



**CITY COMMISSION**

**AGENDA**

**CITY HALL COMMISSION CHAMBERS**

300 W. Plant Street  
Winter Garden, Florida

**REGULAR MEETING**

**January 23, 2020**

**6:30 p.m.**

**CALL TO ORDER**

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

**1. APPROVAL OF MINUTES**

Regular Meeting Minutes – January 9, 2020

**2. PRESENTATION**

A. Oath of Office – New Firefighters – **Fire Chief McGrew**

**3. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**

A. **Ordinance 20-14:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-193, DISABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE **with the second reading and public hearing February 13, 2020** – **Assistant City Manager –Administrative Services Gilbert**

**4. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

A. **Ordinance 20-04:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY BEING APPROXIMATELY 8.25 +/- ACRES AND GENERALLY LOCATED AT 12301 WEST COLONIAL DRIVE ON THE NORTHEAST CORNER OF WEST COLONIAL DRIVE AND CARTER ROAD FROM THE EXISTING PLANNED COMMERCIAL DEVELOPMENT (PCD) ADOPTED BY ORDINANCE 00-78 TO PLANNED COMMERCIAL DEVELOPMENT (PCD) AS SET FORTH IN THIS ORDINANCE; PROVIDING FOR CERTAIN PCD DEVELOPMENT CONDITIONS AND REQUIREMENTS; DESCRIBING THE DEVELOPMENT AS THE PEOPLES PLAZA PCD; REPEALING AND REPLACING ORDINANCE 00-78; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE – (**staff recommends POSTPONEMENT to February 13, 2020**) – **Community Development Director Pash**

B. **Ordinance 20-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 5.51 ± ACRES LOCATED AT 541 WINTER GARDEN VINELAND ROAD, WEST OF DANIELS ROAD, EAST OF WINTER GARDEN VINELAND ROAD, SOUTH OF SUNBRIDGE CIRCLE AND NORTH OF ROPER ROAD FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

C. **Ordinance 20-08:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 5.51 ± ACRES LOCATED AT 541 WINTER GARDEN VINELAND ROAD, WEST OF DANIELS ROAD, EAST OF WINTER GARDEN VINELAND ROAD, SOUTH OF SUNBRIDGE CIRCLE, AND NORTH OF ROPER ROAD, FROM R-1 (RESIDENTIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR CERTAIN PCD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE SONATA WEST MOB II / NHCC PCD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – (**staff recommends POSTPONEMENT to February 13, 2020**)– **Community Development Director Pash**

- D. **Ordinance 20-09:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.99 ± ACRES LOCATED AT 15151 E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- E. **Ordinance 20-10:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.99 ± ACRES OF LAND LOCATED AT E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- F. **Ordinance 20-11:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.99 ± ACRES LOCATED AT 15151 E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD; FROM ORANGE COUNTY A-1 CITRUS RURAL DISTRICT TO CITY R-1 SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Community Development Director Pash**
- G. **Ordinance 20-12:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA VACATING A PORTION OF THE PLAT DEDICATED DRAINAGE AND UTILITY EASEMENTS OVER LOT 8 OF OAKLAND PARK UNIT 1A PARTIAL REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 84, PAGE 121, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND LOT 9 OF OAKLAND PARK UNIT 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 33, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (LOCATED AT 1242 AND 1248 UNION CLUB DRIVE, WINTER GARDEN, FLORIDA) OWNED BY J & J BUILDING, LLC AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING – **Community Development Director Pash**

5. **REGULAR BUSINESS**

- A. Lake Apopka Natural Gas District – District Update Presentation – **Monica Marlow**
- B. Recommendation to approve Orange County Piggyback Contract with Middlesex Corporation for the 2020 Street Resurfacing Projects for a total amount of \$1,775,544 – **Assistant City Manager – Public Services Williams**
- C. Recommendation to approve Purchase Order to Cathcart Construction Company for Stoneybrook sidewalk replacement in the amount of \$52,225 – **Assistant City Manager – Public Services Williams**
- D. Recommendation to approve **SITE PLAN** for 303 West Crown Point Road (Boys and Girls Club), subject to conditions – **Community Development Director Pash**
- E. Recommendation to approve **SPECIAL EVENT – Celtic Festival** by the Crooked Can Brewery (Plant Street Market) - March 13, 14, and 15, 2020 – with street closure and subject to conditions – **Community Development Director Pash**
- F. Recommendation to approve **SPECIAL EVENT - Annual Evening at the Pops** by The Rotary Club of Winter Garden at Newton Park on March 28, 2020 – **Community Development Director Pash**
- G. Recommendation to approve **SPECIAL EVENT – Annual Oktoberfest** by the Crooked Can Brewery (Plant Street Market) - October 16, 17 and 18, 2020 – with street closure and subject to conditions – **Community Development Director Pash**

6. **MATTERS FROM PUBLIC** – *(Limited to 3 minutes per speaker)*

7. **MATTERS FROM CITY ATTORNEY** - Kurt Ardaman

- 8. **MATTERS FROM CITY MANAGER** – Mike Bollhoefer
  - A. Draft Ordinance 20-15 (Amend Chapter 18 – Building Code)

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

**ADJOURN** to **Regular Meeting** on Thursday, **February 13, 2020** at **6:30 p.m.** in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

NOTICES:

In accordance with Florida Statutes 286.0105, if any person decides to appeal any decision made by said body with respect to any matter considered at such meeting, he/she will need a record of the proceedings and, for that purpose, he/she 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. The City of Winter Garden does not prepare or provide such record.

Any opening invocation that is offered before the official start of the Commission meeting shall be the voluntary offering of a private person, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Commission meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Commission Chambers or exit the City Commission Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance. (Reference Resolutions 15-04 and 16-02)

	Those needing assistance to participate in any of these proceedings should contact the City Clerk's Office at least 48 hours in advance of the meeting (407) 656-4111 x2297.		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 x5455.
---	--	---	--



# CITY OF WINTER GARDEN

## CITY COMMISSION REGULAR MEETING MINUTES

January 9, 2020

**REGULAR MEETING** of the Winter Garden City Commission was called to order by Mayor Rees at 6:30 p.m. at City Hall, 300 West Plant Street, Winter Garden, Florida. An Opening Invocation and Pledge of Allegiance were given.

**Present:** Mayor John Rees and Commissioners

Lisa Bennett – District 1

Bob Buchanan – District 2

Mark A. Maciel – District 3

Colin Sharman – District 4

**Also Present:** City Manager Mike Bollhoefer, City Attorney A. Kurt Ardaman, City Clerk Angee Grimmage, Assistant City Manager of Administrative Services Frank Gilbert, Assistant City Manager of Public Services Jon Williams, Community Development Director Stephen Pash, Economic Development Director Tanja Gerhartz, Finance Director Laura Zielonka, Information Technology Director Chad Morrill, Fire Chief Matt McGrew and Police Chief Stephen Graham

### 1. **APPROVAL OF MINUTES**

**Motion by Commissioner Buchanan to approve regular meeting minutes of December 12, 2019 as submitted. Seconded by Commissioner Bennett and carried unanimously 4-0.**

*(Commissioner Sharman arrived at this point in the meeting at 6:34 p.m.)*

### 2. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

- A. **Ordinance 20-04:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY BEING APPROXIMATELY 8.25 +/- ACRES AND GENERALLY LOCATED AT 12301 WEST COLONIAL DRIVE ON THE NORTHEAST CORNER OF WEST COLONIAL DRIVE AND CARTER ROAD FROM THE EXISTING PLANNED COMMERCIAL DEVELOPMENT (PCD) ADOPTED BY ORDINANCE 00-78 TO PLANNED COMMERCIAL DEVELOPMENT (PCD) AS SET FORTH IN THIS ORDINANCE; PROVIDING FOR CERTAIN PCD DEVELOPMENT CONDITIONS AND REQUIREMENTS; DESCRIBING THE DEVELOPMENT AS THE PEOPLES PLAZA PCD; REPEALING AND REPLACING ORDINANCE 00-78; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 20-04 by title only. Community Development Director Pash stated that this is a request to repeal the existing Planned Commercial Development (PCD) and replace it with a new PCD ordinance for property located at 12301 West Colonial Drive. He noted that the proposed development includes the demolition of all existing buildings on the site. The redevelopment would include a gas station at the corner; two future hotels would phase in on the northern portion of the property, and a pond behind. He further described that there would be one or two commercial lots located east of the gas station along the West Colonial Drive property as well as other improvements. The first proposed hotel is a Hampton Inn to include 102 rooms and five stories. The PCD has design guidelines, limits on the number of rooms at 220 total; also a

limit of two hotels, one gas station, and a drive-through facility. Staff recommends approval of Ordinance 20-04.

Mayor Rees commented about the number of gas stations, made an inquiry about the hotels and expressed his desire for a nicer dine-in restaurant. There was discussion on the need for nicer restaurants along State Road 50.

Mayor Rees opened the public hearing.

Sara Wolfe, 221 N. Boyd Street, Winter Garden, Florida, spoke in opposition to another gas station and noted the closure of other gas stations in the area. She stated that she does not think it is the type of entrance wanted for Winter Garden coming down from the Turnpike.

Mayor Rees closed the public hearing.

**Motion by Commissioner Maciel to approve Ordinance 20-04 with the second reading and public hearing January 23, 2020. Seconded by Commissioner Buchanan.**

City Manager Bollhoefer explained that the City works with developers on projects such as this, striving for the highest and best use for a development. In terms of this situation, this property and this project, the developer has to make the numbers work. In order to make the numbers work with the hotel, the gas station was a key element.

Commissioner Maciel agreed that there are pros and cons to this and inquired if there are other lots available, noting the possibilities for attracting a quality restaurant. City Manager Bollhoefer noted that he met with the property owners and stated that they are currently in discussions with a high-end restaurant for this site.

There was discussion on gas stations and their business lifespan, and also the competition that may drive them away.

**Motion carried unanimously 5-0.**

- B. **Ordinance 20-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 5.51 ± ACRES LOCATED AT 541 WINTER GARDEN VINELAND ROAD, WEST OF DANIELS ROAD, EAST OF WINTER GARDEN VINELAND ROAD, SOUTH OF SUNBRIDGE CIRCLE AND NORTH OF ROPER ROAD FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE
- C. **Ordinance 20-08:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 5.51 ±

ACRES LOCATED AT 541 WINTER GARDEN VINELAND ROAD, WEST OF DANIELS ROAD, EAST OF WINTER GARDEN VINELAND ROAD, SOUTH OF SUNBRIDGE CIRCLE, AND NORTH OF ROPER ROAD, FROM R-1 (RESIDENTIAL DISTRICT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT); PROVIDING FOR CERTAIN PCD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE SONATA WEST MOB II / NHCC PCD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 20-07 and 20-08 by title only. Community Development Director Pash stated that this is a request to amend the future land use designation on this property from low density residential to commercial and rezone the property from R-1 to Planned Commercial Development (PCD). He described the location of the property and noted that the site would be developed with two 2-story medical office buildings and a single-story church. He noted that a traffic study was completed and the development would not change the existing level of service on the roads. He informed that the applicant would be required to make improvements to the intersection as well as paying their fair share of the installation of a traffic light at this intersection.

Commissioner Sharman inquired of the necessity of a traffic light for this small office complex. Mr. Pash responded that it would assist with traffic by slowing it down; assisting the Bradford Creek community with accessing their site. City Manager Bollhoefer noted that this would assist with traffic in terms of the existing Black Lake Subdivision and future development in the long term.

Mayor Rees inquired if the results of neighborhood meetings were favorable; Mr. Pash noted that there was only one person in opposition. The City Commission discussed changes in this area setting the precedence for future development, noting the buildings, traffic, as well as sufficient and shared parking on Sunday.

Mayor Rees opened the public hearing, hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Buchanan to approve Ordinances 20-07 and 20-08 with the second reading and public hearing January 23, 2020. Seconded by Commissioner Sharman and carried unanimously 5-0.**

- D. **Ordinance 20-09:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.99 ± ACRES LOCATED AT 15151 E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- E. **Ordinance 20-10:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE

PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.99 ± ACRES OF LAND LOCATED AT E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- F. **Ordinance 20-11:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.99 ± ACRES LOCATED AT 15151 E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD; FROM ORANGE COUNTY A-1 CITRUS RURAL DISTRICT TO CITY R-1 SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 20-09, 20-10 and 20-11 by title only. Community Development Director Pash stated that this is a voluntary annexation and described the location. He noted that the applicant is requesting a future land use designation of low-density residential and R-1 zoning. This property has an existing home in which the applicant plans to live. Mr. Pash addressed the issue of their current septic use as well as plans for future water and sewer connections. This is consistent with the surrounding area and staff recommends approval of Ordinance 20-09, 20-10, and 20-11.

Mayor Rees opened the public hearing, hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Bennett to approve Ordinances 20-09, 20-10 and 20-11 with the second reading and public hearing January 23, 2020. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

- G. **Ordinance 20-12:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA VACATING A PORTION OF THE PLAT DEDICATED DRAINAGE AND UTILITY EASEMENTS OVER LOT 8 OF OAKLAND PARK UNIT 1A PARTIAL REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 84, PAGE 121, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND LOT 9 OF OAKLAND PARK UNIT 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 33, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (LOCATED AT 1242 AND 1248 UNION CLUB DRIVE, WINTER GARDEN, FLORIDA) OWNED BY J & J BUILDING, LLC AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING

City Attorney Ardaman read Ordinance 20-12 by title only. Community Development Director Pash stated that this is a request to vacate the drainage and utility easement between the two lots 8 and 9 of Phase 1A. This request is so they can build one home across the two lots. Staff recommends approval of Ordinance 20-12.

