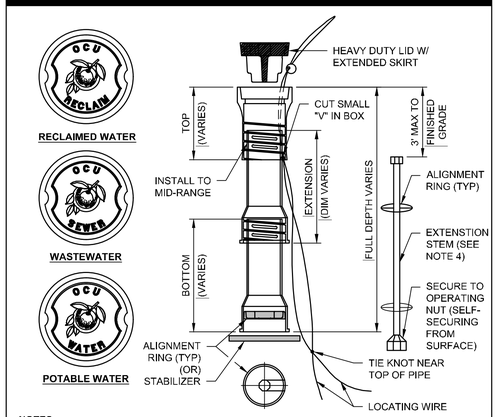
PIPE SIZE (IN)	PIPE SIZE DIMENSIONS (FT) A	B	C	D	TIE RODS REQ'D DIA	NO.
6	2.0	2.0	1.0		0.75	2
8	2.5	2.5	1.0		0.75	2
10	3.5	3.0	1.0		0.75	4
12	5.0	3.0	1.0		0.75	4
16	8.0	4.0	1.5		0.75	4
20	8.0	5.0	1.5		0.75	6
24	9.0	6.0	1.5		0.75	10
30	12.0	7.0	1.5		1.0	10
36	15.0	8.0	1.5		1.0	14
42	16.0	9.0	2		1.0	16
48	19.0	10.0	2		1.0	20
54	22.0	10.0	3		1.0	24
60	27.0	10.0	3		1.125	24
64	31.0	10.0	3		1.25	20

NOTE: THRUST COLLAR AREAS TO BE COMPUTED ON BASIS OF 2000 LBS/SF SOIL RESTRAINT BEARING.



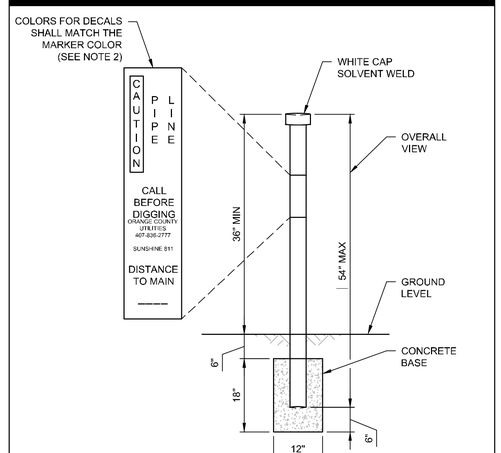
NOTES:

1. PVC PIPE OR DUCTILE IRON PIPE SHALL NOT BE USED AS VALVE BOX.
2. THE VALVE ACTUATING NUT SHALL BE EXTENDED TO BE WITHIN 3-FT OF FINISHED GRADE.
3. PROVIDE A STABILIZER OR PLASTIC DEBRIS SHIELD / ALIGNMENT RING WHICH INSTALLS BELOW THE VALVE ACTUATING NUT. THE DEVICE SHALL CENTER THE RISER VALVE BOX OVER THE ACTUATING NUT AND MINIMIZE DEBRIS.
4. LOCATING WIRE SHALL BE CONTINUOUS WITH NO SPLICES AND SHALL EXTEND 12-IN ABOVE TOP OF COLLAR. WIRE SHALL BE COLOR CODED TO MATCH THE UTILITY INSTALLED. WIRE SHALL BE COILED BACK INTO BOX AWAY FROM VALVE STEM.
5. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MIDRANGE TO ALLOW FOR FUTURE BOX ADJUSTMENTS.
6. REFER TO FIGURE **A111** FOR INSTALLATIONS WHERE THE OPERATING NUT IS DEEPER THAN 36-IN BELOW FINISHED GRADE.
7. DRILL HOLE IN ID TAG AND INSTALL ON TRACING WIRE.



NOTES:

1. HEAVY DUTY VALVE BOX LIDS ARE REQUIRED FOR ALL VALVE BOXES.
2. TOP SECTION SHALL BE INSTALLED AT MID-RANGE FOR FUTURE ADJUSTMENT.
3. HEAVY DUTY VALVE BOX LID SHALL HAVE A 5-IN MIN DEPTH AND WEIGH A MINIMUM OF 22-LBS. LID SHALL HAVE POWDER COATING PAINT AT A MIN OF 3 MILL.
4. EXTENSION STEMS AND ALIGNMENT RING/WALL BRACKETS SHALL BE PROVIDED ON ALL BURIED VALVES SO THAT THE OPERATING NUT SHALL BE NO MORE THAN 36-IN BELOW FINISHED GRADE. MATERIAL SHALL BE MINIMUM 304 SST.
5. ADD ADD'L SCREW EXTENSION AS REQUIRED AFTER SCREW EXTENSION EXCEEDS 24-IN.
6. STACKING OF VALVE BOX BOTTOM SECTIONS IS NOT PERMITTED.
7. VALVE BOX SHALL REST ON BEDDING ROCK, NOT ON VALVE, AND SHALL BE CENTERED ON OPERATING NUT.



NOTES:

1. MARKERS ARE REQUIRED WHEN UTILITY MAIN IS LOCATED OVER 30-FT FROM EDGE OF PAVEMENT OR IN AN EASEMENT NOT ADJACENT TO THE RIGHT OF WAY.
2. MARKERS SHALL BE 4-IN DIAMETER SCH 80 OR DR18 PVC: BLUE FOR WATER; GREEN FOR WASTEWATER; AND PANTONE PURPLE 522C FOR RECLAIMED WATER.
3. MARKERS SHALL BE PLACED AT ALL DIRECTIONAL CHANGES AND AT ALL VALVES EXCEPT WATER VALVES NEAR FIRE HYDRANTS. ADDITIONAL MARKERS SHALL BE INSTALLED AS NEEDED SO THAT THE DISTANCE BETWEEN MARKERS DOES NOT EXCEED 500-FT.

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EB 9814

OCOEE CROWN POINT MIXED USE DEVELOPMENT

City of Ocoee, Florida

Revisions:

No.	Date	Description
1.		
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UTILITY DETAILS

Scale: AS NOTED Design: CD
Date: 10/28/2022 Drawn: CD
Project No: 07399002 Checked: AA

Release:
CITY RESUBMITTAL
2/7/2023

C431

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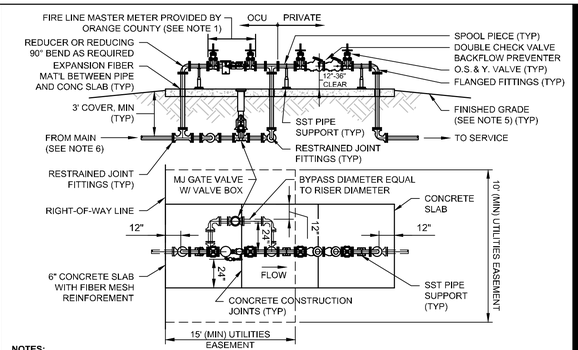
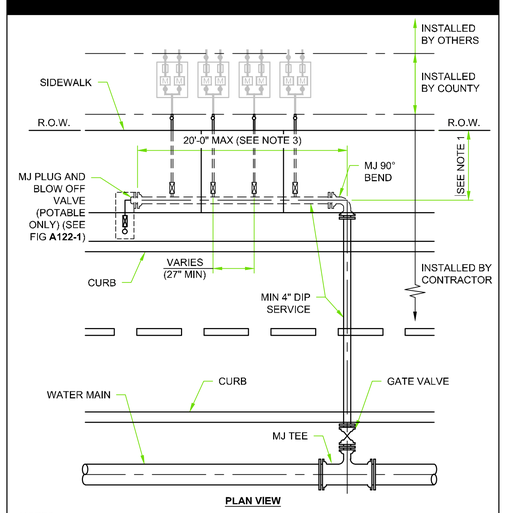
PLOTTED: 15 FEB 2023 - 4:53PM USER: CDARCISIO



NOTES:
1. THE CONTRACTOR SHALL CONTACT THE UTILITIES INSPECTOR FOR EXACT METER ASSEMBLY LENGTH AND HEIGHT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL PIPE, FITTINGS AND APPURTENANCES, EXCEPT FOR THE METER ASSEMBLY, WHICH SHALL BE PROVIDED BY UTILITIES AND INSTALLED BY THE CONTRACTOR.
2. ALL ABOVE GROUND PIPE SHALL BE FLANGED DUCTILE IRON, PRIMER COATED ONLY.
3. ASSEMBLY SHALL BE PAINTED IN ACCORDANCE WITH SECTION **3119**.
4. ALL FLANGES: PIPE, VALVES AND APPURTENANCES SHALL HAVE 316 SST HARDWARE.
5. FINISH GRADE AROUND METER ASSEMBLY SLAB SHALL ENSURE A SAFE WORK ENVIRONMENT. GRADING SLOPE DROP OFF SHALL NOT EXCEED 6-IN WITHIN 5-FT OF SLAB.
6. SERVICES 4-INCH AND LARGER SHALL BE DIP FROM THE POINT OF CONNECTION TO THE MAIN TO THE METER ASSEMBLY IF THE MAIN IS ON THE SAME SIDE OF THE STREET AS THE ASSEMBLY. IF THE MAIN IS ON THE OPPOSITE SIDE OF THE STREET AS THE ASSEMBLY, A MINIMUM OF ONE SEGMENT OF PIPE IMMEDIATELY UPSTREAM FROM THE METER ASSEMBLY SHALL BE DIP. ALL PIPING SHALL BE RESTRAINED.

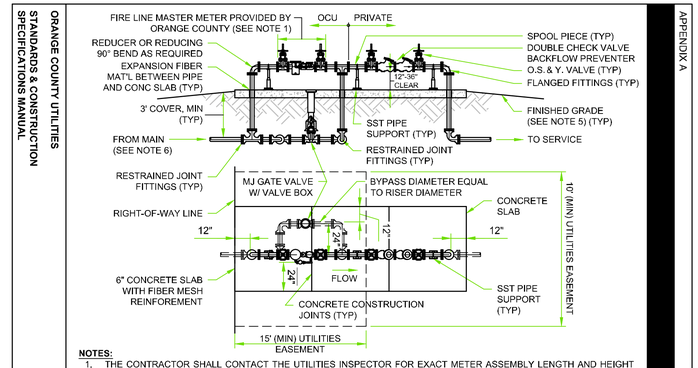
FIGURE A204
10/10/2021



NOTES:
1. 1-IN DIRECT TAP SERVICES FOR MAINS CLOSER THAN 7.5-FT FROM R.O.W. AND 2-IN SADDLE W/ GATE VALVE IF MAIN IS FARTHER THAN 7.5-FT FROM R.O.W. SEE FIG **A132-2** OR **A131-2**.
2. 2-IN GATE VALVES SHALL NOT BE LOCATED IN CURB.
3. LENGTHS GREATER THAN 20-FT TO BE EVALUATED ON A CASE-BY-CASE BASIS.

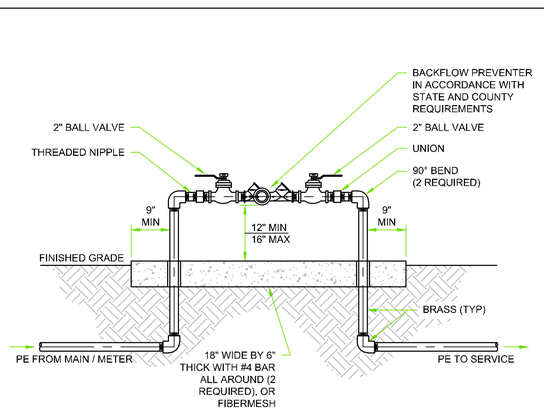
ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A133
10/10/2021



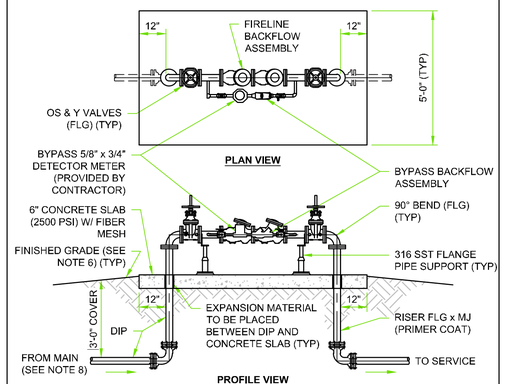
NOTES:
1. THE CONTRACTOR SHALL CONTACT THE UTILITIES INSPECTOR FOR EXACT METER ASSEMBLY LENGTH AND HEIGHT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL PIPE, FITTINGS AND APPURTENANCES, EXCEPT FOR THE METER ASSEMBLY, WHICH SHALL BE PROVIDED BY UTILITIES AND INSTALLED BY THE CONTRACTOR.
2. ALL ABOVE GROUND PIPE SHALL BE FLANGED DUCTILE IRON, PRIMER COATED ONLY.
3. ASSEMBLY SHALL BE PAINTED IN ACCORDANCE WITH SECTION **3119.**
4. ALL FLANGES: PIPE, VALVES AND APPURTENANCES SHALL HAVE 316 SST HARDWARE.
5. FINISH GRADE AROUND METER ASSEMBLY SLAB SHALL ENSURE A SAFE WORK ENVIRONMENT. GRADING SLOPE DROP OFF SHALL NOT EXCEED 6-IN WITHIN 5-FT OF SLAB.
6. SERVICES 4-INCH AND LARGER SHALL BE DIP FROM THE POINT OF CONNECTION TO THE MAIN TO THE METER ASSEMBLY IF THE MAIN IS ON THE SAME SIDE OF THE STREET AS THE ASSEMBLY, IF THE MAIN IS ON THE OPPOSITE SIDE OF THE STREET AS THE ASSEMBLY, A MINIMUM OF ONE SEGMENT OF PIPE IMMEDIATELY UPSTREAM FROM THE METER ASSEMBLY SHALL BE DIP. ALL PIPING SHALL BE RESTRAINED.

FIGURE A204
10/10/2021



NOTES:
1. ALL PIPE AND FITTINGS SHALL BE BRASS STARTING AT BURIED 90° BENDS.
2. COATING IN ACCORDANCE WITH THIS MANUAL.
3. FOR WATER SUPPLIED BY OTHER THAN OCU: BASED ON SIZE OF METER, OTHER REQUIREMENTS MAY BE APPLICABLE FOR BACKFLOW PREVENTER.

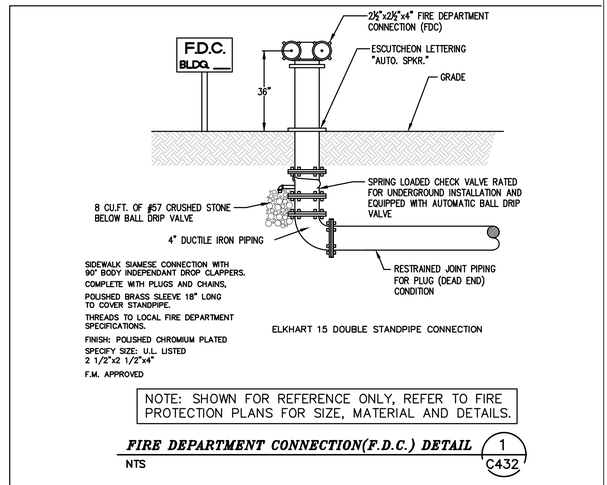
FIGURE A409-2
10/10/2021



NOTES:
1. REQUIRED FOR SITES WITH SEPARATE DOMESTIC AND FIRE SYSTEM SUPPLY PIPING.
2. BACKFLOW ASSEMBLY SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER. UTILITIES SHALL OWN AND MAINTAIN THE METER.
3. UTILITY EASEMENT REQUIRED FOR BY-PASS METER READING. MINIMUM EASEMENT SIZE IS 10-FT x 15-FT.
4. DETAIL NOT APPLICABLE WHEN AN RPZ IS REQUIRED IN ACCORDANCE WITH THE BACKFLOW PREVENTION MANUAL.
5. ALL FLANGES: PIPE, VALVES AND APPURTENANCES SHALL HAVE 316 SST HARDWARE.
6. FINISH GRADE AROUND METER ASSEMBLY SLAB SHALL ENSURE A SAFE WORK ENVIRONMENT. GRADING SLOPE DROP OFF SHALL NOT EXCEED 6-IN WITHIN 5-FT OF SLAB.
7. ASSEMBLY SHALL BE PAINTED IN ACCORDANCE WITH SECTION **3119**.
8. SERVICES 4-INCH AND LARGER SHALL BE DIP FROM THE POINT OF CONNECTION AT THE MAIN TO THE METER ASSEMBLY IF THE MAIN IS ON THE SAME SIDE OF THE STREET AS THE ASSEMBLY. IF THE MAIN IS ON THE OPPOSITE SIDE OF THE STREET AS THE ASSEMBLY, A MINIMUM OF ONE SEGMENT OF PIPE IMMEDIATELY UPSTREAM FROM THE METER ASSEMBLY SHALL BE DIP.

ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A202
10/10/2021

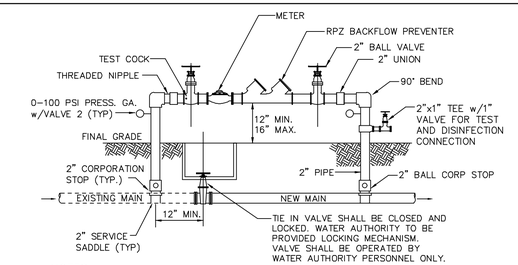


SIDEWALK SIAMESE CONNECTION WITH 90° BODY INDEPENDANT DROP CLAPPERS. COMPLETE WITH PLUGS AND CHAINS, POLISHED BRASS SLEEVE 18" LONG TO COVER STANDPIPE. THREADS TO LOCAL FIRE DEPARTMENT SPECIFICATIONS. FINISH: POLISHED CHROMIUM PLATED SPECIFY SIZE: U.L. LISTED 2 1/2"x2 1/2"x4" F.M. APPROVED

ELKHART 15 DOUBLE STANDPIPE CONNECTION

NOTE: SHOWN FOR REFERENCE ONLY, REFER TO FIRE PROTECTION PLANS FOR SIZE, MATERIAL AND DETAILS.

FIRE DEPARTMENT CONNECTION(F.D.C.) DETAIL 1 / C432
NTS



NOTES
1. PROVIDE TEMPORARY PIPE SUPPORTS AS REQUIRED
2. DO NOT USE GALVANIZED PIPE OR ACCESSORIES

1. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
2. THE DETAIL SHOWN IS TO BE USED FOR FILLING ANY NEW WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" DIAMETER (2.5 FPS MIN. VELOCITY) AND FOR PULLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILLING, FLUSHING, TESTING AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. PIPE AND FITTINGS USED FOR CONNECTION OF THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA C651, CURRENT EDITION. SWAB OR SPRAY THE EXTERIOR OF THE MAIN TO BE TAPPED AND THE TAPPING SADDLE WITH 1% HYPOCHLORITE SOLUTION.
3. THE CONTRACTOR SHALL EITHER PROVIDE DOCUMENTATION DEMONSTRATING THAT RPZ BACKFLOW PREVENTION DEVICE HAS BEEN TESTED AND IS IN GOOD WORKING ORDER AT TIME OF INSTALLATION.
4. ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTIONS DEVICE, FITTINGS AND VALVES, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. ABANDONED JUMPER CONNECTION POINTS MUST BE INCLUDED IN THE RECORD DRAWINGS.

TEMPORARY JUMPER CONNECTION 2 / C432
NTS

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www.harriscivilengineers.com
EB 9814

OCOEE CROWN POINT
MIXED USE DEVELOPMENT
City of Ocoee, Florida

Revisions:

No.	Date	Description
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UTILITY DETAILS

Design: CD
Drawn: CD
Checked: AA
Scale: AS NOTED
Date: 10/28/2022
Project No.:07399002

Release:
CITY RESUBMITTAL
2/7/2023

C432

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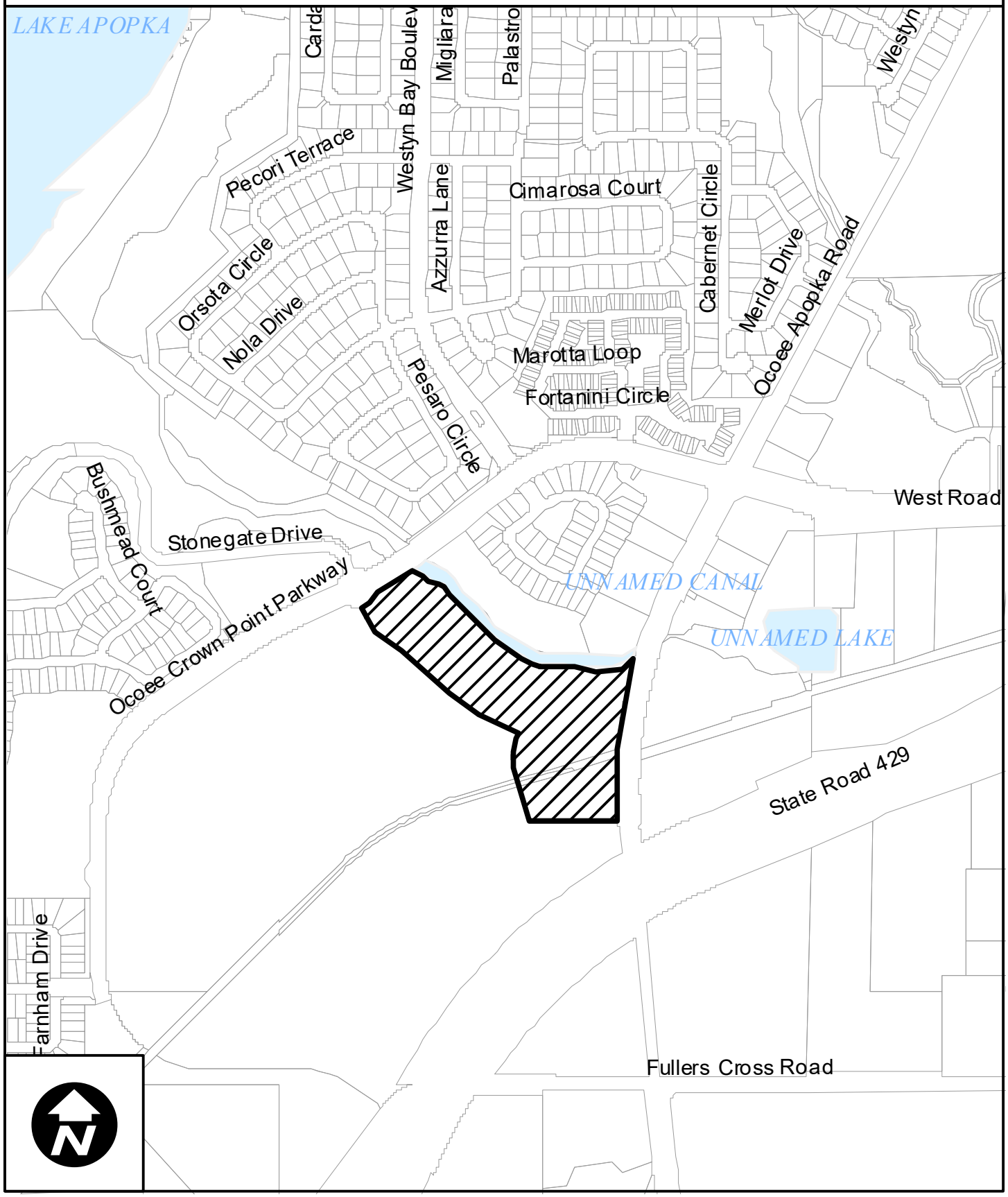
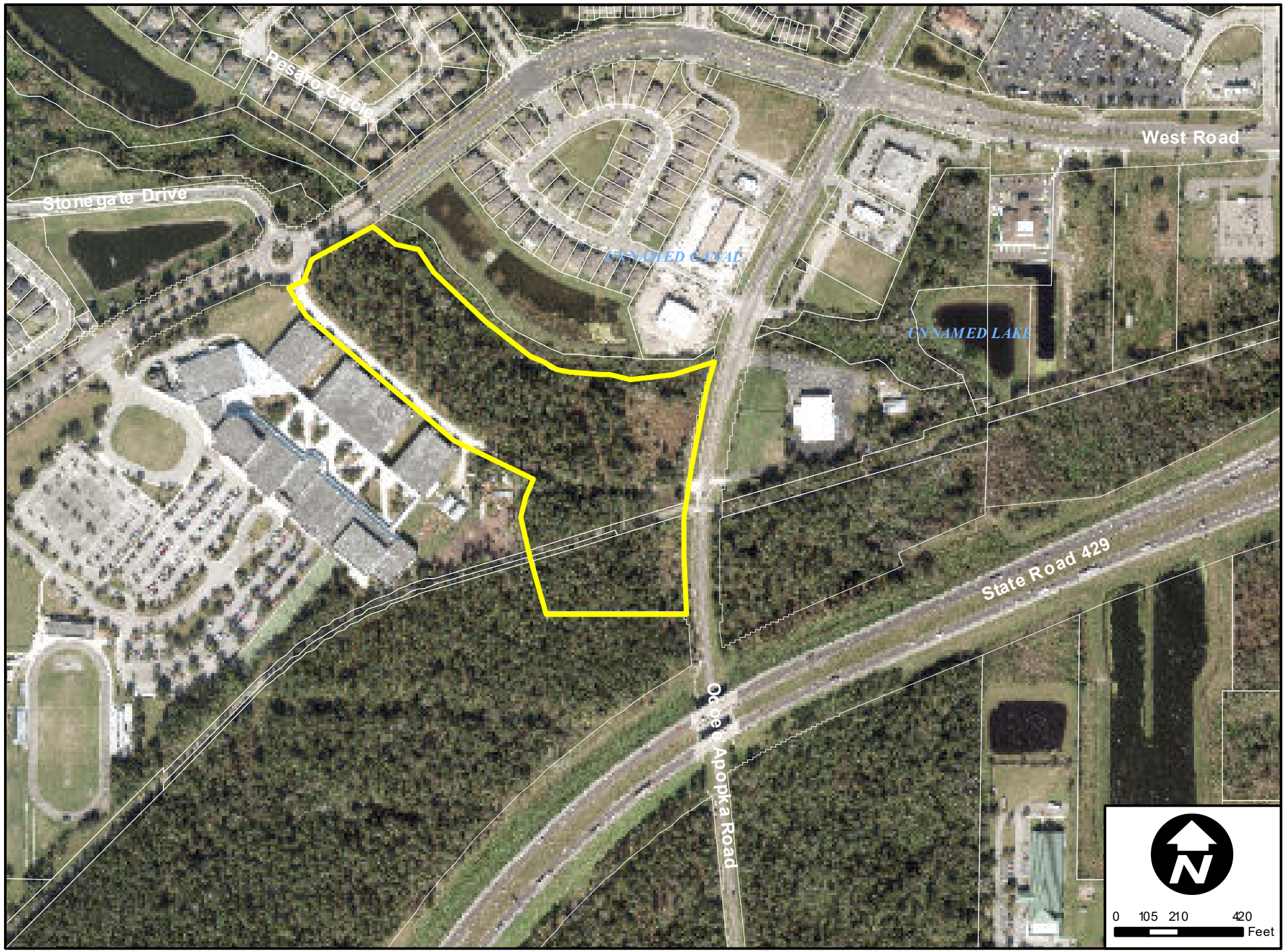
FILE NAME: G:\PROJ\07399002\CIVIL\SHEETS\C400 DETAILS.DWG
TIME: 15 FEB 2023 - 8:30PM USER: DAROSA

Ocoee Crown Point PUD Mixed Development
Large Scale Preliminary Site Plan

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Stonegate Drive
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UNNAMED LAKE
State Road 429
Ocoee Apopka Road
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STAFF REPORT

Meeting Date: March 7, 2023
Item #: 3

Contact Name: Joyce Tolbert
Contact Number: Ext. 1516

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval to Award ITB #23-003 Asphalt Paving Projects for FY 2023 to Hubbard Construction Company. (Procurement Manager Tolbert)

Background Summary:
The City of Ocoee, Florida (City) solicited bids from qualified contractors to furnish labor, supervision, materials, equipment, supplies and incidentals for the asphalt paving projects for fiscal year 2023, for the milling and resurfacing of Flewelling Avenue, Adair Street, Old Winter Garden Road, and the Reserve Subdivision Roads in the City of Ocoee.

The bid was publicly advertised on January 15, 2023, and opened on February 7, 2023. There were a total of two (2) bids received ranging from $2,350,431.50 to $2,548,487.50, which were well over the budgeted amount of $1,557,848.00. The City reduced the project scope and quantities, and the low bidder, Hubbard Construction Company, adjusted its lump sum bid item prices based on the reduction in scope; the unit price bid item prices remained the same for the reduction in quantities. Hubbard's adjusted total bid is $1,336,916.80.

The Public Works and Finance Departments reviewed all bids received and all were considered responsive. All bids are attached for review. Staff recommends awarding the bid to Hubbard Construction Company as the most responsive and responsible bidder for Hubbard's adjusted total bid amount, per the attached recommendation from Steve Krug, P.E., Public Works Director.

The table below is a listing of the bids received.

	Bidder	**Total Bid**	**Low Bidder Adjusted Total Bid based on Reduction in Project Scope/Quantities**
1.	**Hubbard Construction Company**	$2,350,431.50	**$1,336,916.80**
2.	Middlesex Paving, LLC.	$2,548,487.50	

Issue:
Should the City Commission award the bid for Asphalt Paving Projects for FY 2023 to Hubbard Construction Company, as recommended by the Public Works Director?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners award ITB #23-003 Asphalt Paving Projects for FY 2023 to Hubbard Construction Company for the amount of $1,336,916.80 and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received. Staff also recommends the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:
1. Contract Award Recommendation FY2023
2. Hubbard Revised Bid Tabulation & Schedule of Values
3. Notice of Revised Quantities - Hubbard Combined
4. Hubbard Bid combined w subcontractor list
5. Middlesex Asphalt Paving Projects FY 2023 MPLLC
6. ITB23003_Asphalt Paving Projects FY 2023
7. Asphalt Paving Projects FY 2023 Bid Tab

Financial Impacts:
There is $1,557,848.00 available in the Public Works Streets department paving improvements budget for this project.

Type of Item: Consent

ocoee
florida

Mayor
Rusty Johnson

Commissioners
Larry Brinson, Sr.
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Robert D. Frank

MEMORANDUM

Ocoee Public Works Team
Improving a great community

Date: February 27, 2023

To: Joyce Tolbert, Procurement Manager

From: Stephen C. Krug, P.E., Public Works Director

RE: Contract Award Recommendation.
ITB #23-003 Asphalt Paving Projects for FY 2023

Public Works recommends award of the Asphalt Paving Projects for FY 2023, ITB #23-003, to Hubbard Construction, Inc, of Winter Park, Florida. The City received two (2) bids from interested contractors of $2,350,430.50 and $2,548,487.50. Public Works anticipated a conservative budget estimate for the work to be $1,557,848.00. Due to unanticipated escalation of contract pricing, the City exercised our right to approach the apparent low bidder for revised pricing based on a reduction to the project scope. Public Works evaluated the limits of the program with the following changes:

- Flewlling Ave – reduce total length to avoid conflicting with recently awarded recovery grant pipe removal project. Add Russell Ave from Flewelling to railroad crossing for an overall reduction of 3,046 square yards of resurfacing.
- Adair Street - No changes.
- Old Winter Garden Road – reduce total area by 37,475 square yards to include the portion between Bluford and Blackwood.
- The Reserve Subdivision – No changes.

Hubbard provided an adjusted price of $1,336,919.80 based on the above revisions, which is within the current budget. Public Works has verified neighboring municipal contracts are experiencing similar cost impacts. The contract is adequately funded through the Public Works Department Streets Division.

Hubbard Construction Company
Revised Bid Quantities Tabulation
ITB 23-003 Asphalt Paving Project for FY 2023

BID TABULATION		Hubbard Construction Inc.	
Acknowleged Addendum 1		✓	
Bid Security (Bid Bond)		Bid Bond	
Company Verification/License Check		Active	
Required Forms		*subcontractor list received 2/10/23	
DESCRIPTION	**QTY**	**UNIT PRICE**	**TOTAL PRICE**
FLEWELLING AVE. & RUSSELL DR. MILL AND RESURFACING			
Mobilization/Demobilization	1	$3,000.00	$3,000.00
1.5" Milling (Max.)	8,020	$2.60	$20,852.00
1.5" Resurface Type SP-12.5 Asphalt Paving	8,020	$14.80	$118,696.00
Temporary Striping and Thermoplastic Final Striping	1	$12,889.80	$12,889.80
SUB-TOTAL			$155,437.80
ADAIR STREET MILL AND RESURFACING			
Mobilization/Demobilization	1	$3,000.00	$3,000.00
1.5" Milling (Max.)	12,166	$3.20	$38,931.20
1.5" Resurface Type SP-12.5 Asphalt Paving	12,166	$15.30	$186,139.80
Overbuild at Nicole Blvd. (SP-12.5)	25	$336.90	$8,422.50
Temporary Striping and Thermoplastic Final Striping	1	$35,100.00	$35,100.00
SUB-TOTAL			$271,593.50
OLD WINTER GARDEN ROAD MILL AND RESURFACING (BLACKWOOD TO BLUFORD)			
Mobilization/Demobilization	1	$3,000.00	$3,000.00
1.5" Milling (Max.)	18,178	$4.15	$75,438.70
1.5" Resurface Type FC-12.5 Asphalt Paving	18,178	$17.65	$320,841.70
Temporary Striping and Thermoplastic Final Striping	1	$53,710.10	$53,710.10
Traffic Signal Loops	1	$20,000.00	$20,000.00
SUB-TOTAL			$472,990.50
THE RESERVE SUBDIVISION MILL AND RESURFACING			
Mobilization/Demobilization	1	$3,000.00	$3,000.00
1.25" Milling (Max.)	23,645	$3.00	$70,935.00
1.25" Resurface Type SP-9.5 Asphalt Paving	23,645	$15.20	$359,404.00
Temporary Striping and Thermoplastic Final Striping	1	$3,556.00	$3,556.00
SUB-TOTAL			$436,895.00
TOTAL REVISED BID			$1,336,916.80

*missing forms are considered a minor irregularity.

SIGNATURE OF HUBBARD CONSTRUCTION COMPANY OFFICER

Darlène Coulibaly

PRINT NAME/TITLE

HUBBARD

ATLANTIC COAST ASPHALT | ORLANDO PAVING | TAMPA PAVEMENT CONSTRUCTORS

Hubbard Construction Company
Asphalt Paving Division

1936 Lee Road, Suite 300
Winter Park, FL 32789
Tel: 407.645.5500

asphalt@hubbard.com

Estimate: 23-02005-R2
Project: ITB 23-003 Asphalt Paving Projects for FY 2023
Bid Date: 02/27/2023
Completion: 3rd Quarter 2023

SCHEDULE OF VALUE - TEMPORARY STRIPING AND THERMOPLASTIC FINAL STRIPING

Item	Description	Quantity	Unit	Unit Price	Ext Price
FLEWELLING AVE & RUSSEL DR MILL AND RESURFACING					
1.04	**TEMPORARY STRIPING AND THERMOPLASTIC FINAL STRIPING**	**1**	**LS**	**$12,889.80**	**$12,889.80**
	Temporary striping	*3.00*	*SH*	*$4,232.40*	*$12,697.20*
	Thermoplastic Pavement Markings, Standard White Solid 24" LF	*30.00*	*LF*	*$6.42*	*$192.60*
				SUBTOTAL FLEWELLING AVENUE	*$12,889.80*
OLD WINTER GARDEN ROAD MILL AND RESURFACING					
3.04	**TEMPORARY STRIPING AND THERMOPLASTIC FINAL STRIPING**	**1**	**LS**	**$53,710.10**	**$53,710.10**
	Temporary striping	*5.00*	*SH*	*$4,349.88*	*$21,749.41*
	Thermoplastic Pavement Markings, Standard White Solid 6" LF	*6,071*	*LF*	*$1.00*	*$6,071.18*
	Thermoplastic Pavement Markings, Standard White Skip 6" LF	*3,843*	*LF*	*$0.40*	*$1,537.38*
	Thermoplastic Pavement Markings, Standard Yellow Solid 6" LF	*3,622*	LF	$1.00	*$3,621.95*
	Thermoplastic Pavement Markings, Standard White Solid 12" LF	*2,611*	LF	$4.00	*$10,443.20*
	Thermoplastic Pavement Markings, Standard Yellow Solid 18" LF	*16*	LF	$5.00	*$80.25*
	Thermoplastic Pavement Markings, Standard White Solid 24" LF	*205*	LF	$6.00	*$1,232.64*
	Thermoplastic Pavement Markings, Standard White Arrow EA	*20*	EA	$75.00	*$1,524.75*
	Preformed Thermoplastic White Bike Message and Arrow EA	*16*	EA	$410.00	*$6,580.50*
	Reflective Pavement Marker EA	*217*	EA	$4.00	*$868.84*
				SUBTOTAL OLD WINTER GARDEN ROAD	*$53,710.10*

HUBBARD

ATLANTIC COAST ASPHALT ORLANDO PAVING TAMPA PAVEMENT CONSTRUCTORS

Hubbard Construction Company
Asphalt Paving Division

1936 Lee Road, Suite 300
Winter Park, FL 32789
Tel: 407.645.5500

asphalt@hubbard.com

Estimate: 23-02005-R2
Project: ITB 23-003 Asphalt Paving Projects for FY 2023
Bid Date: 02/27/2023
Completion: 3rd Quarter 2023

SCHEDULE OF VALUE - TRAFFIC SIGNAL LOOPS

Item	Description	Quantity	Unit	Unit Price	Ext Price
OLD WINTER GARDEN ROAD MILL AND RESURFACING					
3.05	**TRAFFIC SIGNAL LOOPS**	**1**	**LS**	**$20,000.00**	**$20,000.00**
	Traffic Signal Loops - Type F Loops	5.00	EA	$1,785.05	$9,550.00
	Traffic Signal Loops - Type b Loops	8.00	EA	$1,220.79	$10,450.00
				SUBTOTAL OLD WINTER GARDEN ROAD	*$20,000.00*

Mayor
Rusty Johnson

City Manager
Robert Frank

Commissioners
Larry Brinson, Sr. District 1
Rosemary Wilsen, District 2
Richard Firstner, District3
George Oliver, III, District 4

February 16, 2023

Via Email to asphalt@hubbard.com and darlene.coulibaly@hubbard.com

P. Frederick O'Dea, Jr.,VP/SEC/TRES
Darlène Coulibaly, Estimator
Hubbard Construction Company
1936 Lee Road, Suite 300
Winter Park, FL 32789

NOTICE OF REDUCTION IN BID QUANTITIES FOR ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

Dear Mr. O'Dea:

Notice is hereby given that Hubbard Construction Company is the apparent lowest responsible and responsive bidder for ITB #23-003 Asphalt Paving Projects for FY 2023, and the City of Ocoee intends to reduce certain quantities listed on the Bid Form for Flewelling Avenue and Old Winter Garden Road, and add a portion of Russell Drive, in order to adhere to the City's budgeted funding for these projects.