Mayor Rees opened the public hearing, hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Buchanan to approve Ordinance 20-12 with the second reading and public hearing January 23, 2020. Seconded by Commissioner Sharman and carried unanimously 5-0.**

**3. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

- A. **Ordinance 20-01:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.16 ± ACRES LOCATED AT E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- B. **Ordinance 20-02:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 1.16 ± ACRES OF LAND LOCATED AT E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- C. **Ordinance 20-03:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 1.16 ± ACRES LOCATED AT E.OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD; FROM ORANGE COUNTY A-1 CITRUS RURAL DISTRICT TO CITY R-1 SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 20-01, 20-02 and 20-03 by title only. Community Development Director Pash stated that this is a voluntary annexation and described the location. He noted that the applicant is requesting future land use designation of low-density residential and R-1 zoning. He noted that this property is vacant and the applicant is requesting annexation for connection to City services. Staff recommends approval of Ordinance 20-01, 20-02 and 20-03.

Mayor Rees opened the public hearing, hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Sharman to adopt Ordinances 20-01, 20-02 and 20-03. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

- D. **Ordinance 20-05:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 0.41 +/- ACRES OF LAND GENERALLY LOCATED AT 646 E. PLANT STREET ON THE SOUTHEAST CORNER OF E. PLANT STREET AND 6TH STREET, FROM INDUSTRIAL TO COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- E. **Ordinance 20-06:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 0.41 +/- ACRES OF LAND GENERALLY LOCATED AT 646 E. PLANT STREET ON THE SOUTHEAST CORNER OF E. PLANT STREET AND 6TH STREET, FROM I-2 (GENERAL INDUSTRIAL DISTRICT) TO CAPUD (CHARACTER AREA PLANNED UNIT DEVELOPMENT); PROVIDING FOR CERTAIN CAPUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE 646 E. PLANT STREET CAPUD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 20-05 and 20-06 by title only. Community Development Director Pash stated that the owner of this property is requesting the rezoning and land use change in order to renovate a building built in 1931. He noted that they would add parking so that it can be used for office, retail or possibly a small restaurant. It is consistent with the Plant Street overlay requirements. Staff recommends approval of Ordinance 20-05 and 20-06.

Mayor Rees opened the public hearing, hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Bennett to adopt Ordinances 20-05 and 20-06. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

#### 4. **REGULAR BUSINESS**

- A. **Recommendation to approve FINAL PLAT for 555 N. Dillard Street (Dillard Pointe)**  
Community Development Director Pash stated that this is the final plat for the Dillard Pointe subdivision. He noted that this plat replats 12 existing lots into 12 new lots. The new lots are consistent with the Planned Unit Development (PUD) zoning as well as the area's existing development. The plat was reviewed and approved by the Development Review Committee (DRC) and staff recommends approval, subject to conditions as noted in the DRC Report.

**Motion by Commissioner Sharman to approve FINAL PLAT for 555 N. Dillard Street (Dillard Pointe). Seconded by Commissioner Bennett and carried unanimously 5-0.**

B. Recommendation to approve **SITE PLAN** for N. West Crown Point Road (Alta Winter Garden), subject to conditions

Community Development Director Pash stated that this is the site plan for the property generally located at the northeast corner of East Plant Street and Northwest Crown Point Road. He noted that the plan is to develop the site with five new three-story buildings that will have 250 apartments. He described other site improvements and noted that the plans are consistent with the approved Character Area Overlay PUD ordinance (CAPUD). Staff recommends approval, subject to conditions as outlined in the DRC Report.

**Motion by Commissioner Buchanan to approve SITE PLAN for N. West Crown Pointe Road (Alta Winter Garden), subject to conditions. Seconded by Commissioner Maciel and carried 4-1; Mayor Rees opposed.**

C. Recommendation to approve SITE PLAN for 620 Garden Commerce Parkway (Quality Playing Cards), subject to conditions

Community Development Director Pash stated that this is the site plan for property located at 620 Garden Commerce Parkway. The owners are requesting approval to build a new 12,500 square foot office and warehouse, along with other site improvements. The plans are consistent with the approved Planned Industrial Development (PID) Ordinance. Staff recommends approval, subject to the DRC Report.

There was discussion on the landscape being similar to what is already in the area.

**Motion by Commissioner Buchanan to approve SITE PLAN for 620 Garden Commerce Parkway (Quality Playing Cards), subject to conditions. Seconded by Commissioner Maciel and carried unanimously 5-0.**

D. Recommendation to approve **EQUIPMENT PURCHASES: (1) Vermeer Vactron Model LP573XDT Trailer Mounted Hydro Excavator and (1) Vermeer D8X12 Underground Bore System Complete**

Fleet and Facilities Division Manager Caines stated that this request is to purchase two pieces of equipment for the City's Public Services Department. He described the Vactron Excavator equipment and noted the cost at \$51,500, a piggyback of the Florida Sheriff's Association and Florida Association of Counties contract. He also described the Underground Bore System and noted the cost at \$52,432, a piggyback contract of the Sourcewell contract. Mr. Caines noted that both were anticipated purchases that were included in the current budget.

Commissioner Sharman inquired about the underground bore system and the demand for it being enough for the City to provide this service in-house. Mr. Caines described our current equipment and the new equipment and there was discussion on the uses for both.

**Motion by Commissioner Sharman to approve equipment purchases of (1) Vermeer Vactron Model LP573XDT Trailer Mounted Hydro Excavator and (1) Vermeer D8X12 Underground Bore System Complete. Seconded by Commissioner Bennett and carried unanimously 5-0.**

5. **MATTERS FROM PUBLIC** – There were no items.

6. **MATTERS FROM CITY ATTORNEY** – There were no items.

7. **MATTERS FROM CITY MANAGER**

- Staff Appreciation

City Manager Bollhoefer thanked staff for all of their hard work and efforts regarding events during the holidays.

- Winter Garden Art Association Gala

City Manager Bollhoefer inquired of the City Commission's desire to attend the Winter Garden Art Association Gala on Friday, February 21, 2020.

- Horse Drawn Carriage – Valentine's Day

City Manager Bollhoefer informed the City Commission of the Horse Drawn Carriages that are to be available for Valentine's Day, February 14, 2020. *There were no noted objections.*

- Car Show

City Manager Bollhoefer announced that Saturday, January 18, 2020 would be the first car show of the year.

- Martin Luther King (MLK) Day

City Manager Bollhoefer announced that the MLK, Jr. community celebration is Monday, January 20, 2020.

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

**Commissioner Sharman** expressed his enjoyment of the Christmas Holiday and the events here in Winter Garden.

**Commissioner Buchanan** expressed his excitement over the new development in Winter Garden; listing some of them. He acknowledged the work of City staff for the Christmas events. He also spoke of experiences and comments noted by some City visitors.

**Commissioner Bennett** thanked staff for all their hard work during the holidays and noted that they do a really good job.

Mayor Rees echoed thanks to City staff for their efforts and the work that goes into the holiday events. He also wished everyone a Happy New Year.

The meeting adjourned at 7:04 p.m.

APPROVED:

---

Mayor John Rees

ATTEST:

---

City Clerk Angee Grimmage, CMC

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

---

**From:** Matt McGrew, Fire Chief

**Via:** Mike Bollhoefer, City Manager

**Date:** January 6, 2020

**Meeting Date:** January 23, 2020

**Subject:** Introduction and Oath of Office of New Firefighters

**Issue:** Chief McGrew requests to introduce and administer the oath of office to the following Firefighters:

- James Alexander
- Connor Allen
- Xavier Couvertier
- Gregory Hogancamp
- Eric Huovinen
- Eric McAfee
- Christopher Moy
- Richard Perron
- Austin Reed
- Jimmy Rodas
- Austin Rodriguez
- Xavier Rodriguez

**Recommended action:** Authorize Chief McGrew to do this under the Presentations portion of the agenda.

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From: Frank Gilbert**  
**Asst. City Manager – Admin. Services**

**Via: Mike Bollhoefer**  
**City Manager**

**Date: January 14, 2020                      Meeting Date: January 23, 2020**

**Subject: First Reading of ORDINANCE NO. 20-14 Amending Section 54-193, Disability of the Winter Garden Pension Plan for Firefighters and Police Officers Implementing Changes Required by the Firefighter Cancer Presumption Provisions as Defined in F.S. 112.1816(1)(a)**

**Issue: Discussion and approval of Ordinance 20-14 for a second reading and public hearing.**

**Recommended Action: Motion to approve Ordinance 20-14 for a second reading and public hearing on February 13, 2020**

**Attachments/References: Ordinance 20-14**  
**Letter – Christiansen to Bollhoefer**  
**Letter – Foster & Foster No Impact Statement**

ORDINANCE NO. 20-14

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 54, PENSIONS AND RETIREMENT, ARTICLE III, PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN; AMENDING SECTION 54-193, DISABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:

SECTION 1: That Chapter 54, Pensions and Retirement, Article III, Pension Plan for Firefighters and Police Officers, of the Code of Ordinances of the City of Winter Garden, is amended by amending Section 54-193, Disability, subsection (b), In-Line of Duty Presumptions, to add paragraph (3), Firefighter Cancer Presumption, to read as follows:

\* \* \* \* \*

- (b) (3) Firefighter Cancer Presumption. The presumption provided for in this paragraph (3) shall apply only to "cancer", as defined in F.S. § 112.1816(1) (a), as amended from time to time. Any Firefighter Member who becomes totally and permanently unable to perform useful and efficient service as a Firefighter due to a diagnosis of cancer or circumstances that arise out of the treatment of cancer will be conclusively presumed to be disabled in-line of duty.

\* \* \* \* \*

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Winter Garden, Florida.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED AND ADOPTED ON SECOND READING, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

---

JOHN REES, MAYOR/COMMISSIONER

ATTEST:

---

ANGEE GRIMMAGE, CITY CLERK

Law Offices

**Christiansen & Dehner, P.A.**

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 107  
Sarasota, Florida 34240  
941-377-2200  
Fax 941-377-4848

H. Lee Dehner  
(1952-2019)

November 4, 2019

Mr. Mike Bollhoefer  
City Manager  
City of Winter Garden  
300 West Plant Street  
Winter Garden, Florida 34787

Re: City of Winter Garden Pension Plan for Firefighters and Police Officers

Dear Mr. Bollhoefer:

As you know, I represent the Board of Trustees of the City of Winter Garden Pension Plan for Firefighters and Police Officers. Enclosed please find a proposed ordinance amending the City of Winter Garden Pension Plan for Firefighters and Police Officers, which is recommended by the Board for adoption by the City Commission. This ordinance amends Section 54-193, Disability, to include language regarding the Firefighter Cancer Presumption recently adopted by the Florida Legislature in F.S. §112.1816(1)(a).

I am enclosing a copy of the actuarial impact statement from the plan's actuary, Foster & Foster, Inc., to be provided to the City Commission when this ordinance is presented for consideration and adoption.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,



Scott R. Christiansen

SRC/dm  
enclosures

cc: Doug Lozen  
Susy Pita

CITY OF WINTER GARDEN  
PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS

ACTUARIAL IMPACT STATEMENT

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.

All assumptions and methods used are the same as described in the October 1, 2018 actuarial valuation report unless otherwise indicated. All of the sections of this report are considered an integral part of the actuarial opinions.



---

Douglas H. Lozen, EA, MAAA  
Enrolled Actuary #17-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed amendment.

---

Chairman, Board of Trustees

CITY OF WINTER GARDEN  
PENSION PLAN FOR FIREFIGHTERS AND POLICE OFFICERS

ACTUARIAL IMPACT STATEMENT

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:

Effective July 1, 2019, an additional presumption was added to the disability in-line-of-duty presumption. "Diagnosis of cancer or the circumstances that arise out of the treatment of cancer. A firefighter shall be considered totally and permanently disabled in the line of duty if he or she meets the Plan's definition of total and permanently disabled due to the diagnosis of cancer or circumstances that arise out of the treatment of cancer.

To value for this change, we are increasing the in-line-of duty assumption from 75% of disablements to 90% of disablements for Firefighters.

Please note that the benefit change provided in this ordinance only relates to the disability benefits for the Pension Fund and does not provide for other additional benefits that are provided for in Florida Statutes Section 112.1816.

The cost impact, determined as of October 1, 2018, applicable to the fiscal year ending September 30, 2020, is as follows:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution % of Projected Annual Payroll	20.55%	20.51%
Member Contributions (Est.) % of Projected Annual Payroll	3.50%	3.50%
City And State Required Contribution % of Projected Annual Payroll	17.05%	17.01%
State Contribution (Est.) % of Projected Annual Payroll	\$277,807 3.79%	\$277,807 3.79%
City Required Contribution % of Projected Annual Payroll	13.26%	13.22%

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2018</u>	Old Benefits <u>10/1/2018</u>
A. Participant Data		
Actives	112	112
Service Retirees	33	33
DROP Retirees	2	2
Beneficiaries	2	2
Disability Retirees	8	8
Terminated Vested	<u>63</u>	<u>63</u>
Total	220	220
Total Annual Payroll	\$7,466,896	\$7,466,896
Payroll Under Assumed Ret. Age	7,330,806	7,330,806
Annual Rate of Payments to:		
Service Retirees	1,139,755	1,139,755
DROP Retirees	169,475	169,475
Beneficiaries	58,940	58,940
Disability Retirees	228,149	228,149
Terminated Vested	342,137	342,137
B. Assets		
Actuarial Value (AVA) <sup>1</sup>	40,627,013	40,627,013
Market Value (MVA) <sup>1</sup>	42,310,653	42,310,653
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	27,524,683	27,524,683
Disability Benefits	1,580,251	1,567,516
Death Benefits	347,935	347,935
Vested Benefits	2,243,295	2,243,295
Refund of Contributions	51,486	51,486
Service Retirees	12,201,375	12,201,375
DROP Retirees <sup>1</sup>	2,487,337	2,487,337
Beneficiaries	627,264	627,264
Disability Retirees	2,592,104	2,592,104
Terminated Vested	2,238,802	2,238,802
Share Plan Balances <sup>1</sup>	<u>545,899</u>	<u>545,899</u>
Total	52,440,431	52,427,696

C. Liabilities - (Continued)	New Benefits <u>10/1/2018</u>	Old Benefits <u>10/1/2018</u>
Present Value of Future Salaries	68,996,558	68,996,558
Present Value of Future Member Contributions	2,414,880	2,414,880
Normal Cost (Retirement)	1,020,003	1,020,003
Normal Cost (Disability)	121,461	117,477
Normal Cost (Death)	16,493	16,493
Normal Cost (Vesting)	147,402	147,402
Normal Cost (Refunds)	<u>12,546</u>	<u>12,546</u>
Total Normal Cost	1,317,905	1,313,921
Present Value of Future Normal Costs	11,508,546	11,479,542
Accrued Liability (Retirement)	18,260,769	18,260,769
Accrued Liability (Disability)	658,013	674,282
Accrued Liability (Death)	204,489	204,489
Accrued Liability (Vesting)	1,107,185	1,107,185
Accrued Liability (Refunds)	8,648	8,648
Accrued Liability (Inactives) <sup>1</sup>	20,146,882	20,146,882
Share Plan Balances <sup>1</sup>	<u>545,899</u>	<u>545,899</u>
Total Actuarial Accrued Liability (EAN AL)	40,931,885	40,948,154
Unfunded Actuarial Accrued Liability (UAAL)	304,872	321,141
Funded Ratio (AVA / EAN AL)	99.3%	99.2%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2018</u>	Old Benefits <u>10/1/2018</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances <sup>1</sup>	20,692,781	20,692,781
Actives	9,342,595	9,316,704
Member Contributions	<u>1,470,144</u>	<u>1,470,144</u>
Total	31,505,520	31,479,629
Non-vested Accrued Benefits	<u>1,169,429</u>	<u>1,174,428</u>
Total Present Value Accrued Benefits (PVAB)	32,674,949	32,654,057
Funded Ratio (MVA / PVAB)	129.5%	129.6%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	20,892	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	20,892	

Valuation Date	New Benefits	Old Benefits
Applicable to Fiscal Year Ending	10/1/2018	10/1/2018
	<u>9/30/2020</u>	<u>9/30/2020</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Total Annual Payroll <sup>2</sup>	18.63	18.57
Administrative Expenses (with interest)		
% of Total Annual Payroll <sup>2</sup>	0.90	0.90
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 5 years (as of 10/1/2018, with interest)		
% of Total Annual Payroll <sup>2</sup>	1.02	1.04
Minimum Required Contribution		
% of Total Annual Payroll <sup>2</sup>	20.55	20.51
Expected Member Contributions		
% of Total Annual Payroll <sup>2</sup>	3.50	3.50
Expected City and State Contribution		
% of Total Annual Payroll <sup>2</sup>	17.05	17.01

<sup>1</sup> The asset values and liabilities include accumulated DROP and Share Plan Balances.

<sup>2</sup> Contributions developed as of 10/1/2018 are expressed as a percentage of total annual payroll at 10/1/2018 of \$7,330,806.

## ACTUARIAL ASSUMPTIONS AND METHODS

### Mortality Rate

#### *Healthy Active Lives:*

**Female:** RP2000 Generational, 100% Combined Healthy White Collar, Scale BB

**Male:** RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB

#### *Healthy Inactive Lives:*

**Female:** RP2000 Generational, 100% Annuitant White Collar, Scale BB

**Male:** RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

#### *Disabled Lives:*

**Female:** 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale

**Male:** 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale

The above 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, 2018 FRS valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

### Interest Rate

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.

### 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.

### Funding Method

Entry Age Normal Actuarial Cost Method.

Salary Increases

<u>Credited Service</u>	<u>Rates</u>
First Year	12.0%
1-4	5.0%
5-14	4.5%
15+	4.0%

The above rates were adopted by the Board of Trustees in conjunction with the August 31, 2016 Experience Study.

Normal Retirement Rates

<u>Service</u>	<u>Age</u>	<u>Probability of Retirement</u>
6-24	55	40%
	56-63	10%
	64+	100%
25-27	All	0%
28+	All	100%

The above rates were adopted by the Board as the result of an Experience Study dated August 31, 2016.

Early Retirement Rates

<u>Age</u>	<u>Rates</u>
50	2.4%
51	2.2%
52	2.0%
53	1.8%
54	1.6%

The above rates were reviewed and maintained by the Board of Trustees in conjunction with the August 31, 2016 Experience Study.

Termination Rates

<u>Credited Service</u>	<u>Rates</u>
First Year	9.0%
1	8.0%
2	8.0%
3	9.0%
4	9.0%
5-9	4.0%
10-14	4.0%
15+	2.0%

The above rates were adopted by the Board of Trustees in conjunction with the August 31, 2016 Experience Study.

Terminal Leave Pay

<u>Present Value of Retirement Liability</u>	<u>Hired prior to 7/1/2001</u>	<u>Percentage Increase to Liability</u>	
		<u>Hired 7/1/2001 – 7/1/2006</u>	<u>Hired after 7/1/2006</u>
Normal	5.0%	3.75%	2.5%
Early	2.5%	1.875%	1.25%
Vesting	2.5%	1.875%	1.25%
Death	2.5%	1.875%	1.25%
Disability	2.5%	1.875%	1.25%

The assumed rates are based on data provided by the City. Also, no liability increases are utilized for Members hired after June 30, 2011.

Disability Rates

<u>Age</u>	<u>Probability of Disability</u>
20	0.14%
25	0.15%
30	0.18%
35	0.23%
40	0.30%
45	0.51%
50	1.00%

The above rates were adopted by the Board as the result of a prior Experience Study.

Additionally, it is assumed that 75% of disablements are service-related.

Administrative Expenses

\$63,781 annually, based on actual expenses incurred in the prior fiscal year.

Actuarial Value of Assets

The Actuarial Value of Assets utilizes a five-year smoothing methodology. The annual difference between expected and actual investment earnings (Market Value, net of investment-related expenses), is phased-in over a five-year period.

## SUMMARY OF PLAN PROVISIONS

<u>Eligibility</u>	Full-time employees who are classified as Police Officers or Firefighters participate as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of employment with the City as a Police Officer or Firefighter.
<u>Salary</u>	Gross Compensation, excluding extra duty detail work performed for a second party.
<u>Average Final Compensation</u>	Average Salary for the 5 best years of the 10 years immediately preceding retirement or termination.
<u>Member Contributions</u>	3.5% of Salary.
<u>City and State Contributions</u>	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.
<u>Normal Retirement</u>	
Date	Earlier of: 1) age 55 with 6 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age.
Benefit	3.0% of Average Final Compensation for each year of Credited Service.
Maximum Benefit	95% of Average Final Compensation.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
<u>Early Retirement</u>	
Eligibility	Age 50 with 6 years of Credited Service.
Benefit	Accrued benefit, reduced 3% per year that the benefit commencement date precedes age 55.
<u>Vesting</u>	
Schedule	100% after 6 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the Early (reduced) 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 (25% for Non-Service Incurred). The maximum benefit is 95% of Average Final Compensation.

### Duration

Payable for life (with 120 payments guaranteed) or until recovery (as determined by the Board). Optional forms of payment are available.

## Death Benefits

10 or more years of  
Credited Service

Monthly accrued benefit payable to designated beneficiary for 10 years at otherwise Early (reduced) or Normal (unreduced) Retirement Date.

Less than 10 years of  
Credited Service

Refund of accumulated contributions.

Post-Retirement

Benefits payable to beneficiary in accordance with option selected at retirement.

## Deferred Retirement Option Plan

### Eligibility

Firefighters only upon satisfaction of Normal Retirement requirements.

### Participation

Up to thirty-six (36) months, but not beyond age 58. For firefighters who had first reached age 55 prior to the effective date the DROP option was added to this plan, participation up to 36 months is permitted without regard to the age 58 limitation.

### Rate of Return

Actual net rate of investment return (total return net of brokerage commissions, management fees and transaction costs) credited each Plan/Fiscal quarter.

### Form of Distribution

Cash lump sum (options available) at termination of employment.

Supplement Benefit

Initial Crediting	Pursuant to a Mutual Consent Agreement between the City and Membership, \$81,875.69 from the Excess State Monies Reserve is allocated to eligible Firefighters for the fiscal year ended September 30, 2015.
Annual Crediting	50% of annual Chapter 185 Premium tax revenues received by the City in excess of \$231,706.15 (beginning with the fiscal year ending September 30, 2017) and 50% of annual Chapter 175 Premium tax revenues received by the City in excess of \$46,100.85 shall be allocated based on a Credited Service methodology.
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 six 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.

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Steve Pash, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** January 16, 2020 **Meeting Date:** January 23, 2020

**Subject:** 15151 E. Oakland Ave  
**Ordinance 20-09, 20-10, and 20-11**  
**PARCEL ID # 21-22-27-0000-00-088**

**Issue:** The applicant is requesting to annex the 0.99 +/- acre property into the City as well as change the zoning and future land use designation.

**Discussion:** The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as City Low Density Residential, and rezoning the property to R-1 Residential District. Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City's Comprehensive Plan.

**Recommended Action:**

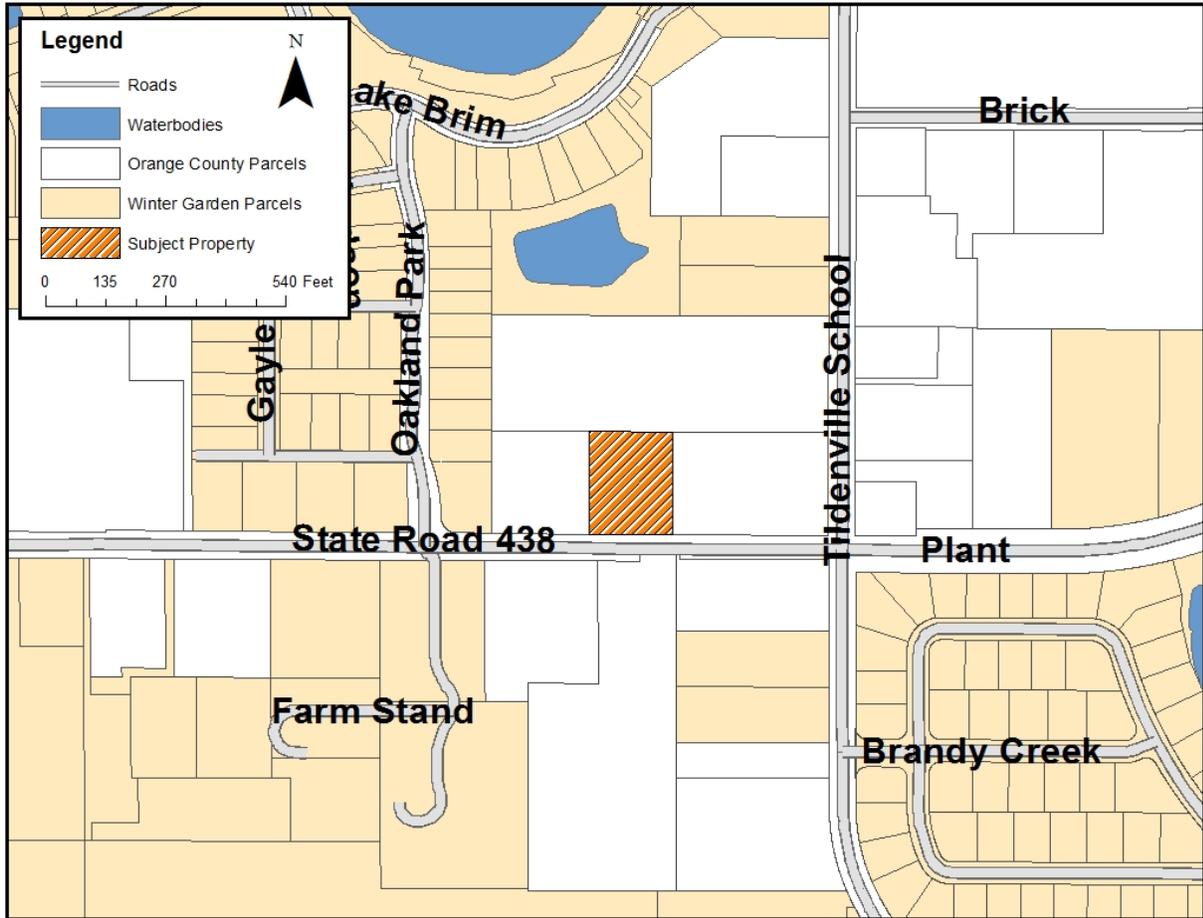
Staff recommends approval of Ordinance 20-09, 20-10, and 20-11.

**Attachment(s)/References:**

Location Map  
Ordinance 20-09, 20-10, and 20-11  
Staff Report

# LOCATION MAP

15151 E. Oakland Avenue



ORDINANCE 20-09

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.99 ± ACRES LOCATED AT 15151 E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner of the land, generally described as approximately 0.99 ± acres located at 15151 E. Oakland Avenue; north of State Road 438 E. Oakland Avenue, west of Tildenville School Road, and east of Oakland Park Blvd and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida (“City”), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

**WHEREAS**, the petition for voluntary annexation referenced herein bears the signatures of all owners of the property or properties described in Section II of this Ordinance (*i.e.*, the property or properties to be annexed); and

**WHEREAS**, the City has determined that the property described in Section II of this Ordinance is located in an unincorporated area of the County and that annexation of such property will not result in the creation of an enclave.

**BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION I:** *Annexation.* That the City Commission through its Planning and Zoning Board has conducted an investigation to determine whether the described property meets the prerequisites and standards set forth in Chapter 171, Fla. Stat. and has held a public hearing and said petition and made certain findings.

**SECTION II:** *Description of Area Annexed.* That, after said public hearing and having found such petition meets said prerequisites and standards, the property legally defined in ATTACHMENT “A” and graphically shown in ATTACHMENT “B” shall be annexed into the City of Winter Garden, Florida.

**SECTION III:** *Effect of Annexation.* That the City of Winter Garden, Florida, shall have all of the power, authority, and jurisdiction over and within the land as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have

over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

**SECTION IV:** *Apportionment of Debts and Taxes.* Pursuant to § 171.061, Fla. Stat., the area annexed to the City shall be subject to all taxes and debts of the City upon the effective date of annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the City levies such tax.

**SECTION V:** *Instructions to Clerk.* Within seven (7) days following the adoption of this Ordinance, the City Clerk or his/her designee is directed to file a copy of this ordinance, including ATTACHMENT "A" hereto, with the clerk of the circuit court and the chief administrative officer of Orange County as required by § 171.044(3), Fla. Stat.

**SECTION VI:** *Severability.* Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

**SECTION VII:** *Effective Date.* This Ordinance shall become effective upon adoption at its second reading.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2020.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2020.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
ANGELA GRIMMAGE, City Clerk

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

Parcel ID # 21-22-27-0000-00-088

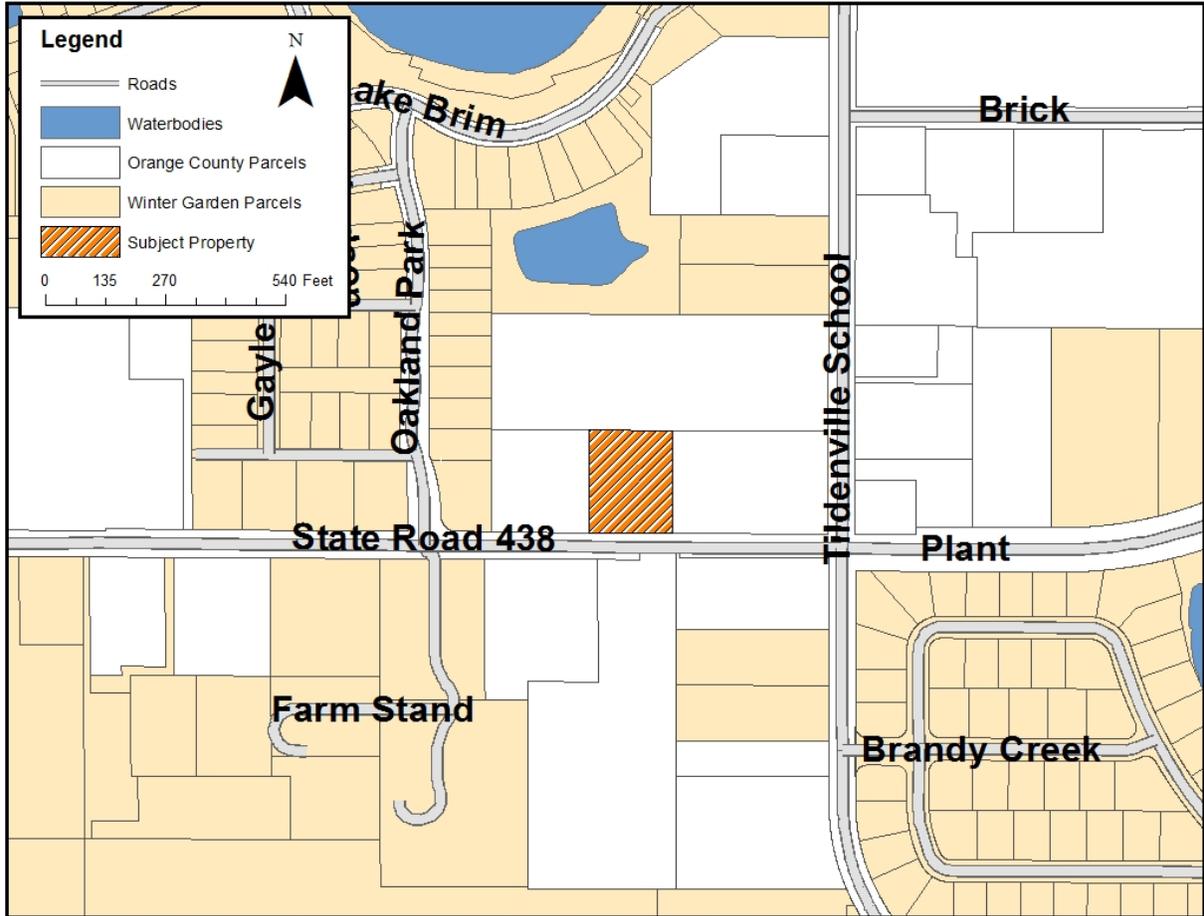
A parcel of land being a Portion of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 22 South, Range 27 East, Orange County, Florida, thence run 324.00 feet West and 30.00 feet North to the intersection of the North Right-of-way line of State Road 438 and the West Right-of-way line of State Road 545; thence along the North Right-of-way line of State Road 438, South 89°56'47" West, a distance of 348.89 feet to a point, said point being the POINT OF BEGINNING of the herein described property; thence continue along said North Right-of-way line, South 89°56'47" West, a distance of 187.89 feet to a point; thence departing said North Right-of-way line, along a line parallel to the West Right-of-way line of State Road 545, North 00°12'25" West, a distance of 231.00 feet to a point; thence along a line parallel with the North Right-of-way line of State Road 438, North 89°56'47" East, a distance of 187.89 feet to a point; thence along a line parallel to the West Right-of-way line of State Road 545, South 00°12'25" East, a distance of 231.00 feet to the above described POINT OF BEGINNING.

**ATTACHMENT "B"**

**LOCATION MAP**

**E. Oakland Avenue**



ORDINANCE 20-10

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.99 ± ACRES OF LAND LOCATED AT E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on the 13<sup>th</sup> of June, 1991, the City Commission of the City of Winter Garden adopted Ordinance 91-16 which adopted a new Comprehensive Plan for the City of Winter Garden, and on the 24<sup>th</sup> of June, 2010, the City Commission of the City of Winter Garden adopted Ordinance 10-19 readopting and amending the Comprehensive Plan for the City of Winter Garden;

**WHEREAS**, the owner of that certain real property generally described as 0.99 ± acres of land located at 15151 E. Oakland Avenue; north of State Road 438 E. Oakland Avenue, west of Tildenville School Road, and east of Oakland Park Blvd, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Low Density Residential to City Low Density Residential; and

**WHEREAS**, the City of Winter Garden's Local Planning Agency and City Commission have conducted the prerequisite advertised public hearings pursuant to Chapter 163, Florida Statutes, regarding the adoption of this ordinance; now, therefore,

**BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION I.** *FLUM Amendment.* The City of Winter Garden hereby amends the Future Land Use Map of the City of Winter Garden Comprehensive Plan by designating the aforesaid Property to City Low Density Residential as set forth in ATTACHMENT "B".

**SECTION II.** *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 20-09, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order

determining that the adopted Ordinance is in compliance.

**SECTION III. Severability.** Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2020.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2020.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
ANGELA GRIMMAGE, City Clerk

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

Parcel ID # 21-22-27-0000-00-088

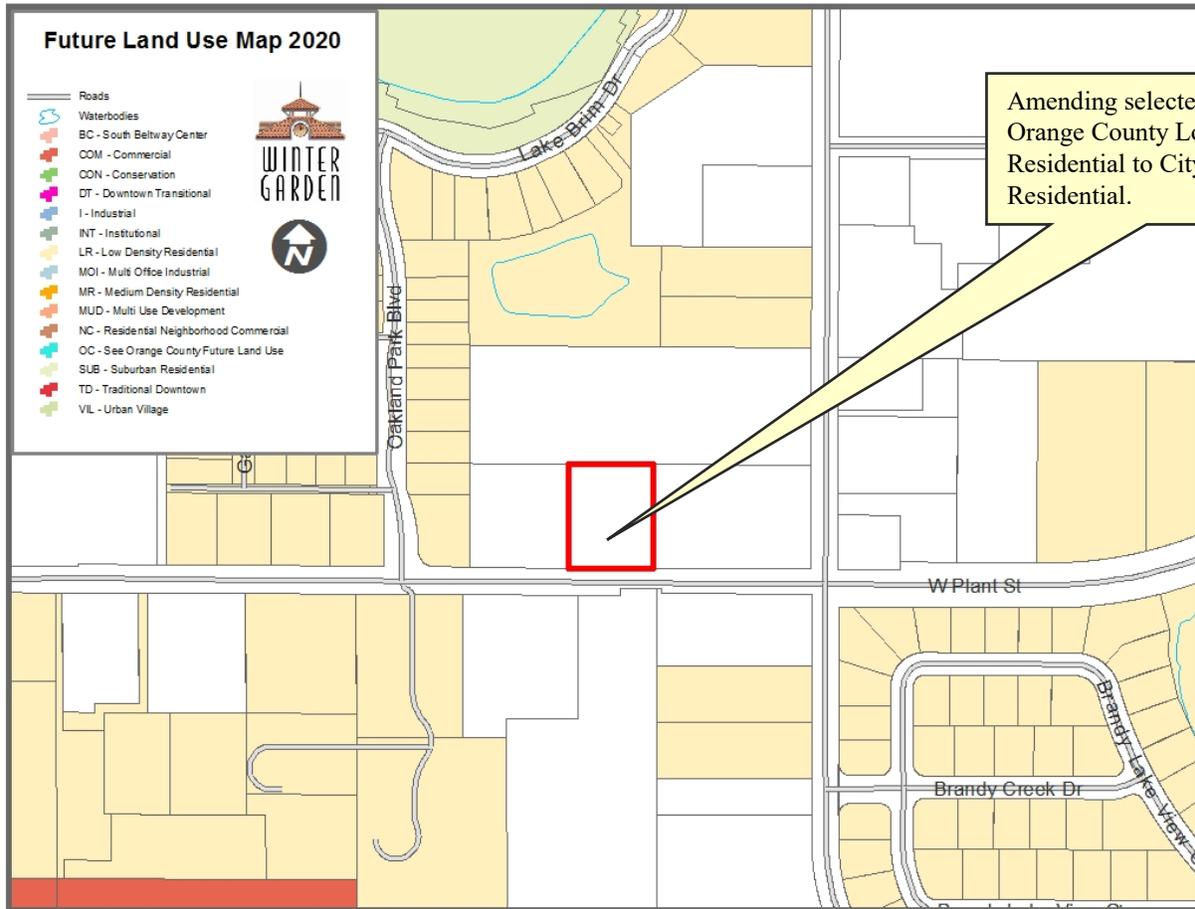
A parcel of land being a Portion of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 22 South, Range 27 East, Orange County, Florida, thence run 324.00 feet West and 30.00 feet North to the intersection of the North Right-of-way line of State Road 438 and the West Right-of-way line of State Road 545; thence along the North Right-of-way line of State Road 438, South 89°56'47" West, a distance of 348.89 feet to a point, said point being the POINT OF BEGINNING of the herein described property; thence continue along said North Right-of-way line, South 89°56'47" West, a distance of 187.89 feet to a point; thence departing said North Right-of-way line, along a line parallel to the West Right-of-way line of State Road 545, North 00°12'25" West, a distance of 231.00 feet to a point; thence along a line parallel with the North Right-of-way line of State Road 438, North 89°56'47" East, a distance of 187.89 feet to a point; thence along a line parallel to the West Right-of-way line of State Road 545, South 00°12'25" East, a distance of 231.00 feet to the above described POINT OF BEGINNING.

**ATTACHMENT "B"**

**FUTURE LAND USE MAP**

**15151 E. Oakland Avenue**



ORDINANCE 20-11

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.99 ± ACRES LOCATED AT 15151 E. OAKLAND AVENUE; NORTH OF STATE ROAD 438 E. OAKLAND AVENUE, WEST OF TILDENVILLE SCHOOL ROAD, AND EAST OF OAKLAND PARK BLVD; FROM ORANGE COUNTY A-1 CITRUS RURAL DISTRICT TO CITY R-1 SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the owner of that certain real property generally described as approximately 0.99 ± acres located at 15151 E. Oakland Avenue; north of State Road 438 E. Oakland Avenue, west of Tildenville School Road, and east of Oakland Park Blvd, and legally described in Section I of this ordinance has petitioned the City to rezone said property from Orange County A-1 Citrus Rural District to the City's R-1 Single Family Residential District zoning classification, therefore; and

**WHEREAS**, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the rezoning approved by this Ordinance is consistent with the City of Winter Garden Comprehensive Plan; and

**WHEREAS**, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to R-1 Single Family Residential District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

**BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION I:** *Rezoning.* The above "Whereas" clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from Orange County A-1 Citrus Rural District to City R-1 Single Family Residential District in the City of Winter Garden, Florida.