REDUCED SCOPE (see the *attached* resurfacing revisions plan sheets).

Flewelling Ave. and Russell Drive: Revised Quantity 8,020 milling and resurfacing.

Old Winter Garden Road (Blackwood to Bluford): Revised Quantity 18,178 milling and resurfacing.

The traffic signal loops listed on Addendum No. 1 has been revised to only include the following quantity and locations:

Old Winter Garden and Bluford = 4 B-type loops for Westbound on Old Winter Garden, 1 f-type loop for westbound turn lane, 3 F-type loops Southbound on Bluford

Old Winter Garden and Blackwood = 4 B-type loops for Eastbound on Old Winter Garden, 1 f-type loop for eastbound turn lane

Totals: 8 B-Type loops, 5 f-type loops

In accordance with the terms of the Invitation to Bid, the City reserves the right to request clarification of information submitted in any bid, and may accept any item or group of items of any bid, unless the Bidder qualifies its bid specific limitations. The City requires that Hubbard provide the following information to continue to be considered for award of this contract:

(a) Confirmation signed on Hubbard letterhead, indicating Hubbard Construction is willing to honor its original bid pricing for the revised quantities and locations; and

(b) Provide a Schedule of Values for the Lump Sum prices for Flewelling Ave. and Russell Dr, and Old Winter Garden Road (Blackwood Ave. to Bluford Ave.); specifically, SY for the temporary striping and thermoplastic final striping and each traffic signal loop, as the lump sum prices should be adjusted based on the reduction in scope and quantities.

(c) Complete and sign the *attached* Hubbard's Revised Bid Tabulation listing the revised quantities in MS Excel for your convenience. Note the Officer that signed the original bid must sign this revised bid tabulation.

If these submittals are accepted and approved by the City, the City will then issue a Notice of Award with the construction contract for your signature. If the submittals are unacceptable, or Hubbard Construction does not agree to honor its bid pricing for the revised quantities and locations, then your bid will be rejected and the work may be awarded to the next lowest responsive and responsible bidder.

Return your submittal documents to my attention by Wednesday, February 22, 2023. The City looks forward to working with Hubbard Construction Company for the paving of City streets in 2023.

Sincerely,

Joyce Tolbert

Joyce Tolbert, NIGP-CPP, CPPB
Procurement Manager

Attachments:
Revised Bid Tabulation listing the revised quantities in MS Excel
Resurfacing Revisions Plan Sheets C2, C3, C8, C9

cc: Steve Krug, P.E, Public Works Director
Milen Womack, P.E., City Engineer

1" = 120'
GRAPHIC SCALE
0 60 120

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.5" MILL AND
1.5" RESURFACE (SP-12.5)
FLEWELLING AVENUE
TOTAL SURFACE AREA = 72,179 SF
OR 8020 SY

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE PLOTTED: NOV 13, 2019

ENGINEER OF RECORD
RICHARD A. CAMPANALE, P.E. #54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3130
FAX: 407-905-3176

PUBLIC WORKS PAVING PROJECTS

FLEWELLING AVENUE & RUSSELL DRIVE

FIGURE
C2

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.5" MILL AND
1.5" RESURFACE (SP-12.5)
FLEWELLING AVENUE
TOTAL SURFACE AREA = 72,179 SF
OR 8020 SY

1" = 120'
GRAPHIC SCALE
0 60 120

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE PLOTTED: NOV 13, 2009

ENGINEER OF RECORD
RICHARD A. CAMPANALE, P.E. #54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3100
FAX: 407-905-3175

PUBLIC WORKS PAVING PROJECTS

FLEWELLING AVENUE& RUSSELL DRIVE

FIGURE
C3

MATCH SHEET C7

MATCH SHEET C9

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.
8. CONTRACTOR TO INCLUDE ALL TRAFFIC SIGNAL LOOP SYSTEMS IN COST.

1.5" MILL AND
1.5" RESURFACE (FC-12.5)
OLD WINTER GARDEN ROAD
(BLACKWOOD TO BLUFORD)
TOTAL SURFACE AREA = 163,595 SF
OR 18,178 SY

N

1" = 100'
GRAPHIC SCALE
0 50 100

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3113 ext: 1101
FAX: 407-905-3178

ENGINEER OF RECORD
RICHARD A. CAMPANALE, P.E. # 54745

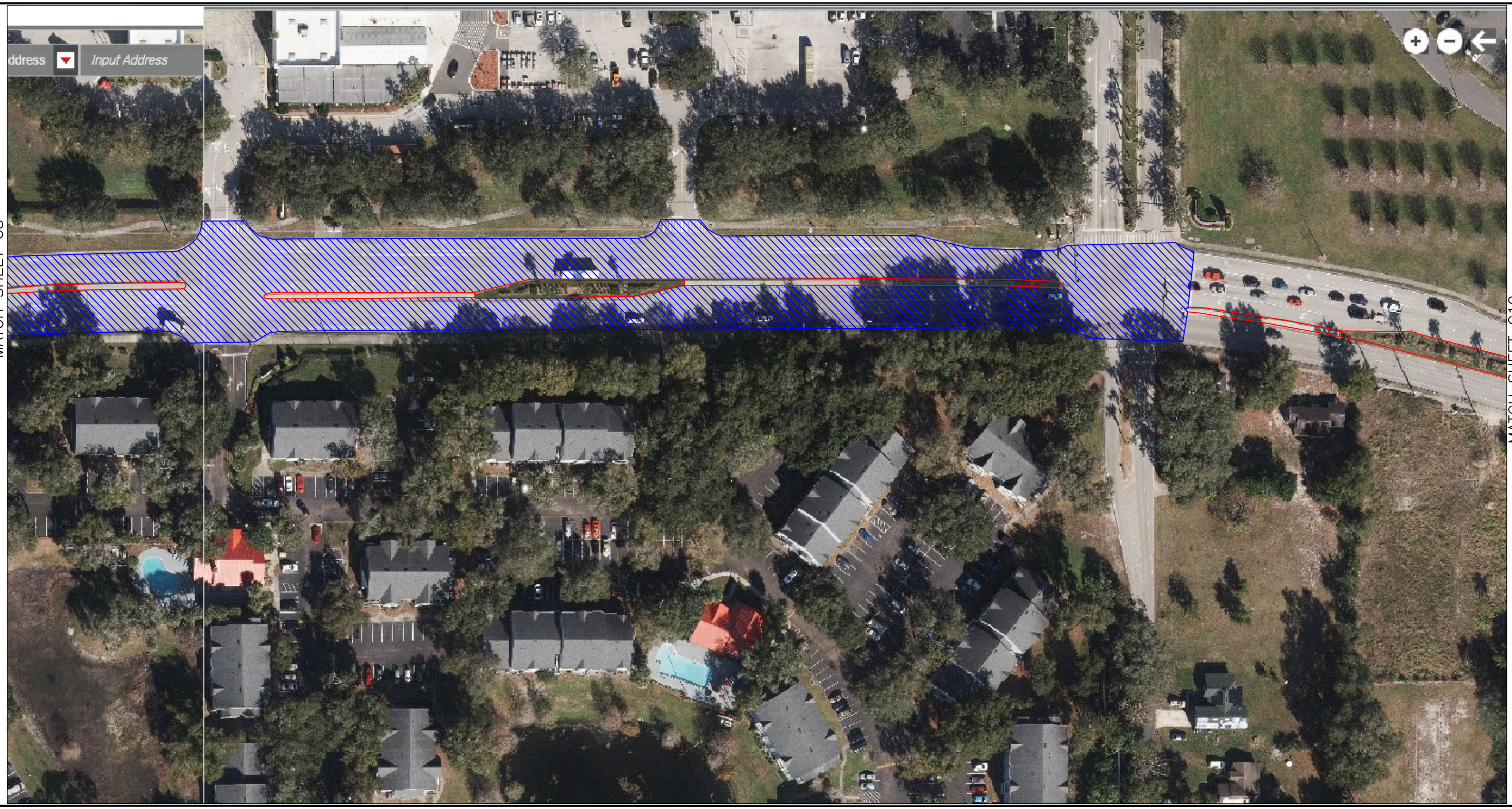
DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 4, 2019

PUBLIC WORKS PAVING PROJECTS

OLD WINTER GARDEN ROAD
MILL AND RESURFACING
PROJECT

FIGURE
C8

MATCH SHEET C8



MATCH SHEET C10

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.
8. CONTRACTOR TO INCLUDE ALL TRAFFIC SIGNAL LOOP SYSTEMS IN COST.

1.5" MILL AND
1.5" RESURFACE (FC-12.5)
OLD WINTER GARDEN ROAD
(BLACKWOOD TO BLUFORD)
TOTAL SURFACE AREA = 163,595 SF
OR 18,178 SY

N

1" = 100'
GRAPHIC SCALE
0 50 100

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 4, 2019

ENGINEER OF RECORD

RICHARD A. CAMPANALE, P.E. # 54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3113 EXT 1505
FAX: 407-905-3178

PUBLIC WORKS PAVING PROJECTS

OLD WINTER GARDEN ROAD
MILL AND RESURFACING
PROJECT

FIGURE
C9

Tolbert, Joyce

From: COULIBALY Darlène <darlene.coulibaly@hubbard.com>
Sent: Friday, February 10, 2023 3:21 PM
To: Stokych, Olena
Cc: MCBRAYER John; SUSTAITA Joe; MENDOLARO William; REY David
Subject: RE: documents inquiry
Attachments: 23-003 Ocoee-Hubbard Bid Bond-20230207-1342.pdf

Good Afternoon Olena,

Please find attached the original BID BOND.

Below is the list of our subcontractors:

- **Mill-It Corporation,** 9630 Discovery Court Altamonte Springs, FL 32714
- **TransPremier LLC,** 7616 Narcoossee Road. Orlando FL 32822

Could you please provide the Bid result.

Thank you,

Regards,

Darlène Coulibaly

HUBBARD

Darlène COULIBALY
Estimator | Asphalt
Orlando Paving Company

Tel: 407.645.5500 / Mobile: 407.951.4617
1936 Lee Rd., #300,
Winter Park, FL 32789
darlene.coulibaly@hubbard.com

VINCI CONSTRUCTION USA

From: Stokych, Olena <OStokych@ci.ocoee.fl.us>
Sent: Friday, February 10, 2023 14:45
To: HCC Asphalt <asphalt@hubbard.com>
Cc: Tolbert, Joyce <JTolbert@ocoee.org>
Subject: documents inquiry

EXHIBIT B
BID FORM (Page 1 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY Hubbard Construction Company **FL CONTRACTOR LICENSE #** CGC059695

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
FLEWELLING AVENUE MILL AND RESURFACING					
1.00	**Milling / Resurfacing / Pavement Markings**				
1.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration	$3,000.00	$3,000.00
1.02	11,066	SY	1.5" Milling (Max.)	$2.60	$28,771.60
1.03	11,066	SY	1.5" Resurface Type SP-12.5 Asphalt Paving including Tack	$14.80	$163,776.80
1.04	1	LS	Temporary Striping and Thermoplastic Final Striping	$359.20	$359.20
				Sub-Total =	$195,907.60

EXHIBIT B
BID FORM (Page 2 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY Hubbard Construction Company **FL CONTRACTOR LICENSE #** CGC059695

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
ADAIR STREET MILL AND RESURFACING					
2.00	**Milling / Resurfacing / Pavement Markings**				
2.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration	$3,000.00	$3,000.00
2.02	12,166	SY	1.5" Milling (Max.)	$3.20	$38,931.20
2.03	12,166	SY	1.5" Resurface Type SP-12.5 Asphalt Paving including Tack	$15.30	$186,139.80
2.04	25	TONS	Overbuild at Nicole Blvd. (SP-12.5)	$336.90	$8,422.50
2.05	1	LS	Temporary Striping and Thermoplastic Final Striping	$35,100.00	$35,100.00
				Sub-Total =	$271,593.50

EXHIBIT B
BID FORM (Page 3 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY Hubbard Construction Company **FL CONTRACTOR LICENSE #** CGC059695

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
OLD WINTER GARDEN ROAD MILL AND RESURFACING					
3.00	**Milling / Resurfacing / Pavement Markings**				
3.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration	$3,000.00	$3,000.00
3.02	55,653	SY	1.5" Milling (Max.)	$4.15	$230,959.95
3.03	55,653	SY	1.5" Resurface Type FC-12.5 Asphalt Paving including Tack	$17.65	$982,275.45
3.04	1	LS	Temporary Striping and Thermoplastic Final Striping	$164,700.00	$164,700.00
3.05	1	LS	Traffic Signal Loops	$65,100.00	$65,100.00
				Sub-Total =	$1,446,035.40

EXHIBIT B
BID FORM (Page 4 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY Hubbard Construction Company **FL CONTRACTOR LICENSE #** CGC059695

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
THE RESERVE SUBDIVISION MILL AND RESURFACING					
4.00	**Milling / Resurfacing / Pavement Markings/Signal Loops**				
4.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration	$3,000.00	$3,000.00
4.02	23,645	SY	1.25" Milling (Max.)	$3.00	$70,935.00
4.03	23,645	SY	1.25" Resurface Type SP-9.5 Asphalt Paving including Tack	$15.20	$359,404.00
4.04	1	LS	Temporary Striping and Thermoplastic Final Striping	$3,556.00	$3,556.00
				Sub-Total =	$436,895.00

TOTAL BASE BID = $2,350,431.50
two million, three hundred fifty thousand, four hundred thirty-one dollars and fifty cents

EXHIBIT D - ITB #23-003 BID CONFLICT OF INTEREST DISCLOSURE FORM

The 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:

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:

Hubbard Construction Company
Firm Name

P. Frederick O'Dea
Signature

P. Frederick O'Dea, Jr. - VP/SEC/TRES
Name and Title (Print or Type)

02/06/2023
Date

EXHIBIT E
ITB #23-003 DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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: Hubbard Construction Company

Signed: P. Frederick O'Dea

By: P. Frederick O'Dea, Jr.
(Print or Type Name)

Title: VP/SEC/TRES

Date: 02/06/2023

END OF SECTION

EXHIBIT F - BID # 23-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

Hubbard Construction Company
COMPANY NAME

407-645-5500
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

asphalt@hubbard.com
E-MAIL ADDRESS

P. Frederick O'Dea Jr.
AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

P. Frederick O'Dea, Jr.-VP/SEC/TRES
NAME/TITLE (PLEASE PRINT)

1936 Lee Road, Suite 300
STREET ADDRESS

Winter Park, FL 32789
CITY STATE ZIP

FEDERAL ID # 59-0594298

____Individual _X_ Corporation ____Partnership ____Other (Specify)____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 6th day of February, 2023.

Personally Known X or

Produced Identification____

Notary Public State of Florida
Peggy I Jandrew
My Commission GG 940035
Expires 02/10/2024

N/A
(Type of Identification)

Notary Public - State of Florida
County of Orange

Peggy Jandrew
Signature of Notary Public

Peggy Jandrew
Printed, typed or stamped
Commissioned name of Notary Public

21. **LIST OF SUBCONTRACTORS:**

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

22. **EQUIPMENT LISTING**:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

See attached spreadsheet

23. **REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK**

The Bidder shall complete the following blanks regarding experience with similar type of work. Bidder must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

See attached spreadsheet

Have you any similar work in progress at this time? Yes X No ___.
Length of time in business 102 yrs

Bank or other financial references:

Wells Fargo, NA - Attention Scott Wilmeth
Commercial Banking/Orlando
800 N. Magnolia Avenue, Suite 800
Orlando, FL 32803
407-649-5990

(Attach additional sheets if necessary)

24. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state.

See attached spreadsheet

25. **ACKNOWLEDGEMENT OF ADDENDA:**

Bidder acknowledges receipt of the following addenda:

No. 01 Dated 02/02/2023
No. ___ Dated ___
No. ___ Dated ___
No. ___ Dated ___
No. ___ Dated ___

(remainder of page left blank intentionally)

Updated 01.06.23

Hubbard Construction Company
List of Public Contract Litigation (Pending as of 01.06.23)

Project No.	Year Completed	Counterparty	Project Owner	Project	Description
GDOT CSSNHS-008-00(256)	2018	Parsons RECo Berkel Tricore	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990 Steven Lively	Northwest Corridor Express Lanes (GA)	Hubbard was a minority JV partner with Archer Western on this public highway project for the GDOT. The project is completed. In September 2020, JV initiated arbitration proceedings against several parties associated with the construction of MSE walls and related defect repairs and delays. Owner is not a party to this case.
GDOT CSSNHS-008-00(256)	2018	Hubert Properties	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990 Steven Lively	Northwest Corridor Express Lanes (GA)	In early 2020, Hubert Properties sued GDOT for trespass (using more property than taken in government condemnation). GDOT tendered defense to the JV under indemnity obligations. Discovery is ongoing.
70039	2016	Florida Department of Transportation	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947 Mr. Alan Autry Alan.autry@dot.state.fl.us	SR-9/I-95 Express Lanes	FDOT directed Hubbard to perform certain repairs to vertical sign structures that were alleged to have cracks near the base. Hubbard does not agree that this was required by its contractual warranty obligations. Hubbard initiated an arbitration proceeding at the State Arbitration Board in June 2022 (pending).

No stop notices have been filed and no terminations for cause have occurred on work undertaken by Hubbard. A few projects were temporarily suspended by owners due to impacts caused by COVID-19 and Hubbard cooperated with Owner directives to mitigate those impacts.

Hubbard performs over $300,000,000 of construction each year and in the ordinary course of its business is subject to various claims, disputes, termination, arbitrations, and other legal proceedings which are customary in the industry. This list does not include customary project-level disputes, efforts to secure payment from outstanding debtors, or other personal injury or other covered insurance claims (that are handled by the Company's general liability carrier).

Object Description	CntrRead.	Assignee	Plate no.	ConY	Start-up	Mfr	ManufSerialNumber
CAR FUSION SE HYBRID	87,047	BAKER,DUSTIN	ISHC21	2018	3/3/18	FORD	3FA6P0LU1JR177703
SUV EXPLORER XLT 4X2 FORD	100,883	SALDANA,JUIS	NHJU66	2019	11/15/19	FORD	1FMSK7BHXLGB12522
SUV EXPLORER BASE 4X2 FORD	16,534	GOMEZ,DIMITROV	PJMY85	2020	8/4/20	FORD	1FMSK7BH2LGC66996
OO-SUV EXPLORER BASE 4X2 FORD		SALDANA,LUIS				FORD	
OO-SUV EDGE SEL 4X2 U/G FORD		BAKER,DUSTIN				FORD	
SUV EXPLORER XLT 4X2 FORD	35,616	MONTGOMERY,CODY	Z28CDW	2018	5/1/18	FORD	1FM5K7D8XJGB45107
SUV EXPLORER LIMITED 4X2 FORD	94,738	MCBRAYER,JOHN	KVEU70	2018	11/22/18	FORD	1FM5K7F8XKGA47306
SUV EXPLORER LIMITED 4X2 U/G F	34,322	ADDISON,WARREN	NDDG66	2019	9/13/19	FORD	1FMSK7FH8LGA55179
SUV EXPLORER XLT U/G	27,831	SUSTAITA,JOE	NDDG81	2019	9/24/19	FORD	1FMSK7DH2LGA55178
OO-SUV EXPLORER XLT 4X2 U/G FORD		MCBRAYER,JOHN				FORD	
P/U F150 4X2 W/T FORD	104,211	REEDER, GREGORY	206QHC	2014	3/25/14	FORD	1FTMF1CM4EKD61246
P/U F150 4X2 W/T FORD	101,402	BOURACHED,SOUFI	CZFH81	2014	8/11/14	FORD	1FTMF1CM2EKE40432
P/U F150 4X2 W/T FORD	102,587	MENEZES,GUSTAVO	DIDG66	2014	11/24/14	FORD	1FTMF1CM3EKF76935
P/U F150 4X2 W/T FORD	101,491	LEQUINDRE,DAVIS	DUGQ85	2014	1/20/15	FORD	1FTMF1CMXEKG06325
P/U F150 4X2 W/T FORD	90,864	AGUILUZ,CARLOS	EMVU12	2016	1/15/16	FORD	1FTMF1C81FKE52186
P/U F150 4X2 S/C W/T FORD	93,222	BROWN, DARREN	EMUJ08	2015	9/23/15	FORD	1FTEX1C86FKE22764
P/U F150 4X2 S/C W/T FORD	114,727	VELANDIA,ESTEBA	EMUJ63	2015	10/19/15	FORD	1FTEX1C82FKE22762
P/U F150 4X2 W/T FORD	110,090	SPARE OPC	EMVT95	2016	2/24/16	FORD	1FTMF1C85GKD58085
P/U F150 4X2 W/T FORD	124,838	GREEN, EDWARD	EMVT94	2016	2/26/16	FORD	1FTMF1C80GKD58074
P/U F150 4X2 W/T FORD	83,170	MYRTIL,FRITZNEL	EMXC26	2016	3/15/16	FORD	1FTMF1C86GKD58077
P/U F150 XLT 4X2 S/C U/G FORD	93,553	THACKER, ROBERT	EMZE70	2016	6/20/16	FORD	1FTEX1C82GKE75995
P/U F150 4X2 W/T FORD	93,565	SWAGGERTY, STEV	GAVK07	2016	7/22/16	FORD	1FTMF1C87GKF06415
P/U F150 XL 4X4 W/T FORD	83,186	HEROLD,KING	GAVK57	2016	8/5/16	FORD	1FTMF1E88GKF20918
P/U F150 4X2 W/T FORD	115,956	COLLER,CHARLIE	HQFL30	2016	12/17/16	FORD	1FTMF1C82HKC19727
P/U F150 4X2 W/T FORD	113,884	WILSON,ANDREW	HQFL32	2016	12/17/16	FORD	1FTMF1C89HKC19725
P/U F150 4X2 W/T FORD	102,087	BELL,JUSTIN	HLSW89	2016	12/13/16	FORD	1FTMF1C81HKC19721
P/U F150 4X2 W/T FORD	65,019	DAVIS,ALTON	IDFZ43	2017	5/25/17	FORD	1FTMF1C8XHKD60643
P/U F150 4X2 W/T FORD	53,819	HINSON,DANIEL	IDFZ44	2017	5/25/17	FORD	1FTMF1C81HKD60644
P/U F150 4X2 W/T FORD	59,083	ARROYO, CESAR	IDFZ47	2017	5/25/17	FORD	1FTMF1C85HKD60646
P/U F150 4X2 W/T FORD	84,420	HUTCHISON,SHAWN	Z36CDW	2018	5/3/18	FORD	1FTEX1CP5JKD58748
P/U F150 4X2 S/C W/T FORD	52,096	KPOGOH,VICTOR	KVGM20	2018	1/5/19	FORD	1FTEX1CP4KKC16036
P/U F150 4X2 S/C W/T FORD	44,102	ARROYO,REINALDO	KV1G51	2018	1/8/19	FORD	1FTEX1CP8KKC16038
P/U F150 4X2 S/C W/T FORD	49,083	HILL,TIMOTHY	KVUU58	2018	1/15/19	FORD	1FTEX1CP6KKC16037
P/U F150 XLT 4X2 S/C FORD	25,866	WALLACE,JAMES	LQML69	2019	7/25/19	FORD	1FTEX1CP4KKD90916
P/U F150 4X2 S/C W/T FORD	36,594	EIDE, MARC	LTCJ53	2019	8/6/19	FORD	1FTEX1CP6KKE16397
P/U F150 4X2 S/C W/T FORD	39,476	HAINES,MATTHEW	NSJL76	2020	2/25/20	FORD	1FTEX1CB8LKD50330
P/U F150 4X2 W/T FORD	22,775	RICHARDSON,BRIA	NLEN31	2019	11/25/19	FORD	1FTMF1CB2KKE57404
P/U F150 4X2 S/C U/G FORD	29,515	DARNOLD,WAYNE	NXSW94	2019	5/4/20	FORD	1FTEX1CB2LKE07542
P/U F150 4X2 S/C U/G FORD	15,020	WASHINGTON,HENR	PTXV04	2020	8/25/20	FORD	1FTEX1CB1LKE46686
P/U F150 XL 4X2 W/T FORD	9,707	COSTA,VICTOR	PTXU45	2020	8/18/20	FORD	1FTMF1CBXLKE46670
P/U F150 XL 4X2 W/T FORD	11,149	COULIBALY,DARLE	PTXU38	2020	8/18/20	FORD	1FTMF1CB1LKE46671
OO-P/U F150 XL 4X2 W/T FORD		MENEZES,GUSTAVO		2021		FORD	
OO-P/U F150 XL 4X2 W/T FORD		VELANDIA,ESTEBA		2021		FORD	
OO-P/U F150 XL 4X2 W/T FORD		BOURACHED,SOUFI		2021		FORD	
OO-P/U F150 XL 4X2 W/T FORD		COLLER,CHARLIE		2021		FORD	
OO-P/U F150 4X2 S/C U/G FORD		SHULL,NOEL		2021		FORD	
OO-P/U F150 XL 4X2 W/T FORD		DAVIS,LEQUINDRE				FORD	
OO-P/U F150 XL 4X2 W/T FORD		AGUILUZ,CARLOS				FORD	
OO-P/U F150 XL 4X2 W/T FORD		GREEN,EDWARD				FORD	
OO-P/U F150 XL 4X2 S/C FORD		REEDER,GREGORY				FORD	
FLATBED CREW F350 DRW FORD 4	84,517	SCRUGGS,MICHAEL	GVPS44	2016	9/6/16	FORD	1FD8W3HT2GED17000
15-PASSENGER VAN E350-XL FORD	47,721	I-4 HAINES	HHWQ25	2016	10/31/16	FORD	1FBAX2CM3GKA52252
P/U F250 4X2 CREWCAB FORD	81,787	RODRIGUE,MERILI	EMXC27	2016	3/14/16	FORD	1FT7W2A68GEB61818
P/U F250 4X2 CREWCAB FORD	79,259	ROBINSON,MENTOR	EMXC63	2016	3/16/16	FORD	1FT7W2A6XGEB61819
FLATBED F450 TRAFFIC TRK CREW CAB FOR		OPC SPARE	KMZC85	2017	8/30/18	FORD	1FD0W4GT4HEF20363
FLATBED F450 TRAFFIC TRK CREW (	96,172	OPC SPARE	KMZC83	2017	8/30/18	FORD	1FD0W4GT2HEF20359
FLATBED F450 TRAFFIC TRK CREW (	56,332	SR417 KING JOB	KMZC84	2017	8/30/18	FORD	1FD0W4GT2HEF20362
FLATBED F450 TRAFFIC TRK CREW CAB		OPC SPARE	QTFM15	2021	4/29/21	FORD	1FD0W4GT8MEC42769
CREWCAB FLATBED ASPH SERV F650		JURDEN,CHARLES	IPHM52	2009	8/26/09	FORD	3FRWW65D99V215875
TRUCK FLATBED ASPH SERV F650	127,962	OPC SPARE	BVQS69	2006	12/1/06	FORD	3FRWW65R77V517951
CREWCAB FLATBED ASPH SERV F7	29,744	SPARE OPC	1B78UB	2018	9/28/18	FORD	1FDNW7DC0JDF04152
CREWCAB FLATBED ASPH SERV F7	35,666	LAURENT,HERBY	IB36UB	2018	8/20/18	FORD	1FDNW7DC2JDF04153
CREWCAB FLATBED ASPH SERV F7	71,776	SAINT-HILLAIRE	LMCE21	2019	6/25/19	FORD	1FDNW7DC7KDF00536
CREWCAB FLATBED ASPH SERV F7	13,751	JURDEN, CHARLES	NKVK79	2019	6/26/20	FORD	1FDWW7DC8KDF14448
TRACTOR T800 TANDEM AXLE KEN	403,897	MONTOYA,MICHAEL	JGUL92	2007	10/5/07	KENWORTH	1XKDDU9X38J227965
TRACTOR T800 TANDEM AXLE KEN	432,634	BOOS, RICHARD	NLEN19	2009	11/9/09	KENWORTH	1XKDDU9X9AJ271149
TRACTOR TANDEM AXLE T800 KEN	360,320	JOHNSON ,GREG	Z7841U	2012	5/1/12	KENWORTH	1XKDDP9X9DJ348978
TRACTOR W900L TRI AXLE KENWO	436,585	SPARE LSR	JFMU62	2007	7/1/06	KENWORTH	1XKWPBEX17J173719
TRAILER TK70RG TANDEM AXLE TRAILKING		SPARE LSR	0953CD	2008	1/10/08	TRAILKING	1TKS048298B103562

TRAILER 50GSL 50TON EAGER BEAVER		JOHNSON,GREGORY	C8880J	2002	1/1/02	FORD	112SE25192L059365		
TRAILER 55GSL 55TON EAGER BEAVER		BOOS, RICHARD	9353CL	2007	1/1/07	EAGER BEAVE	112SAY5067L073432		
OO-TRAILER 50GSL 50TON EAGER BEAVER		TBD		2021		EAGER BEAVER			
TRAILER TK100HDG TRI AXLE TRAILKING		MONTOYA,MICHAEL	1562CE	2006	5/1/06	TRAILKING	1TKJ053386B125471		
TRAILER ENCLOSED 6X12 S/A RAMP & SD		OPC OPERATIONS	Z19AAA	2017	5/17/17	FREEDOM	5WKBE1218H1048254		
LOADER 70ZV KAWASAKI	7,563	LANDSTREET		2005	1/1/05	KAWASAKI	70C45288		
TRACTOR 210LJ JOHN DEERE W/BC	6,046	LANDSTREET		2009	1/23/09	JOHN DEERE			890167
ROAD WIDENER RW100B BLAW KN	2,586	LSR 9/16/2019		2011	3/15/12	BLAW KNOX			78446
ROLLER STATIC WEILER C307		OPC OPERATIONS		2016	4/15/16	WEILER			1059
ROLLER STATIC BW9AS BOMAG	6,685	LANDSTREET		2014	8/24/16	BOMAG	901C14621002		
ROLLER VIB CB64B CATERPILLAR	4,388	OPC 12/20/2017		2016	8/23/17	CATERPILLAR	C5600222		
ROLLER VIB CB64B CATERPILLAR	3,801	OPC OPERATIONS		2017	7/31/18	CATERPILLAR	C5600355		
ROLLER VIB CB13B CATERPILLAR	4,013	BODIFORD, FERRE		2018	10/9/18	CATERPILLAR	PWP00132		
ROLLER VIB CB13B CATERPILLAR	4,305	BODIFORD, FERRE		2018	10/9/18	CATERPILLAR	PWP00135		
VIB ROLLER CB13B CATERPILLAR	2,794	OPC PAVING		2018	10/9/18	CATERPILLAR	PWP00149		
ROLLER VIB CB13B CATERPILLAR	1,914	BROWN, DARREN		2019	6/3/19	CATERPILLAR	PWP00254		
ROLLER VIB CB13B CATEPILLAR	2,073	JAMES, BARNES		2018	6/5/19	CATERPILLAR	PWP00248		
ROLLER VIB CB54 CATERPILLAR	4,223	BROWN,DARREN		2015	1/26/15	CATERPILLAR	K3J00163		
ROLLER VIB CB54 CATERPILLAR	4,257	GREEN,ED		2014	10/7/14	CATERPILLAR	K3J00137		
ROLLER VIB CB64 CATERPILLAR	5,745	GREEN,ED		2011	9/1/16	CATERPILLAR	DJM00331		
ROLLER VIB CB64 CATERPILLAR	5,902	SUSTAITA,JOE		2011	2/29/16	CATERPILLAR	0DJM00225		
ROLLER TRAFFIC C530AH HYPAC	7,992	OPC 11/14/2017		2007	6/1/07	HYPAC	901A22202357		
ROLLER TRAFFIC 915 ROSCO	7,833	OPC		2008	5/27/08	ROSCO			49833
ROLLER TRAFFIC 915 ROSCO	2,326	LANDSTREET		2012	3/20/13	ROSCO			70798
ROLLER PNEUMATIC 915 ROSCO	472	BROWN, DARREN		2019	6/3/19	ROSCO			195046
ROLLER R.T. PTC15 BLAW KNOX	3,297	LSR		2011	6/6/16	BLAW-KNOX	PTC15KUB-73318		
TAMP PLATE WP1550AW WACKER		DROWN, DARREN		2017	9/1/17	WACKER			10738465
TAMP PLATE WP1550AW WACKER		BARNES, JAMES		2017	9/1/17	WACKER			10738467
GRADE CONTROL SYSTEM PAVESET				2002	8/1/02	PAVESET			
PAVER TRACK AP655D CATERPILLA	8,284	OPC		2015	5/11/15	CATERPILLAR	GNZ00558		
PAVER TRACK AP655F CATERPILLAI	4,405	SUSTAITA,JOE		2018	5/10/18	CATERPILLAR	MH600308		
PAVER TRACK AP1055F CATERPILL/	5,687	BROWN, DARREN		2018	4/23/18	CATERPILLAR	TJ500700		
PAVER TRACK AP1055E	5,777	AGUILUZ,CARLOS		2015	4/21/15	CATERPILLAR	TJF00225		
PAVER TRACK AP1055E CATERPILL/	8,472	SUSTAITA,JOE		2012	8/31/16	CATERPILLAR	TJF00190		
PAVER WHEEL AP1000F CATERPILL	8,506	OPC		2016	4/20/16	CATERPILLAR	AC400194		
TRANSFER VEHICLE E1250A WEILEF	6,836	HOFFMAN,TRAVIS		2014	4/15/14	WEILER	E1250A-1121		
TRANSFER VEHICLE E1250A WEILEF	5,774	TBD		2016	9/14/16	WEILER	W1140		
DISTRIBUTOR ETNYRE CENT T370 K	124,680	SPARE OPC	N9033V	2008	1/10/08	ETNYRE	3FRXF75T98V675246		
DISTRIBUTOR ETNYRE CENT T370 KENWORTH		SPARE OPC	N1978S	2008	10/13/08	ETNYRE	3FRXF75T69V110759		
DISTRIBUTOR ETNYRE CENT T370 K	67,007	GILMORE,KENNETH	N3019Y	2016	8/16/16	ETNYRE	2NKHHM7X1HM130369		
DISTRIBUTOR ETNYRE CENT T370 K	41,254	CHARLECIN, JEAN	P4501A	2018	4/24/18	ETNYRE	2NKHHM7X4JM209508		
DISTRIBUTOR ETNYRE CENT T370 K	28,754	PIERRE, MIRANDO	P61696C	2019	8/1/19	ETNYRE	2NKHHM7X4KM300005		
DISTRIBUTOR ETNYRE CENT T370 K	26,935	KISER,DONALD	P5397A	2019	12/15/19	ETNYRE	2NKHHM7X1KM300009 - S7685		
OO-DISTRIBUTOR ETNYRE CENT T370 KENWORTH		TBD	DAE5341	2021		ETNYRE	2NKHHM7X6NM490779		
BROOM MF4607M F/M MASSEY FE	1,738	OPC 10/9/2018		2018	10/9/18	SSEY FERGUS	M46070JJM70904		
BROOM MF4607M F/M MASSEY FE	1,438	BROWN, DARREN		2018	4/5/19	SSEY FERGUS	JJM72103		
BROOM MF4607M F/M MASSEY FE	1,617	OPC		2018	4/5/19	SSEY FERGUS	JJM71903		
BROOM MF4607M F/M MASSEY FE	1,390	OPC		2019	5/13/19	SSEY FERGUS	JJM72105		
OO-BROOM MF4607M F/M MASSEY FERGUSON		TBD		2021		MASSEY FERGUS	AG3M4607OMJM70204		
CONTAINER BOX 8X20				2007	7/20/07	UNKNOWN			
DENSITY MACHINE 3440 TROXLER		CHAMBERS, ERON		2004	4/1/04	TROXLER			20461
PAVEMENT QUALITY INDICATOR TROXLER		TBD		2021	3/30/21	TROXLER			2919
TRAILER W/CORE DRILL		RICHARDSON,BRIA	LTAD54	2004	3/1/04	N/A			3.50051E+14
VISCOTESTER DIGITAL				2005	10/1/05	N/A			
TRAILER W/CORE DRILL		SMITH, MICHAEL	Y63DBJ	2005	12/1/05	N/A	1DT300B11G3DT9624		
TRAILER W/ROLLING STRAIGHTEDGE		RICHARSON,BRIAN	HFCD30	2006	4/1/06	N/A	NOVIN0200497354		
PAVEMENT QUALITY INDICATOR				2006	5/1/06	N/A			
PAVEMENT QUALITY INDICATOR				2006	11/1/06	N/A			
PAVEMENT QUALITY INDICATOR				2008	3/31/08	TRANS-TECH			
TRAILER W/CORE DRILL		RICHARDSON,BRIA	719PLT	2009	8/1/10	HOME-MADE	NOVIN0200485520		
PAVEMENT QUALITY INDICATOR		STACY,MIKE		2017	8/22/17	TRANSTECH	PQI3801725		
TRAILER W/CORE DRILL & GENERATOR		SMITH, MICHAEL	2620BF	2018	4/20/18	VARIOUS	1XNU5X8G4J1082539		
PAVEMENT QUALITY INDICATOR		SMITH,MICHAEL		2019	4/12/19	TRANSTECH			
ICE MACHINE MANITOWAC		OPC PLT 5		2014	6/19/14	MANITOWOC			
TRAILER W/ROLLING STRAIGHT EDGE		RICHARDSON,BRIA	Y34ALH	1978	1/15/78	N/A	NOVIN000082475541		
TRAILER W/ROLLING STRAIGHT EDGE		RICHARDSON,BRIA	K910AU	1997	1/1/97	N/A	NOVIN000082802574		
TRAILER W/ROLLING STRAIGHT EDGE		RICHARDSON,BRIA	NYLW96	2009	8/1/07	MACHINE AN			9813595
PAVEMENT HEATER		OPC PLT 5	817QMT	2009	8/3/09	KMI KM	HEATERTRAILER		
FLOOR SAW CC1211-18 DIAMOND		BODIFORD, FERRE		2015	8/13/15	MOND PRODU			150490
FLOOR SAW CC1211-18 DIAMOND		GREEN, EDWARD		2015	8/13/15	MOND PRODU			150491
BLADE LIGHT SYSTEM VISION X		OPC		2016	3/15/16	VISION X			153498