**SECTION II:** *Zoning Map.* The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

**SECTION III:** *Non-Severability.* Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

**SECTION IV: Effective Date.** This Ordinance shall become effective simultaneously upon the effective date of Ordinance 20-10 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2020.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2020.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
ANGLEA GRIMMAGE, City Clerk

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

Parcel ID # 21-22-27-0000-00-088

A parcel of land being a Portion of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 22 South, Range 27 East, Orange County, Florida, thence run 324.00 feet West and 30.00 feet North to the intersection of the North Right-of-way line of State Road 438 and the West Right-of-way line of State Road 545; thence along the North Right-of-way line of State Road 438, South 89°56'47" West, a distance of 348.89 feet to a point, said point being the POINT OF BEGINNING of the herein described property; thence continue along said North Right-of-way line, South 89°56'47" West, a distance of 187.89 feet to a point; thence departing said North Right-of-way line, along a line parallel to the West Right-of-way line of State Road 545, North 00°12'25" West, a distance of 231.00 feet to a point; thence along a line parallel with the North Right-of-way line of State Road 438, North 89°56'47" East, a distance of 187.89 feet to a point; thence along a line parallel to the West Right-of-way line of State Road 545, South 00°12'25" East, a distance of 231.00 feet to the above described POINT OF BEGINNING.

# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

# STAFF REPORT

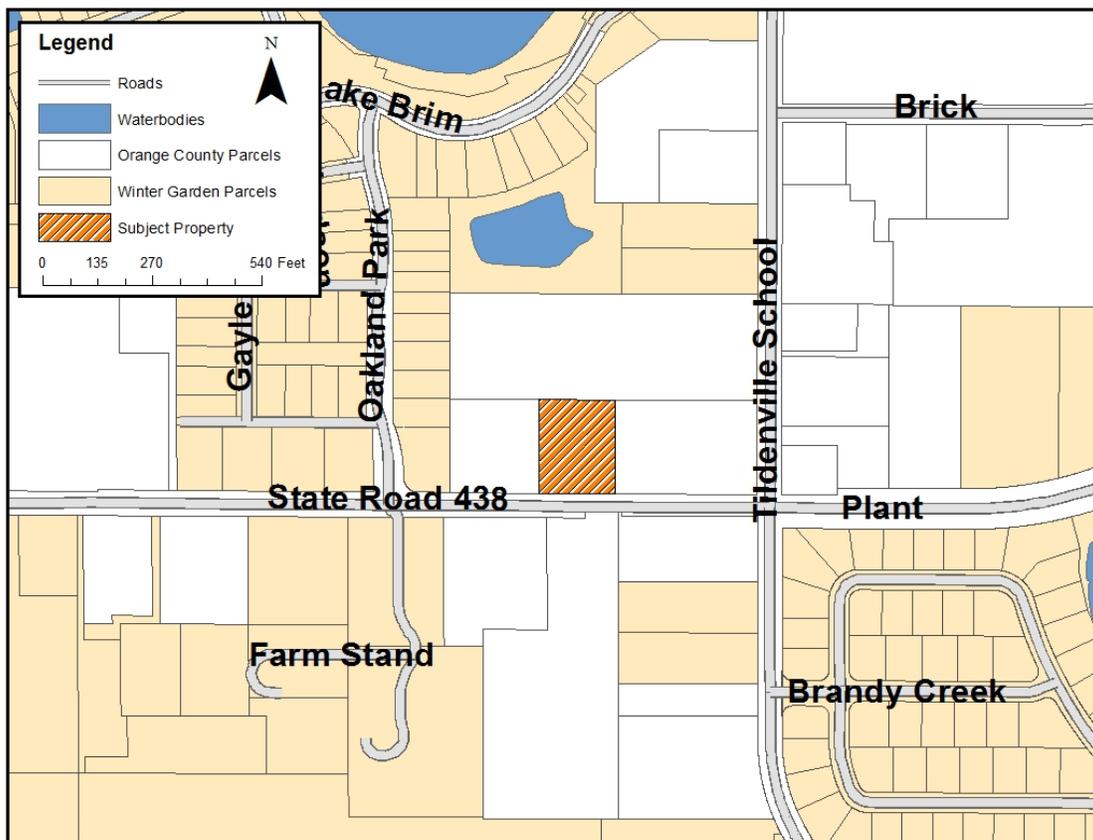
**TO:** PLANNING AND ZONING BOARD  
**PREPARED BY:** Soraya Karimi, Planner I  
**DATE:** January 6, 2020  
**SUBJECT:** ANNEXATION – FLU—ZONING  
**15151 E. Oakland Ave (0.99 +/- ACRES)**  
**PARCEL ID # 21-22-27-0000-00-088**

**APPLICANT:** Jesus F. Salvador & Iliana Ramos

### INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property, located at 15151 E. Oakland Avenue, is approximately 0.99 ± acres. The map below depicts the proximity of the subject property to the City of Winter Garden municipal limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as City Low Density Residential, and assigned zoning designation of R-1.

In accordance with the City's Comprehensive Plan, Properties designated with the Low Density Residential land use category are required to be developed at a gross residential density no greater than 6 dwelling units per acre and will be identified on the Future Land Use Map only in areas that are either similar in nature (i.e. have the same type of density of existing neighborhoods) or where environmental factors require low residential densities. Factors in determining this land use category included proximity to natural resources and urban services, availability of public facilities, and the characteristics of nearby existing and future neighborhoods. Churches and schools may be allowed via a Special Exception Permit. The zoning classifications that are consistent with the Low Density Residential classification are PUD, R-1A, R-1B, R-1, R-4, and R-5.

The City endorses infill of its jurisdictional limits through voluntary annexation of enclaves. The elimination of enclaves through voluntary annexation furthers the goals, objectives, and policies of the City's Comprehensive Plan.

### **EXISTING USE**

The property located at 15151 E. Oakland Avenue is currently developed with a single family residence. The gross land area is 0.99 +/- acres.

### **ADJACENT LAND USE AND ZONING**

The property to the west of the subject property is owned by the applicants, and is currently undergoing an annexation into the city, rezoning from County A-1 to City R-1, and amendment to the Future Land Use Map to Low Density Residential. The property to the north of the subject property is unincorporated County land, zoned A-1. The properties to the south of the subject property are beyond SR 438 E. Oakland Avenue and are unincorporated County single family residential, zoned A-1. The property to the east of the subject property is zoned County A-1 and is single family residential.

### **PROPOSED USE**

The applicants are requesting to annex 0.99 ± acres of the subject property into the City in order to develop the property with a single family residential home.

### **PUBLIC FACILITY ANALYSIS**

The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

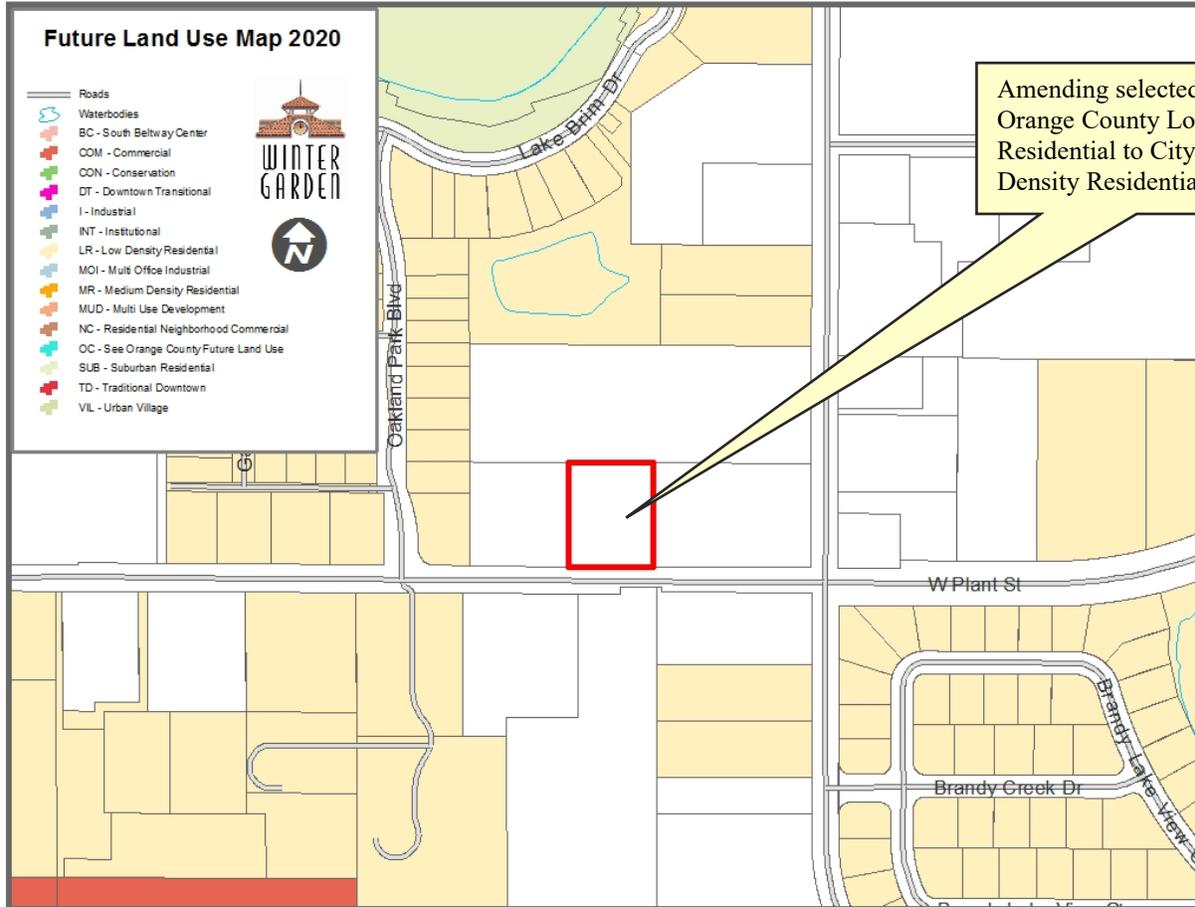
**SUMMARY**

Annexation will provide a more efficient delivery of services to the properties and further the goals and objectives of the City of Winter Garden’s Comprehensive Plan.  
City Staff recommends approval of Ordinances 20-09, 20-10, and 20-11.

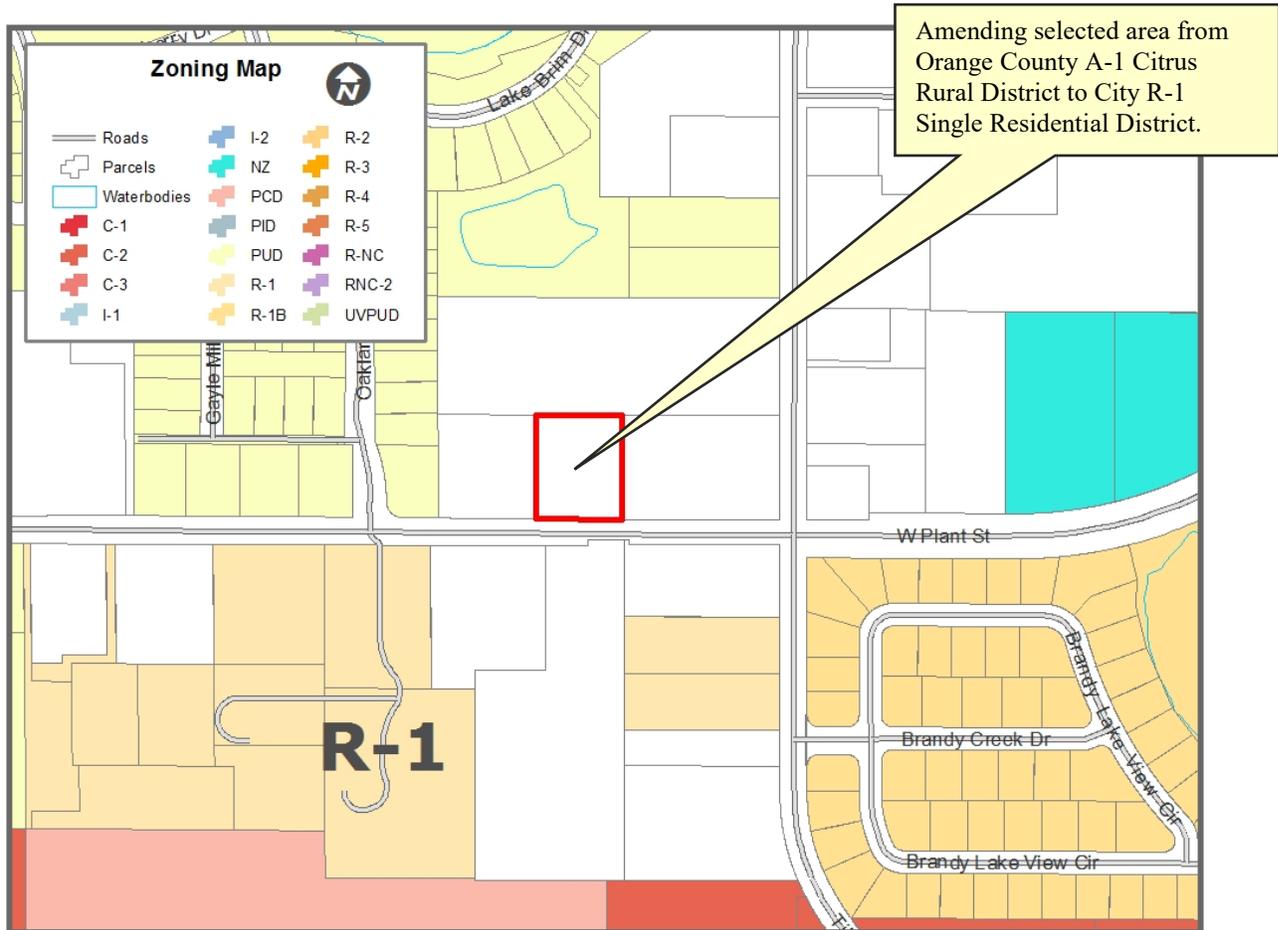
**AERIAL PHOTO**  
**15151 E. Oakland Avenue**



### Future Land Use Map 15151 E. Oakland Avenue



**Zoning Map**  
**15151 E. Oakland Avenue**



**END OF STAFF REPORT**

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Steve Pash, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** January 16, 2020 **Meeting Date:** January 23, 2020

**Subject:** 1242 & 1248 Union Club Drive  
**Easement Vacation & Binding Lot Agreement**  
**Ordinance 20-12**  
**PARCEL ID #21-22-27-6095-00-080 & 21-22-27-6095-00-090**

**Issue:** The applicant is requesting to vacate certain utility and drainage easements that exist between 1242 Union Club Drive and 1248 Union Club Drive. The applicant is then requesting to combine the two lots at 1242 & 1248 Union Club drive.