BLADE LIGHT SYSTEM VISION X	OPC	2016	4/1/16	VISION X		153498
FLOOR SAW CC1211-18 DIAMOND	BODIFORD,FERREL	2021	4/29/21	DIAMOND		165178
TABLET APPLE IPAD AIR BLACK 16GB WI-FI &	SUSTAITA, JOE	2014	1/1/14	APPLE		
MICROSOFT SURFACE PRO 4 12.3" 256GB INTE	ADDISON,PHIL	2016	8/5/16	MICROSOFT		55003162453
HP ZBOOK 15 G4	BAKER,DUSTIN	2017	12/22/17	HP	CND75094R1	
HP ZBOOK 15 G4	MCBRAYER,JOHN	2017	12/22/17	HP	CND75094R2	
HP ZBOOK 15 G4	MENDOLARO,WILL	2017	12/22/17	HP	CND75094R3	
MICROSOFT SURFACE PRO 7 12.3" i7	ADDISON,PHIL	2020	12/1/20	MICROSOFT		16164302253
OO-LAPTOP, THINKPAD P17 11850H 32GB LEN	ROWE,CRAIG			LENOVO		
OO-LAPTOP, THINKPAD P17 11850H 32GB LENO	MONTICCO,JOE			LENOVO		
OO-LAPTOP, THINKPAD P17 11850H 32GB LENO	BAKER,DUSTIN			LENOVO		
OO-LAPTOP, THINKPAD P17 11850H 32GB LENO	MENDOLARO,WILLI			LENOVO		
OO-LAPTOP, THINKPAD P17 11850H 32GB LENO	MCBRAYER,JOHN			LENOVO		
SOFTWARE ESTIMATING HCSS	RITCHEY, JON	2008	3/1/08	INST. SYST. SPECIALISTS		
COPIER MP4502 RICOH	OPC	2012	5/30/12	RICOH	W512L501008	
COPIER, RICOH MP C3003	OPC PLANT 5	2015	9/1/15	RICHO		
L1021-COPIER IMC2500 RICOH	OPC PLANT 5			RICOH		
U-SHAPED EXECUTIVE DESK	ADDISON, PHIL	2015	3/25/15	BUSINESS INTERIORS		
WELL 4"		2001	3/1/01	N/A		
SITE IMPROVEMENTS		2001	3/1/01	N/A		

HUBBARD

PROJECT REFERENCES

PROJECT NAME	OWNER	CONTACT	ORGINAL CONTRACT AMOUNT	FINAL CONTRACT AMOUNT	START	FINISH	PROJECT DESCRIPTION
(Y16-176-RM) Term Contract for Asphalt Milling & Resurfacing	Orange County 400 East South Street Orlando, FL 32801	Edward Quinn Contract Administrator 407-836-7960 edward.quinn@ocfl.net	$ 15,709,335.00	Ongoing	04/01/16	04/01/19	Work performed under this contract includes pavement milling and resurfacing of existing roadways, issued on an as needed basis. Other related work includes leveling and base repair, adjustment or installation of manhole risers, and installation of temporary pavement markings.
(Y17-1004-B) Asphalt Milling & Resurfacing w/Friction Course & Asphalt Berms	Orange County 400 East South Street Orlando, FL 32801	Edward Quinn Contract Administrator 407-836-7960 edward.quinn@ocfl.net	$ 15,772,316.00	Ongoing	05/01/17	05/01/20	Services under this contract consist of providing all supervision, quality control, labor, materials, equipment and incidentals including mobilization and maintenance of traffic (MOT), necessary to perform the milling and resurfacing of Orange County maintained roadways, including the resurfacing of roadways that require the installation of friction course and/or asphalt berms.
(IFB-602096-14/BJC) Seminole County Pavement Management Program	Seminole County Government 1301 East Second Street Sanford, FL 32771	David Andrews Project Manager 407-665-5716 dandrews@seminolecountyfl.gov	$ 25,626,347.61	Ongoing	01/01/15	Ongoing	Pavement Management Program in which the Contractor is responsible for all labor, materials, transportation, coordination and incidentals necessary to deliver products and/or services as specified in the Contract.
(-) FY2016 Road Resurfacing	City of Maitland 1827 Fennell Street Maitland, FL 32751	Alyssa Eide City Engineer 407-875-3693 aeide@itsmymaitland.com	$ 275,023.00	$ 261,097.00	10/17/16	10/26/16	Resurfacing of various City's Streets
(-) FY2017 Road Resurfacing	City of Maitland 1827 Fennell Street Maitland, FL 32751	Alyssa Eide City Engineer 407-875-3693 aeide@itsmymaitland.com	$ 310,000.00	$ 274,274.00	08/22/17	11/06/17	Resurfacing of various City's Streets
(T5569) SR482 Resurfacing	Florida Department of Transportation 605 Suwannee Street Tallahassee, FL 32399-0450	Carlton Daley District 5 work: 321-319-8129 cell: 407-832-1694	$ 1,957,429.20	$ 2,192,855.95	04/30/17	12/27/17	The improvements under this contract consist of milling and resurfacing SR 482 (Sand Lake Rd.) with an open-graded friction course (FC-5) to improve skid resistance during wet weather conditions, provide bike lane keyholes, construct a sidewalk from Winegard Rd. to Lake Gloria Blvd., and additional pedestrian features at Voltaire Dr. with other minor ADA compliance upgrades.

HUBBARD

PROJECT REFERENCES

PROJECT NAME	OWNER	CONTACT	ORGINAL CONTRACT AMOUNT	FINAL CONTRACT AMOUNT	START	FINISH	PROJECT DESCRIPTION
(T5598) SR436 Resurfacing	Florida Department of Transportation 605 Suwannee Street Tallahassee, FL 32399-0450	Eric Plantier FDOT Oviedo Operations 407-278-2747, or 407-335 8124	$ 1,387,780.91	Ongoing	01/16/18	07/30/18	The improvements under this contract consist of milling and resurfacing, traffic signals, roadway striping, highway signing, sidewalk, guardrail, drainage and curb ramp work along SR 436.
(-) Montgomery Road Resurfacing	City of Altamonte 225 Newburyport Avenue Altamonte Springs, FL 32701	Lone "Trey" Sisk Project Manager 407-571-8572 Tsisk@altamonte.org	$ 686,287.30	$ 750,585.11	08/15/17	10/15/18	Resurfacing of Montgomery Road
(PW 1604) Road Rehabilitation - Various Streets	City of Casselberry 95 Triplet Lake Drive, 2nd Floor Casselberry, FL 32707	Kelly Brock Deputy Public Works Director/City Engineer 407-262-7725 x1235 kbrock@casselberry.org	$ 2,082,900.00	$ 2,257,103.00	05/01/17	03/01/18	Multiple locations throughout the City. Work included maintenance of traffic, clearing and grubbing, milling and resurfacing, sod, concrete sidewalk and curb, detectable warnings, traffic signal loops, signing and pavement markings.
(15ED0025) Various Roads - 8 locations	Walt Disney World Resort Jerry Vollmer P.O. Box 10000 Lake Buena Vista, FL 32830	Richard Goss Project Manager 407-509-0412	$ 723,658.00	$ 723,658.00	02/17/15	05/03/15	Milling and Resurfacing Various Roads throughout Disney property
(T5489) SR 434 Resurfacing	Florida Department of Transportation 605 Suwannee Street Tallahassee, FL 32399-0450	Kim Navarro Project Oversite 407-335-3551	$ 2,192,773.00	$ 2,266,000.00	05/01/15	12/31/15	Milling/Resurfacing, Sidewalk, Signalization and Underground Utility Improvements
(-) Resurfacing of Various Roads	City of Lake Mary P.O. Box 958445 Lake Mary, FL 32795	City of Public Works 407-585-1451	$ 165,008.76	$ 197,039.02	05/13/15	05/15/15	Resurfacing of Various Roads

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2022 **EXPIRES 9/30/2023** 5000-1063956

5000	BUSINESS OFFICE	$50.00	1000 EMPLOYEES	1801	CERTIFIED GENERAL C	$30.00	1 EMPLOYEE

TOTAL TAX	$80.00
PREVIOUSLY PAID	$80.00
TOTAL DUE	$0.00

CAHILL ALAN M- PRESIDENT
KANADAY JOSEPH MICHAEL- QUALIFIER

HUBBARD CONSTRUCTION COMPANY
1936 LEE RD

WINTER PARK FL 32789-7229

1936 LEE RD
B - WINTER PARK, 32789

PAID: $80.00 0099-01056734 7/19/2022

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2022 **EXPIRES 9/30/2023** 5000-1063956

5000	BUSINESS OFFICE	$50.00	1000 EMPLOYEES	1801	CERTIFIED GENERAL C	$30.00	1 EMPLOYEE

TOTAL TAX	$80.00
PREVIOUSLY PAID	$80.00
TOTAL DUE	$0.00

CAHILL ALAN M- PRESIDENT
KANADAY JOSEPH MICHAEL- QUALIFIER

HUBBARD CONSTRUCTION COMPANY
1936 LEE RD

WINTER PARK FL 32789-7229

1936 LEE RD
B - WINTER PARK, 32789

PAID: $80.00 0099-01056734 7/19/2022

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Hubbard Construction Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) N/A

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1936 Lee Road, Suite 300

Requester's name and address (optional)

6 City, state, and ZIP code

Winter Park, FL 32789

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	0	5	9	4	2	9	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/6/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2022

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Zurich American Insurance Company — 16535 INSURER B: XL Specialty Insurance Company — 37885 INSURER C: American Zurich Insurance Company — 40142 INSURER D: National Fire & Marine Insurance Company — 20079 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W26224997 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			GLO0184998-07	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 300,000 $ 15,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP0184997-07	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			US00064220LI22A	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0184999-07	10/01/2022	10/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Equipment Leased/Rented/Borrowed Equipment			CPP8693791-02	10/01/2022	10/01/2023	Per Occurrence any one item/ per occ Deductible	$75,000,000 $5,000,000 $100,000

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

Evidence of Coverage.

Umbrella Extends over the General Liability, Auto Liability and Workers' Compensation Employers' Liability.
SEE ATTACHED

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Charles T. Draper

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Midwest, Inc.		Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Deductible: $500,000. Umbrella is follow-form Primary policies

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company NAIC#: 20079
POLICY NUMBER: 42CNP308923-04 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each CLaim	$10,000,000
	Aggregate	$10,000,000

INSURER AFFORDING COVERAGE: Zurich American Insurance Company NAIC#: 16535
POLICY NUMBER: MBR7916193-02 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Builders Risk/Installatio	Special form incl per	$10,000,000
Water Damage	theft	$10,000,000
Transit	Limit	$10,000,000

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company NAIC#: 20079
POLICY NUMBER: 42CPL308939-04 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Claim Limit	$10,000,000
	Aggregate Limit	$10,000,000
	SIR	$100,000

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Midwest, Inc.		Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Zurich American Insurance Company NAIC#: 16535

POLICY NUMBER: CPP8693791-02 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Blanket Building and	Policy Limit- Special	$100,000,000
Personal Property	incl theft, Repl Cost	$60,000,000
Blkt Business Income	Extra Expense	

INSURER AFFORDING COVERAGE: Zurich American Insurance Company NAIC#: 16535

POLICY NUMBER: AEC 09139824-16 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Umbrella Liability	Per Occurrence	$15,000,000
	Aggregate	$15,000,000
	Prod & Comp Ops Agg	$15,000,000

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

KANADAY, JOSEPH MICHAEL

HUBBARD CONSTRUCTION COMPANY
PO BOX 547217
ORLANDO FL 32854

LICENSE NUMBER: CGC059695

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 19, 2022

HUBBARD CONSTRUCTION COMPANY
1936 LEE ROAD, SUITE 300
WINTER PARK, FLORIDA 32789

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
BASCULE BRIDGE REHABILITATION, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BASCULE SPANS, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, CURB & GUTTER, DRIVEWAYS, IRRIGATION, LIFT STATION, MILLING, PILE DRIVING, RETAINING WALLS, RIP RAP, RUBBLE RIP RAP, SOUNDWALLS, WETLAND MITIGATION AND UNDERGROUND UTILITIES.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023.**

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://fdotwp1.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 AA

for Alan Autry, Manager
Contracts Administration Office

AA:cg

HUBBARD

THIS IS TO CERTIFY, that the Board of Directors of Hubbard Construction Company, at its January 4, 2023 meeting, on motion duly made, seconded and unanimously carried, authorized Patrick Sulliot, Chairman of the Board, Alan M. Cahill, President and CEO, P. Frederick O'Dea, Jr., Vice President, CFO, Secretary & Treasurer, Thomas O. Craft, Senior Vice President, Gregory T. Gledhill, General Counsel and Assistant Secretary and William Dumas, Assistant Secretary to execute Change Orders and Contracts on behalf of the Corporation, effective on or after January 1, 2023.

P. Frederick O'Dea, Jr., Secretary

Hubbard Construction Company
P.O. Box 547217 – Winter Park, FL 32854
1936 Lee Road, Suite 300 – Winter Park FL, 32789
T/ 407-645-5500
www.hubbard.com

EXHIBIT B
BID FORM (Page 1 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY Middlesex Paving, LLC **FL CONTRACTOR LICENSE #** CGC1525524

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
FLEWELLING AVENUE MILL AND RESURFACING					
1.00	**Milling / Resurfacing / Pavement Markings**				
1.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration	$ 5,000.00	$ 5,000.00
1.02	11,066	SY	1.5” Milling (Max.)	$ 4.50	$ 49,797.00
1.03	11,066	SY	1.5” Resurface Type SP-12.5 Asphalt Paving including Tack	$ 15.00	$ 165,990.00
1.04	1	LS	Temporary Striping and Thermoplastic Final Striping	$ 2,500.00	$ 2,500.00
				Sub-Total =	$ 223,287.00

EXHIBIT B
BID FORM (Page 2 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY Middlesex Paving, LLC. **FL CONTRACTOR LICENSE #** CGC1525524

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
ADAIR STREET MILL AND RESURFACING					
2.00	**Milling / Resurfacing / Pavement Markings**				
2.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration	$ 5,000.00	$ 5,000.00
2.02	12,166	SY	1.5" Milling (Max.)	$ 4.50	$ 54,747.00
2.03	12,166	SY	1.5" Resurface Type SP-12.5 Asphalt Paving including Tack	$ 15.00	$ 182,490.00
2.04	25	TONS	Overbuild at Nicole Blvd. (SP-12.5)	$ 200.00	$ 5,000.00
2.05	1	LS	Temporary Striping and Thermoplastic Final Striping	$ 25,000.00	$ 25,000.00
				Sub-Total =	$ 272,237.00

EXHIBIT B
BID FORM (Page 3 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY Middlesex Paving, LLC. **FL CONTRACTOR LICENSE #** CGC1525524

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
OLD WINTER GARDEN ROAD MILL AND RESURFACING					
3.00	**Milling / Resurfacing / Pavement Markings**				
3.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration	$ 50,000.00	$ 50,000.00
3.02	55,653	SY	1.5" Milling (Max.)	$ 4.50	$ 250,438.50
3.03	55,653	SY	1.5" Resurface Type FC-12.5 Asphalt Paving including Tack	$ 20.00	$ 1,113,060.00
3.04	1	LS	Temporary Striping and Thermoplastic Final Striping	$ 124,000.00	$ 124,000.00
3.05	1	LS	Traffic Signal Loops	$ 98,500.00	$ 98,500.00
				Sub-Total =	$ 1,635,998.50

EXHIBIT B
BID FORM (Page 4 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY Middlesex Paving, LLC. **FL CONTRACTOR LICENSE #** CGC1525524

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
THE RESERVE SUBDIVISION MILL AND RESURFACING					
4.00	**Milling / Resurfacing / Pavement Markings/Signal Loops**				
4.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration	$ 10,000.00	$ 10,000.00
4.02	23,645	SY	1.25" Milling (Max.)	$ 4.50	$ 106,402.50
4.03	23,645	SY	1.25" Resurface Type SP-9.5 Asphalt Paving including Tack	$ 12.50	$ 295,562.50
4.04	1	LS	Temporary Striping and Thermoplastic Final Striping	$ 5,000.00	$ 5,000.00
				Sub-Total =	$ 416,965.00

TOTAL BASE BID = $ 2,548,487.50

Two Million Five Hundred Forty-Eight Thousand Four Hundred Eighty Seven Dollars and Fifty Cents

21. **LIST OF SUBCONTRACTORS:**

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

Mill-It Corporation/ 9630 Discovery Court, Altamonte Springs, FL 32714/ 59-2326966/ Brian Bortell/3 21-231-5058/ Asphalt Milling

Tru-Mark, Inc./31719 Long Acres Drive, Sorrento, FL 32776/20-1385712/ Norman Gaines/ 352-735-8394/ Pavement Markings

Sweep-It, LLC./ 5300 Vista Club Run, Sanford, FL 32824/ 46-4551874/ Lupe Aranda/ 407-915-5123/ Clean-up Services

American Pride Construction Services, Inc./ 8601 5th Street, Orlando, FL 32836/ 02-0605255/ Faisal Waseem/ 863-557-1984/ Signal Loop Installation

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

22. **EQUIPMENT LISTING**:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

Attached is a complete list of Middlesex Paving, LLC. owned equipment to support milling and asphalt paving work.

23. **REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK**

The Bidder shall complete the following blanks regarding experience with similar type of work. Bidder must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

05/23/2019 Asphalt Paving Projects FY19 / $463,994 / City of Ocoee, 150 N. Lakeshore Dr., Ocoee, FL 34761 / 321-281-7025 / rcampanale@ocoee.org / Richard Campanale

02/10/2020 Asphalt Paving 2020 / $1,977,948 / City of Winter Garden, 300 West Plant St, Winter Garden, FL 34787 / 407-656-4111 ext. 263 / jwilliams@cwgdn.com / Jon Williams

08/11/2020 Asphalt Paving Projects FY20 / $903,548 / City of Ocoee, 150 N. Lakeshore Dr., Ocoee, FL 34761 / 321-281-7025 / rcampanale@ocoee.org / Richard Campanale

01/04/2021 Asphalt Resurfacing / $1,974,438.10 / City of Oviedo, 400 Alexandra Blvd, Oviedo, FL 32765 / 407-971-5651 / astewart@cityofoviedo.net / Alexis Stewart

11/02/2021 Asphalt Paving Projects FY 2021/ $1,505,201/City of Ocoee, 301 Maguire Rd, Ocoee, FL 34761/ 321-281-7025/ Rcampanale@ocee.org/ Richard Campanale

12/17/2021 2022 Street Resurfacing/ $1,924,141/ City of Winter Garden, 300 West Plant Street, Winter Garden, FL 34787/ 407-656-4111 ext. 263/ jwilliams@cwgdn.com/ Jon Williams

6/29/2022 WDW Resort Property Wide FY 22 Q4 Paving/ $3,370,000/ Walt Disney World Resort, PO Box 10000, Lake Buena Vista, FL 32830/ 407-404-1933/ michael.a.lisi@disney.com/ Michael Lisi

Have you any similar work in progress at this time? Yes X No ___.
Length of time in business 9 yrs under MPLLC

Bank or other financial references:
Bank of America
One Federal Street
Boston, MA 02110
Contact: Thomas Brennan, Senior Vice President
(617) 434-4512

(Attach additional sheets if necessary)

24. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state.
N/A

25. **ACKNOWLEDGEMENT OF ADDENDA:**

Bidder acknowledges receipt of the following addenda:

No. 1 Dated February 2, 2023
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

(remainder of page left blank intentionally)

MIDDLESEX PAVING LLC

EM Equipment List - Summary

504015	1999 MACK RD688S TRI-AXLE DUMP	1M2P267C0XM045286
504027	2005 MACK CV713 TRIAXLE DUMP	1M2AG11C55M035840
504028	2005 MACK CV713 TRIAXLE DUMP	1M2AG11C75M035841
504030	2005 MACK CV713 TRIAXLE DUMP	1M2AG11C05M035843
504032	2007 MACK CV713 TRIAXLE DUMP	1M2AG11C77M063352
504033	2007 MACK CV713 TRIAXLE DUMP	1M2AG11C97M063353
504034	2007 MACK CV713 TRIAXLE DUMP	1M2AG11C07M063354
504035	2007 MACK CV713 TRIAXLE DUMP	1M2AG11C27M063355
504036	2007 MACK CV713 TRIAXLE DUMP	1M2AG11C47M063356
504037	2007 MACK CTP713B TRIAXLE DUMP	1M2AT13C17M002183
504038	2007 MACK CTP713B TRIAXLE DUMP	1M2AT13C37M002184
504039	2007 MACK CTP713B TRIAXLE DUMP	1M2AG13C77M002236
504040	2007 MACK CTP713B TRIAXLE DUMP	1M2AT13C48M003652
504041	2007 MACK CTP713B TRIAXLE DUMP	1M2AT13C48M003653
504042	2013 MACK GU813 TRIAXLE DUMP	1M2AX13C3DM020880
504043	2013 MACK GU813 TRIAXLE DUMP	1M2AX13C5DM020881
504044	2013 MACK GU813 TRIAXLE DUMP	1M2AX13C7DM020882
504045	2013 MACK GU813 TRIAXLE DUMP	1M2AX13C9DM020883
504046	2013 MACK GU813 TRIAXLE DUMP	1M2AX13C0DM020884
504047	2016 MACK GU813 TRI-AXLE	1M2AX13C3GM060073
504048	2016 MACK GU813 TRI-AXLE	1M2AX13C5GM060074
504049	2016 MACK GU813 TRI-AXLE	1M2AX13C7GM060075
504050	2016 MACK GU813 TRI-AXLE	1M2AX13C9GM060076
504051	2016 MACK GU813 TRI-AXLE	1M2AX13C0GM060077
504052	2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C1HM037277
504053	2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C3HM037278
504054	2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C5HM037279
504055	2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C1HM037280
504056	2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C3HM037281
504057	2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13CXJM039776
504058	2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C1JM039777
504059	2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C3JM039778
504060	2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C5JM039779
504061	2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C1JM039780
504062	2019 Mack GR64B Dump Truck	1M2GR2GC8KM004126
504063	2019 Mack GR64B Dump Truck	1M2GR2GC1KM004128
504064	2019 Mack GR64B Dump Truck	1M2GR2GC3KM004129
504065	2019 Mack GR64B Dump Truck	1M2GR2GC1KM004131
504066	2019 Mack GR64B dump truck	1M2GR2GC3KM004132
504067	2019 Mack GR64B dump truck	1M2GR2GC9KM004135
504068	2019 Mack GR64B dump truck	1M2GR2GCXKM004127
504069	2019 Mack GR64B dump truck	1M2GR2GCXKM004130
504070	2019 Mack GR64B live bottom truck	1M2GR2GC5KM004133
504071	2019 Mack GR64B live bottom truck	1M2GR2GC0KM004136
504072	2019 Mack GR64B live bottom truck	1M2GR2GC2KM004137
504073	2019 Mack GR64B live bottom truck	1M2GR2GC7KM004134

503533	2015 LEEBOY ROSCO MAXIMIZER	1FVACXDT7GHHC8082
503534	2017 LEEBOY MAXIMIZER III DISTRIBUTOR TRUCK	1FVACXDT1HHHZ9865
503535	2017 Freightliner Tack Distributor Truck	3ALACXDT0HDJF0251
503536	2018 TACK TRUCK	1FVACXFC5JHJP4269
T528	2005 TRAILBOSS 50 TON TRAILER	4SODK533851001880
T529	2005 EAGER BEAVER 50GS TRAILER	112SE25165L068495
T532	2009 INTERSTATE 12BST TRAILER	1JKBST1209M010542
T537	2016 TOWMASTER T-12DT TRAILER	4KNTT1424GL162011
T538	2016 TOWMASTER T-12DT TRAILER	4KNTT1426GL162012
T547	2017 EAGER BEAVER LOW BED TRAILER	112SE2486HL081587
T548	2017 EAGER BEAVER LOW BED TRAILER	112SE2488HL081588
505108	2006 MACK CV713 LOWBED TRACTOR	1M2AG10Y06M042550
505109	2006 MACK CV713 LOWBED TRACTOR	1M2AG10Y26M042551
505110	2015 MACK TRACTOR CHN613	1M1AN07Y3FM018110
505111	2017 MACK CHU613 TRACTOR	1M1AN07Y7HM026634
505112	2018 Mack CHU613 Low Bed Tractor	1M1AN07YXJM026875
505113	2019 Mack Pinnacle 64T Tractor	1M1PN4GY8KM002089
AGR206	2016 ROADTEC RX700E MILL	RX700E-4X2078
AGR205	2013 ROADTEC RX600e COLD PLANER	RX-600E-4X2027
AGR207	2018 Roadtec RX700 Milling Machine	RX-700e-4-4002
ATA521	WORKSITE PRO CP18C PLANER AKA MILLHEAD)	IIT0CP18CEB0000024
ATA522	WORK SITE PRO CP18 PLANER (AKA MILLHEAD)	IT0CP18CT0000030
P533	2008 CAT AP655D PAVER	GNZ00288
P538	2016 8" ROADTEC RP-175E RUBBER TIRE PAVER	RP175E-4020
P534	2011 ROADTEC RP190 RUBBER TIRE PAVER	RP190X400
P535	2015 ROADTEC RP-190 10' RUBBER TIRE PAVER	RP190EX4024
P536	2016 ROADTECT RP190 10' RUBBER TIRE PAVER	RP190EX4047
P537	2016 ROADTECT RP190 10' RUBBER TIRE PAVER	RP190E-4080
P539	2018 ROADTEC RP195 TRACK PAVER	RP195x4085
MTV501	2008 ROADTEC SHUTTLE BUGGY SB2500D	SB2500DX990
MTV502	2017 ROADTEC SB1500 SHUTTLE BUGGY	SB1500EX4031
RS546	2014 WEILER C307 SPLIT DRUM ROLLER	C1050
RS547	2016 WEILER C307 SPLIT DRUM COMPACTOR	W1064A
RT539	2013 BLAW-KNOX PTC15 RUBBER TIRE ROLLER	100725
RT540	2013 BLAW KNOX PTC15 RUBBER TIRE COMPACTOR	100726
RT541	2016 BLAW KNOX PTC15	142616
RT537	2007 BOMAG BW24RH COMPACTOR	101538001050
RT538	2007 ROSCO 915 COMPACTOR	47900
SW534	2012 LEEBOY CHALLENGER V PUSH BROOM	4870-76970
SW535	2012 LEEBOY CHALLENGER V PUSH BROOM	4870-76971
SW538	2015 ROSCO CHALLENGER VI BROOM	123495
SW541	2015 CHALLENGER VI BROOM	129582
SW542	2015 CHALLENGER VI BROOM	129583
SW544	2016 Blaw Knox FB90	144072
SW545	2016 Blaw Knox FB90	FB90-144071
504028-2	Water Tank Conversion for 504028	1M2AG11C75M035841
502502	2000 INTERNATIONAL 47000 4X2 TOOL TRUCK	1HTSCAAM5YH312127

502503	2003 INTERNATIONAL 4300 TOOL TRUCK	1HTMMAAM13H589310
502504	2005 INTERNATIONAL 4300 TOOL TRUCK	1HTMMAAM85H101926
502506	2006 INTERNATIONAL 4300 TOOL TRUCK	1HTMMAAN36H305625
502507	2017 FORD F-750	1FDXW7DE7HDB04206
502508	2017 FORD F-750	1FDXW7DE9HDB04207
502509	2017 FORD F-750	1FDXW7DE1HDB05402
502510	2019 FORD F750 BOX TOOL TRUCK	1FDXW7DEXKDF00024
502511	2019 FORF F750 BOX TOOL TRUCK	1FDXW7DE1KDF00025
RSV553	2007 CAT CB534DXW VIBE ROLLER	EAA00547
RSV556	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR	C5600252
RSV557	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR	C5600269
RSV558	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR	C5600270
RSV559	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR	C5600271
RSV560	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR	C5600288
RSV561	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR	C5600290
RSV562	2018 Cat CB64B Paving Vibe Roller	C5600418
RSV563	2018 Cat CB64B Paving Vibe Roller	C5600421
RSV564	2018 Cat CB64B Paving Vibe Roller	C5600424
RSV565	2018 Cat CB64B Paving Vibe Roller	C5600425
SKS519	2015 CAT 262D SKID STEER	DTB03708
SKS520	2015 CAT 262D SKID STEER	DTB03716
SKS521	2016 CAT 262D	DTB04937
SKS522	2016 CAT 262D	DTB04941
SKS525	2016 CAT 262D w/Millhead	DTB05745
SKS526	CAT 262 SKID STEER	DTB07901
SW540	2015 ELGIN BROOM BEAR	1FVACXCY4GHGW1801
SW543	2016 ELGINE BROOM BEAR	1FVACXCY7GHHR3676
SW546	Broom Bear Truck Sweeper	1FVACXFE6JHJY7193
T534	2015 EAGER BEAVER 50GSL/PT	112SE489FL080382
T535	2016 TOWMASTER 16' SKIDSTEER TRAILER	4KNTT1429GL160545
T536	2016 TOWMASTER 16' SKIDSTEER TRAILER	4KNTT142XGL160764
T550	2016 TOWMASTER T-12DT 16' SKIDSTEER TRAILER	4KNTT1423HL161577
201308	2011 FORD F150 4X4 SUPERCAB	1FTFX1ET6BKD45510
201311	2011 FORD F150 4X4 SUPERCAB	1FTFX1ET1BKD45513
201315	2012 FORD F150 XL (LUP699)	1FTMF1EM4CKD62312
201317	2012 FORD F150 XL (LUP703)	1FTMF1EM8CKD62314
201385	2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG2GKE84978
201386	2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG4GKE84979
201388	2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG2GKE84981
201392	2016 FORD F150 XL REG CAB	1FTMF1EP7GKE85568
201399	Ford F150 XLT Pickup	1FTFX1EG3HKD48294
201400	Ford F150 XL Pickup	1FTFX1EG5HKD48295
203590	2012 FORD F250 XL 4X2 SUPERCAB	1FD7X2A63CEB81977
503306	2011 International 4300SBA Durstar 2000 Gallon Water Truck	1HTMMAAM4BH282910
503307	2011 International 4300SBA Durastar 2000 Gallon Water Truck	1HTMMAAM4BH283121
504019	1999 MACK RD688S WATER TRUCK	1M2P267C2XM045290

EXHIBIT C
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Middlesex Paving, LLC _____, as Principal, and Travelers Casualty and Surety Company of America _____ 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) $ Five Percent (5%) of Amount 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 2nd day of February, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **ITB #23-003 Asphalt Paving Projects for FY 2023 (Project).**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

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

3. This obligation shall be null and void if:

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

   3.2 All bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof

agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.

If Bidder is **SOLE PROPRIETORSHIP**, complete this signature block.

_____ (Individual's Signature)	(1) _____ (Witness)
_____ (Individual's Signature)	(2) _____ (Witness)
doing business as _____	**(SEAL)**
_____ (Business Address)	
_____ (Telephone No.) _____ (Florida License No.)	

If Bidder is **PARTNERSHIP**, complete this signature block.	
_____ (Partnership Name)	(1) _____ (Witness)
_____ (General Partner's Signature)	(2) _____ (Witness)
_____ (General Partner's Name)	**(SEAL)**
_____ (Business Address)	
_____ _____ (Telephone No.) (Florida License No.)	

If Bidder is **CORPORATION**, complete this signature block.

Middlesex Paving, LLC.
(Corporation Name)

Florida
(State of Incorporation)

By: Michael Iapaluccio
(Name of Person Authorized to Sign - See Note 1)

Vice President Paving
(Title)

(Authorized Signature)

Robert Pereira II
(Corporation President)

10801 Cosmonaut Blvd, Orlando, FL 32824
(Business Address)

407-206-0077 (Telephone No.)

CGC1525524 (Florida License No.)

(1) _____ (Witness)

(2) _____ (Witness)

MIDDLESEX PAVING LLC
LIMITED LIABILITY COMPANY
(SEAL)
2012
FLORIDA

SURETY

Travelers Casualty and Surety Company of America (Surety Business Name) One Tower Square, Hartford, CT 06183 (Principal Place of Business) By: _____ (Surety Agent's Signature - See Note 2) Nicole Roy (Surety Agent's Name) Attorney-in-Fact; FL Non-Resident License No. W051277 (Surety Agent's Title) Alliant Insurance Services, Inc. (Business Name of Local Agent for Surety) 131 Oliver Street, 4th Floor, Boston, MA 02110 (Business Address) (617) 535-7200 (Telephone No.) N/A (Bond No.)	Witness: (If agency is not a Corporation) (1) _____ (Witness) (2) _____ (Witness) Attest: (If Agency is a Corporation) _____ (Corporate ~~Secretary~~ XXXXX Signature) Witness Gabriela Camacho (Corporate ~~Secretary~~ XXXXX Name) Witness (Corporate Seal)

NOTES:

(1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.

(2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".

(3) Above addresses are to be used for giving required notice.

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

(5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Massachusetts)

COUNTY OR CITY OF Boston)

Before me, a Notary Public, personally came Nicole Roy known to me, and known to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America (Surety Company), a Connecticut (State) Corporation, which

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

Travelers Casualty and Surety Company of America (Surety Company) were affixed by order and authority of said Company's Board of Directors,

and that the execution of the attached bond is the free act and deed of Travelers Casualty and Surety Company of America (Surety Company).

Given under my hand and seal this 2nd day of February, 2023.

(Notary Public)

My Commission Expires June 5, 2026.

SANDRA C. LOPES
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
June 05, 2026

END OF SECTION

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **NICOLE ROY** of **BOSTON**, **Massachusetts**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of February, 2023.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

MIDDLESEX PAVING LLC

At a meeting of the Board of Directors of MIDDLESEX PAVING, LLC held on April 27, 2022, at which all the Directors were present or waived notice, it was VOTED, that Robert W. Pereira, Chief Executive Officer & Managing Member; Robert W. Pereira II, President and Chief Operating Officer & Managing Member; David P. Socci, Senior Vice President Preconstruction, Assistant Secretary & Manager; Peter J. Martinkus, Senior Vice President Finance, CFO, Secretary & Manager and Michael J. Iapaluccio, Vice President Paving; be and they hereby are authorized to execute bids, contracts, bonds, and owners' payment requisitions in the name and on behalf of said Corporation, and affix its Corporate Seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such Chief Executive Officer, President, Vice President, and Secretary under seal of the Corporation, shall be valid and binding upon this Corporation.

A true copy

ATTEST: _____
Peter J. Martinkus
Secretary

MIDDLESEX PAVING LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

Place of Business: 10801 Cosmonaut Blvd
Orlando, Florida 32824

Date: 2/7/2023

I hereby certify that I am the Secretary of MIDDLESEX PAVING, LLC, that Robert W. Pereira is the duly elected Chief Executive Officer & Managing Member, Robert W. Pereira II is the duly elected President, Chief Operating Officer & Managing Member, and David P. Socci is the duly elected Senior Vice President Preconstruction & Assistant Secretary & Manager, Peter J. Martinkus & Michael J. Iapaluccio, Vice President Paving is the duly elected Senior Vice President Finance, CFO, Secretary & Manager of said Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

_____
Peter J. Martinkus
Secretary

MIDDLESEX PAVING LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

Officers and Board Members of
Middlesex Paving, LLC.
Principal Office:
10801 Cosmonaut Blvd
Orlando, FL 32824

Name	Title	Office
Robert W. Pereira	Chief Executive Officer & Managing Member	10801 Cosmonaut Boulevard, Orlando, FL 32824
Robert W. Pereira II	President & Chief Operating Officer & Managing Member	One Spectacle Pond Road, Littleton, MA 01460
David Socci	Senior Vice President Preconstruction & Assistant Secretary & Manager	One Spectacle Pond Road, Littleton, MA 01460
Peter J. Martinkus	Senior Vice President Finance, CFO & Secretary & Manager	One Spectacle Pond Road, Littleton, MA 01460
Michael J. Iapaluccio	Vice President Paving	10801 Cosmonaut Boulevard, Orlando, FL 32824

Attachment A

ocoee
florida

EXHIBIT D - ITB #23-003 BID CONFLICT OF INTEREST DISCLOSURE FORM

The 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:

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:

Middlesex Paving, LLC.
Firm Name

MIDDLESEX PAVING LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

Signature

Michael Iapaluccio, Vice President Paving
Name and Title (Print or Type)

February 7, 2023
Date

EXHIBIT E
ITB #23-003 DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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: Middlesex Paving, LLC.

Signed: _____

By: Michael Iapaluccio
(Print or Type Name)

Title: Vice President Paving

Date: February 7, 2023

END OF SECTION

EXHIBIT F - BID # 23-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

Middlesex Paving, LLC.
COMPANY NAME

407-206-0077
TELEPHONE (INCLUDE AREA CODE)

407-206-3559
FAX (INCLUDE AREA CODE)

mikei@middlesexco.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

Michael Iapaluccio, Vice President Paving
NAME/TITLE (PLEASE PRINT)

10801 Cosmonaut Blvd
STREET ADDRESS

Orlando, FL 32824
CITY STATE ZIP

FEDERAL ID # 46-1625297

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

_____

_____

MIDDLESEX PAVING LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

_____Individual _____Corporation _____Partnership X Other (Specify) LLC.

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 7th day of February, 2023.

Personally Known X or

Produced Identification _____

_____
(Type of Identification)

Notary Public - State of Florida
County of Orange

Signature of Notary Public

Evelyn S Sergeant
Printed, typed or stamped
Commissioned name of Notary Public

EVELYN S. SERGEANT
MY COMMISSION # GG 353009
EXPIRES: July 19, 2023
Bonded Thru Notary Public Underwriters

Middlesex Paving, LLC.

Prequalification Certificates,

Licenses and

Affirmative Action Plan

RON DESANTIS
GOVERNOR

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 9, 2022

MIDDLESEX PAVING, LLC
10801 COSMONAUT BOULEVARD
ORLANDO, FLORIDA 32824

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
FLEXIBLE PAVING, HOT PLANT-MIXED BITUM. COURSES, Driveways, Milling.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023.**

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://fdotwp1.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

for Alan Autry, Manager
Contracts Administration Office

AA:cg

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

PEREIRA, ROBERT WILLIAM II

MIDDLESEX PAVING, LLC
10801 COSMONAUT BLVD
ORLANDO FL 32824

LICENSE NUMBER: CGC1525524

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2022

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	CONTACT NAME:	
Alliant Insurance Services, Inc. 200 S. Wacker Drive, Suite 3030 Chicago IL 60606	PHONE (A/C, No, Ext): 312.546.5624	FAX (A/C, No):
	E-MAIL ADDRESS: TMCCerts@alliant.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Executive Risk Indemnity Inc	35181
INSURER B : Federal Insurance Company	20281
INSURER C : Chubb National Insurance Compa	10052
INSURER D : National Fire & Marine Insuran	20079
INSURER E : Lexington Insurance Company	19437
INSURER F : Zurich American Insurance Comp	16535

INSURED: MIDSEXC-01
Middlesex Paving LLC
10801 Cosmonaut Boulevard
Orlando, FL 32824

COVERAGES **CERTIFICATE NUMBER:** 1751335961 **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 C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	54309974 54309975	7/1/2022 7/1/2022	7/1/2023 7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	54309973	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B D E	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	9365-2728 42-XSF-308038-04 23627748	7/1/2022 7/1/2022 7/1/2022	7/1/2023 7/1/2023 7/1/2023	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC0381368-07	7/1/2022	7/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Middlesex Paving, LLC
10801 Cosmonaut Blvd.
Orlando FL 32824

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwanee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

4/1/2022

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

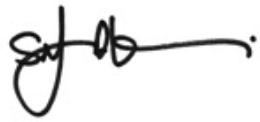
The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

MIDDLESEX PAVING, LLC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,



Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 4/1/2025

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

Middlesex Paving LLC hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.

Date: March 31, 2022 By: _____ Signature

Corporate FEID No.: 46-1625297 Robert W. Pereira, II, President & COO Printed name & title

DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

(1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
(2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

DBE LIAISON OFFICER:

NAME: Evelyn Sergeant
TITLE: Coordinator-Estimating
EMAIL: eseargeant@middlesexco.com
ADDRESS: 10801 Cosmonaut Blvd Orlando FL 32824

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, notrejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.

THE MIDDLESEX CORPORATION

DRUG-FREE WORKPLACE

POLICY SUMMARY

September 2018

IMPORTANT: This document is only a summary of The Middlesex Corporation's official Drug-Free Workplace Policy. The official copy is available to all Team Members for their review and should be reviewed with respect to specific terms, definitions, or procedures. This policy does not create a binding employment contract or modify an existing contract.

Disclaimer & Statement of Copyright

This document has been prepared for The Middlesex Corporation with every effort made to ensure accuracy and completeness. Responsibility for any errors or omissions, or responsibility for any interpretations, applications, and changes made by The Middlesex Corporation are that of The Middlesex Corporation. The enclosed document is not intended to substitute for a labor attorney should legal advice or representation be necessary in protecting the company's legal rights. The Middlesex Corporation should consult and rely upon the advice of their own legal counsel when making decisions pertaining to their Team Members.

All rights reserved.

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PURPOSE

The Middlesex Corporation (TMC or "the company") is committed to providing a safe, healthy, and productive work environment. Therefore, to meet this objective, as well as our obligations under applicable federal and state laws, TMC has a Drug-free Workplace Policy and program that provides TMC with reasonable measures to ensure that a Team Member drug or alcohol problem does not jeopardize the successful operation of our business, or otherwise negatively affect TMC, our Team Members, or the general public.

While it is not TMC's intention to intrude into the private lives of its Team Members, TMC does expect Team Members to report to work in fit condition to perform their duties. We realize that Team Members with drug and alcohol problems make up only a small percentage of the workforce, and also recognize that having a Drug-free Workplace Policy will benefit all Team Members.

WHO IS COVERED

The drug-free workplace policy covers all temporary Team Members, part-time Team Members, and full-time Team Members, including independent contractors, subcontractors and interns of TMC. Team Members who are covered under the Department of Transportation (DOT) regulations must comply with the DOT regulated rules, as well as TMC's company policy and may contact a Site Safety Manager or the HSE Corporate Director for a copy of the DOT Rules.

AVAILABILITY OF TREATMENT

All eligible part-time, full-time, and temporary Team Members and their family members have access to the Employee (Team Member) Assistance Program (EAP) at no charge.

Should there be a need for treatment, coverage is based on the parameters set forth in the Team Member's medical benefits plan. Team Members who participate in another provider's plan should refer to that plan to determine what coverage is available. Team Members are responsible for all costs of treatment that are not covered by their applicable medical benefits plan.

SUPPORT FOR VOLUNTARILY SEEKING HELP

To assist Team Members in obtaining treatment, TMC offers the services of an EAP, which provides assessment, counseling, and referral services for eligible Team Members with substance abuse and other personal problems. This service may be accessed 24 hours a day, 365 days a year. The EAP provides experienced counselors to help with personal problems, including those related to drug and alcohol. Confidentiality is assured.

Team Members who undergo voluntary counseling or treatment that continue to work are subject to the same job performance and behavior standards as other Team Members. As is the case of all Team Members, those seeking voluntary counseling or treatment who fail to meet performance standards will be subject to disciplinary action.

When treatment is necessary, coverage is based on the parameters set forth in the medical benefits plan. Team Members are solely responsible for all costs of treatment not covered by their applicable medical benefits plan.

INTERVENTION

Due to the fact that substance abuse often involves denial of the problem, many abusers do not voluntarily seek treatment. In such cases, TMC reserves the right to intervene.

Intervention by a Supervisor or Manager: Whenever a supervisor or manager believes a Team Member or supervisor or manager's behavior and/or action(s) may be related to the use of drugs or alcohol, the supervisor or manager will take appropriate action, which may include a drug and alcohol test, as described in the Referral Procedures Section of this Policy. A supervisor or manager failing to take action when he/she believes a Team Member or supervisor or manager's behavior and/or action(s) may be related to the use of drugs or alcohol may lead to disciplinary action up to and including termination.

Intervention by a Team Member: Whenever a Team Member has reasonable suspicion, as defined in the Appendix, that the questionable behavior and/or action(s) of a fellow Team Member, supervisor, or manager may be related to the use of drugs or alcohol, the Team Member should contact a Department Manager or a Project Manager or a member of the Department. The information provided to the individual is confidential. He/she will pursue the situation based on appropriate procedures.

PROHIBITED CONDUCT

TMC has defined Team Member conduct that is prohibited on company property, on company business, and in company-supplied vehicles or personal vehicles being used for company business or during working hours. The policy lists the prohibited conduct, with the following as *only examples* of such prohibited conduct:

- Use, possession, manufacture, distribution, attempted distribution, dispensation, attempted dispensation, sale, attempted sale, purchase, attempted purchase, cultivation, or storage or being "under the influence" of illicit drugs (defined as a positive test result);

  IMPORTANT: In accordance with Federal law, TMC does not allow any Team Member to use, possess, cultivate, manufacture, distribute, dispense, sell, or store marijuana under any circumstance. Based on this, the company does not accept a medical marijuana card or a letter recommending/prescribing the use of marijuana for any reason.

  In addition, in accordance with Federal law, TMC does not allow any Team Member to use, possess, consume, distribute, store or be under the influence of any synthetic drugs simulating the effects of cannabinoid, cocaine or amphetamine products.

- Unauthorized use, possession, or being "under the influence" of alcohol (defined as a breath alcohol concentration of .01 or higher, unless otherwise specified in the Permitted Conduct section of this policy summary);

  In addition, TMC prohibits Team Members who leave company property during work hours to consume alcohol if they will be returning to work (e.g. meals, breaks, between sales or service calls), unless otherwise specified in the Permitted Conduct section of this policy summary.

- Conviction for any criminal drug or alcohol statute for a violation occurring in the workplace, while conducting company business, while driving company owned, rented or leased vehicles or personal vehicles being used for company business, or which is directly related to your job or creates an unreasonable risk of harm to property or to the welfare of Team Members or customers of the company or the general public.

- Failing to notify an HSE Director of any criminal drug or alcohol statute conviction or arrest within 24 hours or the next working day for a violation occurring in the workplace, while conducting company business, while driving company owned, rented or leased vehicles or personal vehicles being used for company business, or which is directly related to your job or creates an unreasonable risk of harm to property or to the welfare of Team Members or customers of the company or the general public.

- Failing to report any change in driver's license status (restrictions or loss of license), within 24 hours or the next working day, to his/her supervisor, if his/her job function may include driving a vehicle for company business.

- Taking a prescription drug that is not according to their physician's direction, as well as not following manufacturers' directions when taking over-the-counter drugs.

  Note: Team Members in safety-sensitive positions must report to his/her supervisor the use of a prescription drug that may alter the Team Member's physical or mental ability to perform his/her safety-sensitive function and must provide a note, based on the Team Member's job description, from the prescribing licensed physician that the Team Member is able to continue to perform his/her safety-sensitive job function for the term of the prescription, including any specified restrictions.

  The prescription is to be written in the Team Member's own name only and from a foreign country are not acceptable. The type of drug being taken and the purpose for taking the drug need not be reported. The Team Member's supervisor and an HSE Director or the Director of Human Resources will determine whether the Team Member's job assignment should be temporarily changed while the prescription is being administered. Sick leave, short-term disability, and/or vacation time may be use if available. All other leave will be unpaid.

- Refusing to consent to, remain ready for, cooperate with, submit to, or tampering with a drug and/or alcohol specimen or testing process when required under the policy including switching, substituting, adulterating, or diluting a specimen when collected for a drug or alcohol test;

- Refusing to sign the Drug-Free Workplace Policy Acknowledgment and Consent Form or the Rehabilitation Agreement when required is a violation of the policy;

- Failure to notify the designated manager when contacted to report for duty outside the Team Members scheduled shift – not previously scheduled, when the Team Member believes that he/she may be under the influence of drugs and/or alcohol, as defined above. The manager contacted by the Team Member will determine if the Team Member shall report to work.

- Having any drug or alcohol statute conviction or arrest or engaging in the following conduct, either off company premises or during off-duty hours:
  - Possession, use, manufacture, distribution, dispensation, cultivation or sale of controlled substances, illegally used drugs, or alcohol off company premises that may adversely affect the company, the Team Member's work performance, or the Team Member's safety, others' safety at work or the general public
  - Illegal use of legal substances off company premises or during off-duty hours that may adversely affect the company, the Team Member's work performance, the Team Member's safety or others' safety at work or the general public

PERMITTED CONDUCT

TMC never encourages the consumption of alcohol. However, TMC permits the consumption, possession and storage of alcohol under the following exceptions. *Nevertheless, these exceptions:*

- Do not permit any Team Member to be under the influence of alcohol, which is a BrAC of .04 or higher;
- Do not permit consumption of alcohol at any time by underage persons;
- Require all Team Members who are covered under the DOT/FMCSA regulations to comply with the DOT/FMCSA regulated rules pertaining to the consumption and storage of alcohol.

GUIDELINES:

For purposes of this policy, 1 drink equals 1.5-ounces of 80-proof alcohol, a 5-ounce glass of wine, or a 12-ounce beer. As a guideline, an individual weighing 180 pounds who consumes 2 drinks in one hour will have an approximate alcohol level of .04 BrAC. A 120-pound individual consuming 2 drinks in one hour will have an approximate alcohol level of .06 BrAC. Consuming the same number of drinks consuming higher proof liquor or higher gravity beers can cause a greater under-the-influence levels.

It is important for Team Members to note reaching the under-influence level, as defined in this policy, will vary individual by individual. It is related to a number of factors, such as the person's age, gender, amount of food in the stomach, prior experience with drinking, level of tolerance and the individual's weight.

In accordance with the conditions above, consumption of alcohol will be seen as a violation of the policy unless expressly permitted below.

- Consumption of alcohol is permitted while attending a mandatory or non-mandatory company-sponsored function, if consumption is authorized in advance by a member of the ELT of TMC.

  Consumption of alcohol is permitted while attending professional events, including professional association meetings. *However, consumption is not permitted during the normal working hours of 7:00 a.m. to 5:00 p.m. or until the official meeting and/or training sessions have concluded, unless otherwise authorized by a member of ELT.*

- Consumption of alcohol is permitted while conducting business-related entertainment <u>with non-company personnel</u>, including sales functions or while traveling on business.
- Consumption of alcohol is permitted while conducting business-related entertainment <u>with company personnel</u>, when authorized in advance by a member of the ELT of TMC.
- Consumption of alcohol is permitted, within the defined limits established above, by a Team Member who is authorized to operate a company supplied vehicle on personal time and using such vehicle on personal time.

  Refer to the company's "Use of Motor Vehicles Safety Policy" to determine who is authorized to operate a company supplied vehicle on personal time.

- Consumption of alcohol is permitted while residing at a project site. However, consumption is not permitted during the normal working hours of 7:00 a.m. to 5:00 p.m. or until the official work day has concluded.

NOTE: While traveling overnight on TMC business, the Team Member is to follow the appropriate conducts established in this policy from the time the Team Member begins travel until he/she returns from the travel, including after business sessions have concluded.

Based on the exceptions above, if a situation occurs where a Team Member believes that he/she may be "under the influence" of alcohol, or when a manager believes a Team Member may be "under the influence" of alcohol, the Team Member is not permitted to drive a vehicle. If a Team Member drives a vehicle against the direction of management, it will be considered a violation of the policy. When it is necessary for the Team Member, while conducting company business to take a taxicab, the reasonable costs shall be reimbursed by TMC.

Possession and storage of alcohol containers will be seen as a violation of the policy unless expressly permitted below.

- Storage of unopened, sealed alcohol containers which are not visible and are locked in a Team Member's vehicle, or company-supplied vehicle authorized for personal use, while the vehicle is on company property, being used for company business, or during working hours is permitted when authorized in advance by ELT of TMC. Storage of unsealed containers of alcohol will be seen as a violation of the policy .

- TMC will provide a storage facility to Team Members who need to store unopened, sealed containers of alcohol for company events during working hours. Arrangements for storage can be made with by the ELT of TMC.

NOTE: For the storage exceptions above, this does not apply to those company-owned vehicles with company insignias. No containers of alcohol, including those that are unopened and sealed, are to be placed or stored in vehicles with company insignias.

NOTE: For the consumption, possession and storage alcohol exceptions above, they do not apply to project sites.

NOTE: In addition, at no time is alcohol permitted to be transported in a DOT/FMCSA regulated vehicle (over 26,001 pounds or more), unless it is under manifest and is not permitted to be transported in a home delivery truck, unless authorized in advance by the President of TMC.

KINDS OF TESTING

The only way to know with certainty if a Team Member is under the influence of drugs or alcohol is to conduct a test. The methods used to determine the presence of alcohol or drugs in the system under this policy include a urine, saliva, blood, and/or breath test. Therefore, for the safety of all our Team Members, TMC tests for drugs and/or alcohol in the following circumstances:

- During the pre-employment period;
- Where there is reasonable suspicion of prohibited drug or alcohol use;
- After an accident;
- On a return after lay-off of 30 days or more;
- On a random basis;
- When required by a client or the government; and
- As a follow-up to treatment or assessment.

TMC has adopted procedures that respect Team Members' privacy and confidentiality to the greatest extent possible. For example, before TMC requests a reasonable-suspicion test, a supervisor must document all suspected behavior and confer with another supervisor/manager to discuss the situation and to receive authorization for a referral. Whenever possible, the supervisor will discuss the reasonable suspicion referral with the Team Member in a private location. Further, to ensure testing reliability, TMC has chosen a testing laboratory, which uses the most accurate and advanced testing methods available.

Finally, before a positive test result is reported to TMC, an outside Medical Review Officer (MRO), who is a licensed physician, will review the test result. The MRO will contact the Team Member for further information. If a Team Member has a legitimate medical explanation for the positive test and the MRO has verified the explanation, the test will be reported as negative to the company.

CONSEQUENCES

Any violation of the Drug-Free Workplace Policy, even a first offense, may be a basis for disciplinary action, up to and including termination. However, particularly serious violations, such as selling drugs at TMC, will normally result in immediate termination and referral for criminal prosecution. In addition, Team Members should be aware that:

- A positive pre-employment drug test will result in a no hire determination.
- A Team Member having a positive test result will normally result in immediate termination. The company may choose to rehire the Team Member. Should this occur, the Team Member will need to provide written proof of having received and completed assessment, counseling and/or treatment from a licensed substance abuse treatment facility and have a driver's license in good standing in the state in which he/she may be assigned, if a license is required for his/her job function. In addition, the individual reapplying for a safety-sensitive position will be required to submit to unannounced drug and/or alcohol testing for the first twelve (12) months of employment.
- A refusal to consent to or a refusal to submit to or tampering with or a failure to report for a test will result in a 'no hire' determination and/or immediate termination.
- A second positive drug or alcohol test result will result in automatic termination.

NOTE: Should the Medical Review officer report a negative drug test result and also report safety concerns for the Team Member based on the prescription being taken by the Team Member, the company reserves the option to contact the Team Member's prescribing licensed physician or the pharmacist directly for guidance as to the Team Member's ability to continue performing his/her safety-sensitive job function.

Team Members who violate the policy or whom TMC refers to assessment or treatment will be required to sign a rehabilitation agreement. Team Members must comply with all of the treatment conditions, or they may be terminated. Team Members are always required to meet the established standards of conduct and job performance while undergoing substance abuse treatment.

For the purposes of Worker's Compensation, should a Team Member produce a positive drug or alcohol test result or refuse to submit to a drug or alcohol test as required under this policy, his/her eligibility for compensation and benefits may be affected.

COST OF TESTING

TMC will pay for any drug and/or alcohol test that it requests or requires, in accordance with this policy. Should a Team Member request a retest, the cost is to be assumed by the Team Member unless otherwise required by state and/or federal law or if the cost is voluntarily assumed by the company. Should a Team Member request a retest, the cost is to be assumed by the Team Member unless otherwise stated.

RIGHT TO A RETEST

An Team Member who tests positive on a confirmatory drug test required by the company may consult with the Medical Review Officer to identify possible legitimate explanations for the positive result. In addition, the Team Member may request in writing a retest of the original specimen at his/her expense within 5 working days after the Team Member has been informed of the confirmed positive result. The retest is to be conducted at TMC's NIDA Certified Laboratory or another NIDA Certified Laboratory. An Team Member who tests positive for alcohol by breath is automatically given a retest, at the time of the original collection, as a confirmation. If a retest is requested by the Team Member, no final disciplinary action will be taken until the result of the re-analysis have been made available.

INSPECTIONS

Should TMC have reason to believe that a Team Member may be in possession of alcohol, drugs, or drug paraphernalia on company property or on company time in violation of this policy, TMC may search company property or may request that the Team Member empty the contents of his or her personal effects or personal vehicle on company property or on company time.

SAFETY-SENSITIVE POSITIONS

Any job position determined by TMC which by the nature of the work involved is accompanied by such risk, by the nature of the work involved, that even a momentary lapse of attention could have serious consequences to the safety of the co-worker, other co-workers, customers, the company, or the general public. For purposes of this policy, the following are the designated safety-sensitive positions:

All personnel driving company owned, rented or leased vehicles
All personnel driving personal vehicles being used for company business
All personnel receiving car allowances
All field personnel
All plant personnel
All shop personnel

The purpose of identifying these safety-sensitive positions is that it is Team Members in these positions that need to report a prescription drug that may affect their ability to do their job function. In addition, in some of the states in which TMC operates, state law restricts certain forms of testing to safety-sensitive positions

CONFIDENTIALITY

All information concerning drug or alcohol testing referrals and testing results, or treatment and rehabilitation of a Team Member will be kept confidential.

RESERVATION OF RIGHTS

The Middlesex Corporation reserves the right to right to amend, correct, edit, modify, rescind and/or revise the policy in whole or in part, with or without notice. In addition, changes to applicable federal or state laws or regulations may require TMC to modify or supplement the policy. This policy does not create a binding employment contract.

Drug-Free Workplace Policy
Acknowledgment & Consent Form

for

The Middlesex Corporation

I have received the *summary* of the Drug-Free Workplace Policy of The Middlesex Corporation. In addition, I have been provided the opportunity to read the Drug-Free Workplace Policy in its entirety. I understand that I am required to follow this policy. I also understand that failure to comply with this policy is the basis for discipline, up to and including termination.

I understand the Drug-Free Workplace Policy of The Middlesex Corporation establishes conditions under which I may be required to provide a breath, blood, saliva, or urine sample for drug and/or alcohol testing. If this occurs, I hereby consent to such testing. I authorize the testing laboratory to release my test results to the Medical Review Officer (MRO) and/or to designated supervisors and managers on a need-to-know basis.

If there is a positive test result, I understand that the MRO may ask me to provide, and I agree to provide, information about any legal nonprescription drugs and other drugs for which I have a prescription that I take routinely or have taken within the last thirty days.

I understand that any communication I may have with the collection site personnel, testing laboratories or MRO does not create or imply a doctor/patient relationship.

_____ _____

Date *Applicant's/Team Member's Signature*

_____

Applicant's/Team Member's Name (Printed)

_____ _____

Date *Parent or Guardian's Signature (Required for Minor Team Members)*

Note: A determination of the definition of a minor is to be ascertained on a state-by-state basis.

CITY OF OCOEE

INVITATION TO BID (ITB) #23-003

ASPHALT PAVING PROJECTS FOR FY 2023

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Submit with Bid

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Invitation to Bid, Legal Advertisement

The City of Ocoee, Florida (the "City") is soliciting sealed Bids for the following project: **ITB #23-003 Asphalt Paving Projects for FY 2023**. Bid packages will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 pm, local time, on February 7, 2023**. Bids received after that time or through any other method will not be accepted under any circumstances. Bids that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; meeting instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this ITB shall be in writing to Joyce Tolbert, NIGP-CPP, CPPB, Procurement Manager, Finance Department/Purchasing jtolbert@ocoee.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 at https://ocoee.bonfirehub.com. For more information, visit https://www.ocoee.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, January 15, 2023.

CITY OF OCOEE
INVITATION TO BID #ITB 23-003
ASPHALT PAVING PROJECTS FOR FY 2023

INTENT:

Sealed bids for Bid**# ITB 23-003** will be received by the City of Ocoee, hereinafter called "City" or "Owner," by any person, firm, corporation or agency submitting a bid for the work proposed, hereinafter called "Bidder", "Respondent", "Contractor", or "Offeror".

The proposed Contract will be for the labor, supervision, materials, equipment, supplies and incidentals for the asphalt paving projects for FY 2023 for sections of Flewelling Avenue, Adair Street, Old Winter Garden Road, and the Reserve Subdivision Roads, in the City of Ocoee, as listed under the "Scope of Work/Bid Form" sections of this Invitation to Bid.

BIDDING INSTRUCTIONS:

A. Each Bidder shall furnish the information required on the bid form supplied and each accompanying sheet thereof on which an entry is made. Bids submitted on any other format shall be disqualified. Please check your prices before submission of bid, as no changes will be allowed after bid opening. Bids must be typewritten or handwritten using ink. Do not use pencil. No erasures are permitted. Mistakes may be crossed out and the correction typed adjacent and must be initialed and dated by the person signing the bid. Bid documents must be signed by a legally responsible representative, officer, or employee and should be properly witnessed and attested. All bids should also include the name and business address of any person, firm, or corporation interested in the bid, either as a principal, member of a firm, or general partner. If the Bidder is a corporation, the bid should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.

B. The City will receive questions regarding this ITB through the Bonfire Platform or through written inquiries directed to Joyce Tolbert, NIGP-CPP, CPPB, Procurement Manager at jtolbert@ocoee.org. Deadline for receipt of written inquiries will be **January 31, 2023 at 2:00 p.m., local time.** Any clarifications/changes will be made by way of written addenda only, issued by the Finance Department/Purchasing. Bidders should not contact City staff, with the exception of the Procurement Manager, 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.

C. 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://ocoee.bonfirehub.com. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective Bidders will be provided with all information regarding this ITB, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use the Bonfire platform. Partial sets of the documents required for submitting a Bid will not be issued.

The City is **ONLY** accepting electronic solicitation responses online through the City's Bonfire platform at https://ocoee.bonfirehub.com. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All Bid submissions for this ITB **MUST** be submitted through the Bonfire Platform. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders

to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. You will be required to register once you click the "PREPARE YOUR SUBMISSION" in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at https://ocoee.bonfirehub.com by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. **Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock responses upon the bid deadline.** A virtual public bid opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

D. Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received and by Bonfire no later than **2:00 p.m., local time, on February 7, 2023.** Any attempt to submit a bid after the bid deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. It shall be the sole responsibility of the Bidder to have the bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time.

File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

E. All Bidders shall thoroughly examine and become familiar with the bid package and carefully note the items which must be submitted with the bid, such as:

a) Bid Security in the form of a Cashier's or Certified check or Bid Bond;
b) Addenda acknowledgement, if applicable;
c) List of References/Experience;
d) List of Subcontractors/Temporary Worker Agencies;
e) Equipment Listing;

f) Summary of Litigation;
g) Bid Form
h) Conflict of Interest Disclosure Form
i) Drug free workplace form
j) Company information/signature sheet
k) Any other information specifically called for in these Bid Documents.

F. **Submission of a bid shall constitute an acknowledgment that the Bidder has complied with Paragraph E.** The failure or neglect of a Bidder to receive or examine a bid document shall in no way relieve it from any obligations under its bid or the contract. No claim for additional compensation that is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work will be allowed. All items quoted shall be in compliance with the bid documents/scope of work.

G. A Pre-Bid Conference has not been scheduled for this project.

H. Any response by the City to a request by a prospective Bidder for clarification or correction will be made in the Bonfire ITB file or in the form of a written addendum, which will be distributed via Bonfire not later than twenty-four (24) hours before bid opening. It shall be the responsibility of each Bidder to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning date and time of bid opening at any time up to the date and time set for bid opening. **In case any Bidder fails to acknowledge receipt of any such Addendum, its bid will nevertheless be construed as though the Addendum had been received and acknowledged**. **Submission of a bid will constitute acknowledgment of the receipt of the Bid Documents and all Addenda**. Only interpretations or corrections provided by written Addenda shall be binding on the City. Bidders are cautioned that any other source by which a Bidder receives information concerning, explaining, or interpreting the Bid Documents shall not bind the City.

I. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid:
   a) Submission of more than one (1) bid for the same work by an individual, firm, partnership or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;
   b) Evidence of collusion between or among Bidders;
   c) Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
   d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
   e) Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its bid.

J. **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.]

K. 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.

L. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

M. **PUBLIC RECORDS COMPLIANCE.** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law.
Specifically, the Contractor shall:
1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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

N. **No bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for the bid opening. A request for withdrawal or a modification of a bid may be submitted to the Purchasing Agent, in writing, at any time prior to the deadline for submitting bids. After expiration of the deadline for receiving bids, no bid may be withdrawn or modified.**

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.

(Remainder of page left blank intentionally.)

GENERAL TERMS & CONDITIONS:

1. **BID SECURITY:**

a) Each proposal must be accompanied by Bid Security in the form of a Cashier's/Certified Check or company 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. 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 the respondent, if awarded the Contract, will after written notice of such award, enter into a written Contract with the City and as a guarantee that the respondent will not withdraw its bid for a period of ninety (90) days after the scheduled closing time for the receipt of bids, in accordance with the accepted bid and bid documents. Please note checks will be deposited.

b) A copy of the bid security is to be included with the bid submitted electronically Bonfire. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Joyce Tolbert, Procurement Manager, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original bid security will cause your bid to be deemed non-responsive.

c) In the event of withdrawal of said bid within ninety (90) days following the opening of bids, or respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the bid invitation after issuance of Notice of Intent to Award by the City, then such respondent shall be liable to the City in the full amount of the check or bid bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the bid bond as liquidated damages and not a penalty.

d) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.

e) The cost of the required bond and required insurance coverage is to be included in the respondent's overhead and is not eligible for reimbursement as a separate cost by the City.

f) The checks of the three (3) most favorable respondents will be returned within three (3) days after the City and the successful respondent have executed the contract for work or until the 91st day after bid opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of bids. Bid Bonds will be returned upon request following the same criteria as a check.

2. **PERFORMANCE AND PAYMENT BONDS**

(Required if Project is over $200,000.00.)

a) The Successful Bidder shall furnish the City with a State of Florida 100% Performance and a 100% Payment Bond written by a Surety Company acceptable to the City. Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond. The attached Performance and Payment Bond Forms shall be used.

b) The cost of the Payment and Performance Bonds shall be borne by the Successful Respondent. The bonds shall be accompanied by duly authenticated or certified documents, in duplicate, evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bonds. The date of the certification cannot be earlier than the Agreement.

3. **DEFAULT:**

As a result of bids received under this Invitation, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

4. **PATENT INDEMNITY:**

Except as otherwise provided, the successful Bidder agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and persons employed or utilized by the Respondent in the performance of the construction contract.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

5. **PRICING:**

Pricing should be provided as indicated on the Scope of Work/Bid Sheet attached, to include any alternate bids. Please note that alternate bids will not be accepted unless specifically called for on the Scope of Work/Bid Sheet. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct. Cost of preparation of a response to this bid is solely that of the bidder and the City assumes no responsibility for such costs incurred by the bidder.

The Bid form should not be completed in pencil. All entries on the Bid form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Bidder to clarify an illegible entry on the Bid form. If the Bid form requires that the Bid price, or constituent portions of the Bid price, be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Bid form should be provided by the Bidder and be correctly computed. If there is an arithmetical conflict, between the unit price stated by the Bidder on the Bid form and the total price stated by the Bidder on the Bid form, the unit price stated by the Bidder on the Bid form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Bid form to calculate the total price, utilizing the unit

prices that have been identified by the Bidder. The taking of such action by the City shall not constitute grounds for the Bidder to withdraw its bid nor shall it provide a defense constituting discharge of the bid bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error or other irregularity that may appear on the Bid form. However, the City reserves the right to reject as non-responsive Bid forms that are incomplete or contain information that is not required.

a) The Bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.
b) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Bidder or with any competitor;
c) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor;
d) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
e) Bidder warrants the prices set forth herein do not exceed the prices charged by the Bidder under a contract with the State of Florida Purchasing Division; and
f) Bidder agrees that supplies/services furnished under this quotation, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

6. **DISCOUNTS**:

a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of bids. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. **SAMPLES**:

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of bid opening, same will be disposed of in the best interest of the City.

8. **AWARD CRITERIA**:

The contract will be recommended to be awarded to the overall lowest most responsive and responsible Bidder according to the following criteria:

- Compliance with scope of work, specifications, terms, and conditions
- Bid price
- Warranty offered

- Experience with similar work
- Successful reference check

9. **LITERATURE:**

If required by the scope of work, or the specifications, descriptive literature/brochures shall be included with this bid in order to properly evaluate make/model offered. Bids submitted without same may be considered non-responsive and disqualified.

10. **BID PROTESTS:**

All Bid Protests shall be submitted to the Procurement Manager in the following manner:

1. A Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

2. A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

4. The bid protest **shall** be filed with the Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

5. The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. **PAYMENT TERMS:**

Payment will be based upon monthly applications for payment properly submitted by the Contractor to the Owner and based upon the percentage of work complete. Retainage shall be five (5) percent of work to date based on the progress payment, including all change orders. All retainage amounts shall be paid when the work is complete, unless otherwise stated in the contract. Payment for all applications for payment for work properly completed shall be made, not later than the Twenty-fifth (25^{th}) business day after the date on which the properly submitted Application For Payment is initially received by the Owner.

No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services, have been received and accepted by the City in the quality and quantity ordered.

Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.

The City of Ocoee, Florida has the following tax exemption certificates assigned:

- Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and
- Pursuant to Chapter 212, Florida Statutes, the City is exempt from federal excise, state, and local sales taxes.

12. **CONTRACT:**

a) The successful Bidder, hereinafter referred to as "Contractor," will be required to enter into a contract with the City. The contract shall be a written agreement similar to the ASCE standard construction contract or City-issued purchase order. Construction time will be sixty (60) days from the Notice to Proceed for substantial completion and ninety (90) days from the Notice to Proceed for final completion.

b) The City may in its sole discretion award any additional work, whether in the existing area, or in any additional area, to any third party, or such work may be performed by the City's employees. Contractor will be expected to cooperate with any or all other Contractors who may be performing work for the City.

13. **SAFETY/OSHA REQUIREMENTS:**

The Bidder guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910, General Industry Standards, that are applicable in construction work.
b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
c) Assure that a certified first aid person is designated, phone numbers of physicians, hospital and ambulance services are posted (copy to Personnel Director, City of Ocoee) and that a first aid kit is available.
d) All individuals are required to wear hard hats on all construction sites.
e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
f) Observe the speed limit on City property.
g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
h) Scaffolds shall have guard rails on all open sides and secured to prevent displacement.
i) Powder actuated stud guns or low velocity and/or similar powder actuated tools require eye and ear protection as well as to ensure that all unauthorized personnel are well clear.
j) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.

k) All heavy equipment must have, where applicable, (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (3) fire extinguisher, (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
l) Construction material shall not be stored so as to block exits.
m) Ground fault circuit interrupters are required on all electrical circuits not part of the permanent wiring of the building.
n) Personal fall protection must be provided at elevations exceeding ten (10) feet.
o) Per City Ordinance, any Contractor using construction dumpsters within the City of Ocoee must obtain these services through Superior Waste Services of Florida, Inc.

14. **DRUG-FREE WORKPLACE:**

Provide a statement concerning the Bidder's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. Submit the attached drug free workplace form with bid documents. **Bidder must complete and submit the attached Drug-Free Workplace Form with bid.**

15. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that the Bidder does not and will not maintain or provide for the Bidder's employees any segregated facilities at any of the Bidder's establishments and that the Bidder does not permit the Bidder's employees to perform their services at any location, under the Bidder's 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 room, work areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking facilities provided for employees which are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed contractors for specific time periods) the Bidder will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that the Bidder will retain such certifications in the Bidder's files.

The non-discriminatory 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 U.S. Secretary of labor, are incorporated herein.

16. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:**

The Bidder declares by submission of a bid package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The Bidder certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not

include ownership or benefit by a spouse or minor child.)

The Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, the Bidder agrees to immediately notify the City in writing. **Bidder must submit the attached Conflict of Interest Disclosure Form.**

The Bidder further declares that a careful examination of the scope of services, instructions, and terms and conditions of this bid has occurred, and that the bid is made according to the provisions of the bid documents, and will meet or exceed the scope of services, requirements, and standards contained in the Bid documents.

Bidder agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Bidder offers and agrees that if this negotiation is accepted, the Bidder will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder. The bid constitutes a firm and binding offer by the Bidder to perform the services as stated.

17. **PUBLIC ENTITY CRIME STATEMENT:**

All invitations to bid as defined by Section 287.012(16), Florida Statutes, requests for proposals as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All Bidders who submit a Bid or Request for Proposal to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the bid documents are qualified to submit a bid under Section 287.133 (2)(a), Florida Statutes.

18. **SCRUTINIZED COMPANIES:**

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that the Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall

furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

19. **PERMITS/LICENSES/FEES:**

a) Any permits, licenses or fees required will be the responsibility of the contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
b) The City requires a City of Ocoee registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the contractor.

20. **INSURANCE REQUIREMENTS:**

The Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by 440.57, Florida Statutes.

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.
b) Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected.
    - Include Waiver of Subrogation in favor of the City of Ocoee
c) Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:

1) Automobile Bodily Injury Liability & Property Damage Liability

- $1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered automobile will be covered via symbol 1
- Liability coverage will include hired & non-owned automobile liability
- Include Waiver of Subrogation in favor of The City of Ocoee

2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
   - $1,000,000 PER OCCURRENCE
   - $1,000,000 PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Ocoee

3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.

4) Owner's Protective Liability Insurance: **n/a for this project**.

5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE

6) Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability

7) Builders Risk: **n/a for this project**

8) Certificates of Insurance: Certificate of Insurance Form (see sample attached), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:

   - The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
   - Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JC FRAZE-1 | DATE (MM/DD/YYYY) 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor's Name
Address

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AM Best Rating A- or Better	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC				EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
X	X	EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$ 1,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER Builders Risk				Any 1 Loc Any 1 Occ	100,000 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

OCOEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

SAMPLE

21. **LIST OF SUBCONTRACTORS:**

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

_____
_____
_____
_____
_____
_____
_____

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval <u>before</u> any work shall commence by the additional subcontractor on this project.**

22**. EQUIPMENT LISTING**:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

_____
_____
_____
_____
_____
_____
_____

23. **REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK**

The Bidder shall complete the following blanks regarding experience with similar type of work. Bidder must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

_____
_____
_____
_____
_____
_____
_____

Have you any similar work in progress at this time? Yes___ No ___.
Length of time in business_____

Bank or other financial references**:**

_____
_____
_____
_____
_____
_____
_____

(Attach additional sheets if necessary)

24. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state.