**Discussion:** The subject property, located north of Union Club Drive, is approximately 0.50 +/- acres. The property is currently vacant and the applicant is requesting to vacate certain utility and drainage easements that were recorded with the final plat and the replat of the Oakland Park Subdivision. The lots at 1242 & 1248 Union Club Drive, lot 8 and lot 9, are then to be combined. The purpose of the easement vacation and lot combination is to develop the site with a single family residence.

The subject property carries the zoning designation PUD (Planned Unit Development), and is designated SUB (Suburban Residential) on the Future Land Use Map of the Comprehensive Plan.

**Recommended Action:**

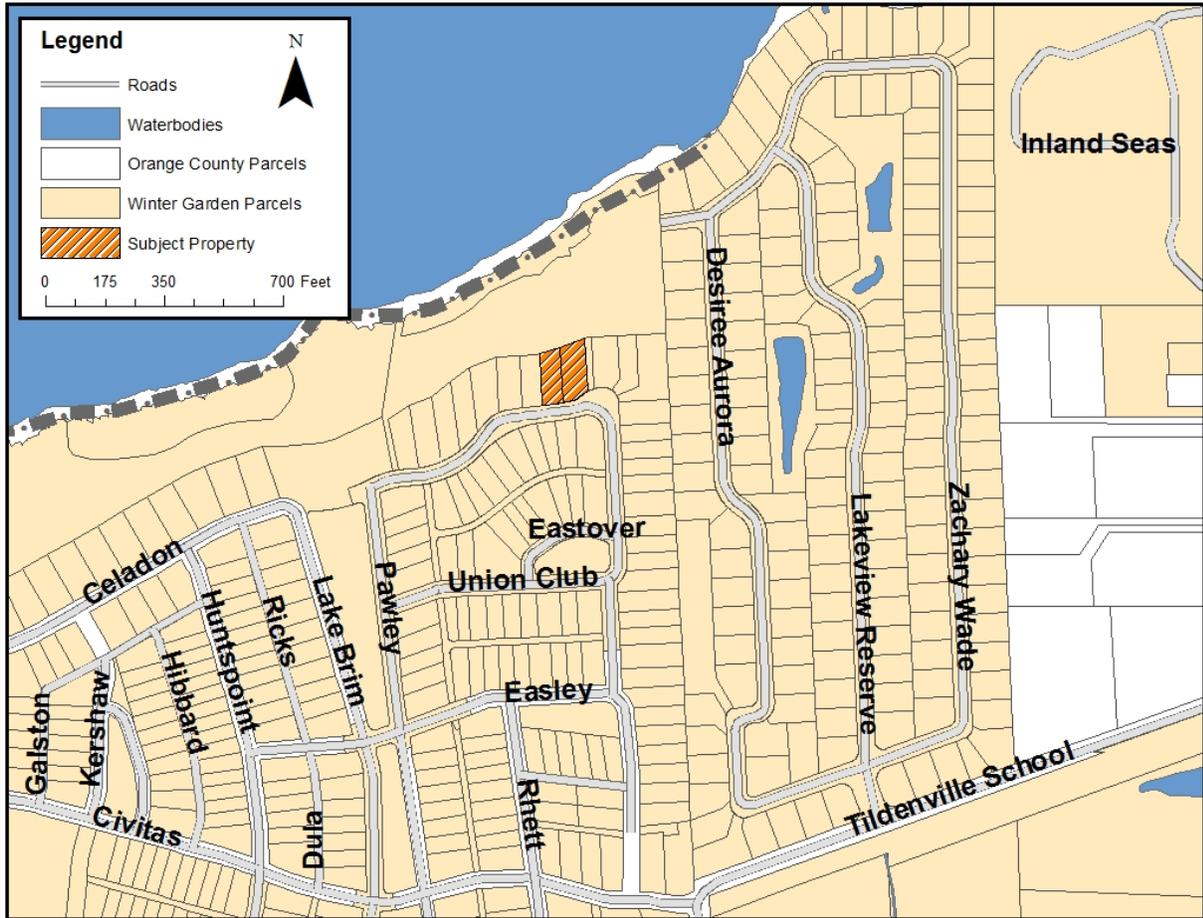
Staff recommends approval of Ordinance 20-12 and of the binding lot combination agreement.

**Attachment(s)/References:**

Location Map  
Ordinance 20-12  
Binding Lot Combination Agreement

# LOCATION MAP

1242 & 1248 Union Club Drive



## ORDINANCE 20-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA VACATING A PORTION OF THE PLAT DEDICATED DRAINAGE AND UTILITY EASEMENTS OVER LOT 8 OF OAKLAND PARK UNIT 1A PARTIAL REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 84, PAGE 121, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND LOT 9 OF OAKLAND PARK UNIT 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 33, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (LOCATED AT 1242 AND 1248 UNION CLUB DRIVE, WINTER GARDEN, FLORIDA) OWNED BY J & J BUILDING, LLC AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING.

**WHEREAS**, J & J BUILDING, LLC ( the " Owner ") is the fee simple owner of two residential lots located at 1242 and 1248 Union Club Drive, Winter Garden, Florida, which are legally described as Lot 8, Oakland Park Unit 1A Partial Replat, according to the plat thereof, as recorded in Plat Book 84, Page 121, of the Public Records of Orange County, Florida; and Lot 9, Oakland Park Unit 1A, according to the plat thereof, as recorded in Plat Book 70, Page 33, of the Public Records of Orange County, Florida; a copy of the survey of said lots is attached hereto as Exhibit " A" for reference (the " Lots "); and

**WHEREAS**, the Proposed Vacated Easements are graphically depicted on Exhibit "A";

**WHEREAS**, the petition to vacate the Proposed Vacated Easements was duly presented to the City Commission at a regular meeting; and

**WHEREAS**, it appears that the Owner is the fee simple owner of all of the above described residential lots and the vacation of the Proposed Vacated Easements, will not affect the distribution of utility services to the public and public drainage needs; and

**WHEREAS**, the Oakland Park Association, Inc. has consented to the vacation of the Proposed Vacated Easements; and

**WHEREAS**, the City has received letters of no objection to the vacation of the Proposed Vacated Easements, from Duke Energy, Charter Spectrum, Lake Apopka Natural Gas, CenturyLink, surrounding property owners, homeowners association, and the City of Winter Garden Staff; and

**WHEREAS**, it appears that all ad valorem taxes due and owing on said Lots have been paid, that due and proper notice of the Owner' s easement vacation request has been given as required by law, and proof of publication of said notice has been received by the City; and

**WHEREAS**, the City of Winter Garden is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, as well as the provisions of the City Charter and other law and therefore the City has

the authority to vacate easements dedicated to the City and public.

**NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AS FOLLOWS:**

**SECTION 1:** Recitals. The above recitals are true and accurate and are incorporated herein.

**SECTION 2:** Easement Vacation — Drainage and Utility Easements. The drainage and utility easements depicted on Exhibit "A; located at 1242 and 1248 Union Club Drive, Winter Garden, Florida, which are legally described as Lot 8, Oakland Park Unit 1A Partial Replat, according to the plat thereof, as recorded in Plat Book 84, Page 121, of the Public Records of Orange County, Florida; and Lot 9, Oakland Park Unit 1A, according to the plat thereof, as recorded in Plat Book 70, Page 33, of the Public Records of Orange County, Florida, are hereby vacated and annulled. The other easements dedicated on the plat over, under and through the Lots shall continue to exist.

**SECTION 3:** Effective Date. This Ordinance shall take effect immediately.

**SECTION 4:** Recording. A certified copy of this Ordinance shall be recorded in the public records of Orange County, Florida by the City Clerk.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2020.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2020.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the City Commission of the City of Winter Garden, Florida.

**APPROVED:**

\_\_\_\_\_  
JOHN REES, Mayor/Commissioner

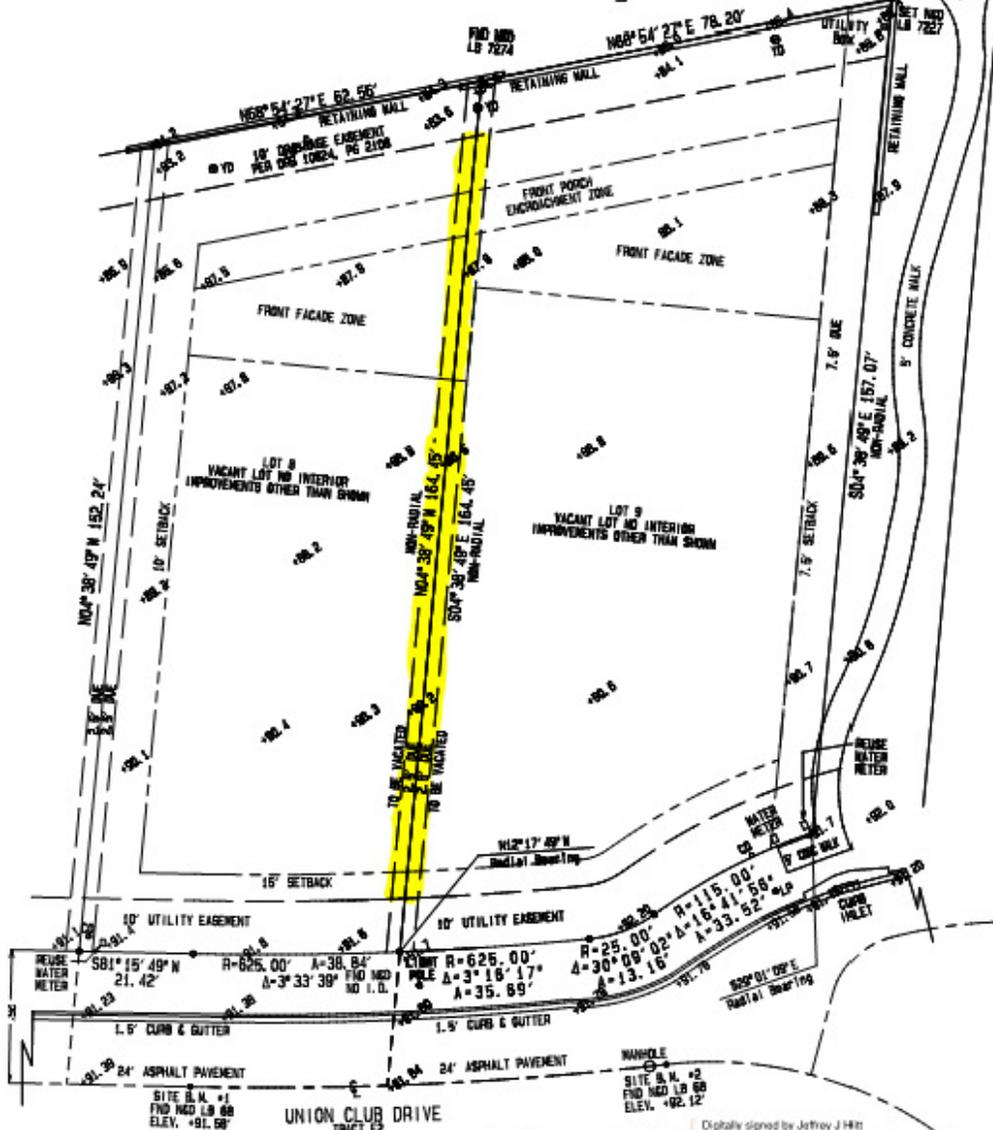
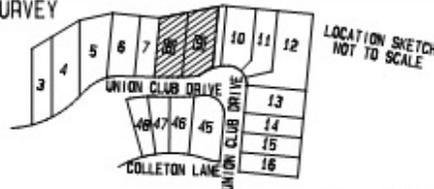
**ATTEST:**

\_\_\_\_\_  
City Clerk

Exhibit A

SKETCH OF BOUNDARY/TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:  
 Lot 8, OAKLAND PARK UNIT 1A PARTIAL RE-PLAT, according to the plat thereof as recorded in Plat Book 84, Page 121 of the Public Records of Orange County, Florida and Lot 9, OAKLAND PARK UNIT 1A, according to the plat thereof as recorded in Plat Book 70, Pages 33 through 39 of the Public Records of Orange County, Florida.