_____
_____
_____
_____
_____
_____
_____

25. **ACKNOWLEDGEMENT OF ADDENDA:**

Bidder acknowledges receipt of the following addenda:

No._____ Dated _____
No._____ Dated _____
No._____ Dated _____
No._____ Dated _____
No._____ Dated _____

(remainder of page left blank intentionally)

CITY OF OCOEE
ITB #23-003
ASPHALT PAVING PROJECTS FOR FY 2023

EXHIBIT A

FLEWELLING AVENUE
MILL AND RESURFACING

ADAIR STREET
MILL AND RESURFACING

OLD WINTER GARDEN ROAD
MILL AND RESURFACING

THE RESERVE SUBDIVISION
MILL AND RESURFACING

SCOPE OF WORK

The City of Ocoee, Florida (City) is soliciting bids from qualified contractors to mill and resurface using SP-9.5, SP-12.5 and FC-12.5 Asphaltic Concrete. Refer to description of services and technical specifications provided herewith. All work of this contract shall conform to the applicable technical specifications of Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction" Latest Edition, and "Roadway and Traffic Design Standards" Latest Edition including any amendments thereto. The CONTRACTOR shall acquire his own copies of the FDOT Standards.

All work is to be done in accordance with the drawings prepared by the City of Ocoee, the Measure and Payment section, below, and other bid documents. The total base bid price must include all costs required to complete the work, whether or not the materials and labor are explicitly listed. Quantities shown in the Bid Form are summarized from the plans. Such quantities are provided as an aid to preparing bids and are not binding on City as minimum quantities. Payment will be based on installed and accepted quantities.

Work is to be performed during normal business hours of Monday through Friday between 7 am – 5 pm. Any work performed outside of these standard work hours must be authorized by the City of Ocoee Public Works Director.

The City reserves the right to omit one or more bid items, as may be required to stay within the available project budget, when the work is awarded. If this occurs, the City or Contractor may seek to negotiate price changes for lump sum bid items that relate to the overall quantity of work, such as mobilization or maintenance of traffic. Should the City instead award one or more of the add-alternate bid items, no increases in lump sum unit prices will be permitted, as the add-alternate item bids should be inclusive of all additional effort and costs related to that work.

MEASUREMENT AND PAYMENT

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establish the basis upon which payment will be made. Contractor is required to visit sites and field estimate existing and required striping quantity for Lump Sum Bid.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. CITY or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS (IF APPLICABLE)

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of excess material)
- Replacement of unpaved roadways, grass and shrubbery plots
- Cleanup
- 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.
- Maintaining or detouring of the traffic (Temporary Traffic Control)
- 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
- 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.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the CITY in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the CITY at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

A Change Order is a written order to the CONTRACTOR signed by the CITY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement. Refer to Change Order Form attached.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The CITY shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The CITY shall issue a written order to the CONTRACTOR directing him to make the change. If the CITY feels that the Contract price should be reduced as a result of the change, the CITY shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

1.09 BID ITEMS

The following numbered 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.

1.00 FLEWELLING AVANUE

1.01 Mobilization / Demobilization and General Requirements and Restoration

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 be included 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.

The lump-sum 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.

1.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), 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 MAXIMUM of 1.5" of existing asphaltic pavement, hauling, and cleaning up of milled material, labor and other incidentals. 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.

1.03 Asphalt Pavement

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) 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.

1.04 Pavement Markings

Payment for temporary striping and thermoplastic striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

2.00 ADAIR STREET

2.01 Mobilization / Demobilization and General Requirements and Restoration

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 be included 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.

The lump-sum 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.

2.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), 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 MAXIMUM of 1.5" of existing asphaltic pavement, hauling, and cleaning up of milled material, labor and other incidentals. 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.

2.03 Asphalt Pavement

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) 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.

2.04 Asphalt Overbuild

Payment for constructing asphaltic concrete overbuild structure course shall be made at the Contract unit price per TONS 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.

2.05 Pavement Markings

Payment for temporary striping and thermoplastic striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

3.00 OLD WINTER GARDEN ROAD

3.01 Mobilization / Demobilization and General Requirements and Restoration

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 be included 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.

The lump-sum 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.

3.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), 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 MAXIMUM of 1.5" of

existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. 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.

3.03 Asphalt Pavement

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) 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.

3.04 Pavement Markings

Payment for temporary striping and thermoplastic striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

3.05 Traffic Signal Loop System

Payment for Traffic Signal Loop shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing loop system at intersection signals. City highly recommends contractor visit site and meet with City Traffic Technician to determine existing system and quantity.

4.00 THE RESERVE SUBDIVISION

4.01 Mobilization / Demobilization and General Requirements and Restoration

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 be included 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.

The lump-sum 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.

4.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), 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 MAXIMUM of 1.25" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. 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.

4.03 Asphalt Pavement

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) 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.

4.04 Pavement Markings

Payment for temporary striping and thermoplastic striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

Contractor Qualifications

The prime contractor submitting a bid must hold either a Florida general contractor or underground contractor license. The party responsible for all work related to improvements that must conform to the requirements of the Florida Building Code, which may be a subcontractor, will be required to hold a State of Florida General Contractor's license. A City of Ocoee building permit will be required for any such improvement. Contractor will be required to secure the building permit, the cost of which will be waived by the City, and to schedule and pass related inspections performed by City staff. A state-licensed electrician will be required to secure a building permit for the electrical power requirements of the work, if any.

Shop Drawings

Where required, the Contractor shall furnish shop drawings to the City in sufficient time to allow a thorough review by City staff while not delaying progress of the work. Shop drawings shall be provided as three complete sets of drawings and specifications. Two sets will be returned to the Contactor; the City will retain one set. All sets returned to the Contactor will be stamped by the City indicating its decision as to the acceptability of the proposed material and manner of incorporation into the work. Any work not provided or installed in accordance with the approved shop drawings and/or the plans and specifications will be rejected by the City and must be replaced with acceptable material and/or workmanship prior to payment.

Construction Schedule

The construction period is **60 calendar days to substantial completion** and **90 calendar days to final completion**. Substantial completion is the point where all facilities may be used for the purpose intended with no significant "punch list" items remaining to be resolved. Note that there is no restoration phase of the work. Each bid item includes related restoration work as part of the bid item. Thus, any facility for which restoration has not been completed and accepted by the City cannot be considered to have reached the point of substantial completion. The construction warranty period begins on the date of substantial completion, which will be recorded using a certificate issued by the City and acknowledged by the Contractor.

The Contractor will be required to furnish a confirmed start date and construction phasing schedule to the City at

Payments

Contractor will be required to use the attached progress payment form and the final payment will need to be accompanied by a release of lien from all subcontractors and suppliers.

END OF SECTION

CITY OF OCOEE
150 North Lakeshore Drive
Ocoee, Florida 34761

ITB# 23-003 ASPHALT PAVING PROJECTS FY 2023

CHANGE ORDER FORM

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]**

CHANGES ORDERED:

I. REQUIRED CHANGES

II. JUSTIFICATION

III. NARRATIVE OF NEGOTIATIONS

IV. PAYMENT

V. APPROVAL AND CHANGE AUTHORIZATION

This proposed change to the Contract requires approval by the Ocoee City Commission or the City Manager, dependent upon project approval authority, in order to supplement the project budget to fund the changes. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract 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 OWNER for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the OWNER arising from or relating to the matters or Work set forth or contemplated by this Change Order.

RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: _____
Signature

Date: _____

Title: _____

ACCEPTED BY:

[contractor name]

By: _____
Signature

Date: _____

Title: _____

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: _____
Stephen Krug, Public Works Director

Date: _____

By: _____
Rebecca Roberts, Director of Finance

Date: _____

By: _____
Robert D. Frank, City Manager

Date: _____

By: _____
Rusty Johnson, Mayor

Date: _____

Attest: _____
City Clerk

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____ , 20___

By: _____
City Attorney

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

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No._____ _____Progress Payment _____Final Payment

Contractor: _____ Contract Date: _____

Application Date: _____ For Period Ending _____

City Project No.: _____ Account No.: _____ P.O. No.: _____

Project Name: **ITB 23-003 Asphalt Paving Projects for FY 2023**

Construction Start Date: _____ End Date: _____

Construction Days - 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. Retainage Held from Prior Pay Applications $_____
8. Retainage to Be Held in this Pay Application $_____
9. Total Retainage Held to Date (Sum of Lines 7 and 8) $_____
10. Total Earned to Date Less Retainage (Line 6 minus Line 9) $_____
11. Total Earned less Retainage for this Pay Application (Line 5 minus Line 7) $_____

Approved Change Orders

Change Order No.	Date Approved by City	Date Accepted by Contractor	Total Change in Contract Price
		Total (Write in Line 2, above)	

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20____ _____
(Contractor)

By:_____
(Name)

_____
(Title)

COUNTY OF_____

STATE OF_____

Before me on this _____ day of _____, 20__, 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 11 is recommended by City's Resident Project Representative:

By:_____ Date: _____
(Authorized Signature)

Owner's Approval By:_____
(Authorized Signature)

Date:_____ _____
(Title)

EXHIBIT B
BID FORM (Page 1 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY _____FL CONTRACTOR LICENSE #_____

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
FLEWELLING AVENUE MILL AND RESURFACING					
1.00	**Milling / Resurfacing / Pavement Markings**				
1.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration		
1.02	11,066	SY	1.5" Milling (Max.)		
1.03	11,066	SY	1.5" Resurface Type SP-12.5 Asphalt Paving including Tack		
1.04	1	LS	Temporary Striping and Thermoplastic Final Striping		
				Sub-Total =	

EXHIBIT B
BID FORM (Page 2 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY _____FL CONTRACTOR LICENSE #_____

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
ADAIR STREET MILL AND RESURFACING					
2.00	**Milling / Resurfacing / Pavement Markings**				
2.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration		
2.02	12,166	SY	1.5" Milling (Max.)		
2.03	12,166	SY	1.5" Resurface Type SP-12.5 Asphalt Paving including Tack		
2.04	25	TONS	Overbuild at Nicole Blvd. (SP-12.5)		
2.05	1	LS	Temporary Striping and Thermoplastic Final Striping		
				Sub-Total =	

EXHIBIT B
BID FORM (Page 3 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY _____FL CONTRACTOR LICENSE #_____

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
OLD WINTER GARDEN ROAD MILL AND RESURFACING					
3.00	**Milling / Resurfacing / Pavement Markings**				
3.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration		
3.02	55,653	SY	1.5” Milling (Max.)		
3.03	55,653	SY	1.5” Resurface Type FC-12.5 Asphalt Paving including Tack		
3.04	1	LS	Temporary Striping and Thermoplastic Final Striping		
3.05	1	LS	Traffic Signal Loops		
				Sub-Total =	

EXHIBIT B
BID FORM (Page 4 of 4)

ITB #23-003 ASPHALT PAVING PROJECTS FOR FY 2023

BID SUBMITTED BY _____FL CONTRACTOR LICENSE #_____

Item Number	Quantity	Unit	Item Description	Unit Price	Extension
THE RESERVE SUBDIVISION MILL AND RESURFACING					
4.00	**Milling / Resurfacing / Pavement Markings/Signal Loops**				
4.01	1	LS	Mobilization / Demobilization and General Construction Requirements and Restoration		
4.02	23,645	SY	1.25” Milling (Max.)		
4.03	23,645	SY	1.25” Resurface Type SP-9.5 Asphalt Paving including Tack		
4.04	1	LS	Temporary Striping and Thermoplastic Final Striping		
				Sub-Total =	

TOTAL BASE BID =

EXHIBIT C
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____, as Principal, and _____

_____ as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida, as Owner, in the penal sum of, (5 percent of the Contract Bid) $_____

_____

(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **ITB #23-003 Asphalt Paving Projects for FY 2023 (Project).**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

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

3. This obligation shall be null and void if:

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

   3.2 All bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof

agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.

If Bidder is **SOLE PROPRIETORSHIP**, complete this signature block.	
_____ (Individual's Signature) _____ (Individual's Signature) doing business as _____ _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

If Bidder is **PARTNERSHIP**, complete this signature block.	
_____ (Partnership Name) _____ (General Partner's Signature) _____ (General Partner's Name) _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

If Bidder is **CORPORATION,** complete this signature block.	
_____ (Corporation Name) _____ (State of Incorporation) By:_____ (Name of Person Authorized to Sign - See Note 1) _____ (Title) _____ (Authorized Signature) _____ (Corporation President) _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

SURETY

_____ (Surety Business Name) _____ (Principal Place of Business) By:_____ (Surety Agent's Signature - See Note 2) _____ (Surety Agent's Name) _____ (Surety Agent's Title) _____ (Business Name of Local Agent for Surety) _____ (Business Address) _____ _____ (Telephone No.) (Bond No.)	Witness: (If agency is not a Corporation) (1) _____ (Witness) (2) _____ (Witness) Attest: (If Agency is a Corporation) _____ (Corporate Secretary Signature) _____ (Corporate Secretary Name) (Corporate Seal)

NOTES:

(1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
(2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
(3) Above addresses are to be used for giving required notice.
(4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
(5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF_____)

COUNTY OR CITY OF _____)

Before me, a Notary Public, personally came _____ known to me, and known to be the Attorney-in-Fact of _____, a _____ Corporation, which (Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

_____ were affixed by order and authority of said Company's Board of Directors, (Surety Company)

and that the execution of the attached bond is the free act and deed of _____.
(Surety Company)

Given under my hand and seal this _____ day of _____, 20__.

_____
(Notary Public)

My Commission Expires _____.

END OF SECTION

EXHIBIT C
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ _____, (hereinafter referred to as "Principal"), and _____ _____, a corporation organized under the laws of the State of _____ _____and licensed to do business in the State of _____, (hereinafter referred to as "Surety"), and held and firmly bound unto the City of Ocoee, Florida, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of _____, for the payment of which sum well and truly made, Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of #**ITB 23-003 Asphalt Paving Projects for FY 2023** (hereinafter referred to as the "Project") in accordance with the plans and specifications prepared by the City of Ocoee, dated August 15, 2023.

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, within the time provided therein, and any extensions thereof that may be granted by the Obligee, and also during the life of any warranty or guaranty required under said Contract, and shall also well and truly perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized and modifications of said Contract that may hereafter be made, and shall pay, compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, or from any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, cost and attorneys' fees, including appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform the Work identified by the Contract, then this obligations shall be null and void; otherwise, it shall remain in full force and effect and Surety shall be liable to Obligee under this Performance Bond.

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

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate

proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____Principal

By:_____(SEAL)

_____ (Official Title)

_____Surety

By:_____ (SEAL)

_____ (Official Title)

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

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

END OF SECTION

EXHIBIT C
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 for **ITB #23-003 Asphalt Paving Projects for FY 2023**.

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

EXHIBIT D - ITB #23-003 BID CONFLICT OF INTEREST DISCLOSURE FORM

The 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

EXHIBIT E
ITB #23-003 DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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

EXHIBIT F - BID # 23-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

_____
NAME/TITLE (PLEASE PRINT)

_____

_____
STREET ADDRESS

_____

_____
CITY STATE ZIP

FEDERAL ID #_____

_____Individual _____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT G

Plan Sheets

1. **C1 - C3: Flewelling Avenue**
2. **C4 - C6: Adair Street**
3. **C7 - C11: Old Winter Garden Road**
4. **C12: The Reserve Subdivision**

1" = 120'
GRAPHIC SCALE
0 60 120

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.5" MILL AND
1.5" RESURFACE (SP-12.5)
FLEWELLING AVENUE

TOTAL SURFACE AREA = 99,593 SF
OR 11,066 SY

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 12, 2019

ENGINEER OF RECORD

RICHARD A. CAMPANALE, P.E. # 54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3170
FAX: 407-905-3178

PUBLIC WORKS PAVING PROJECTS

FLEWELLING AVENUE

FIGURE
C1

1" = 120'
GRAPHIC SCALE
0 60 120

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.5" MILL AND
1.5" RESURFACE (SP-12.5)
FLEWELLING AVENUE
TOTAL SURFACE AREA = 99,593 SF
OR 11,066 SY

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 12, 2019

ENGINEER OF RECORD
RICHARD A. CAMPANALE, P.E. # 54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3170
FAX: 407-905-3178

PUBLIC WORKS PAVING PROJECTS

FLEWELLING AVENUE

FIGURE
C2

MATCH SHEET C2

1" = 120'
GRAPHIC SCALE
0 60 120

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
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6. CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.5" MILL AND
1.5" RESURFACE (SP-12.5)
FLEWELLING AVENUE
TOTAL SURFACE AREA = 99,593 SF
OR 11,066 SY

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 12, 2018

ENGINEER OF RECORD

RICHARD A. CAMPANALE, P.E. # 54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3170
FAX: 407-905-3178

PUBLIC WORKS PAVING PROJECTS

FLEWELLING AVENUE

FIGURE
C3

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
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5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.5" MILL AND
1.5" RESURFACE (SP-12.5)
ADAIR STREET

TOTAL SURFACE AREA = 109,498 SF
OR 12,166 SY

N

1" = 100'
GRAPHIC SCALE
0 50 100

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 12, 2019

ENGINEER OF RECORD

RICHARD A. CAMPANALE, P.E. # 54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3170
FAX: 407-905-3178

PUBLIC WORKS PAVING PROJECTS

ADAIR STREET
RESURFACING PROJECT

FIGURE
C4

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
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6. CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.5" MILL AND
1.5" RESURFACE (SP-12.5)
ADAIR STREET

TOTAL SURFACE AREA = 109,498 SF
OR 12,166 SY

OVERBUILD AREA
AT NICOLE BLVD.
(SP-12.5)

SURFACE AREA = 1,600 SF

1" = 100'
GRAPHIC SCALE
0 50 100

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 15, 2016

ENGINEER OF RECORD

RICHARD A. CAMPANALE, P.E. # 54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3170
FAX: 407-905-3178

PUBLIC WORKS PAVING PROJECTS

ADAIR STREET
RESURFACING PROJECT

FIGURE
C5

MATCH SHEET C5

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
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6. CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.5" MILL AND
1.5" RESURFACE (SP-12.5)
ADAIR STREET

TOTAL SURFACE AREA = 109,498 SF
OR 12,166 SY

1" = 100'
GRAPHIC SCALE
0 50 100

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 12, 2019

ENGINEER OF RECORD

RICHARD A. CAMPANALE, P.E. # 54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3105
FAX: 407-905-3176

PUBLIC WORKS PAVING PROJECTS

ADAIR STREET
RESURFACING PROJECT

FIGURE
C6

MATCH SHEET C8

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
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6. CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.
8. CONTRACTOR TO INCLUDE ALL TRAFFIC SIGNAL LOOP SYSTEMS IN COST.

1.5" MILL AND
1.5" RESURFACE (FC-12.5)
OLD WINTER GARDEN ROAD
TOTAL SURFACE AREA = 500,876 SF
OR 55,653 SY

1" = 100'
GRAPHIC SCALE
0 50 100

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 4, 2019

ENGINEER OF RECORD

RICHARD A. CAMPANALE, P.E. # 54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3170 or 1525
FAX 407-905-3178

ocoee

PUBLIC WORKS PAVING PROJECTS

OLD WINTER GARDEN ROAD
MILL AND RESURFACING
PROJECT

FIGURE
C7

MATCH SHEET C7

MATCH SHEET C9

GENERAL CONSTRUCTION NOTES:

1. *CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".*
2. *CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.*
3. *TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.*
4. *CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.*
5. *CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.*
6. *CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.*
7. *CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.*
8. *CONTRACTOR TO INCLUDE ALL TRAFFIC SIGNAL LOOP SYSTEMS IN COST.*

1.5" MILL AND
1.5" RESURFACE (FC-12.5)
OLD WINTER GARDEN ROAD
TOTAL SURFACE AREA = 500,876 SF
OR 55,653 SY

N

1" = 100'
GRAPHIC SCALE
0 50 100

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 4, 2019

ENGINEER OF RECORD

RICHARD A. CAMPANALE, P.E. # 54745

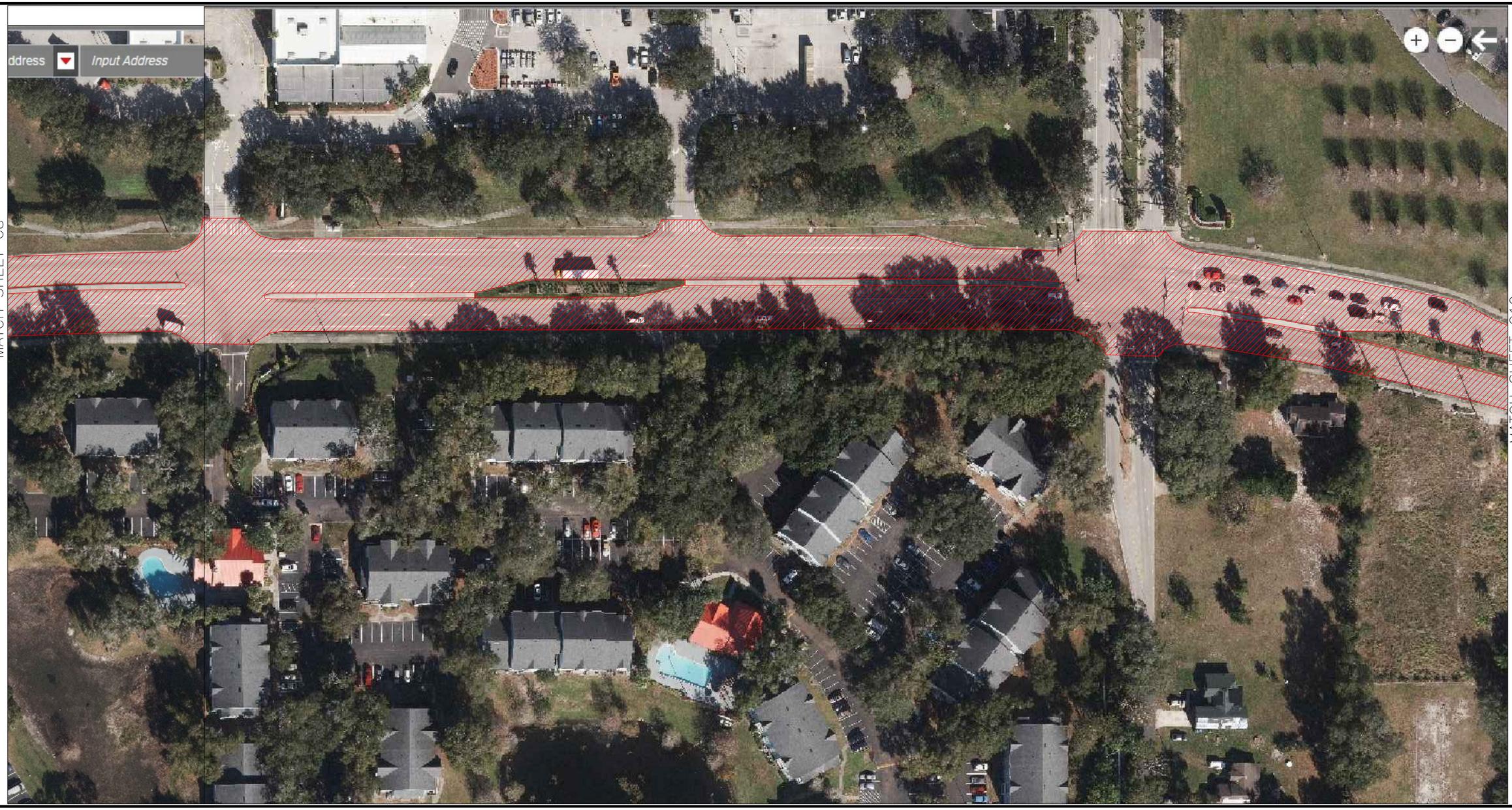
CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3120 or 1525
FAX 407-905-3178

PUBLIC WORKS PAVING PROJECTS

OLD WINTER GARDEN ROAD
MILL AND RESURFACING
PROJECT

FIGURE
C8

MATCH SHEET C8



MATCH SHEET C10

GENERAL CONSTRUCTION NOTES:

1. *CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".*
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7. *CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.*
8. *CONTRACTOR TO INCLUDE ALL TRAFFIC SIGNAL LOOP SYSTEMS IN COST.*

1.5" MILL AND
1.5" RESURFACE (FC-12.5)
OLD WINTER GARDEN ROAD
TOTAL SURFACE AREA = 500,876 SF
OR 55,653 SY

N

1" = 100'
GRAPHIC SCALE
0 50 100

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 4, 2019

ENGINEER OF RECORD

RICHARD A. CAMPANALE, P.E. # 54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3170 or 1525
FAX: 407-905-3176

PUBLIC WORKS PAVING PROJECTS

OLD WINTER GARDEN ROAD
MILL AND RESURFACING
PROJECT

FIGURE
C9

MATCH SHEET C9

MATCH SHEET C11

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
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1.5" MILL AND
1.5" RESURFACE (FC-12.5)
OLD WINTER GARDEN ROAD
TOTAL SURFACE AREA = 500,876 SF
OR 55,653 SY

N

1" = 100'
GRAPHIC SCALE
0 50 100

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 4, 2019

ENGINEER OF RECORD

RICHARD A. CAMPANALE, P.E. # 54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3170 or 407-905-3105
FAX: 407-905-3176

PUBLIC WORKS PAVING PROJECTS

OLD WINTER GARDEN ROAD
MILL AND RESURFACING
PROJECT

FIGURE
C10

MATCH SHEET C10

GENERAL CONSTRUCTION NOTES:

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1.5" MILL AND
1.5" RESURFACE (FC-12.5)
OLD WINTER GARDEN ROAD
TOTAL SURFACE AREA = 500,876 SF
OR 55,653 SY

N

1" = 100'
GRAPHIC SCALE
0 50 100

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 4, 2019

ENGINEER OF RECORD

RICHARD A. CAMPANALE, P.E. # 54745

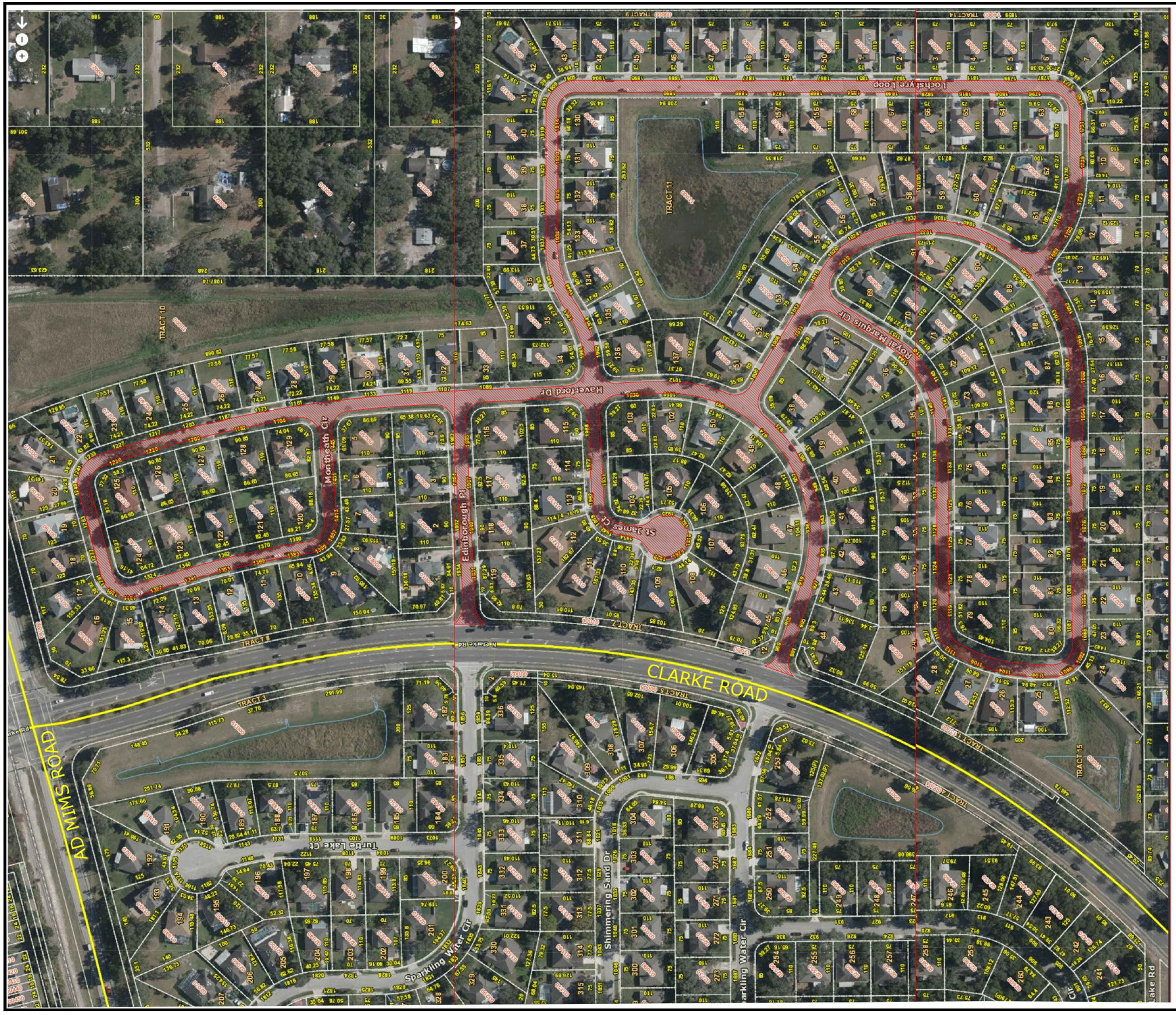
CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3170 ext 1525
FAX 407-905-3178

ocoee

PUBLIC WORKS PAVING PROJECTS

OLD WINTER GARDEN ROAD
MILL AND RESURFACING
PROJECT

FIGURE
C11



N

1" = 200'
GRAPHIC SCALE
0 100 200

1–1/4" MILL AND
1–1/4" RESURFACE (SP–9.5)
RESERVE SUBDIVISION
SURFACE AREA = 212,807 SF
OR 23,645 SY

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
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7. CONTRACTOR REQUIRED TO SET–UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

DESIGNED BY: RAC
DRAWN BY: RAC
CHECKED BY: SK
DATE CREATED: NOV 12, 2025

ENGINEER OF RECORD
RICHARD A. CAMPANALE, P.E. # 54745

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3170 FAX: 407-905-3178

PUBLIC WORKS PAVING PROJECTS

RESERVE SUBDIVISION
RESURFACING PROJECT

FIGURE
C12

ITB #23-003
ASPHALT PAVING PROJECTS FOR FY 2023
BID TABULATION
2/7/23 2:00 P.M.

BID TABULATION		Hubbard Construction Inc.		Middlesex Paving, LLC.	
Acknowleged Addendum 1		✓		✓	
Bid Security (Bid Bond)		Bid Bond		Bid Bond	
Company Verification/License Check		Active		Active	
Required Forms		*subcontractor list received 02/10/23		✓	
DESCRIPTION	**QTY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
FLEWELLING AVENUE MILL AND RESURFACING					
Mobilization/Demobilization	1	$3,000.00	$3,000.00	$5,000.00	$5,000.00
1.5" Milling (Max.)	11,066	$2.60	$28,771.60	$4.50	$49,797.00
1.5" Resurface Type SP-12.5 Asphalt Paving	11,066	$14.80	$163,776.80	$15.00	$165,990.00
Temporary Striping and Thermoplastic Final Striping	1	$359.20	$359.20	$2,500.00	$2,500.00
SUB-TOTAL			$195,907.60		$223,287.00
ADAIR STREET MILL AND RESURFACING					
Mobilization/Demobilization	1	$3,000.00	$3,000.00	$5,000.00	$5,000.00
1.5" Milling (Max.)	12,166	$3.20	$38,931.20	$4.50	$54,747.00
1.5" Resurface Type SP-12.5 Asphalt Paving	12,166	$15.30	$186,139.80	$15.00	$182,490.00
Overbuild at Nicole Blvd. (SP-12.5)	25	$336.90	$8,422.50	$200.00	$5,000.00
Temporary Striping and Thermoplastic Final Striping	1	$35,100.00	$35,100.00	$25,000.00	$25,000.00
SUB-TOTAL			$271,593.50		$272,237.00
OLD WINTER GARDEN ROAD MILL AND RESURFACING					
Mobilization/Demobilization	1	$3,000.00	$3,000.00	$50,000.00	$50,000.00
1.5" Milling (Max.)	55,653	$4.15	$230,959.95	$4.50	$250,438.50
1.5" Resurface Type FC-12.5 Asphalt Paving	55,653	$17.65	$982,275.45	$20.00	$1,113,060.00
Temporary Striping and Thermoplastic Final Striping	1	$164,700.00	$164,700.00	$124,000.00	$124,000.00
Traffic Signal Loops	1	$65,100.00	$65,100.00	$98,500.00	$98,500.00
SUB-TOTAL			$1,446,035.40		$1,635,998.50
THE RESERVE SUBDIVISION MILL AND RESURFACING					
Mobilization/Demobilization	1	$3,000.00	$3,000.00	$10,000.00	$10,000.00
1.25" Milling (Max.)	23,645	$3.00	$70,935.00	$4.50	$106,402.50
1.25" Resurface Type SP-9.5 Asphalt Paving	23,645	$15.20	$359,404.00	$12.50	$295,562.50
Temporary Striping and Thermoplastic Final Striping	1	$3,556.00	$3,556.00	$5,000.00	$5,000.00
SUB-TOTAL			$436,895.00		$416,965.00
TOTAL BID			$2,350,431.50		$2,548,487.50

*missing forms are considered a minor irregularity.
Bidders listed in alphabetical order

STAFF REPORT

Meeting Date: March 7, 2023
Item #: 4

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval to Utilize Orange County's Cooperative Contract for Motor Fuel with Mansfield Oil Company of Gainsville, Inc. (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 on September 19, 2017 for bulk transport loads delivered to the Public Works complex. The contract for providing the bulk transport load deliveries has been rebid and awarded to a different vendor. This change in contract requires Commission approval per the Purchasing Codes. Public Works is requesting Commission approval to utilize the new contract with Mansfield Oil Company of Gainesville, Inc., Contract No. Y23-105A, for as long as the contract remains valid.

Issue:

Should the Honorable Mayor and City Commissioners approve the purchase of petroleum products through the existing Orange County Term Contract No. Y23-105A with Mansfield Oil Company of Gainesville, Inc.?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the purchase of petroleum products through the Orange County Term Contract No. Y23-105A , Motor Fuels - Transport Deliveries with Mansfield Oil Company of Gainesville, Inc., for as long as the contract remains valid and up to the amounts incorporated into the budget.

Attachments:

1. Orange County Contract No. Y23-105A

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. Y23-105A
MOTOR FUEL TRANSPORT DELIVERIES (LOTS 1 AND 2)

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
4400 S. Vineland Road
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. **Y23-105-MV, MOTOR FUEL TRANSPORT 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.

Mansfield Oil Company of Gainesville, Inc.
(COMPANY NAME)

BY: _____ (Authorized Signatory

Andy Milton (Name)

SVP, Supply and Distribution (Title)

DATE: 11/18/2022

NOTICES: 1025 Airport Parkway SW (Address)

_____ (Address)

Gainesville, GA 30501 (City, State Zip)

678-450-2285 (Phone)

mocbids@mansfieldoil.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**. Y23-105-MV, MOTOR FUEL TRANSPORT DELIVERIES** - Term Contract.

B. This contract is effective **FEBRUARY 21, 2023**, and shall remain in effect through **FEBRUARY 20, 2024.**

C. The estimated contract award for the initial term of the contract is **$8,808,239.41.**

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, Procurement Manager
Zulay Millan, Assistant Manager
Procurement Division

DATE: 2.15.2023

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

BID RESPONSE FORM
IFB #Y23-105-MV

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. **Estimated annual gallons of all fuels are stated in Attachment A-1, Delivery Schedule.**

ITEM NO.	DESCRIPTION	FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE TAFT TERMINAL
LOT 1, UNLEADED GASOLINE, Transport Loads, as specified		
1.	87 Octane, 8,000+ gallon quantity	$ -0.0147 per gallon
2.	89 Octane, 8,000+ gallon quantity	$ -0.0238 per gallon
3.	93 Octane, 8,000+ gallon quantity	$ -0.0895 per gallon
Total annual estimated quantity Lot 1 – 1,500,000 gallons		
LOT 2, UNDYED AND DYED DIESEL FUEL, Transport Loads, as specified		
4.	7,000 + gallon quantity **Undyed for motor vehicles**	$ -0.0236 per gallon
5.	7,000 + gallon quantity **Dyed diesel for off road use**	$ -0.0240 per gallon
Total annual estimated quantity Lot 2 – 1,010,000 gallons		

Mansfield Oil Company of Gainesville, Inc.
Company Name

FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE ORLANDO

LOT 3, ETHANOL, Transport Loads, as specified

6. E-85 unleaded gasoline, 7,000+ gallon quantity $ No Bid per gallon

Total annual estimated quantity Lot 3 – 0 gallons

FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE MIAMI TERMINAL

LOT 4, BIODIESEL UNDYED AND DYED, Transport Loads, as specified

7. B-10 undyed, 7,000+ gallon quantity $ No Bid per gallon
8. B-20 undyed, 7,000+ gallon quantity $ No Bid per gallon
9. B-10 dyed, 7,000+ gallon quantity $ No Bid per gallon
10. B-20 dyed, 7,000+ gallon quantity $ No Bid per gallon

Total annual estimated quantity Lot 4 – 10,000 gallons

Mansfield Oil Company of Gainesville, Inc.
Company Name

	FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE ORLANDO TERMINAL

LOT 5, BIODIESEL UNDYED AND DYED, Transport Loads, as specified

11.	B-10 undyed, 7,000+ gallon quantity	$ No Bid per gallon
12.	B-20 undyed, 7,000+ gallon quantity	$ No Bid per gallon
13.	B-10 dyed, 7,000+ gallon quantity	$ No Bid per gallon
14.	B-20 dyed, 7,000+ gallon quantity	$ No Bid per gallon

Total annual estimated quantity Lot 5 – 10,000 gallons

Mansfield Oil Company of Gainesville, Inc.
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 one (1) calendar day 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

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Mansfield Oil Company of Gainesville, Inc.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 58-1091383 D-U-N-S® # 03-372-3990

1025 Airport Parkway SW, Gainesville
(Street No. or P.O. Box Number) (Street Name) (City)

Hall County Georgia 30501
(County) (State) (Zip Code)

Contact Person: Dan Luther

Phone Number: (678) 450-2285 Fax Number: (678) 450-2242

Email Address: mocbids@mansfieldoil.com

EMERGENCY CONTACT

Emergency Contact Person: Dan Luther

Telephone Number: (800) 695-6626 Cell Phone Number: (678) 450-2285

Residence Telephone Number: (678) 450-2285 Email: dluther@mansfieldoil.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 09/27/2022 Addendum No. 3, Date 10/28/2022

Addendum No. 2, Date 10/14/2022 Addendum No. 4, Date 11/08/2022

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
Dan Luther	VP, Government Sales	(678) 450 -2285 dluther@mansfieldoil.com
Andy Milton	SVP, Supply and Distribution	(678) 450-2106 amilton@mansfieldoil.com

(Signature)

11/18/2022
(Date)

SVP, Supply and Distribution
(Title)

Mansfield Oil Company of Gainesville, Inc.
(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: Georgia

Principal Place of Business (Florida Statute Chapter 607): Gainesville / Hall County / GA
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: 58-1091383

* *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 agreement between all joint venture parties. This joint venture agreement must 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 an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

SCHEDULE OF SUBCONTRACTING, IFB NO. Y23-105-MV

As specified in the General Terms and Conditions and in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted
Team Logistics Company LLC	22 Main Street Greenville, SC, 29601	Supply and delivery of petroleum products.	TBD

Company Name: Mansfield Oil Company of Gainesville, Inc.

November 8, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y23-105; ADDENDUM #4

MOTOR FUEL TRANSPORT 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. BID SUBMISSION DUE DATE

1. The Bid Submission Due Date is hereby changed from ~~Tuesday, November 15, 2022~~ to Tuesday, November 22, 2022 at 4:00PM.

B. CHANGES

1. **BID RESPONSE FORM PAGES 30 THROUGH 32 IS REPLACED IN ITS ENTIRETY WITH BID RESPONSE FORM PAGES 30A THROUGH 32 A. BID RESPONSE FORM IS ATTACHED IN THIS ADDENDUM 4.**

2. **Attachment A – Delivery Schedule** is deleted in its entirety and replaced with **Attachment A-1. Attachment A-1** is attached in this Addendum 4.

3. **Attachment 2 – Bid Tabulation** is added to this Addendum 4.

4. **Attachment 3 – Annual Usage Report** is added to this Addendum 4.

5. **Attachment 4 – Automated Fuel Sites Information – Orange County Fleet Management Division Capacity/Usage** is added to this Addendum 4.

6. Special Terms and Conditions, Page 21, Item 6. **BID PRICES** is changed as follows:

6. BID PRICES

A. For petroleum motor fuels, 87, 89 and 93 octane gasoline, ultra-low sulfur diesel fuel, undyed and dyed ~~and E-85~~, 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 Taft (located at 9919 Orange Ave. Orlando, FL 32824). to arrive at the purchase price per gallon for each fuel type and/or grade listed. E-85 shall be from Orlando Terminal, located at 555 Hwy. 401 Cape Canaveral, FL 32920.

The formula for figuring E-85 ethanol biofuel shall be 83% of E-100 OPIS plus 17% of E-10, 87 octane OPIS.

Note: All grades of gasoline petroleum motor fuels as referenced above are E-10 when sourced from ~~the Taft~~ Terminal.

For B-10 and B-20, the rack average for B-10 and B-20 blended at the ~~Taft~~ terminal shall be used to determine the final price for biodiesel motor fuels ordered by the County.

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-1, 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, May 5, 2022 shall be utilized to arrive at the purchase price per gallon for fuel(s) delivered Sunday, May 8, 2022 through Saturday, May 14, 2022.

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. Vendor(s) shall be responsible for correctly invoicing each agency/entity utilizing this contract.

C. Taxes shall be listed as separate line items on all invoices. **Vendor(s) shall be responsible for informing each using agency/entity utilizing the contract of any and all tax changes as they occur. Any difference in taxes that occur as a result of an agency/entity not being informed of a tax change shall be borne by the vendor.**

C. QUESTIONS AND ANSWERS

Question 1 - Please provide which locations are accessible by Transport Trucks (18-Wheel Truck)
Answer - For Orange County (OC) – all 10,000+ Gal sites are accessible by Transport Trucks.

Question 2 - Please provide which locations are accessible by Small Transport Trucks?
Answer - For OC –All sites are accessible by small transport trucks.

Question 3 - If a split occurs, how many sites are allowed to be split per delivery?
Answer - For Orange County – if split loads are only 2 sites.

Question 4 - If a split occurs, how many products are allowed to be split per delivery?
Answer - For OC – split loads may be up to two products.

Question 5 - How often are deliveries split between multiple locations?
Answer - For OC – Rarely, usually as we prep for incoming storm.

Question 6 - How often are deliveries split with multiple products?
Answer - For OC – Rarely, usually only when we prep for incoming storms.

Question 7 - What are the payment terms for this contract?
Answer – For OC – Please see page 12, General Terms and Conditions Item number 33 PAYMENT TERM/DISCOUNT and page 25, Special Terms and Conditions Item 12 PAYMENT.

Question 8 - Who is the current incumbent for the contract?
Answer – The current Contractor is Petroleum Traders, Inc.

Question 9 - May I please get a bid tabulation from the last award of this contract?
Answer – For Bid Tabulation please see B. CHANGES, Attachment 2 – Bid Tabulation of this Addendum 4.

Question 10 - May I please get a copy of the most recent Bill of Lading for each location?
Answer - Although a bill of lading is not provided, attached is a spreadsheet with the usage and capacity/usage with pricing and quantities. Please see B. CHANGES Attachment 3 – Annual Usage Report and Attachment 4 – Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 11 - May I please get a copy of the most recent fuel invoice for each location?
Answer - Although an invoice is not provided, attached is a spreadsheet with the usage with pricing and quantities. Please see B. CHANGES Attachment 3 – Annual Usage Report and Attachment 4 – Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 12 - Which locations require B-10 biodiesel?
Answer - For OC – none at this time. The product may be used in the future.

Question 13 - Which locations require B-20 biodiesel?
Answer - For OC – none at this time. The product may be used in the future.

Question 14 - Are vendors required to bid on all fuel types?

Answer - Please see Special Terms and Conditions, Item 5. AWARD provision on Page 21.

5. AWARD

Orange County reserves the right to award on an all-or-none basis to the lowest responsive and responsible bidder or to award on a lot-by-lot basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

Question 15 - Are vendors required to bid on all sites and districts within the county?
Answer – Please see Special Terms and Conditions, Item 5. AWARD provision on Page 21.

5. AWARD

Orange County reserves the right to award on an all-or-none basis to the lowest responsive and responsible bidder or to award on a lot-by-lot basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

Question 16 - Please provide a breakdown of the average delivery load per site and product.
Answer - For OC Fleet – all transport loads will be 7,000+ gals.

Question 17 - Will the above ground tanks listed require a pump?
Answer - For OC – Yes.

Question 18 - When is Orange County's expected award date for this bid?
Answer – The current contract is expiring on January 20, 2023. This IFB will be replacing the current contract after the expiration and award of a new contract but the start date is not established yet.

Question 19 - What is the delivery time window for fuel on the sites for Orange County?
Answer – Please see Page 22, Special Terms and Conditions, Item 8. DELIVERY. Delivery shall be no later than one (1) calendar day from receipt of delivery order.

8. DELIVERY

Delivery time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than one (1) calendar day from receipt of delivery order. Monday through Saturday unless other arrangements have been made with the ordering agency/entity. The vendor shall contact each location at least thirty (30) minutes prior to delivery to arrange for an agency/entity representative to be present at time of delivery. The vendor and agency will agree upon a two (2) hour delivery window. Vendor shall contact all other agencies/entities utilizing this contract to obtain their ordering procedures.

Bids submitted which fail to meet this requirement shall be cause for rejection.

Failure of the awarded vendor to meet this delivery requirement shall result in default and termination of the delivery order or contract. 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.

Question 20 - Does the county have specific delivery days that are required when delivery fuel?
Answer - All days shall be available for delivery. Normally MON-FRI for most, but SAT can be an option at our discretion even during normal operations. SUN can also be used especially with approaching/recovering from a storm or other emergencies.

Question 21 - Is there a DBE/MWBE requirement for this bid?
Answer - There is no MWBE requirement for this bid.

Question 22 - Does the county want prices based off of the OPIS Gross Contract Average Orlando terminal?
Answer – Yes. There are multiple terminals in this Invitation For Bids. Please see B. CHANGES, Item 6. BID PRICES in this Addendum 4.

Question 23 - Does the county want prices based off of the OPIS Gross Contract Average Taft terminal?
Answer – Yes. There are multiple terminals in this Invitation For Bids. Please see B. CHANGES, Item 6. BID PRICES in this Addendum 4.

Question 24 - For the 300,000 gallons of 87 octane for Seminole County Government, is this meant to be ethanol free?

Answer – Per the Seminole County Government they use 87 Octane with 10% ethanol.

Question 25 - For the 300,000 gallons of 87 octane for Seminole County Government, is this meant to be 87 octane 10% ethanol?

Answer – Per the Seminole County Government they use 87 Octane with 10% ethanol.

Question 26 - For the City of Cocoa, are the sites indicated as DULS-Diesel Gen intended for dyed diesel use?

Answer – Yes, Dyed or Off-road Diesel.

Question 27 - Please provide a breakdown of the estimated annual volume and fuel type for each site/tank.

Answer - For OC - This is unknown due to multiple variables. 4400 Vineland Road is usually Orange County's busiest site. Total usage is supplied in bid contract for OC Fleet usage. Please see B. CHANGES, Attachment 3 – Annual Usage Report and Attachment 4 – Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 28 - Does Orange County have the access to provide addresses on the sites with '(no physical address provided)' indicated on the Delivery Schedule?
Answer - All OC sites have addresses. Please see B. CHANGES, Item 2, for updated Attachment A-1 Delivery Schedule in this Addendum 4.

Question 29 - The Bid Response Form states that the fixed discount or markup should be subtracted from the OPIS Average for the Orlando/Taft terminal. Taft and Orlando are different terminal cities in OPIS with different pricing, which OPIS city does the County want to be priced off of?
Answer – Please see A. CHANGES, Items 1. Bid Response Form and Item 2. Delivery Schedule A-1 in this Addendum 4.

Question 30 - Regarding the requirement for the 2 hour delivery window - due to current market conditions and carrier shortages, could we use the standard 4 hour delivery window?
Answer - Not for normal deliveries. During/After approaching storms we understand this can change. Please see B. CHANGES, Item 6. BID PRICES in this Addendum 4.
Question 31 - Regarding the requirement for delivery within 24 hours - due to current market conditions and carrier shortages, could we use agree to 24-48 hour delivery time?
Answer - For OC – No, delivery shall be within one calendar day from receipt of delivery order. Please see page 22, Special Terms and Conditions, Item 8. DELIVERY.

Question 32 - What are the expected contract start and end dates?
Answer – The current contract is expiring on January 20, 2023. This IFB will be replacing the current contract after the expiration and award of a new contract but the start date is not established yet. Also, see Page 28, Special Terms and Conditions, Item 16. CONTRACT TERM/RENEWAL provision.

Question 33 - Is there an established MWBE and / or SDV goal for this solicitation?
Answer - No, there is not an established M/WBE and/or SDV goal for this Solicitation.

Question 34 - The Bid documents ask for a margin based on Transport load sizes for 8,000 gallons - could you advise how the pricing for the smaller (TW) tanks will be billed?
Answer - The small tanks are not OC Fleet tanks and should not be part of this bid. Separate contract (Y18-1124 was previously awarded for Motor Fuel – Tank Wagon Deliveries) for small tanker loads. See B. CHANGES, Item 2, Attachment A-1 Delivery Schedule on this Addendum 4.

Question 35 - Regarding 12100 Young Pine road - Previously we show this location had a 10,000 gallon gas tank, but the bid document just shows (2) 1,000 gallon tanks - could you advise?
Answer - Please see answer to Question #34 in this Addendum 4.

Question 36 - Regarding 1621 Alafaya Tr - Previously we show this location had a 10,000 gallon gas tank, but the bid document just show a 1,000 gallon tank- could you advise?
Answer - Please see answer to Question #34 in this Addendum 4.

Question 37 - May we No Bid the smaller tank wagon locations (less than transport loads) and still be considered for award?
Answer - Please see answer to Question #34 in this Addendum 4.

Question 38 - Would you consider adding separate pricing for less than transport loads?
Answer - Please see answer to Question #34 in this Addendum 4.

Question 39 - May we request that the delivery hours be expanded to 4 hours? Understanding and acknowledging that delivery times are essential, a 2-hour window is too tight for a safe delivery with a 24-hour delivery notice.
Answer - For OC – No, it shall be 2 hours. Please see answer to Question #19 in this Addendum 4.

Question 40 - Please define the expected payment terms for this contract. Chapter 218 does not define a payment term other than timely. If the expected payment terms are Net 30, please confirm.
Answer – Please see answer to Question #7 in this Addendum 4.

Question 41 - Please clarify calculation for the MWBE, SDVB preference. Is it calculated on extended fuel prices or on the increment above or below OPIS Average? A 3% price advantage for extended fuel prices would result in an over $250,000 advantage. If this is calculated based on extended fuel prices, please consider reducing or eliminating the percentage advantage or allowance so as to create a fair bidding environment.
Answer - There is no M/WBE availability for the proposed scopes of services.

Question 42 – Is this contract federally funded?
Answer – No. This contract is not federally funded.

Question 43 - The line items on the bid sheet identify the total volume estimate at 2,530,000 gallons. Is this volume listed only for Orange County facilities and not the COOP participants? Are the volumes listed for the COOP locations in addition to the price sheet volumes? Are the COOPs listed currently active on the existing contract?

Answer – The volumes listed on the Bid Response Form are for Orange County only. The volumes listed for the COOP locations are in addition and are not part of this contract. The rest of the agencies may piggyback off this contract.

Question 44 - There are gaps in the year when E-100 does not post, how are vendors to price E-100 if there is not an OPIS posting?
Answer - For OC—we no longer regularly use E85, this is not an issue.

Question 45 - B-10 and B-20 do not post in the Taft OPIS, B-10 and B-20 only post in the Orlando OPIS. How should B-10 and B-20 be priced?
Answer - For OC – B-10 and B-20 terminal is Orlando. Please see B. CHANGES, Item 6. BID PRICES in this Addendum 4.

Question 46 - Please provide a current invoice.
Answer - Although an invoice is not provided, attached is a spreadsheet with the usage with pricing and quantities. Please see B. CHANGES, Attachment 3 – Annual Usage Report and Attachment 4 – Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 47 - Please provide bill of ladings for all fuel grades on this solicitation.

Answer – Although a bill of ladings is not provided, attached is a spreadsheet with the usage with pricing and quantities. Please see B. CHANGES, Attachment 3 Annual Usage Report and Attachment 4 Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 48 - Please provide tax exemptions / certificates.
Answer - While the County is tax exempt, we will not be providing the certification at this time in the solicitation process.

Question 49 - What is the expected start date for deliveries?
Answer - At the start of the contract period.

Question 50 - Would the County consider extending the due date?
Answer – Yes, please see A. BID SUBMISSION DUE DATE in this Addendum 4.

Question 51 - Will bids be considered responsive if electronic signatures are used? (i.e. DocuSign)
Answer – From the vendors end we don't prescribe what mechanism they use to sign their bids, it just needs to be signed.

Question 52 - Or are wet signatures required for bids to be considered responsive?
Answer – Please see answer to Question 51 in this Addendum 4.

Question 53 - If shown as line items on the invoice, will payment for the applicable taxes be processed?
Answer – Yes, taxes will be paid if listed separately.

Question 54 - How is the basis for award calculated regarding the submitted prices?

Answer – Please see answer to Question 5 in this Addendum 4.

Question 55 - Will the county pay via ACH or via mail?
Answer - For OC – This is controlled by Orange County Comptroller. Many vendors are set up for EFT/ACH and is used regularly for other contracts.

Question 56 - Ref 6.A: can raises be included in the bid for the additional years?
Answer – No.

Question 57 - Ref 7: Do you want one price per product for all delivery locations listed in the bid?
Answer - For OC – Yes, one price each for all delivery locations listed for Transport Loads (7000+ Gal).

Question 58 - Ref Schedule of Subcontracting: do we need to list common carriers as a subcontractor if we intend to use common carriers?
Answer – No. If common carriers will be used in this contract, please mark it on the Bid Response Form.

Question 59 - Do you have estimated gallon usage by site?
Answer - Please see B. CHANGES, Attachment 3 - Annual Usage Report and Attachment 4 -Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 60 - Are all sites listed going to ride this contract? i.e., City of Altamonte Springs will expect deliveries and the same pricing as the sites for Orange County Government?
Answer – All agencies listed in Attachment A-1 DELIVERY SCHEDULE may piggyback off of this contract. Pricing, terms and conditions of the contract are expected to be extended to the rest of the agencies if the Contractor agrees.

D. 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:

_____	11/18/2022
Authorized Signature	Date
SVP, Supply and Distribution	
Title	
Mansfield Oil Company of Gainesville, Inc.	
Name of Firm	

ATTACHMENT A-1 DELIVERY SCHEDULE

LOCATION	**TANK CAPACITY IN GALLONS**	**FUEL**	A = Above Ground B = Below Ground
ORANGE COUNTY GOVERNMENT			
Estimated Total Annual Usage in Gallons			
1,500,000, 87 Octane, E-10			
10,000, 89 Octane, E-10			
10,000, E-85			
10,000, ULS Diesel			
1,010,000, Dyed ULS Diesel			
4400 Vineland Rd., Orlando, FL	15,000	87 Octane	B
	15,000	87 Octane	B
	15,000	87 Octane	B
	15,000	Dyed Diesel	B
	15,000	Dyed Diesel	B
	12,000	87 Octane	A
1111 N. Rock Springs Rd., Apopka, FL	15,000	87 Octane	B
475 Story Rd., Ocoee, FL	15,000	87 Octane	B
12050 E. Colonial Dr., Union Park, FL	15,000	87 Octane	B
	10,000	Diesel	B
	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
3258 Clarcona Rd., Apopka, FL	12,000	87 Octane	A
	15,000	Dyed Diesel	A

644 Beulah Rd., Winter Garden, FL	15,000	87 Octane	B
	15,000	Dyed Diesel	B
3500 Goldengem Road, Zellwood, FL	15,000	87 Octane	B
	15, 000	Dyed Diesel	B
11442 Intermodal Way, Taft, FL	15,000	87 Octane	B
	15, 000	Dyed Diesel	B
4561 Young Pine Road, Orlando, FL	15,000	87 Octane	B
	15,000	Dyed Diesel	B
2530 Forsyth Rd., Orlando, FL	15,000	87 Octane	B
	12,000	Dyed Diesel	B
18735 Old Cheney Hwy., Bithlo, FL	15,000	87 Octane	B
	15,000	Dyed Diesel	B
5901 Young Pine Rd., Orlando, FL	10,000	Dyed Diesel	A
12100 Young Pine Rd., Orlando, FL	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
9100 Curry Ford Rd., Orlando, FL	10,000	Dyed Diesel	A
	10,000	Dyed Diesel	A
1621 S. Alafaya Trail, Orlando, FL	12,000	Dyed Diesel	A

	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
4200 John Young Parkway, Orlando, FL	15,000	Dyed Diesel	B
4760 Sand Lake Rd., Orlando, FL	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
	10,000	Dyed Diesel	A
	16,000	Dyed Diesel	B
701 W. McCormick Rd., Apopka, FL	12,000	Dyed Diesel	B
8100 President Drive Orlando FL	15,000	87 Octane	B
	20,000	Dyed Diesel	B
CITY OF ALTAMONTE SPRINGS			
Estimated Annual Usage in Gallons			
200,000, 87 Octane, E-10			
120,000, ULS Diesel			
20,000, Dyed ULS Diesel			
975 Calabria Dr. Altamonte Springs, FL	10,000	87 Octane	B
497 West Dr., Altamonte Springs, FL	10,000	87 Octane	B
952 Keller Rd., Altamonte Springs, FL	8,000	Dyed Diesel	A
CITY OF OCOEE			
Estimated Annual Usage in Gallons			
119,000, 87 Octane, E-10			

58,400, ULS Diesel			
301 Maguire Rd., Ocoee, FL	10,000	87 Octane	A
	10,000	Diesel	A
CITY OF WINTER PARK			
Estimated Annual Usage in Gallons			
170,890, 89 Octane, E-10			
90,842, ULS Diesel			
12,000, Dyed ULS Diesel			
1409 Howell Branch Rd., Winter Park, FL	10,000	89 Octane	B
	10,000	Diesel	B
500 N. Virginia Dr., Winter Park, FL	10,000	89 Octane	B
	10,000	Diesel	B
ORLANDO UTILITIES COMMISSION			
Estimated Annual Usage in Gallons			
210,000, 87 Octane, E-10			
60,000 ULS Diesel			
230,000 Bio Diesel B20			
30,000 Dyed Diesel			
95,000 E-85			
6025 Pershing Ave., Orlando, FL	10,000	87 Octane	A
	10,000	Diesel	A
	10,000	E85	A
3824 Gardenia Ave., Orlando, FL	10,000	87 Octane	A
	10,000	Diesel	A
	10,000	E85	A
5100 Alafaya Trail, Orlando, FL	10,000	87 Octane	A
	20,000	Diesel	A
502 W. Sand Lake Road, Orlando, FL	7,000	Dyed Diesel	A

SEMINOLE COUNTY GOVERNMENT			
Estimated Annual Usage in Gallons			
300,000, 87 Octane			
600,000 ULS Diesel			
8,000 Dyed ULS Diesel			
141 Bush Loop, Sanford, FL	20,000	87 Octane	B
	20,000	Diesel	B
	30,000	Diesel	B
1910 E. Osceola Rd., Geneva, FL	12,000	87 Octane	A
	12,000	Diesel	A
150 Bush Blvd., Sanford, FL	10,000	Diesel	A
CITY OF COCOA			
Estimated Annual Usage in Gallons			
260,900, 87 Octane, E-10			
70,000, ULS Diesel			
5,200, Pre-93 Non-Eth			
190,000, DULS-Diesel Gen			
301 Shearer, Cocoa, FL	18,000 Dual Compartment	87 Octane	A
	10,000	Diesel	A
28400 SR 520 Christmas, FL	10,000	DULS-Diesel Gen	A
	10,000	DULS-Diesel Gen	A
	10,000	DULS-Diesel Gen	A
17000 Weewahootee Road, Orlando, FL	10,000	DULS-Diesel Gen	A

ORANGE COUNTY GOVERNMENT FLORIDA

Orange County Board of County Commissioners
Fleet Management Division
Automated Fuel Sites Information -- CAPACITY/USAGE

Location	Site #	Address	Hours	Product/Fuel Type	Tank Type	Capacity (Gallons) UNL	DSL	E85	FY2022 Usage	
Highway--West Orange (Dist #3)	79	644 Beulah Road, Winter Garden, 32787	**RESTRICTED**--700am-330pm	UNL & DSL	UST	15,000	15,000		58,778	3.5%
Highway/Public Works	80	4200 S. John Young Pkwy. Orlando 32839	700am-330pm	DSL	UST		15,000		109,724	6.5%
Apopka	81	1111 N. Rock Springs Road, Apopka, 32703	**RESTRICTED** -- 24 hr	UNL	UST	15,000			104,872	6.2%
East Orange	82	12050 E. Colonial Dr., Orlando, 32826	24 hr	UNL	UST				22,750	1.3%
Fleet Mgmt.	83	4400 S. Vineland Road, Orlando, 32811	24 hr	UNL & DSL	UST	45,000	30,000		462,383	27.4%
Highway--3 Points (Dist #4)	84	4651 Young Pine Rd, Orlando, 32829	**RESTRICTED** - 700am-330pm	UNL & DSL	UST	15,000	15,000		141,432	8.4%
Ocoee	85	475 W. Story Road, Ocoee, 34761	**RESTRICTED** -- 24 hr	UNL	UST	15,000			131,668	7.8%
Highway--Claracona (Dist #2)	86	3258 Claracona Road, Orlando, 32703	**RESTRICTED** - 700am-330pm	~~UNL~~ & DSL	UST	15,000	15,000		43,943	2.6%
Utilities -- EWRF (Easterly)	87	1621 S. Alafaya Trail, Orlando, 32817	**GUARD**--700am-330pm	~~UNL~~ & DSL	UST	-	9,000		73,301	4.3%
Fleet Mgmt.	88	4400 S. Vineland Road, Orlando, 32811	24 hr	E85-Ethanol	AST			12,000	0	0.0%
	89	8100 Presidents Dr, Orlando 32809	**GUARDED**	UNL & DSL	UST	15,000	20,000		265,612	15.7%
Highway--Forsyth (Dist #5)	90	2531 Forsyth Road, Orlando, 32792	**RESTRICTED**--700am-330pm	UNL & DSL	UST	15,000	11,600		117,009	6.9%
Highway--Bithlo	91	18753 Old Cheney Hwy, Orlando (Bithlo) 32820	**RESTRICTED** - 700am-330pm	UNL & DSL	UST	15,000	15,000		46,780	2.8%
Highway--Zellwood	92	3500 Golden Gem Rd., Zellwood 32703	**RESTRICTED** - 700am-330pm	UNL & DSL	UST	15,000	15,000		48,439	2.9%
Highway--Taft	96	11442 Intermodel Way, Orlando (Taft), 32824	**RESTRICTED** - 700am-330pm	UNL & DSL	UST	15,000	15,000		62,857	3.7%
					TOTAL	*171,000*	*175,600*	*12,000*	1,689,547	
						164700	158040			
						Total Fuel Capacity (Gals)		**358,600**		
						Usable/Ullage Capacity (Gals)		**322,740**		

October 14, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y23-105; ADDENDUM #2

MOTOR FUEL TRANSPORT 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 Due Date is hereby changed from ~~Tuesday, October 20, 2022~~ to Tuesday, November 1, 2022 at 4:00PM.

B. A forthcoming addendum will be issued to answer all questions submitted.

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:

_____	11/18/2022
Authorized Signature	Date
SVP, Supply and Distribution	
Title	
Mansfield Oil Company of Gainesville, Inc.	
Name of Firm	

November 8, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y23-105; ADDENDUM #4

MOTOR FUEL TRANSPORT 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. BID SUBMISSION DUE DATE

1. The Bid Submission Due Date is hereby changed from ~~Tuesday, November 15, 2022~~ to Tuesday, November 22, 2022 at 4:00PM.

B. CHANGES

1. **BID RESPONSE FORM PAGES 30 THROUGH 32 IS REPLACED IN ITS ENTIRETY WITH BID RESPONSE FORM PAGES 30A THROUGH 32 A. BID RESPONSE FORM IS ATTACHED IN THIS ADDENDUM 4.**

2. **Attachment A – Delivery Schedule** is deleted in its entirety and replaced with **Attachment A-1. Attachment A-1** is attached in this Addendum 4.

3. **Attachment 2 – Bid Tabulation** is added to this Addendum 4.

4. **Attachment 3 – Annual Usage Report** is added to this Addendum 4.

5. **Attachment 4 – Automated Fuel Sites Information – Orange County Fleet Management Division Capacity/Usage** is added to this Addendum 4.

6. Special Terms and Conditions, Page 21, Item 6. **BID PRICES** is changed as follows:

6. BID PRICES

A. For petroleum motor fuels, 87, 89 and 93 octane gasoline, ultra-low sulfur diesel fuel, undyed and dyed ~~and E-85~~, 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 Taft (located at 9919 Orange Ave. Orlando, FL 32824). to arrive at the purchase price per gallon for each fuel type and/or grade listed. E-85 shall be from Orlando Terminal, located at 555 Hwy. 401 Cape Canaveral, FL 32920.

The formula for figuring E-85 ethanol biofuel shall be 83% of E-100 OPIS plus 17% of E-10, 87 octane OPIS.

Note: All grades of gasoline petroleum motor fuels as referenced above are E-10 when sourced from ~~the Taft~~ Terminal.

For B-10 and B-20, the rack average for B-10 and B-20 blended at the ~~Taft~~ terminal shall be used to determine the final price for biodiesel motor fuels ordered by the County.

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-1, 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, May 5, 2022 shall be utilized to arrive at the purchase price per gallon for fuel(s) delivered Sunday, May 8, 2022 through Saturday, May 14, 2022.

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. Vendor(s) shall be responsible for correctly invoicing each agency/entity utilizing this contract.

C. Taxes shall be listed as separate line items on all invoices. **Vendor(s) shall be responsible for informing each using agency/entity utilizing the contract of any and all tax changes as they occur. Any difference in taxes that occur as a result of an agency/entity not being informed of a tax change shall be borne by the vendor.**

C. QUESTIONS AND ANSWERS

Question 1 - Please provide which locations are accessible by Transport Trucks (18-Wheel Truck)
Answer - For Orange County (OC) – all 10,000+ Gal sites are accessible by Transport Trucks.

Question 2 - Please provide which locations are accessible by Small Transport Trucks?
Answer - For OC –All sites are accessible by small transport trucks.

Question 3 - If a split occurs, how many sites are allowed to be split per delivery?
Answer - For Orange County – if split loads are only 2 sites.

Question 4 - If a split occurs, how many products are allowed to be split per delivery?
Answer - For OC – split loads may be up to two products.

Question 5 - How often are deliveries split between multiple locations?
Answer - For OC – Rarely, usually as we prep for incoming storm.

Question 6 - How often are deliveries split with multiple products?
Answer - For OC – Rarely, usually only when we prep for incoming storms.

Question 7 - What are the payment terms for this contract?
Answer – For OC – Please see page 12, General Terms and Conditions Item number 33 PAYMENT TERM/DISCOUNT and page 25, Special Terms and Conditions Item 12 PAYMENT.

Question 8 - Who is the current incumbent for the contract?
Answer – The current Contractor is Petroleum Traders, Inc.

Question 9 - May I please get a bid tabulation from the last award of this contract?
Answer – For Bid Tabulation please see B. CHANGES, Attachment 2 – Bid Tabulation of this Addendum 4.

Question 10 - May I please get a copy of the most recent Bill of Lading for each location?
Answer - Although a bill of lading is not provided, attached is a spreadsheet with the usage and capacity/usage with pricing and quantities. Please see B. CHANGES Attachment 3 – Annual Usage Report and Attachment 4 – Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 11 - May I please get a copy of the most recent fuel invoice for each location?
Answer - Although an invoice is not provided, attached is a spreadsheet with the usage with pricing and quantities. Please see B. CHANGES Attachment 3 – Annual Usage Report and Attachment 4 – Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 12 - Which locations require B-10 biodiesel?
Answer - For OC – none at this time. The product may be used in the future.

Question 13 - Which locations require B-20 biodiesel?
Answer - For OC – none at this time. The product may be used in the future.

Question 14 - Are vendors required to bid on all fuel types?

Answer - Please see Special Terms and Conditions, Item 5. AWARD provision on Page 21.

5. AWARD

Orange County reserves the right to award on an all-or-none basis to the lowest responsive and responsible bidder or to award on a lot-by-lot basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

Question 15 - Are vendors required to bid on all sites and districts within the county?
Answer – Please see Special Terms and Conditions, Item 5. AWARD provision on Page 21.

5. AWARD

Orange County reserves the right to award on an all-or-none basis to the lowest responsive and responsible bidder or to award on a lot-by-lot basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

Question 16 - Please provide a breakdown of the average delivery load per site and product.
Answer - For OC Fleet – all transport loads will be 7,000+ gals.

Question 17 - Will the above ground tanks listed require a pump?
Answer - For OC – Yes.

Question 18 - When is Orange County's expected award date for this bid?
Answer – The current contract is expiring on January 20, 2023. This IFB will be replacing the current contract after the expiration and award of a new contract but the start date is not established yet.

Question 19 - What is the delivery time window for fuel on the sites for Orange County?
Answer – Please see Page 22, Special Terms and Conditions, Item 8. DELIVERY. Delivery shall be no later than one (1) calendar day from receipt of delivery order.

8. DELIVERY

Delivery time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than one (1) calendar day from receipt of delivery order. Monday through Saturday unless other arrangements have been made with the ordering agency/entity. The vendor shall contact each location at least thirty (30) minutes prior to delivery to arrange for an agency/entity representative to be present at time of delivery. The vendor and agency will agree upon a two (2) hour delivery window. Vendor shall contact all other agencies/entities utilizing this contract to obtain their ordering procedures.

Bids submitted which fail to meet this requirement shall be cause for rejection.

Failure of the awarded vendor to meet this delivery requirement shall result in default and termination of the delivery order or contract. 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.

Question 20 - Does the county have specific delivery days that are required when delivery fuel?
Answer - All days shall be available for delivery. Normally MON-FRI for most, but SAT can be an option at our discretion even during normal operations. SUN can also be used especially with approaching/recovering from a storm or other emergencies.

Question 21 - Is there a DBE/MWBE requirement for this bid?
Answer - There is no MWBE requirement for this bid.

Question 22 - Does the county want prices based off of the OPIS Gross Contract Average Orlando terminal?
Answer – Yes. There are multiple terminals in this Invitation For Bids. Please see B. CHANGES, Item 6. BID PRICES in this Addendum 4.

Question 23 - Does the county want prices based off of the OPIS Gross Contract Average Taft terminal?
Answer – Yes. There are multiple terminals in this Invitation For Bids. Please see B. CHANGES, Item 6. BID PRICES in this Addendum 4.

Question 24 - For the 300,000 gallons of 87 octane for Seminole County Government, is this meant to be ethanol free?

Answer – Per the Seminole County Government they use 87 Octane with 10% ethanol.

Question 25 - For the 300,000 gallons of 87 octane for Seminole County Government, is this meant to be 87 octane 10% ethanol?

Answer – Per the Seminole County Government they use 87 Octane with 10% ethanol.

Question 26 - For the City of Cocoa, are the sites indicated as DULS-Diesel Gen intended for dyed diesel use?

Answer – Yes, Dyed or Off-road Diesel.

Question 27 - Please provide a breakdown of the estimated annual volume and fuel type for each site/tank.

Answer - For OC - This is unknown due to multiple variables. 4400 Vineland Road is usually Orange County's busiest site. Total usage is supplied in bid contract for OC Fleet usage. Please see B. CHANGES, Attachment 3 – Annual Usage Report and Attachment 4 – Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 28 - Does Orange County have the access to provide addresses on the sites with '(no physical address provided)' indicated on the Delivery Schedule?
Answer - All OC sites have addresses. Please see B. CHANGES, Item 2, for updated Attachment A-1 Delivery Schedule in this Addendum 4.

Question 29 - The Bid Response Form states that the fixed discount or markup should be subtracted from the OPIS Average for the Orlando/Taft terminal. Taft and Orlando are different terminal cities in OPIS with different pricing, which OPIS city does the County want to be priced off of?
Answer – Please see A. CHANGES, Items 1. Bid Response Form and Item 2. Delivery Schedule A-1 in this Addendum 4.

Question 30 - Regarding the requirement for the 2 hour delivery window - due to current market conditions and carrier shortages, could we use the standard 4 hour delivery window?
Answer - Not for normal deliveries. During/After approaching storms we understand this can change. Please see B. CHANGES, Item 6. BID PRICES in this Addendum 4.
Question 31 - Regarding the requirement for delivery within 24 hours - due to current market conditions and carrier shortages, could we use agree to 24-48 hour delivery time?
Answer - For OC – No, delivery shall be within one calendar day from receipt of delivery order. Please see page 22, Special Terms and Conditions, Item 8. DELIVERY.

Question 32 - What are the expected contract start and end dates?
Answer – The current contract is expiring on January 20, 2023. This IFB will be replacing the current contract after the expiration and award of a new contract but the start date is not established yet. Also, see Page 28, Special Terms and Conditions, Item 16. CONTRACT TERM/RENEWAL provision.

Question 33 - Is there an established MWBE and / or SDV goal for this solicitation?
Answer - No, there is not an established M/WBE and/or SDV goal for this Solicitation.

Question 34 - The Bid documents ask for a margin based on Transport load sizes for 8,000 gallons - could you advise how the pricing for the smaller (TW) tanks will be billed?
Answer - The small tanks are not OC Fleet tanks and should not be part of this bid. Separate contract (Y18-1124 was previously awarded for Motor Fuel – Tank Wagon Deliveries) for small tanker loads. See B. CHANGES, Item 2, Attachment A-1 Delivery Schedule on this Addendum 4.

Question 35 - Regarding 12100 Young Pine road - Previously we show this location had a 10,000 gallon gas tank, but the bid document just shows (2) 1,000 gallon tanks - could you advise?
Answer - Please see answer to Question #34 in this Addendum 4.

Question 36 - Regarding 1621 Alafaya Tr - Previously we show this location had a 10,000 gallon gas tank, but the bid document just show a 1,000 gallon tank- could you advise?
Answer - Please see answer to Question #34 in this Addendum 4.