BENCH MARK UTILIZED: ORANGE COUNTY  
 BENCH MARK L764001, PUBLISHED ELEVATION  
 +113.19', N.A.S.D. 1988, CONVERTED TO  
 L.G.V.D. 1929, +114.08'

ONE-DRAINAGE/UTILITY EASEMENT  
 DASHED-DRAWING/UTIL. & SIDEWALK EASE  
 DASHED-DRAWING & WALL EASEMENT  
 ALL PROPERTY CORNERS ARE SET FROM NEAR  
 S.W.P. LB 7027 UNLESS OTHERWISE NOTED

Jeffrey J Hitt

Digitally signed by Jeffrey J Hitt  
 DN: cn=US, o=Hitt Land Surveyors Inc.,  
 ou=A01427E000016858994F2A00012B  
 email=Jeffrey.J.Hitt  
 Date: 2019.11.18 16:06:00 -0500

PROFESSIONAL SURVEYOR & MAPPER NO. 4717 STATE OF FLORIDA

ORDER #	FOR	DATE	NOTES
1908017	JEJ BUILDING, LLC	7/26/18	Certification of Authorization LB 7027 Certification to date of field work & not signature date. Bearings shown are based on the Centerline of Union Club Drive at Lot 8, Oakland Park Unit 1A, N 81° 25' 43" E. (Assumed Meridian), +102.0 indicates existing elevations. [DASHED] indicates proposed grades. Elevations per N.G.V.D. 1929.
1908019	COMBINE LOTS 8 AND 9	9/05/19	

FLOOD ZONE: X  
 BASE FLOOD ELEV: N/A  
 MAP # C1200600218 F  
 EFFECTIVE DATE: 09/26/09  
 LOT CONTAINS 0.969 ACRES +/-

SCALE: 1" = 20'  
 FIELD BOOK: 122-9

**HITT LAND SURVEYORS, INC.**  
 318 SHEETWATER CREEK DRIVE N., LONGWOOD, FLORIDA, 32779, 407-772-0248 FAX 407-772-0248  
 LAND SURVEYS ◦ SUBDIVISIONS ◦ CONSTRUCTION SURVEYS

Not valid without  
 my signature and the  
 raised seal of a  
 Florida licensed  
 surveyor and mapper.

After Recording Return to:

City of Winter  
Garden City Clerk  
300 West Plant Street  
Winter Garden, Florida 34787

## BINDING LOT COMBINATION AGREEMENT

THIS BINDING LOT COMBINATION AGREEMENT (this "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between **J & J Building, LLC**, a Florida profit corporation, whose address is 1020 Galston Aly, Winter Garden, FL 34787 (the "Owner"), and the **City of Winter Garden**, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, FL 34787 (the "City"),

### WITNESSTH

WHEREAS, the Owner is the fee simple owner of two platted lots adjacent to each other located within the corporate limits of the City of Winter Garden, County of Orange, State of Florida and legally described to wit:

LOT 8 OF OAKLAND PARK UNIT 1A PARTIAL REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 84, PAGE 121, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND LOT 9 OF OAKLAND PARK UNIT 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 33, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

herein the "Property;" and

WHEREAS, the Owner desires to develop the Property as a single building site in service of a single principal use; and

WHEREAS, for reasons of land development code compliance, including concerning setbacks requirements and other requirements of the City of Winter Garden Code of Ordinances ("City Code") and for good principals of planning and engineering, the Owner is required to permanently combine the two adjacent lots (making up the Property described above) into one legal parcel of property, and

WHEREAS, the Property shall at all times be held and remain as a single, integral parcel and shall not be subdivided, sold or otherwise disposed of in lesser constituent parcels; and

WHEREAS, this Agreement allows the interior lot setback requirements (existing between Lot 8, Oakland Park Unit 1A Partial Replat, according to the plat thereof, as recorded in Plat Book 84, Page 121, of the Public Records of Orange County, Florida;

and Lot 9, Oakland Park Unit 1A, according to the plat thereof, as recorded in Plat Book 70, Page 33, of the Public Records of Orange County, Florida) to be disregarded so that the Property may be developed as a single building site in service of a single principal use in compliance with the City Code; and

WHEREAS, this Agreement is a condition of City approval for site plan and lot combination to allow the development of the Property as requested by the Owner.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration given each to the other, the receipt and sufficiency of which is hereby acknowledged, the Owner and the City agree as follows:

1. RECITALS. The recitals contained above are true and correct and are incorporated herein as part of this Agreement.

2. LOT COMBINATION. The Property shall therefore be retained in single ownership, and shall remain as a single, integral parcel, and shall not be subdivided, severed, sold, leased, encumbered, or otherwise disposed of in lesser constituent parcels. So long as the Property complies with this requirement, the interior lot setback requirements of the City Code shall not apply, and any applicable setback requirements shall be established from the building site perimeter of the Property. Any sale, subdivision, lease or other disposal of the Property in violation of this Agreement shall be null, void and of no legal effect whatsoever.

3. BINDING NATURE OF THIS AGREEMENT. This Agreement shall be binding upon the successors, heirs, executors, administrators, and assigns of the Owner, and shall be a covenant running with the Property and this Agreement shall not be terminated unless the City agrees in writing to such termination. Said Agreement shall inure to the benefit of and be enforceable by all parties and persons claiming under them. The parties further agree that this Agreement is intended to and shall so bind future use and development of the Property and shall survive any conveyance by the Owner to any other party or purchaser and shall not merge into any contract, sale or deed, and shall remain in effect despite any separate conveyance of the individual lots merged by this Agreement.

4. JOINDER AND CONSENT. Simultaneously with the execution of this Agreement, the Owner hereby agrees to obtain any necessary Joinder and Consent to this Agreement from any superior interest, right, title, mortgage, lien, or encumbrance to the Property and record the same in the public records of Orange County, Florida concurrently with the recording of this Agreement. The Joinder and Consent shall subordinate the particular interest to this Agreement. A violation of this provision by Owner shall be a material default of this Agreement.

5. ENFORCEMENT. The Owner hereby covenants and agrees that this Agreement is enforceable through injunctive relief since monetary damages would be insufficient to redress a violation of this Agreement. Further, in the event Owner violates this Agreement, such violation as constitute a violation of the City Code and conditions

of development orders, which the City may prosecute as through code enforcement proceedings or through other remedies afforded by law.

6. EFFECTIVE. This Agreement is to take effect immediately upon its execution.

7. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8. MISCELLANEOUS.

- a. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussion, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, written or oral, regarding the subject matter this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining parties hereto.
- c. This Agreement shall, at Owner's expense, be recorded in the Public Records of Orange County, Florida.
- d. Owner hereby acknowledges that it has freely voluntarily entered into this Agreement and that it has had the benefit or both given the opportunity to receive the advice independent legal counsel for all negotiations in connection with this Agreement.
- e. In the event it shall be necessary for the City to bring suit to enforce this Agreement on account of any breach of this Agreement by the Owner, the prevailing party shall be entitled to attorneys' fees and litigation costs against the non-prevailing party at both trial and appellate levels.
- f. Nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City for any rezoning, Comprehensive Plan amendment, variance, special exception, site plan, construction plan preliminary subdivision plan, final subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development order

or permit.

9. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policy's of the City of Winter Garden now in effect and those hereinafter adopted.
- b. The location for the settlement of any and all claims, controversies or disputes, arising out of or relating to this Agreement, or any breach hereof, shall be in Orange County, Florida.
- c. The Owner agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the Property subject to this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as of the day and year first written above.

WITNESSES:

Owner

**J & J Building, LLC**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
James Costello, President

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

STATE OF  
FLORIDA COUNTY  
OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

2020 by James Costello as President of J & J Building, LLC

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Jon Williams, Assistant City Manager – Public Services

**Via:** Mike Bollhoefer, City Manager

**Date:** January 16, 2020                      **Meeting Date:** January 23, 2020

**Subject:** Authorize option year two of the existing Orange County and Middlesex Corporation Agreement and Approve a Purchase Order for the 2020 Street Resurfacing Projects.

**Issue:** On January 24, 2019, the City Commission approved a piggyback agreement and contract amendment to Orange County and Middlesex Corporation for city wide street resurfacing. The terms of the agreement provide for two consecutive one year options and based upon Middlesex’s satisfactory performance, staff is requesting to proceed with option year 2 of the agreement to accomplish the 2020 city wide street resurfacing.

**Recommended Action:**

Authorize proceeding with option year two of the existing Orange County and Middlesex Corporation Agreement and Approve Purchase Order in the amount of \$1,775,544 for the 2020 Street Resurfacing Projects.

**Attachments/References:**

- Asphalt Milling & Paving Agreement with Exhibit “A”
- Street Resurfacing List
- Unit Price Comparison Year 1 & 2

**ASPHALT MILLING & PAVEMENT AGREEMENT**  
**PIGGYBACK AGREEMENT TO ORANGE COUNTY AND THE MIDDLESEX CORPORATION**  
**CONSTRUCTION TERM CONTRACT DATED MAY 23, 2017 (Contract No. Y17-1004-A)**

THIS ASPHALT MILLING & PAVEMENT AGREEMENT (this "Agreement") is entered into by and between CITY OF WINTER GARDEN, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida 34787 (hereinafter referred to as "City"), and THE MIDDLESEX CORPORATION, whose principal address is One Spectacle Pond Road, Littleton, Massachusetts 01460 (hereinafter referred to as "MIDDLESEX").

WHEREAS, the City desires to engage an independent contractor to perform asphalt pavement services; and

WHEREAS, Orange County (the "County") has previously selected MIDDLESEX through the competitive procurement process to provide the County with pavement management program services and the County entered into that certain Construction Term Contract for Asphalt Milling and Resurfacing with Friction Course and Asphalt Berms, and the terms, general conditions and specifications of the Invitation for Bid No. Y17-1004-A incorporated by reference, with MIDDLESEX on May 23, 2017 and its Amendment No. 1 dated March 15, 2018 to provide such services, true and accurate copies of which are attached hereto as **Exhibit "A"** and incorporated herein by this reference (collectively herein "Original Government Contract"); and

WHEREAS, the City has reviewed the County Invitation for Bid No. Y17-1004-A (the "IFB"), MIDDLESEX's bid in response to the IFB, and evaluation related to the selection of the MIDDLESEX by the County and agrees with the process and selection of MIDDLESEX as the lowest responsive and responsible bidder; and

WHEREAS, the City has reviewed the Original Government Contract and has found the scope of services, unit prices, and other terms and conditions as set out in the such contract to be reasonable, acceptable and of benefit to the City's citizens; and

WHEREAS, the City has determined that use and procurement of MIDDLESEX's services pursuant to the unit prices, terms and conditions of the Original Government Contract by piggybacking on such contract is cost-effective and in the best interest of the City; and

NOW THEREFORE, for good and valuable consideration, which the parties acknowledge, the City agrees to enter into and does hereby enter into this Agreement with MIDDLESEX, and MIDDLESEX agrees to enter into and does hereby enter into this Agreement with the City for asphalt milling and resurfacing pavement services as set forth herein:

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

2. **SERVICES.** MIDDLESEX shall provide the City with asphalt milling and resurfacing pavement services in accordance with the scope of services and other terms and

conditions of the Original Government Contract between the County and MIDDLESEX attached hereto as **Exhibit "A,"** except that the "City of Winter Garden" shall be substituted for the "County" and references to "COUNTY." For services rendered by MIDDLESEX to the City, the City shall pay to MIDDLESEX the unit prices specified in the Original Government Contract for the work assigned by the City through Release Orders. MIDDLESEX shall not be paid for any work performed without authorization by the City pursuant to a Release Order. When a Release Order has not been issued, any work performed by the MIDDLESEX without a Release Order shall be without liability to the City, and at the MIDDLESEX's own risk. The scope of services and other terms and conditions of the Original Government Contract (including without limitation, the Supplemental Specifications and General Conditions set forth in the IFB) are hereby incorporated into this Agreement as material terms and conditions. In the event the terms of this Agreement conflict with the terms of the Original Government Contract, the terms of this Agreement shall control to the extent of the conflict. There is no guaranteed minimum amount to be paid to MIDDLESEX under this Agreement. The terms of this Agreement shall control over and govern any Release Order issued hereunder. The City shall have no liability or responsibility for or concerning MIDDLESEX's services performed for or ordered by the County.

This Agreement is non-exclusive. The City does not guarantee, warrant, or represent that any number of projects, Release Order(s) or type of work will be assigned to the MIDDLESEX under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific project, but to set forth certain duties, obligations, rights, and responsibilities that shall be automatically incorporated into any Release Order that may be mutually agreed to by the parties. The City shall have the sole discretion to select the project(s), if any, that may be given to the MIDDLESEX. The City reserves the right to request and retain other contractors to perform any project, work, service or task within the scope of work under this Agreement.

3. **TERM/TERMINATION.** The term of this Agreement (the "Term") for option year #1 shall be from the Effective Date until May 15, 2019 and option year #2 from May 16, 2019 to May 15, 2020, unless terminated earlier in accordance with this Agreement. The Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials authorized by the applicable Release Order. This Agreement or any Release Order issued hereunder may be terminated by the City, at any time and without penalty, in whole or part in the same manner as specified in the Original Government Contract. The other termination provisions of the Original Government Contract are incorporated herein by this reference.

4. **INSURANCE.** Within fifteen (15) days from the Effective Date and prior to rendering services to the City, the MIDDLESEX shall provide the City with certificates of insurance evidencing insurance coverage required by the Original Government Contract. MIDDLESEX shall maintain required insurance coverage during the term of this Agreement.

5. **GOVERNING LAW.**

(A) Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Regardless of anything herein to the contrary, the sole and exclusive venue for any litigation arising out of or concerning this Agreement and its exhibits, and performance of services hereunder shall be in Orange County, Florida before the County Court or Circuit Court of the Eighteenth Judicial Circuit, in and for Orange County, Florida.

(B) Sovereign Immunity. Nothing contained in this Agreement or any record or communication arising out of or concerning this Agreement shall be considered or deemed a waiver of the City's sovereign immunity protections or of any other privilege, immunity or defense afforded to the City and its officials, officers, agents and employees under law.

(C) Non-Appropriation. Regardless of anything to the contrary contained in this Agreement, the City's payment and performance of obligations under this Agreement for each and every fiscal year of the City's beyond the fiscal year when the Agreement is executed shall be subject to discretionary annual appropriation by the City's City Commission of funds therefore. When funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the City.