Question 37 - May we No Bid the smaller tank wagon locations (less than transport loads) and still be considered for award?
Answer - Please see answer to Question #34 in this Addendum 4.

Question 38 - Would you consider adding separate pricing for less than transport loads?
Answer - Please see answer to Question #34 in this Addendum 4.

Question 39 - May we request that the delivery hours be expanded to 4 hours? Understanding and acknowledging that delivery times are essential, a 2-hour window is too tight for a safe delivery with a 24-hour delivery notice.
Answer - For OC – No, it shall be 2 hours. Please see answer to Question #19 in this Addendum 4.

Question 40 - Please define the expected payment terms for this contract. Chapter 218 does not define a payment term other than timely. If the expected payment terms are Net 30, please confirm.
Answer – Please see answer to Question #7 in this Addendum 4.

Question 41 - Please clarify calculation for the MWBE, SDVB preference. Is it calculated on extended fuel prices or on the increment above or below OPIS Average? A 3% price advantage for extended fuel prices would result in an over $250,000 advantage. If this is calculated based on extended fuel prices, please consider reducing or eliminating the percentage advantage or allowance so as to create a fair bidding environment.
Answer - There is no M/WBE availability for the proposed scopes of services.

Question 42 – Is this contract federally funded?
Answer – No. This contract is not federally funded.

Question 43 - The line items on the bid sheet identify the total volume estimate at 2,530,000 gallons. Is this volume listed only for Orange County facilities and not the COOP participants? Are the volumes listed for the COOP locations in addition to the price sheet volumes? Are the COOPs listed currently active on the existing contract?

Answer – The volumes listed on the Bid Response Form are for Orange County only. The volumes listed for the COOP locations are in addition and are not part of this contract. The rest of the agencies may piggyback off this contract.

Question 44 - There are gaps in the year when E-100 does not post, how are vendors to price E-100 if there is not an OPIS posting?
Answer - For OC—we no longer regularly use E85, this is not an issue.

Question 45 - B-10 and B-20 do not post in the Taft OPIS, B-10 and B-20 only post in the Orlando OPIS. How should B-10 and B-20 be priced?
Answer - For OC – B-10 and B-20 terminal is Orlando. Please see B. CHANGES, Item 6. BID PRICES in this Addendum 4.

Question 46 - Please provide a current invoice.
Answer - Although an invoice is not provided, attached is a spreadsheet with the usage with pricing and quantities. Please see B. CHANGES, Attachment 3 – Annual Usage Report and Attachment 4 – Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 47 - Please provide bill of ladings for all fuel grades on this solicitation.

Answer – Although a bill of ladings is not provided, attached is a spreadsheet with the usage with pricing and quantities. Please see B. CHANGES, Attachment 3 Annual Usage Report and Attachment 4 Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 48 - Please provide tax exemptions / certificates.
Answer - While the County is tax exempt, we will not be providing the certification at this time in the solicitation process.

Question 49 - What is the expected start date for deliveries?
Answer - At the start of the contract period.

Question 50 - Would the County consider extending the due date?
Answer – Yes, please see A. BID SUBMISSION DUE DATE in this Addendum 4.

Question 51 - Will bids be considered responsive if electronic signatures are used? (i.e. DocuSign)
Answer – From the vendors end we don't prescribe what mechanism they use to sign their bids, it just needs to be signed.

Question 52 - Or are wet signatures required for bids to be considered responsive?
Answer – Please see answer to Question 51 in this Addendum 4.

Question 53 - If shown as line items on the invoice, will payment for the applicable taxes be processed?
Answer – Yes, taxes will be paid if listed separately.

Question 54 - How is the basis for award calculated regarding the submitted prices?

Answer – Please see answer to Question 5 in this Addendum 4.

Question 55 - Will the county pay via ACH or via mail?
Answer - For OC – This is controlled by Orange County Comptroller. Many vendors are set up for EFT/ACH and is used regularly for other contracts.

Question 56 - Ref 6.A: can raises be included in the bid for the additional years?
Answer – No.

Question 57 - Ref 7: Do you want one price per product for all delivery locations listed in the bid?
Answer - For OC – Yes, one price each for all delivery locations listed for Transport Loads (7000+ Gal).

Question 58 - Ref Schedule of Subcontracting: do we need to list common carriers as a subcontractor if we intend to use common carriers?
Answer – No. If common carriers will be used in this contract, please mark it on the Bid Response Form.

Question 59 - Do you have estimated gallon usage by site?
Answer - Please see B. CHANGES, Attachment 3 - Annual Usage Report and Attachment 4 -Automated Fuel Sites Fleet Usage/Capacity in this Addendum 4.

Question 60 - Are all sites listed going to ride this contract? i.e., City of Altamonte Springs will expect deliveries and the same pricing as the sites for Orange County Government?
Answer – All agencies listed in Attachment A-1 DELIVERY SCHEDULE may piggyback off of this contract. Pricing, terms and conditions of the contract are expected to be extended to the rest of the agencies if the Contractor agrees.

D. 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:

_____ _____
Authorized Signature Date

_____
Title

_____
Name of Firm

ATTACHMENT A-1 DELIVERY SCHEDULE

LOCATION	**TANK CAPACITY IN GALLONS**	**FUEL**	A = Above Ground B = Below Ground
ORANGE COUNTY GOVERNMENT			
Estimated Total Annual Usage in Gallons			
1,500,000, 87 Octane, E-10			
10,000, 89 Octane, E-10			
10,000, E-85			
10,000, ULS Diesel			
1,010,000, Dyed ULS Diesel			
4400 Vineland Rd., Orlando, FL	15,000	87 Octane	B
	15,000	87 Octane	B
	15,000	87 Octane	B
	15,000	Dyed Diesel	B
	15,000	Dyed Diesel	B
	12,000	87 Octane	A
1111 N. Rock Springs Rd., Apopka, FL	15,000	87 Octane	B
475 Story Rd., Ocoee, FL	15,000	87 Octane	B
12050 E. Colonial Dr., Union Park, FL	15,000	87 Octane	B
	10,000	Diesel	B
	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
3258 Clarcona Rd., Apopka, FL	12,000	87 Octane	A
	15,000	Dyed Diesel	A

644 Beulah Rd., Winter Garden, FL	15,000	87 Octane	B
	15,000	Dyed Diesel	B
3500 Goldengem Road, Zellwood, FL	15,000	87 Octane	B
	15, 000	Dyed Diesel	B
11442 Intermodal Way, Taft, FL	15,000	87 Octane	B
	15, 000	Dyed Diesel	B
4561 Young Pine Road, Orlando, FL	15,000	87 Octane	B
	15,000	Dyed Diesel	B
2530 Forsyth Rd., Orlando, FL	15,000	87 Octane	B
	12,000	Dyed Diesel	B
18735 Old Cheney Hwy., Bithlo, FL	15,000	87 Octane	B
	15,000	Dyed Diesel	B
5901 Young Pine Rd., Orlando, FL	10,000	Dyed Diesel	A
12100 Young Pine Rd., Orlando, FL	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
9100 Curry Ford Rd., Orlando, FL	10,000	Dyed Diesel	A
	10,000	Dyed Diesel	A
1621 S. Alafaya Trail, Orlando, FL	12,000	Dyed Diesel	A

	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
4200 John Young Parkway, Orlando, FL	15,000	Dyed Diesel	B
4760 Sand Lake Rd., Orlando, FL	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
	10,000	Dyed Diesel	A
	16,000	Dyed Diesel	B
701 W. McCormick Rd., Apopka, FL	12,000	Dyed Diesel	B
8100 President Drive Orlando FL	15,000	87 Octane	B
	20,000	Dyed Diesel	B
CITY OF ALTAMONTE SPRINGS			
Estimated Annual Usage in Gallons			
200,000, 87 Octane, E-10			
120,000, ULS Diesel			
20,000, Dyed ULS Diesel			
975 Calabria Dr. Altamonte Springs, FL	10,000	87 Octane	B
497 West Dr., Altamonte Springs, FL	10,000	87 Octane	B
952 Keller Rd., Altamonte Springs, FL	8,000	Dyed Diesel	A
CITY OF OCOEE			
Estimated Annual Usage in Gallons			
119,000, 87 Octane, E-10			

58,400, ULS Diesel			
301 Maguire Rd., Ocoee, FL	10,000	87 Octane	A
	10,000	Diesel	A
CITY OF WINTER PARK			
Estimated Annual Usage in Gallons			
170,890, 89 Octane, E-10			
90,842, ULS Diesel			
12,000, Dyed ULS Diesel			
1409 Howell Branch Rd., Winter Park, FL	10,000	89 Octane	B
	10,000	Diesel	B
500 N. Virginia Dr., Winter Park, FL	10,000	89 Octane	B
	10,000	Diesel	B
ORLANDO UTILITIES COMMISSION			
Estimated Annual Usage in Gallons			
210,000, 87 Octane, E-10			
60,000 ULS Diesel			
230,000 Bio Diesel B20			
30,000 Dyed Diesel			
95,000 E-85			
6025 Pershing Ave., Orlando, FL	10,000	87 Octane	A
	10,000	Diesel	A
	10,000	E85	A
3824 Gardenia Ave., Orlando, FL	10,000	87 Octane	A
	10,000	Diesel	A
	10,000	E85	A
5100 Alafaya Trail, Orlando, FL	10,000	87 Octane	A
	20,000	Diesel	A
502 W. Sand Lake Road, Orlando, FL	7,000	Dyed Diesel	A

SEMINOLE COUNTY GOVERNMENT			
Estimated Annual Usage in Gallons			
300,000, 87 Octane			
600,000 ULS Diesel			
8,000 Dyed ULS Diesel			
141 Bush Loop, Sanford, FL	20,000	87 Octane	B
	20,000	Diesel	B
	30,000	Diesel	B
1910 E. Osceola Rd., Geneva, FL	12,000	87 Octane	A
	12,000	Diesel	A
150 Bush Blvd., Sanford, FL	10,000	Diesel	A
CITY OF COCOA			
Estimated Annual Usage in Gallons			
260,900, 87 Octane, E-10			
70,000, ULS Diesel			
5,200, Pre-93 Non-Eth			
190,000, DULS-Diesel Gen			
301 Shearer, Cocoa, FL	18,000 Dual Compartment	87 Octane	A
	10,000	Diesel	A
28400 SR 520 Christmas, FL	10,000	DULS-Diesel Gen	A
	10,000	DULS-Diesel Gen	A
	10,000	DULS-Diesel Gen	A
17000 Weewahootee Road, Orlando, FL	10,000	DULS-Diesel Gen	A

BID RESPONSE FORM
IFB #Y23-105-MV

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. **Estimated annual gallons of all fuels are stated in Attachment A-1, Delivery Schedule.**

ITEM NO.	DESCRIPTION	FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE TAFT TERMINAL
LOT 1, UNLEADED GASOLINE, Transport Loads, as specified		
1.	87 Octane, 8,000+ gallon quantity	$_____per gallon
2.	89 Octane, 8,000+ gallon quantity	$_____per gallon
3.	93 Octane, 8,000+ gallon quantity	$_____per gallon
Total annual estimated quantity Lot 1 – 1,500,000 gallons		
LOT 2, UNDYED AND DYED DIESEL FUEL, Transport Loads, as specified		
4.	7,000 + gallon quantity **Undyed for motor vehicles**	$_____per gallon
5.	7,000 + gallon quantity **Dyed diesel for off road use**	$_____per gallon
Total annual estimated quantity Lot 2 – 1,010,000 gallons		

_____
Company Name

FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE ORLANDO

LOT 3, ETHANOL, Transport Loads, as specified

6. E-85 unleaded gasoline, 7,000+ gallon quantity $_____per gallon

Total annual estimated quantity Lot 3 – 0 gallons

FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE MIAMI TERMINAL

LOT 4, BIODIESEL UNDYED AND DYED, Transport Loads, as specified

7. B-10 undyed, 7,000+ gallon quantity $_____per gallon
8. B-20 undyed, 7,000+ gallon quantity $_____per gallon
9. B-10 dyed, 7,000+ gallon quantity $_____per gallon
10. B-20 dyed, 7,000+ gallon quantity $_____per gallon

Total annual estimated quantity Lot 4 – 10,000 gallons

_____
Company Name

FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE ORLANDO TERMINAL _____

LOT 5, BIODIESEL UNDYED AND DYED, Transport Loads, as specified

11.	B-10 undyed, 7,000+ gallon quantity	$_____per gallon
12.	B-20 undyed, 7,000+ gallon quantity	$_____per gallon
13.	B-10 dyed, 7,000+ gallon quantity	$_____per gallon
14.	B-20 dyed, 7,000+ gallon quantity	$_____per gallon

Total annual estimated quantity Lot 5 – 10,000 gallons

_____
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 one (1) calendar day 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

BID TABULATION
Y17-1070-MV
MOTOR FUELS TRANSPORT DELIVERIES

LOT 1	DESCRIPTION		Palmdale Oil Company	Pro Energy, LLC.	Traders, Corporation	Indigo Energy Partners, LLC.	Mansfield Oil Company of Gainsville, Inc. - NON RESPONSIVE	RKA Petroleum Companies, Inc. - NON RESPONSIVE			$2.60		PPG				
													Hypothetical OPIS Average				
Item	Unleaded Gasoline	Gallons								Palmdale Oil	Pro Energy		Petroleum Traders		Indigo Energy		
1	87 Octane Gasoline, +7,000 gallo	1882964	$0.0080	-$0.0100	-$0.0011	-$0.0001	-$0.0049	$0.0363		$2.6080	$2.5900	$ 4,876,876.76	$2.5989	$ 4,893,635.14	$2.5999	4895518.104	
2	89 Octane Gasoline, +7,000 gallo	10000	-$0.0015	-$0.0150	-$0.0016	-$0.0890	-$0.0106	$0.0292		$2.5985	$2.5850	$ 25,850.00	$2.5984	$ 25,984.00	$2.5110	25110	
3	93 Octane Gasoline, +7000 gallon	1	-$0.0112	-$0.0400	-$0.0241	-$0.2507	-$0.0483	$0.0155		$2.5888	$2.5600	$ 2.56	$2.5759	$ 2.58	$2.3493	2.3493	
LOT 2																	
Item	Undyed and Dyed Diesel Fuel											$ 4,902,729.32				$ 4,920,630.45	
4	Diesel Fuel, +7,000 gallons	10000	$0.0253	$0.0050	$0.0041	$0.0045	$0.0108	$0.0379		$2.6253	$2.6050		$2.6041	$ 26,041.00			
5	Dyed Diesel Fuel, +7,000 gallons	1612000	$0.0296	$0.0100	$0.0008	$0.0134	$0.0087	$0.0348		$2.6296	$2.6100		$2.6008	$ 4,192,489.60			
LOT 3																	
Item	Ethanol																
6	E-85, +7,000 gallons	40000	$0.0411	$0.0500	-$0.1134	$0.0000	$0.0937	$0.0528		$2.6411	$2.6500		$2.4866	$ 99,464.00			
LOT 4						Line 6 No bid											
Item	Undyed and Dyed Biodiesel Fuel																
7	B-10 Diesel Fuel,+7,000 gallons	1	$0.0472	$0.0000	$0.0332	$0.0000	$0.0702	$0.0513		$2.6472	~~$2.6000~~		$2.6332	$ 2.63			
8	B-20 Diesel Fuel,+7,000 gallons	1	$0.0472	$0.0000	$0.0332	$0.0000	$0.0702	$0.0513		$2.6472	~~$2.6000~~		$2.6332	$ 2.63			
9	B-10 Dyed Diesel Fuel,+7,000 gall	1	$0.0472	$0.0000	$0.0376	$0.0000	$0.0702	$0.0513		$2.6472	~~$2.6000~~		$2.6376	$ 2.64			
10	B-20 Dyed Diesel Fuel,+7,000 gall	1	$0.0472	$0.0000	$0.0376	$0.0000	$0.0702	$0.0513		$2.6472	~~$2.6000~~		$2.6376	$ 2.64			
LOT 5				Lines 7-10 No bid		Lines 7-10 No bid								$ -			
Item	Undyed and Dyed Biodiesel Fuel													$ -			
11	B-10 Diesel Fuel,+7,000 gallons	1	$0.0472	$0.0000	$0.0332	$0.0000	$0.0702	$0.0513		$2.6472	~~$2.6000~~		$2.6332	$ 2.63			
12	B-20 Diesel Fuel,+7,000 gallons	1	$0.0472	$0.0000	$0.0332	$0.0000	$0.0702	$0.0513		$2.6472	~~$2.6000~~		$2.6332	$ 2.63			
13	B-10 Dyed Diesel Fuel,+7,000 gall	1	$0.0472	$0.0000	$0.0376	$0.0000	$0.0702	$0.0513		$2.6472	~~$2.6000~~		$2.6376	$ 2.64			
14	B-20 Dyed Diesel Fuel,+7,000 gall	1	$0.0472	$0.0000	$0.0376	$0.0000	$0.0702	$0.0513		$2.6472	~~$2.6000~~		$2.6376	$ 2.64			
ALL BIDS ARE MARKUP FROM OPIS AV				Lines 11-14 No bid		Lines 11-14 No bid											
A - represents a discount from the OPIS														**$ 9,237,637.40**	$ 16,892.40		0.2%
6	E-85, +7,000 gallons		$0.0411	$0.0500	-$0.1134	$0.0000	$0.0937	$0.0528		$2.6411	$2.6500		$2.4866		$0.0000		
										$95,079.6000	$95,400.0000		$89,517.6000		$0.0000		
								No Bid									

ATTACHMENT 3 - USAGE REPORT

Delivery Order Usage Report by Master Agreement/Commodity Line
MA # y17-1070-mv
All DOOC's against this Master Agreement

DOOC NUMBER	PO DATE	EXTENDED PRICE
000000212626	2017/07/28	64,903.97
000000212964	2017/08/04	98,624.98
000000212969	2017/08/04	64,021.02
000000213222	2017/08/11	48,560.18
000000213632	2017/08/18	114,127.02
000000213939	2017/08/25	102,550.52
000000214247	2017/09/01	76,834.89
000000214367	2017/09/19	.00
000000214486	2017/09/08	17,956.11
000000214629	2017/09/14	54,414.54
000000214696	2017/10/27	15,960.00
000000214892	2018/01/10	71,501.39
000000215101	2017/09/27	19,879.98
000000215485	2017/10/02	88,405.68
000000216267	2017/10/05	51,138.18
000000216684	2017/10/12	59,535.75
000000217062	2017/10/20	85,400.52
000000217458	2017/10/27	59,304.29
000000217761	2017/11/03	89,621.08
000000218191	2017/11/10	71,673.03
000000218579	2017/11/17	34,600.54
000000218854	2017/11/22	60,906.02
000000219146	2017/12/01	53,019.23
000000219476	2017/12/08	95,107.60
000000219822	2017/12/15	50,297.49
000000220080	2017/12/26	34,791.45
000000220251	2017/12/29	54,563.41
000000220517	2018/01/05	73,306.41
000000220843	2018/01/12	67,679.44
000000221113	2018/01/19	56,414.48
000000221493	2018/01/26	77,792.99
000000221665	2018/01/30	17,080.24
000000221840	2018/02/02	51,251.63
000000222195	2018/02/09	90,722.82
000000222525	2018/02/16	69,745.34
000000222942	2018/02/23	71,869.49
000000223239	2018/03/02	82,906.17
000000223629	2018/03/09	135,691.16
000000223975	2018/03/16	19,622.56
000000224302	2018/03/23	38,364.37
000000224650	2018/03/30	95,880.51
000000225018	2018/04/06	69,938.42
000000225307	2018/04/11	16,522.40
000000225434	2018/04/13	70,735.19

000000225796	2018/04/20	52,653.13
000000226117	2018/04/27	112,213.48
000000226442	2018/05/04	101,400.66
000000226786	2018/05/10	67,733.67
000000227154	2018/05/18	82,898.01
000000227495	2018/05/25	70,266.15
000000227794	2018/06/01	82,314.52
000000228070	2018/06/08	61,542.44
000000228351	2018/06/14	111,100.26
000000228746	2018/06/22	96,400.02
000000229098	2018/06/29	39,619.58
000000229389	2018/07/06	69,679.82
000000229697	2018/07/13	79,374.71
000000230067	2018/07/20	122,723.81
000000230326	2018/07/27	39,282.56
000000230670	2018/08/03	80,222.81
000000231004	2018/08/10	69,778.07
000000231349	2018/08/17	117,461.96
000000231654	2018/09/06	.00
000000231950	2018/08/31	40,492.99
000000232148	2018/09/06	105,920.74
000000232217	2018/09/07	118,254.27
000000232730	2018/09/24	47,416.95
000000232781	2018/10/27	58,782.69
000000232892	2018/10/09	.00
000000234070	2018/10/08	95,476.37
000000234223	2018/10/10	129,558.06
000000234415	2018/10/12	73,080.63
000000234937	2018/10/22	58,850.81
000000235305	2018/10/26	74,768.69
000000235706	2018/11/02	81,020.46
000000236073	2018/11/09	85,930.40
000000236414	2018/11/16	32,793.03
000000236734	2018/11/26	97,161.47
000000237002	2018/11/30	29,848.80
000000237306	2018/12/07	79,943.94
000000237795	2018/12/14	62,258.91
000000238171	2018/12/21	30,242.37
000000238358	2018/12/28	28,630.73
000000238581	2019/01/04	58,972.73
000000239088	2019/01/14	91,938.63
000000239329	2019/01/18	40,702.91
000000239561	2019/01/25	46,833.35
000000239946	2019/02/01	62,271.79
000000240317	2019/02/08	81,751.80
000000240715	2019/02/15	80,421.00
000000241038	2019/02/22	17,193.93
000000241401	2019/03/01	70,740.23
000000241625	2019/03/25	8,595.83
000000241627	2019/03/06	17,435.87
000000242114	2019/03/15	18,952.88
000000242420	2019/03/22	11,548.46

000000242427	2019/03/25	18,267.50
000000242456	2019/03/25	18,276.14
000000242457	2019/03/25	18,349.59
000000242458	2019/03/22	18,239.41
000000242460	2019/03/22	18,258.86
000000242467	2019/03/22	9,645.74
000000242470	2019/03/22	8,580.71
000000242754	2019/03/29	19,582.88
000000242890	2019/04/01	19,417.77
000000242916	2019/04/02	18,709.35
000000242917	2019/04/02	19,640.75
000000242918	2019/04/02	19,399.19
000000243095	2019/04/05	18,883.46
000000243260	2019/04/09	19,538.84
000000243261	2019/04/09	19,587.51
000000243262	2019/04/09	19,562.02
000000243263	2019/04/09	19,538.84
000000243264	2019/04/09	19,615.32
000000243419	2019/04/12	20,566.85
000000243519	2019/04/15	20,009.87
000000243520	2019/04/15	18,800.46
000000243764	2019/04/19	19,919.05
000000243958	2019/04/23	20,278.89
000000243959	2019/04/23	20,564.41
000000244066	2019/04/26	20,270.99
000000244220	2019/04/30	19,871.88
000000244221	2019/04/30	19,598.30
000000244222	2019/04/30	11,721.25
000000244223	2019/04/30	19,633.68
000000244408	2019/05/03	19,910.89
000000244534	2019/05/06	11,782.86
000000244535	2019/05/06	19,808.82
000000244813	2019/05/10	19,073.11
000000244957	2019/05/13	19,844.63
000000244958	2019/05/13	19,917.99
000000244959	2019/05/13	19,861.20
000000244960	2019/05/13	19,165.47
000000245162	2019/05/17	19,326.50
000000245529	2019/05/24	19,054.82
000000245604	2019/05/28	19,100.32
000000245605	2019/05/28	18,805.59
000000245606	2019/05/28	19,658.02
000000245765	2019/05/31	19,072.48
000000245911	2019/06/03	19,253.02
000000245912	2019/06/03	19,248.42
000000245915	2019/06/03	2,259.66
000000245917	2019/06/03	18,327.57
000000245918	2019/06/03	19,266.80
000000245919	2019/06/03	11,107.21
000000245920	2019/06/03	18,930.43
000000245921	2019/06/03	13,355.34
000000246216	2019/06/07	86,775.10

000000246565	2019/06/14	16,934.81
000000246589	2019/06/14	18,378.77
000000246972	2019/06/21	96,770.97
000000246976	2019/06/21	9,946.67
000000246978	2019/06/21	16,961.07
000000246980	2019/06/21	16,938.85
000000247308	2019/06/28	29,606.60
000000247545	2019/07/05	165,761.86
000000248137	2019/07/19	54,611.05
000000248482	2019/07/26	120,527.10
000000248814	2019/08/02	46,441.01
000000249100	2019/08/09	59,742.96
000000249458	2019/08/16	99,813.46
000000249815	2019/08/23	126,067.36
000000250165	2019/08/30	29,753.41
000000250291	2019/09/06	50,380.20
000000250559	2019/09/13	79,987.74
000000250842	2019/09/20	80,741.05
000000251224	2019/10/01	52,702.52
000000252143	2019/10/04	68,350.03
000000252684	2019/10/25	63,933.12
000000253113	2019/10/18	83,148.54
000000253501	2019/10/25	84,926.17
000000253867	2019/11/01	44,787.37
000000254151	2019/11/08	51,872.16
000000254442	2019/11/15	113,360.31
000000254712	2019/11/22	17,579.35
000000254976	2019/12/02	72,105.46
000000255209	2019/12/20	84,989.89
000000255571	2020/01/02	.00
000000255836	2019/12/23	35,687.23
000000256068	2020/01/02	107,881.96
000000256083	2020/01/03	70,960.80
000000256364	2020/01/10	105,181.06
000000256720	2020/01/17	44,108.71
000000257032	2020/01/24	81,737.42
000000257349	2020/01/31	78,212.88
000000257710	2020/02/07	79,722.67
000000258025	2020/02/14	50,462.85
000000258468	2020/02/21	35,207.23
000000258772	2020/03/02	137,777.80
000000259094	2020/03/06	15,792.73
000000259440	2020/03/13	64,076.91
000000259733	2020/04/13	49,457.72
000000260075	2020/03/27	28,390.19
000000260389	2020/04/03	31,931.33
000000260654	2020/04/10	45,805.47
000000260899	2020/04/17	41,334.64
000000261156	2020/04/24	45,557.27
000000261379	2020/05/01	24,550.44
000000261502	2020/05/05	21,061.85
000000261933	2020/05/15	85,856.26

000000262052	2020/05/19	9,785.39
000000262164	2020/05/22	9,230.98
000000262436	2020/05/29	59,093.60
000000262791	2020/06/05	50,467.10
000000263008	2020/06/11	37,112.49
000000263342	2020/06/19	63,858.62
000000263586	2020/06/25	66,962.44
000000263913	2020/07/02	27,018.74
000000264213	2020/07/10	68,892.81
000000264477	2020/07/17	48,422.66
000000264762	2020/08/27	70,524.63
000000265083	2020/07/31	47,255.68
000000265382	2020/08/07	13,388.55
000000265653	2020/08/14	90,226.88
000000265990	2020/08/21	35,544.78
000000266265	2020/08/28	44,864.21
000000266586	2020/09/04	55,711.39
000000266804	2020/09/25	38,861.78
000000267079	2020/09/18	65,959.38
000000267409	2020/12/11	13,822.51
000000267507	2020/10/01	41,916.20
000000267929	2020/10/02	28,214.23
000000268675	2020/10/09	57,446.73
000000269106	2020/10/16	70,891.36
000000269490	2020/10/23	27,124.37
000000269766	2020/10/30	57,898.03
000000270166	2020/11/06	79,882.39
000000270536	2020/11/30	26,852.07
000000270835	2020/11/19	13,780.18
000000271144	2020/11/25	63,781.95
000000271437	2020/12/04	28,508.94
000000271722	2020/12/10	51,431.85
000000272094	2020/12/18	14,992.18
000000272294	2020/12/23	44,896.60
000000272490	2020/12/31	30,178.85
000000272754	2021/01/08	89,341.35
000000273091	2021/01/15	16,600.76
000000273093	2021/01/15	32,936.97
000000273787	2021/01/29	58,899.63
000000274091	2021/02/05	33,842.35
000000274423	2021/02/11	95,727.05
000000274798	2021/02/19	8,840.96
000000275103	2021/02/26	38,104.82
000000275435	2021/03/05	39,443.68
000000275767	2021/03/12	60,822.08
000000276080	2021/03/18	80,980.31
000000276430	2021/03/26	38,626.33
000000276768	2021/04/02	72,218.73
000000277087	2021/04/09	38,735.41
000000277427	2021/04/16	39,446.89
000000277766	2021/04/23	69,662.08
000000278040	2021/04/30	40,213.18

000000278324	2021/06/02	.00
000000278990	2021/05/20	146,355.95
000000279017	2021/05/21	80,116.73
000000279361	2021/05/27	10,749.95
000000279601	2021/06/03	20,681.86
000000279933	2021/06/11	62,165.45
000000280281	2021/06/18	40,694.93
000000280412	2021/06/22	41,395.94
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ORANGE COUNTY GOVERNMENT FLORIDA

Orange County Board of County Commissioners
Fleet Management Division
Automated Fuel Sites Information -- CAPACITY/USAGE

Location	Site #	Address	Hours	Product/Fuel Type	Tank Type	Capacity (Gallons) UNL	DSL	E85	FY2022 Usage	
Highway--West Orange (Dist #3)	79	644 Beulah Road, Winter Garden, 32787	**RESTRICTED**--700am-330pm	UNL & DSL	UST	15,000	15,000		58,778	3.5%
Highway/Public Works	80	4200 S. John Young Pkwy. Orlando 32839	700am-330pm	DSL	UST		15,000		109,724	6.5%
Apopka	81	1111 N. Rock Springs Road, Apopka, 32703	**RESTRICTED** -- 24 hr	UNL	UST	15,000			104,872	6.2%
East Orange	82	12050 E. Colonial Dr., Orlando, 32826	24 hr	UNL	UST				22,750	1.3%
Fleet Mgmt.	83	4400 S. Vineland Road, Orlando, 32811	24 hr	UNL & DSL	UST	45,000	30,000		462,383	27.4%
Highway--3 Points (Dist #4)	84	4651 Young Pine Rd, Orlando, 32829	**RESTRICTED** - 700am-330pm	UNL & DSL	UST	15,000	15,000		141,432	8.4%
Ocoee	85	475 W. Story Road, Ocoee, 34761	**RESTRICTED** -- 24 hr	UNL	UST	15,000			131,668	7.8%
Highway--Claracona (Dist #2)	86	3258 Claracona Road, Orlando, 32703	**RESTRICTED** - 700am-330pm	~~UNL~~ & DSL	UST	15,000	15,000		43,943	2.6%
Utilities -- EWRF (Easterly)	87	1621 S. Alafaya Trail, Orlando, 32817	**GUARD**--700am-330pm	~~UNL~~ & DSL	UST	-	9,000		73,301	4.3%
Fleet Mgmt.	88	4400 S. Vineland Road, Orlando, 32811	24 hr	E85-Ethanol	AST			12,000	0	0.0%
	89	8100 Presidents Dr, Orlando 32809	**GUARDED**	UNL & DSL	UST	15,000	20,000		265,612	15.7%
Highway--Forsyth (Dist #5)	90	2531 Forsyth Road, Orlando, 32792	**RESTRICTED**--700am-330pm	UNL & DSL	UST	15,000	11,600		117,009	6.9%
Highway--Bithlo	91	18753 Old Cheney Hwy, Orlando (Bithlo) 32820	**RESTRICTED** - 700am-330pm	UNL & DSL	UST	15,000	15,000		46,780	2.8%
Highway--Zellwood	92	3500 Golden Gem Rd., Zellwood 32703	**RESTRICTED** - 700am-330pm	UNL & DSL	UST	15,000	15,000		48,439	2.9%
Highway--Taft	96	11442 Intermodel Way, Orlando (Taft), 32824	**RESTRICTED** - 700am-330pm	UNL & DSL	UST	15,000	15,000		62,857	3.7%
					TOTAL	*171,000*	*175,600*	*12,000*	1,689,547	
						164700	158040			
						Total Fuel Capacity (Gals)		**358,600**		
						Usable/Ullage Capacity (Gals)		**322,740**		

October 28, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y23-105; ADDENDUM #3

MOTOR FUEL TRANSPORT 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 Due Date is hereby changed from ~~Tuesday, November 1, 2022~~ to Tuesday, November 15, 2022 at 4:00PM.

B. A forthcoming addendum will be issued to answer all questions submitted.

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:

_____ _____
Authorized Signature Date

_____
Title

_____
Name of Firm

October 14, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y23-105; ADDENDUM #2

MOTOR FUEL TRANSPORT 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 Due Date is hereby changed from ~~Tuesday, October 20, 2022~~ to Tuesday, November 1, 2022 at 4:00PM.

B. A forthcoming addendum will be issued to answer all questions submitted.

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:

_____ _____
Authorized Signature Date

_____
Title

_____
Name of Firm

Issue Date: September 19, 2022

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 #Y23-105-MV, MOTOR FUEL TRANSPORT 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), Thursday, October 20, 2022,** 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.

QUESTIONS:
All questions or concerns regarding this Invitation for Bids shall be submitted by email to Melisa.Vergara@ocfl.net, no later than 5:00 PM **Thursday, September 29, 2022** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

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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.

B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Orange County, Florida, or other specified funding source for this procurement.

17. 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. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.

2. The Contractor agrees that, on written request, the Association 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. The 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.

18. 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.

19. 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.

20. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. 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.

21. 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.

22. 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.

23. 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.

24. 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

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 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.

25. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

26. SUBCONTRACTING

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 Subcontractors Form".

27. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 shall not be considered in determining the lowest net cost for bid evaluation purposes.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the

contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

45. 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.

46. 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. 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(2)(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.

47. 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.

48. 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.

49. 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.

50. 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, 2nd Floor, Orlando, FL 32801
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 ninety (90) 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 ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

3. 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.

4. EVALUATION/AWARD

Bids shall be evaluated on the basis of:

A. Fixed discount/mark-up 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.

5. AWARD

Orange County reserves the right to award on an all-or-none basis to the lowest responsive and responsible bidder or to award on a lot-by-lot basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

6. BID PRICES

A. For petroleum motor fuels, 87, 89 and 93 octane gasoline, ultra-low sulfur diesel fuel, undyed and dyed and E-85, 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 Taft to arrive at the purchase price per gallon for each fuel type and/or grade listed.

The formula for figuring E-85 ethanol biofuel shall be 83% of E-100 OPIS plus 17% of E-10, 87 octane OPIS.

Note: All grades of gasoline petroleum motor fuels as referenced above are E-10 when sourced from the Taft Terminal.

For B-10 and B-20, the rack average for B-10 and B-20 blended at the Taft Terminal shall be used to determine the final price for biodiesel motor fuels ordered by the County.

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, May 5, 2022 shall be utilized to arrive at the purchase price per gallon for fuel(s) delivered Sunday, May 8, 2022 through Saturday, May 14, 2022.

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. Vendor(s) shall be responsible for correctly invoicing each agency/entity utilizing this contract.

C. Taxes shall be listed as separate line items on all invoices. **Vendor(s) shall be responsible for informing each using agency/entity utilizing the contract of any and all tax changes as they occur. Any difference in taxes that occur as a result of an agency/entity not being informed of a tax change shall be borne by the vendor.**

7. F.O.B. POINT

The F.O.B. point shall 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**.

8. DELIVERY

Delivery time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than **one (1)** calendar day from receipt of delivery order. Monday through Saturday unless

other arrangements have been made with the ordering agency/entity. The vendor shall contact each location at least thirty (30) minutes prior to delivery to arrange for an agency/entity representative to be present at time of delivery. The vendor and agency will agree upon a two (2) hour delivery window. Vendor shall contact all other agencies/entities utilizing this contract to obtain their ordering procedures.

Bids submitted which fail to meet this requirement shall be cause for rejection.

Failure of the awarded vendor to meet this delivery requirement shall result in default and e termination of the delivery order or contract. 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.

9. FORCE MAJEURE

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 **twenty-four (24) hours** 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 **one (1) calendar day** 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. 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.

10. 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.**

11. 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.

12. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

13. 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, to:

Orange County Fleet Management
4400 S. Vineland Road
Orlando, FL 32811
Phone (407) 836-8210

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form
5. Fuel Location
6. Contract number
7. See Attachment B for invoice requirements information

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.

14. 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

15. 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/ and A.M. Best Ratings are available at 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 $100,000 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
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

https://www.ocfl.net/Portals/0/Library/vendor%20services/docs/InsuranceFAQCOIandEndorsements-CERT.pdf#search=insurance%20requirements

16. 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.

17. 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.

18. 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.

19. ATTACHMENTS

The following attachment(s) is/are attached to, and made a part of this Invitation for Bids:

A. Delivery Schedule

B. Invoice Requirements for Fleet Management Division

20. 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.

21. 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.

22. 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.

23. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

24. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

SECTION 3
SPECIFICATIONS

SPECIFICATIONS

Unleaded 87 octane, mid-grade 89 octane, premium 92 octane and E-10 gasoline shall comply with the most current Standards of the American Society for Testing and Materials (ASTM) and comply with state of Florida gasoline inspection laws.

E-85 gasoline shall comply with the most current ASTM Standard and have a Minimum Octane Rating of 87.

Oil, diesel fuel, grade number 2-D ultra low sulfur fuel (.0015 mass % sulfur, 40 cetane min.), for use in over the road diesel engine, per ASTM specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001.

Oil, diesel fuel, red dye, grade number 2-D ultra low sulfur fuel (.0015 mass % sulfur, 40 cetane min.), for use in off the road diesel engine, per ASTM specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F- 2.001.

Biodiesel Fuel, B-10 blend (10 percent B-100 biodiesel and 90 percent ultra low sulfur petroleum diesel), undyed for use in over the road diesel engines or dyed for use in off road diesel engines, shall meet the ASTM specification D6751 for pure biodiesel and shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with #2 ultra-low sulfur petroleum diesel per ASTM specification D975. The final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws. To be delivered as ordered via transport truck in full loads, minimum delivery 7,000 gallons.

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.

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
(Required if Applicable)

[ ] 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. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

[ ] 15. Contract Y23-105-MV, 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, referencing the IFB number, and briefly explain why the decision was made to not participate.

BID RESPONSE FORM
IFB #Y23-105-MV

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. **Estimated annual gallons of all fuels are stated in Attachment A, Delivery Schedule.**

FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE ORLANDO/ TAFT TERMINAL

LOT 1, UNLEADED GASOLINE, Transport Loads, as specified

1.	**87 Octane, 8,000+ gallon quantity**	**$_____per gallon**
2.	**89 Octane, 8,000+ gallon quantity**	**$_____per gallon**
3.	**93 Octane, 8,000+ gallon quantity**	**$_____per gallon**

Total annual estimated quantity Lot 1 – 1,500,000 gallons

LOT 2, UNDYED AND DYED DIESEL FUEL, Transport Loads, as specified

4.	**7,000 + gallon quantity** **Undyed for motor vehicles**	**$_____per gallon**
5.	**7,000 + gallon quantity** **Dyed diesel for off road use**	**$_____per gallon**

Total annual estimated quantity Lot 2 – 1,010,000 gallons

_____
Company Name

FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE ORLANDO/ TAFT TERMINAL

LOT 3, ETHANOL, Transport Loads, as specified

6. E-85 unleaded gasoline, 7,000+ gallon quantity $_____per gallon

Total annual estimated quantity Lot 3 – 0 gallons

FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE MIAMI TERMINAL

LOT 4, BIODIESEL UNDYED AND DYED, Transport Loads, as specified

7. B-10 undyed, 7,000+ gallon quantity $_____per gallon

8. B-20 undyed, 7,000+ gallon quantity $_____per gallon

9. B-10 dyed, 7,000+ gallon quantity $_____per gallon

10. B-20 dyed, 7,000+ gallon quantity $_____per gallon

Total annual estimated quantity Lot 4 – 10,000 gallons

_____
Company Name

FIXED DISCOUNT (-) OR MARK-UP (+) PRICE PER GALLON SUBTRACTED FROM OR ADDED TO THE OPIS AVERAGE PRICE(S) PER GALLON POSTED FOR THE ORLANDO/ TAFT TERMINAL

LOT 5, BIODIESEL UNDYED AND DYED, Transport Loads, as specified

11.	**B-10 undyed, 7,000+ gallon quantity**	**$_____per gallon**
12.	**B-20 undyed, 7,000+ gallon quantity**	**$_____per gallon**
13.	**B-10 dyed, 7,000+ gallon quantity**	**$_____per gallon**
14.	**B-20 dyed, 7,000+ gallon quantity**	**$_____per gallon**

Total annual estimated quantity Lot 5 – 10,000 gallons

_____
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 one (1) calendar day 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

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

____ 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 agreement between all joint venture parties. This joint venture agreement must 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 an attached written copy of the 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, IFB NO. Y23-105-MV

As specified in the General Terms and Conditions and in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

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. Y23-105-MV

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.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	$

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: _____

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 joint venture's written contractual 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:

   _____

   _____

   _____

(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: _____

Date _____
State of _____
County of _____

AFFIDAVIT

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)

CONTRACT NO. Y23-105-MV
MOTOR FUEL TRANSPORT 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
4400 S. Vineland Road
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. **Y23-105-MV, MOTOR FUEL TRANSPORT 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.

_____
(COMPANY NAME)

BY: _____(Authorized Signatory

_____(Name)

_____(Title)

DATE: _____

NOTICES: _____(Address)

_____(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**. Y23-105-MV, MOTOR FUEL TRANSPORT 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: _____
Zulay Millan, Assistant Manager
Procurement Division

DATE: _____

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

ATTACHMENT A – DELIVERY SCHEDULE

LOCATION	TANK CAPACITY IN GALLONS	FUEL	A = Above Ground B = Below Ground
ORANGE COUNTY GOVERNMENT			
Estimated Total Annual Usage in Gallons			
1,500,000, 87 Octane, E-10			
10,000, 89 Octane, E-10			
10,000, E-85			
10,000, ULS Diesel			
1,010,000, Dyed ULS Diesel			
4400 Vineland Rd., Orlando, FL	15,000	87 Octane	B
	15,000	87 Octane	B
	15,000	87 Octane	B
	15,000	Dyed Diesel	B
	15,000	Dyed Diesel	B
	12,000	87 Octane	A
1111 N. Rock Springs Rd., Apopka, FL	15,000	87 Octane	B
475 Story Rd., Ocoee, FL	15,000	87 Octane	B
12050 E. Colonial Dr., Union Park, FL	15,000	87 Octane	B
1621 Alafaya, Tr., Orlando, FL	500	87 Octane	A
	10,000	Diesel	B
	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A

3258 Clarcona Rd., Apopka, FL	12,000	87 Octane	A
	15,000	Dyed Diesel	A
644 Beulah Rd., Winter Garden, FL	15,000	87 Octane	B
	15,000	Dyed Diesel	B
3500 Goldengem Road, Zellwood, FL	15,000	87 Octane	B
	15, 000	Dyed Diesel	B
11442 Intermodal Way, Taft, FL	15,000	87 Octane	B
	15, 000	Dyed Diesel	B
4561 Young Pine Road, Orlando, FL	15,000	87 Octane	B
	15,000	Dyed Diesel	B
2530 Forsyth Rd., Orlando, FL	15,000	87 Octane	B
	12,000	Dyed Diesel	B
18735 Old Cheney Hwy., Bithlo, FL	15,000	87 Octane	B
	15,000	Dyed Diesel	B
5901 Young Pine Rd., Orlando, FL	10,000	Dyed Diesel	A
12100 Young Pine Rd., Orlando, FL	1,000	87 Octane	A
	1,000	87 Octane	A
	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A

1326 Good Homes Road (Formerly 8750 White Rd.), Orlando, FL	500	87 Octane	A
	500	Dyed Diesel	A
5000 L.B. McLeod Road, Orlando, FL	500	Dyed Diesel	A
9100 Curry Ford Rd., Orlando, FL	10,000	Dyed Diesel	A
	10,000	Dyed Diesel	A
1621 S. Alafaya Trail, Orlando, FL	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
4200 John Young Parkway, Orlando, FL	15,000	Dyed Diesel	B
4760 Sand Lake Rd., Orlando, FL	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
	12,000	Dyed Diesel	A
	10,000	Dyed Diesel	A
	16,000	Dyed Diesel	B
701 W. McCormick Rd., Apopka, FL	12,000	Dyed Diesel	B
8100 President Drive Orlando FL	15,000	87 Octane	B
	20,000	Dyed Diesel	B
CITY OF ALTAMONTE SPRINGS			
Estimated Annual Usage in Gallons			
200,000, 87 Octane, E-10			
120,000, ULS Diesel			
20,000, Dyed ULS Diesel			

975 Calabria Dr. Altamonte Springs, FL	10,000	87 Octane	B
	4,000	Diesel	B
497 West Dr., Altamonte Springs, FL	10,000	87 Octane	B
	4,000	Diesel	B
952 Keller Rd., Altamonte Springs, FL	8,000	Dyed Diesel	A
CITY OF OCOEE			
Estimated Annual Usage in Gallons			
119,000, 87 Octane, E-10			
58,400, ULS Diesel			
301 Maguire Rd., Ocoee, FL	10,000	87 Octane	A
	10,000	Diesel	A
CITY OF WINTER PARK			
Estimated Annual Usage in Gallons			
170,890, 89 Octane, E-10			
90,842, ULS Diesel			
12,000, Dyed ULS Diesel			
1409 Howell Branch Rd., Winter Park, FL	10,000	89 Octane	B
	10,000	Diesel	B
500 N. Virginia Dr., Winter Park, FL	10,000	89 Octane	B
	10,000	Diesel	B
ORLANDO UTILITIES COMMISSION			
Estimated Annual Usage in Gallons			
210,000, 87 Octane, E-10			
60,000 ULS Diesel			
230,000 Bio Diesel B20			
30,000 Dyed Diesel			
95,000 E-85			
6025 Pershing Ave., Orlando, FL	10,000	87	A

		Octane	
	10,000	Diesel	A
	10,000	E85	A
	2,000	Dyed Diesel	A
	1,000	Dyed Diesel	A
3824 Gardenia Ave., Orlando, FL	10,000	87 Octane	A
	10,000	Diesel	A
	10,000	E85	A
	1,000	Dyed Diesel	A
5200 Holopaw Road, Saint Cloud, FL	1,000	87 Octane	A
	500	Diesel	A
7800 US highway 1, Titusville, FL	1,000	87 Octane	A
5100 Alafaya Trail, Orlando, FL	10,000	87 Octane	A
	20,000	Diesel	A
2725 S. Conway Road, Orlando, FL	4,000	Dyed Diesel	A
	1,800	Dyed Diesel	A
1552 Truman Road, Orlando, FL	6,000	Dyed Diesel	A
1020 Highland Ave. Orlando, FL	100	Dyed Diesel	A
5601 Santa Anita Drive, Orlando, FL	6,000	Dyed Diesel	A
	100	Dyed Diesel	A
4070 S. Kirkman Road, Orlando, FL	400	Dyed Diesel	A
	400	Dyed Diesel	A
6825 Wallace Road, Orlando, FL	6,000	Dyed Diesel	A
	6,000	Dyed Diesel	A
502 W. Sand Lake Road, Orlando, FL	7,000	Dyed Diesel	A

	500	Dyed Diesel	A
12386 Lake Nona Gateway Drive, Orlando, FL	6,000	Dyed Diesel	A
100 W. Anderson Street, Orlando, FL	1,000	Dyed Diesel	A
110 W. Andes Street, Orlando, FL	1,000	Dyed Diesel	A
SEMINOLE COUNTY GOVERNMENT			
Estimated Annual Usage in Gallons			
300,000, 87 Octane			
600,000 ULS Diesel			
8,000 Dyed ULS Diesel			
141 Bush Loop, Sanford, FL	20,000	87 Octane	B
	20,000	Diesel	B
	30,000	Diesel	B
1910 E. Osceola Rd., Geneva, FL	12,000	87 Octane	A
	12,000	Diesel	A
150 Bush Blvd., Sanford, FL	10,000	Diesel	A
CITY OF COCOA			
Estimated Annual Usage in Gallons			
260,900, 87 Octane, E-10			
70,000, ULS Diesel			
5,200, Pre-93 Non-Eth			
190,000, DULS-Diesel Gen			
301 Shearer, Cocoa, FL	18,000 Dual Compartment	87 Octane	A
	10,000	Diesel	A
	2,000	DULS-Diesel Gen	A
	250	DULS-Diesel Gen	A
	500	Pre-93 Non-Ethanol	A

155 N. Wilson Ave., Cocoa, FL	250	DULS-Diesel Gen	A
65 Stone Street, Cocoa, FL	2,000	DULS-Diesel Gen	A
1225 W. King Street, Cocoa, FL	2,000	DULS-Diesel Gen	A
28400 SR 520 Christmas, FL	10,000	DULS-Diesel Gen	A
	10,000	DULS-Diesel Gen	A
	10,000	DULS-Diesel Gen	A
	2,000	87 Octane	A
	500	Diesel	A
17000 Weewahootee Road, Orlando, FL	10,000	DULS-Diesel Gen	A
1950 E. Merritt Island Causeway, Merritt Island, FL	2,000	DULS-DIESEL GEN	A
Taylor Creek (no physical address provided)	4,000	DULS-DIESEL GEN	A
Well 8T (no physical address provided)	500	DULS-DIESEL GEN	A
Well 23 (no physical address provided)	1,000	DULS-DIESEL GEN	A
Well 24 (no physical address provided)	1,000	DULS-DIESEL GEN	A

Well 25 (no physical address provided)	1,000	DULS-DIESEL GEN	A
Well 1 – 7 & 9 – 22 (no physical address provided)	16 each, 500 gallons	DULS-DIESEL GEN	BAST (Base Above-Ground Storage Tank)
Well 26 – 30 (no physical address provided)	5 each, 250 gallons	DULS-DIESEL GEN	BAST

ATTACHMENT B

INVOICE REQUIREMENTS FOR FLEET MANAGEMENT DIVISION

A. All invoices related to Fleet Management shall be billed to Orange County Fleet Management, 4400 Vineland Rd Orlando FL 32811.

B. Fleet Management shall have its own account with vendor and not combined with other ordering divisions in Fleet Management's account.

C. Contractor shall provide a monthly statement of Fleet Management's account via email to Michelle Janes, Financial Advisor at michelle.janes@ocfl.net.

D. Invoices shall be presented at time of delivery or within three (3) business days to the individual who placed the order at Fleet Management.

E. 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.

F. Invoices shall include Contract Number, current date, Delivery Order number, fuel location and contracted pricing, and contracted product based on the awarded bid lots and listed by each line of lot.

G. Credit memos shall include a copy of the original invoice with it.

H. 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
- Fuel location

STAFF REPORT

Meeting Date: March 7, 2023
Item #: 5

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Second Reading of Ordinance Amending the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund. (Pension Board Attorney Herrera)

Background Summary:

The First Reading was held at the February 21, 2023, City Commission meeting. The Pension Board for the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund is governed by City of Ocoee Ordinances and State Statutes. The City of Ocoee and the City of Ocoee Professional Firefighters Union, International Association of Firefighters, Local No. 3623 ("IAFF"), as well as the Florida Police Benevolent Association, Inc. (collectively the "Bargaining Units") have negotiated new terms to be included in the governing Collective Bargaining Agreement that include certain changes to pension benefits as provided for herein. Pursuant to the terms of the recently ratified Collective Bargaining Agreement with each respective bargaining unit, the pension ordinance requires amendment to codify such new benefit structures.

Issue:

Pursuant to applicable provisions of F.S. 440, 175, 185 and 112, the terms of the recently ratified Collective Bargaining Agreement between the City and the Bargaining Units are required to be enacted by the City Commission, effectively amending the governing city ordinance to conform to the newly agreed upon pension benefits.

Recommendations:

Staff respectfully recommends the Honorable Mayor and City Commissioners adopt the changes as amended in the Ordinance for the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund.

Attachments:

1. Ordinance
2. Actuarial Impact Statement
3. Advertisement

Financial Impacts:

Actuarial Impact Statement Attached.There are no new financial impacts to the City since the ratification of the governing Collective Bargaining Agreement is between the City and the Bargaining Units.

Type of Item: Second Reading

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND; AMENDING ORDINANCE NUMBER 2010-019, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 1, DEFINITIONS, BY AMENDING THE DEFINITION OF "AVERAGE FINAL COMPENSATION" AND "SALARY"; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 27, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 30, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTERS 175 AND 185 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ocoee and the City of Ocoee Professional Firefighters Union, International Association of Firefighters, Local No. 3623 ("IAFF") have negotiated new terms to be included in the governing collective bargaining agreement that include certain changes to pension benefits as provided for herein; and

WHEREAS, the City of Ocoee and the Florida Police Benevolent Association, Inc., have negotiated new terms to be included in the governing collective bargaining agreement that include certain changes to pension benefits as provided for herein; and

WHEREAS, an amendment to the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund ("the Fund") is necessary to permit such new obligations and conditions; and

WHEREAS, the trustees of the 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 System for its firefighters and police officers;

BE IT ORDAINED BY THE CITY COUNCIL 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 Police Officers' and Firefighters' Retirement Trust Fund adopted by Ordinance No. 2010-019, as subsequently amended, is hereby further amended by amending Section 1, Definitions, by amending the definitions of "Average Final Compensation" and "Salary," to read as follows:

* * *

Average Final Compensation means one-twelfth (1/12) of the average Salary of the five (5) best years of the last ten (10) years of Credited Service prior to Retirement, termination, or death, or the career average as full-time Police Officer or Firefighter, whichever is greater. A year shall be twelve (12) consecutive months. For Police Officer Members, effective October 1, 2012, accrued paid time off paid to such Members at separation of employment shall not be included in their Average Final Compensation calculation. For Firefighter Members, accrued paid time off paid to such Member at separation of employment shall not be included in his or her calculation of Average Final Compensation.

* * *

Salary means the total compensation for services rendered to the City as a Police Officer or Firefighter reported on the Member's W-2 form, plus all tax deferred or tax sheltered items of income derived from elective employee payroll deductions or salary reductions, excluding pay for police officers' extra duty details and employers contribution into the Voluntary Employee Benefit Account (VEBA). Any paid time off unused at the time of termination of employment with the City of Ocoee as a Police Officer or Firefighter will not be used in the pension credit calculation. For service earned on or after October 1, 2012, Salary shall not include more than three

hundred (300) hours of overtime per calendar year. Provided, however, in any event, payments for overtime in excess of three hundred (300) hours per year accrued as of October 1, 2012 and attributable to service earned prior to the October 1, 2012, may still be included in Salary for pension purposes even if the payment is not actually made until on or after October 1, 2012. Pursuant to F.S. 175.032(5), up to three hundred (300) hours of overtime per year shall be included as pensionable for Firefighter Members, however, payments for accrued unused paid leave shall be excluded for pension benefit purposes. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2002, may not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

SECTION 3. That the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund adopted by Ordinance No. 2010-019, as subsequently amended, is hereby further amended by amending Section 8, Disability, subsection 1, Disability Benefits In-Line of Duty, subparagraph A. (1) and (2) to read as follows:

SECTION 8. – DISABILITY.

1. Disability Benefits In-Line of Duty.

A. Firefighter Members.

(1) Any Member hired prior to October 1, 2015 who shall become totally and permanently disabled to the extent

that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability was directly caused by the performance of his or her duty as a Firefighter, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one-half percent (3.5%) of his or her Average Final Compensation multiplied by the total years of Credited Service, up to a maximum benefit not to exceed ninety-one percent (91%) of Average Final Compensation of the Member hired on or after October 1, 2012, but in any event the minimum amount paid to the Member shall be forty-two percent (42%) of the Average Final Compensation of the Member. Effective October 1, 2021, the minimum amount paid to the Member shall be no less than fifty-five (55%) percent of the Average Final Compensation of the Member. Eligibility requirements for disability benefits are set forth in subsection 8., below.

(2) Any Member hired on or after October 1, 2015 who shall become totally and permanently disabled to the extent that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability was directly caused by the performance of his or her duty as a Firefighter, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one quarter percent (3.25%) of his or her Average Final Compensation multiplied by the total years of Credited Service, up to a maximum benefit not to exceed eighty-one and one quarter percent (81.25%) of Average Final Compensation of the Member, but in any event the minimum amount paid to the Member shall be forty-two percent (42%) of the Average Final Compensation of the Member. Effective October 1, 2021, the minimum amount paid to the Member shall be no less than fifty-five (55%) percent of the Average Final Compensation of the Member. Eligibility requirements for disability benefits are set forth in subsection 8., below.

* * *

SECTION 4. That the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund adopted by Ordinance No. 2010-019, as subsequently amended, is hereby further amended by amending Section 27, Deferred Retirement Option Plan, subsection 3, Funding, subparagraphs B.(2)(a) and B.(2)(b), to read as follows:

SECTION 27. - DEFERRED RETIREMENT OPTION PLAN.

* * *

3. Funding.

* * *

B. Transfers From Retirement System.

* * *

(2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited after each fiscal year quarter with either:

(a) For Members who enter the DROP prior to October 1, 2012, interest at an effective rate of six and one-half percent (6.5%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants); or

(b) For Members who enter the DROP on or after October 1, 2012 interest at an effective rate of two percent (2%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants); or

(c) Earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the System for that quarter but not less than zero percent (0%) for Police Officer Members. Effective October 1, 2021, Firefighter Members shall be credited or debited at a rate equal to the actual net rate of investment return realized by the System for that quarter, but in no event shall such returns be less than zero (0%) percent. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees.

* * *

SECTION 5. That the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund adopted by Ordinance No. 2010-019, as subsequently amended, is hereby further amended by amending Section 30, Supplemental Benefit Component for Special Benefits; Chapters 175 and 185 Share Accounts, subsection 3., Allocation of Monies to Share Accounts, adding subsection F to read as follows:

SECTION 30. - SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTERS 175 AND 185 SHARE ACCOUNTS.

* * *

3. Allocation of Monies to Share Accounts.

* * *

F. Allocation of Chapter 175 Contributions.

Effective October 1, 2021, the Chapter 175 base premium tax revenues (i.e. $282,130.75) and the Chapter 175 additional premium tax revenues (i.e. Chapter 175 premium tax monies received in excess of $282,130.75) shall be allocated in accordance with the statutory default methodology provided for in Section 175.351, Florida Statutes, except that the City's allotted 50% of such annual premium tax revenues shall first be applied towards reducing the unfunded actuarial accrued liability of the Fund for so long as such unfunded liability exists. Once all such actuarial unfunded liabilities are satisfied, all premium tax revenues attributable to the City as set forth herein shall be applied to reduce the City's annual

required contribution to the System as set forth by the Fund's actuary.

SECTION 6. Repeal of Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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. Effective Date. This ordinance shall take effect upon second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

By: _____
City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____, 2023.

By _____
City Attorney Scott Cookson

APPROVED:
CITY OF OCOEE, FLORIDA

By:_____
Mayor

ADVERTISED_____, 2023
READ FIRST TIME _____, 2023
READ SECOND TIME AND ADOPTED
_____, 2023

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON _____,2023 UNDER AGENDA ITEM NO. _____.

February 16, 2023

Board of Trustees
City of Ocoee
Firefighters and Police Officers' Pension Board

Re: City of Ocoee Police Officers' and Firefighters' Retirement Trust Fund

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.

2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,

Douglas H. Lozen, EA, MAAA

Enclosures

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Ocoee is considering the implementation of amended retirement benefits for its Firefighters and Police Officers. The changes are described in the enclosed material.

Pursuant to the provisions of Chapters 175 and 185, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Ocoee is considering the implementation of amended retirement benefits for its Firefighters and Police Officers. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF OCOEE
POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

February 16, 2023
(Page 1)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

- For Police Officer Members, effective October 1, 2012 accrued paid time off paid to such Members at separation of employment shall not be included in their Average Final Compensation calculation. For Firefighter Members, accrued paid time off paid to such Member at separation of employment shall not be included in his or her calculation of Average Final Compensation. There is no funding impact associated with this change as it was incorporated in our May 16, 2013 Actuarial Impact Statement.

- Up to 300 hours of overtime per year shall be included as pensionable for Firefighter members, however, payments for accrued unused paid leave shall be excluded for pension benefit purposes. There is no funding impact associated with this change as it was incorporated in our May 16, 2013 Actuarial Impact Statement.

- Effective October 1, 2021, the minimum amount paid to Firefighter members who retire with a Disability In-Line of Duty benefit shall be no less than 55% of the Average Final Compensation of the Member.

- Effective October 1, 2021, Firefighter members' DROP Accounts shall be credited or debited at a rate equal to the actual net of investment return realized by the System for that quarter, but in no event shall such returns be less than zero (0%) percent. While there is no immediate impact on funding or liabilities associated with this provision, there may be in future years when an investment loss is realized in any quarter with DROP balances.

- Effective October 1, 2021, the Chapter 175 base premium tax revenue is increased to $282,130.75, with 50% of amounts in excess of $282,130.75 allocated as a credit to the Unfunded Actuarial Accrued Liability (UAAL). In absence of a positive UAAL, the 50% excess will also be applied as a City funding credit. The remaining 50% of annual amounts in excess of $282,130.75 will be reserved for additional Firefighter benefits, per a discussion between the actuary and Union representative.

CITY OF OCOEE
POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

February 16, 2023
(Page 2)

The cost impact, determined as of October 1, 2021, applicable to the fiscal year ending September 30, 2023, is as follows:

	Proposed	Current
Minimum Required Contribution		
% of Projected Annual Payroll	30.41%	30.35%
Member Contributions (Est.)		
% of Projected Annual Payroll	8.00%	8.00%
City And State Required Contribution		
% of Projected Annual Payroll	22.41%	22.35%
State Contribution (Est.) [1]	$619,158	$508,658
% of Projected Annual Payroll	6.24%	5.13%
City Required Contribution		
% of Projected Annual Payroll	16.17%	17.22%

[1] State Contribution based on amounts received in fiscal 2022. The Proposed column reflects the latest Police and Fire Mutual Consent Agreements.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits 10/1/2021	Old Benefits 10/1/2021
A. Participant Data		
Actives	146	146
Service Retirees	60	60
DROP Retirees	6	6
Beneficiaries	4	4
Disability Retirees	7	7
Terminated Vested	52	52
Total	275	275
Total Annual Payroll	$9,917,401	$9,917,401
Payroll Under Assumed Ret. Age	9,917,401	9,917,401
Annual Rate of Payments to:		
Service Retirees	2,699,308	2,699,308
DROP Retirees	329,726	329,726
Beneficiaries	83,844	83,844
Disability Retirees	181,068	181,068
Terminated Vested	341,549	341,549
B. Assets		
Actuarial Value (AVA) [1]	69,086,476	69,086,476
Market Value (MVA) [1]	74,432,305	74,432,305
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	46,577,455	46,577,455
Disability Benefits	1,375,474	1,340,317
Death Benefits	237,428	237,428
Vested Benefits	564,157	564,157
Refund of Contributions	196,304	196,304
Service Retirees	31,922,517	31,922,517
DROP Retirees [1]	5,634,725	5,634,725
Beneficiaries	805,668	805,668
Disability Retirees	2,077,370	2,077,370
Terminated Vested	2,169,338	2,169,338
Share Plan Balances [1]	638,485	638,485
Total	92,198,921	92,163,764

C. Liabilities - (Continued)	New Benefits 10/1/2021	Old Benefits 10/1/2021
Present Value of Future Salaries	81,958,323	81,958,323
Present Value of Future Member Contributions	6,556,666	6,556,666
Normal Cost (Retirement)	1,926,904	1,926,904
Normal Cost (Disability)	109,213	102,533
Normal Cost (Death)	14,146	14,146
Normal Cost (Vesting)	69,974	69,974
Normal Cost (Refunds)	43,391	43,391
Total Normal Cost	2,163,628	2,156,948
Present Value of Future Normal Costs	16,786,920	16,744,281
Accrued Liability (Retirement)	31,291,191	31,291,191
Accrued Liability (Disability)	564,964	572,446
Accrued Liability (Death)	131,609	131,609
Accrued Liability (Vesting)	139,915	139,915
Accrued Liability (Refunds)	36,219	36,219
Accrued Liability (Inactives) [1]	42,609,618	42,609,618
Share Plan Balances [1]	638,485	638,485
Total Actuarial Accrued Liability (EAN AL)	75,412,001	75,419,483
Unfunded Actuarial Accrued Liability (UAAL)	6,325,525	6,333,007
Funded Ratio (AVA / EAN AL)	91.6%	91.6%

D. Actuarial Present Value of Accrued Benefits	New Benefits 10/1/2021	Old Benefits 10/1/2021
Vested Accrued Benefits		
Inactives + Share Plan Balances [1]	43,248,103	43,248,103
Actives	12,937,028	12,888,346
Member Contributions	5,760,202	5,760,202
Total	61,945,333	61,896,651
Non-vested Accrued Benefits	4,635,148	4,635,148
Total Present Value Accrued Benefits (PVAB)	66,580,481	66,531,799
Funded Ratio (MVA / PVAB)	111.8%	111.9%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	48,682	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	48,682	

	New Benefits	Old Benefits
Valuation Date	10/1/2021	10/1/2021
Applicable to Fiscal Year Ending	9/30/2023	9/30/2023
E. Pension Cost		
Normal Cost (with interest)		
% of Total Annual Payroll	22.58	22.51
Administrative Expenses (with interest)		
% of Total Annual Payroll	1.06	1.06
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 15 years (as of 10/1/2021, with interest)		
% of Total Annual Payroll	6.77	6.78
Minimum Required Contribution		
% of Total Annual Payroll	30.41	30.35
Expected Member Contributions		
% of Total Annual Payroll	8.00	8.00
Expected City and State Contribution		
% of Total Annual Payroll	22.41	22.35

[1] The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2021.

CITY OF OCOEE
POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

January 24, 2023
(Page 3)

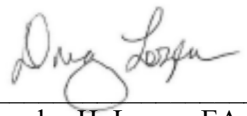
Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2021 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2021 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2021 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. 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 opinions contained herein.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #20-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

_____
Chairman, Board of Trustees

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate	*Healthy Active Lives:* **Female:** PubS.H-2010 (Below Median) for Employees, set forward one year. **Male:** PubS.H-2010 (Below Median) for Employees, set forward one year. *Healthy Retiree Lives:* **Female:** PubS.H-2010 for Healthy Retirees, set forward one year. **Male:** PubS.H-2010 for Healthy Retirees, set forward one year. *Beneficiary Lives:* **Female:** PubG.H-2010 for Healthy Retirees. **Male:** PubG.H-2010 for Healthy Retirees, set back one year. *Disabled Lives:* 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees. All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements. The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics. 75% of active Police deaths are assumed to be service-incurred. 90% of active Firefighter deaths are assumed to be service-incurred.
Interest Rate	7.00% (prior year 7.25%) per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

Salary Scale	
Service	Rate
0	15.00%
1-4	4.00%
5-9	3.50%
10+	3.50%

This assumption is based on the August, 2020 Experience Study.

Payroll Growth

0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Termination Rate

% Terminating During the Year	
Service	Rate
<5	6.50%
5-9	5.00%
10-14	1.00%
15+	0.00%

This assumption is based on the August, 2020 Experience Study.

Disability Rate

See sample rates below. It is assumed that 75% of disablements are service related for Police Officers. 90% of disablements are assumed to be service related for Firefighters. These rates were established with the August, 2020 Experience Study.

% Becoming Disabled During the Year	
Age	Rate
20	0.07%
25	0.08%
30	0.09%
35	0.12%
40	0.15%
45	0.26%
50	0.50%
55	0.78%
60+	1.05%

Normal Retirement

Based on results of the August, 2020 Experience Study, the below table reflects the assumed rates of retirement once a member attains Normal Retirement eligibility.

% Retiring During the Year (>= 25 Years of Service)	
Service	Rate
25	66.7%
26	66.7%
27+	100.0%

% Retiring During the Year (10-24 Years of Service)	
Age	Rate
55	80.0%
56	25.0%
57	50.0%
58	75.0%
59+	100.0%

Early Retirement

Based on results of the August, 2020 Experience Study, the below table reflects the assumed rates of retirement once a member attains Early Retirement eligibility.

% Retiring During the Year	
Age	Rate
45	5.0%
46	5.0%
47	5.0%
48	5.0%
49	20.0%
50	20.0%
51	5.0%
52	5.0%
53	5.0%
54	5.0%

Actuarial Asset Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value returns, net of fees. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Funding Method	Entry Age Normal Actuarial Cost method.
Administrative Expenses	$102,035 annually, based on the average of actual expenses incurred in the prior two fiscal years.
Amortization Method	New UAAL amortization bases are amortized 15 years. Previously, new UAAL amortization bases were amortized over the following amortization periods: Experience: 10 Years. Assumption/Method Changes: 20 Years. Benefit Changes: 30 Years.

SUMMARY OF CURRENT PLAN
(Through Ordinance No. 2020-002)

Eligibility	Full-time employees who are classified as Police Officers or Firefighters participate as a condition of employment.
Credited Service	Total years and fractional parts of years of employment with the City as a Police Officer or Firefighter.
Salary	Total compensation reportable on form W-2, plus tax deferred, tax sheltered, and tax-exempt items of income. Effective October 1, 2012, Salary shall not include overtime pay in excess of 300 hours per calendar year. Additionally, any unused paid time off at the time of termination of employment is not pensionable.
Average Final Compensation	Average Salary for the 5 best years of the 10 years immediately preceding retirement or termination.
Member Contributions	8.0% of Salary.
City and State Contributions	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII, Chapter 112, F.S.
Normal Retirement	
Date	Earlier of Age 55 and 10 years of Credited Service, or 25 years of Credited Service, regardless of age.
Benefit	3.5% of Average Final Compensation for each year of Credited Service. For firefighters hired after September 30, 2015 and Police Officers hired after May 16, 2017, the benefit accrual rate is 3.25% for each year of Credited Service.
Form of Benefit	Ten Year Certain and Life Annuity (options available).

Maximum Benefit	For Members hired before October 1, 2012, 100% of Average Final Compensation. For Members hired after September 30, 2012, 91% of Average Final Compensation. For members hired under the 3.25% benefit accrual rate, the maximum benefit is 81.25% of Average Final Compensation.
Early Retirement	
Eligibility	Age 45 and 5 Years of Credited Service.
Benefit	Accrued benefit, reduced 3% per year to age 50 and actuarially reduced from age 50 to age 45.
Vesting	
Schedule	100% after 5 years of Credited Service. For firefighters hired after September 30, 2015 and Police Officers hired after May 16, 2017, 100% vesting occurs after the completion of 7 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Early or Normal Retirement Date.
Disability	
Eligibility	
Service Incurred	Covered from Date of Employment.
Non-Service Incurred	10 years of Credited Service.
Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in military, etc.
Benefit	Benefit accrued to date of disability but not less than 42% of Average Final Compensation (Service Incurred). Additionally, the benefit cannot exceed a percentage of Average Final Compensation as outlined above under Maximum Benefit.
Duration	Payable for life (with 120 payments guaranteed) or until recovery (as determined by the Board). Optional forms of payment are available.

Death Benefits	
Pre-Retirement	
Vested	Monthly accrued benefit payable to designated beneficiary for 10 years.
Non-Vested	Refund of accumulated contributions without interest.
Post-Retirement	Benefits payable to beneficiary in accordance with option selected at retirement.
Board of Trustees	a. Two Commission appointees, b. One Member from each Department elected by the Membership, and c. Fifth Member elected by other 4 and appointed by Commission.
Deferred Retirement Option Plan	
Eligibility	Within 12 months following satisfaction of Normal Retirement requirements.
Participation	Not more than 60 months.
Rate of Return	At election of Member (may change once during DROP period) either: 1) actual net rate of investment return (total return net of brokerage commissions, transaction costs, and management fees), or 2) 6.5%. Earnings are credited each fiscal quarter (2% for Members entering the DROP after September 30, 2012).
Form of Distribution	Cash lump sum (options available) payable at termination of employment.

BAC-DROP

Eligibility	After first eligibility for Normal Retirement.
Participation	Retroactively applied to date chosen by Member, but not prior to the date of first eligibility for Normal Retirement.
Rate of Return	Fixed 2.0% effective annual rate.
Form of Distribution	Cash lump sum (options available) payable at termination of employment.

Supplement Benefit (Police only)

Initial Crediting	Pursuant to a Mutual Consent Agreement between the City and PBA, $193,673.55 from the Excess State Monies Reserve is allocated to eligible Police Officers.
Annual Crediting	50% of annual Chapter 185 Premium tax revenues received by the City in excess of $223,377.02 shall be allocated based on a method to be determined.
Investment earnings	Eligible Share Accounts shall be credited or debited annually, based on the Plan's net-of-fees investment performance for the immediately preceding Plan Year.
Expenses	Allocated annually in proportion to individual Share Account Balances as a percentage of total plan assets.
Vesting	100% upon completion of five years of Credited Service, unless eligible for payment of benefits upon termination of employment.
Eligibility for Distribution	As soon as administratively practicable following the valuation date after termination of employment.

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FIRST INSERTION

CITY OF OCOEE
PUBLIC HEARING

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, March 7, 2023** at **6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND; AMENDING ORDINANCE NUMBER 2010-019, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 1, DEFINITIONS, BY AMENDING THE DEFINITION OF "AVERAGE FINAL COMPENSATION" AND "SALARY"; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 27, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 30, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTERS 175 AND 185 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at 407-905-3105 at least two days prior to the date of hearing.

February 23, 2023 23-00796W

STAFF REPORT

Meeting Date: March 7, 2023
Item #: 6

Contact Name: Kathy Heard
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Appointment of One (1) Member to the Planning and Zoning Commission to Fill a Vacant Seat. (City Clerk Sibbitt)

Background Summary:

According to Article III, Section 3-2.B of the Land Development Code (LDC), "Members of the Planning and Zoning Commission shall serve at the pleasure of the City Commission. Any vacancy occurring during the unexpired terms of office of any member shall be filled by the City Commission for the remainder of the term. Such vacancy shall be filled within thirty (30) days after the vacancy occurs." In January of 2023, one (1) member of the Planning and Zoning Commission resigned, leaving a vacant seat. The term of the vacant seat expires in June of 2024.

At the February 21, 2023, City Commission meeting, the City Commission made a motion for each elected official to provide up to two (2) names to the City Clerk by March 3, 2023, in order to fill the vacant seat.

Issue:

Should the Honorable Mayor and City Commissioners appoint one (1) member and fill the vacant seat to complete the term expiring in June 2024?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners appoint one (1) member to the Planning and Zoning Commission with a term expiring in June 2024.

Attachments:

1. Board List

Financial Impacts:

None

Type of Item: Regular

PLANNING AND ZONING COMMISSION

Members must be City residents per § 3-2.A, Land Development Code
Amended by Ordinance No. 2018-021 & Resolution No. 2018-11

Original appointments may be made for a lesser number of years so that the terms of the said members shall be staggered. Any member who has served two full terms is not eligible to serve another term or be reappointed until three years have passed.

(3 Members Constitute a Quorum)

Member	District	Email	Term Expires
1. Brad Lomneck	2	Bradlovesocoee@gmail.com	06/2023+
2. Andrew "Jason" Mellen	4	jasonmellen74@gmail.com	06/2023+
3. Lavon Williams	2	lbw8151908@gmail.com	06/2024*
4. Lou Forges	1	lforges@gmail.com	06/2024*
5. Vacant			06/2024 First Term
6. Joel Keller **(Alternate Member)**	4	Joelkellerocoee@gmail.com	06/2023+ First Term

*Two full terms expire 06/2024
+Two full terms expire 06/2026

Updated 2/20/2023