(D) No Damages Against City for Delay. Notwithstanding any other provisions of this Agreement and the Original Government Contract and any Release Order, MIDDLESEX's exclusive remedy for delays, impacts, disruption, acceleration, resequencing, and interruptions in performance of the services caused by events beyond MIDDLESEX's and its employees', materialmen's, subcontractors' and agents' control, including delays, impacts, disruption, acceleration, resequencing and interruptions claimed to be caused by or attributable to the City or its officials, officers, employees and agents (or any combination thereof), shall be a claim for and be limited to an equitable extension of time under the applicable Release Order. Without limiting the foregoing, MIDDLESEX shall not be entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing or interruption in the performance of the services has occurred.

(E) Legal Compliance.

(i) MIDDLESEX hereby represents and warrants to City that MIDDLESEX has the knowledge, experience and skill to perform the services required to be performed by it hereunder; that MIDDLESEX shall comply with all applicable federal, state and local laws and codes, including, without limitations, all professional registration requirements (both corporate and individual for all required basic disciplines); that it shall perform said services in accordance with generally accepted professional standards, in the most expeditious and economical manner, and consistent with the best interest of City.

(ii) MIDDLESEX and its employees and agents shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders (including Resolutions, Codes and Ordinances of the City of Winter Garden) which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by MIDDLESEX to its employees. MIDDLESEX shall also require, by contract, that all sub-consultants shall comply with the provisions of this subsection.

(iii) MIDDLESEX shall, during the Term of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, and other authorizations as are required by local, state, or federal law, in order for MIDDLESEX to render its services or work as described herein.

(iv) Any person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work or services under this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date the procurement solicitation was advertised, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date the procurement solicitation was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the City obtained in violation of this subsection shall be subject to immediate termination for cause. MIDDLESEX represents and warrants that MIDDLESEX complies with this subsection and that MIDDLESEX shall at all times continue to comply with the requirements of this subsection.

(v) MIDDLESEX shall not engage in any action that would create a conflict of interest in the performance of the actions of any City official, officer, employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(vi) MIDDLESEX warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for MIDDLESEX to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for MIDDLESEX, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability.

(F) Severability. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

(G) Indemnification. MIDDLESEX shall indemnify, save, and hold harmless the City and its elected officials, officers, attorneys, employees and agents from and against all claims, judgments, damages, losses, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred by the City at all trial and appellate levels), arising out of or resulting from the performance or nonperformance of the work and services within the scope of this Agreement to the extent caused in whole or part by any error, negligence, grossly negligent or reckless act or omission, malfeasance or misfeasance of MIDDLESEX or anyone directly employed by it or anyone for whose acts it is liable. For purposes of compliance with Florida

law, MIDDLESEX acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the services. The maximum monetary limit of indemnification provided by MIDDLESEX under this paragraph and other indemnifications contained within this Agreement (including as incorporated herein through the Original Government Contract) is three million dollars (\$3,000,000.00) per occurrence, which the City and MIDDLESEX agree bears a commercially reasonable relationship to this Agreement and the work and services. This subsection shall survive expiration and termination of this Agreement.

(H) MIDDLESEX represents and warrants that the information contained within the certifications and statements made by MIDDLESEX in response to the IFB and within the Original Government Contract are true and correct on the Effective Date of this Agreement, and said certifications, representations and warranties are hereby made to the City.

(I) False Claims. If MIDDLESEX is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the MIDDLESEX, MIDDLESEX shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of MIDDLESEX's claim. The City and MIDDLESEX acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. MIDDLESEX agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

(J) Deductive Change Orders. At any time and without penalty or cost, City shall have the right to reduce or eliminate any portion of the services not yet performed by MIDDLESEX from this Agreement or any Release Order through a unilateral directive or change order, and reduce the contract price accordingly based on unit prices for the portion of the services being eliminated.

(K) Bonds. MIDDLESEX shall comply with the statutory (Section 255.05, Florida Statutes) and contractual obligations to provide a payment and performance bond for the work to be performed under each Release Order issued by the City. Such bonds shall be in a form and an amount acceptable to the City. A certified copy of the recorded payment bond and performance bond shall be furnished by the MIDDLESEX to City prior to the commencement of work in accordance with Section 255.05, Florida Statutes. All subcontractors, materialmen, laborers, vendors and all others claiming by and through MIDDLESEX shall look exclusively to the payment bond posted in accordance with Section 255.05, Florida Statutes, if not properly paid. In the City Manager's discretion, the City may waive the payment bond and performance bond requirement for Release Orders whose total compensation to MIDDLESEX for work to be performed is less than \$200,000.00.

(L) No Liens: MIDDLESEX acknowledges and agrees that the real property for which each project and work is being constructed upon and the project itself is owned by a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens pursuant to the City's sovereign immunity protections. MIDDLESEX and its subcontractors, materialmen, laborers, vendors and all others claiming by and through

MIDDLESEX shall not record or file any claims of lien concerning any project, work, Release Order, or any portion thereof.

6. NOTICE. Whenever in this Agreement it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and sent by certified or registered mail, return receipt requested, and addressed as follows:

To MIDDLESEX : The Middlesex Corporation  
One Spectacle Pond Road  
Littleton, Massachusetts 01460

To City: City of Winter Garden  
Attn: City Manager  
300 West Plant Street  
Winter Garden, Florida 34787

With copy to Assistant City Manager for Public Services  
300 West Plant Street  
Winter Garden, Florida 34787

7. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date when the last of the parties has executed this Agreement and upon its approval by the City of Winter Garden City Commission.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year entered by the last party executing this Agreement as written below.

**THE MIDDLESEX CORPORATION**

**CITY OF WINTER GARDEN, a  
Florida municipal corporation**

By: J. T. Mein

Its: Chief Estimator, Paving

Date: 1/7/2019

Attest: [Signature]

By: Jennifer Ramos  
Contract Administrator

[Signature]

By: Michael Bollhoefer

Its: City Manager

Approved by the City Commission on  
JANUARY 24<sup>TH</sup>, 2019.

Attest: [Signature]  
Angela Grimmage, City Clerk

s:\akal\clients\winter garden\general w300-20501\asphalt paving contract\draft asphalt pavement agreement - the middlesex corporation 1-04-2019.doc

COPY

March 14, 2018

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

AMENDMENT NO. 1 / CONTRACT NO. Y17-1004-A  
ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND  
ASPHALT BERMS

The Middlesex Corporation  
One Spectacle Pond Road  
Littleton, MA 01460

This amendment is hereby incorporated into the contract 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, deletions are indicated by ~~strikethrough~~:

1. In accordance with General Conditions Article 26, Option to Extend the Term of the Contract, the County exercises Option No. 1 by extending the term of the contract as follows:

From: May 16, 2017 through May 15, 2018

To: May 16, 2018 through May 15, 2019

Option Year No. 1 prices will become effective on May 16, 2018. All other terms and conditions remain the same.

2. All other terms, conditions and specifications remain the same.

Board of County Commissioners  
Orange County, FL

  
\_\_\_\_\_  
Rolando Melo, Sr. Contract Administrator  
Procurement Division

3-15-18  
\_\_\_\_\_  
Date

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA  
CONSTRUCTION TERM CONTRACT**

**CONTRACT:**

Made between the Board of County Commissioners, Orange County, Florida (hereinafter called COUNTY), represented by the Manager of the Procurement Division executing this Contract, and:

**The Middlesex Corporation  
One Spectacle Pond Road  
Littleton, MA 01460**

**Federal Identification Number: 04-2534615**

The CONTRACTOR shall perform all the Work required by the Contract Documents for the proper execution and completion of **ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS** in full accordance with the drawings and as elaborated in the specifications of **Invitation for Bids No. Y17-1004-RM** (hereinafter referred to as IFB) which is made a part of this Contract as completely as if set forth herein.

**I**  
**AMOUNT OF CONTRACT:**

The County shall pay the Contractor in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the estimated amount of **FOUR MILLION EIGHT HUNDRED NINETY FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$4,895,850.00)**.

The minimum guaranteed contract amount for the initial contract performance period is **(\$100,000)**.

**II**  
**ASBESTOS FREE MATERIALS:**

All work under this Contract will be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.

Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

III

**ADMINISTRATIVE DATA:**

**Payments:** Based upon invoices submitted to the Project Manager by the Contractor and Delivery Orders issued by the Project Manager, the County shall make payments against the Contract to the Contractor as provided in the Contract Documents.

Should the Contractor fail to complete all Work on or before the date stipulated for completion on a Delivery Order, or such later date as may result from an extension granted by the County, he shall pay and/or the County may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$200.00** for each consecutive calendar day after the date allowed by the Delivery Order until the entire work is complete, which sum is agreed upon as a reasonable and proper measure of damages which County will sustain per diem by failure of Contractor to complete the Work within time as stipulated; it being recognized by County and Contractor that the injury to County which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

IV

**CONTRACT DOCUMENTS:**

This Contract entered into this date by the Board of County Commissioners hereinafter called the County, represented by the Manager of the Procurement Division executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

A. The Contractor shall furnish all labor, equipment and materials and perform the Work described for the amount specified in individual Delivery Order in strict accordance with the General Conditions, Supplementary Conditions/Special Provisions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and designated as follows:

1. Orange County Invitation for Bids/Project Manual, **IFB No. Y17-1004-RM**, dated **January 9, 2017**; (which contains the Invitation for Bids, Notice, Instruction to Bidders, Bid Form and Attachments, this Contract, required Bonds and insurance certificates, General Conditions, Supplementary Conditions/Special Provisions, and Specifications);
2. Addendum No. 1; dated 02/07/17
3. The Middlesex Corporation's Bid Proposal dated **February 14, 2017**;
4. Certificates of Insurance;
5. Payment/Performance Bonds;

- B. The order of precedence of items and documents is as follows:

Construction Contract  
Permits  
Supplemental Conditions/Special Provisions  
General Conditions  
Specifications/Technical Provisions  
Drawings/Plans  
Road Design, Structures, and Traffic Operations Standards (If applicable)  
Florida Department of Transportation Standard Specifications for Road  
and Bridge Construction (If applicable)  
Bid Proposal  
Instructions to Bidders

- C. Contract Type:

This is an indefinite quantity contract for the goods and/or services specified. The quantities of goods and/or services specified are estimates only and are not purchased by this Contract.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and/or services up to and including the quantity designated in the schedule as the "Total Estimated Amount." The County shall order at least the quantity designated as the "Minimum" during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

#### ORDER LIMITATIONS

- a. Minimum Order - When the County requires goods or services covered by this contract in an amount less than \$1,000, the County is not obligated to purchase, nor is the Contractor obligated to provide these goods or services under the contract.
- b. Maximum Order - The Contractor is not obligated to honor any order for goods or services in excess of \$500,000.
- D. Delivery Orders shall not exceed \$500,000 without the express written authority of the Manager, Procurement Division.
- E. This Contract is effective May 16, 2017 and shall remain effective through May 15, 2018.
- F. This Contract may be unilaterally renewed as provided in the Contract Documents, Part F, Article 26, "Option to Extend the Term of the Contract". Any amendments to this Contract must be in writing.
- G. This Contract may be cancelled or terminated as provided for in the Invitation for Bids.

H. Ordering against the Contract:

1. Unless otherwise specified in the Contract, the County will place orders by issuance of a numbered Delivery Order against this Contract. Each Delivery Order will specify the locations, description and completion time of the work.
2. 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 specified funding source for this contract.

I. Taxes:

The County has the following tax exemption certificates assigned:

1. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
1. Florida Sales and Use Tax Exemption Certificate No. 58-12-090729-53C.

J. Invoicing:

1. Invoices must be submitted, in duplicate, referencing this Contract number and the Delivery Order number to:

Roads and Drainage Division  
4200 S. John Young Parkway  
Orlando, Florida 32839

2. Invoices against this Contract are authorized only at the prices stated in your Bid response, unless otherwise provided in the Invitation for Bid.

V

**TIME OF COMMENCEMENT AND FINAL COMPLETION:**

Work to be completed within period specified on individual Delivery Orders, unless amended by written Change Order executed by both parties to this Contract.

VI

**COMPLIANCE WITH M/WBE CONTRACT REQUIREMENTS:**

By entering into this Contract, the Contractor affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her bid. The failure of the Contractor to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

VII  
**MISCELLANEOUS PROVISIONS:**

- A. Terms used in this Contract which are defined in the General Conditions shall have the meanings designated in those conditions.
- B. No price adjustments shall be made on this contract to the bid price of any products or materials including but not limited to gasoline, diesel or other fuels, and bituminous materials, including asphalt, due to fluctuations in market prices, changes in suppliers or any other reason.
- C. County and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- D. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

BY: Carrie Woodell  
Carrie Woodell, MPA, CFCM, CPPO, C.P.M.  
CPPB, APP, Manager, Procurement Division

DATE: 5-23-17  
(for County use only)

**THE MIDDLESEX CORPORATION  
MIDDLESEX COUNTY, MA**

BY: [Signature]  
Signature

Robert W. Percira II  
Type or Print Name

OFFICIAL BID FORM  
TERM CONTRACT FOR

**COPY**

ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT  
BERMS

\*\*\*\*\*  
Mail or Hand Deliver By 2:00 PM, February 9, 2017

ORIGINAL BID FORM AND THREE (3) COMPLETE COPIES

To:

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA  
INTERNAL OPERATIONS CENTRE II  
PROCUREMENT DIVISION  
400 E. SOUTH STREET – 2<sup>nd</sup> FLOOR  
ORLANDO, FLORIDA 32801

Bid Opening:

February 9, 2017, - 2:00 PM

The Middlesex Corporation

\_\_\_\_\_  
COMPANY NAME

One Spectacle Pond Road

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

Littleton, Middlesex County, MA 01460

\_\_\_\_\_  
CITY, COUNTY, STATE, ZIP CODE

978-742-4410

978-742-4434

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

David Socci

dsocci@middlesexco.com

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
E-MAIL ADDRESS

TIN#: 04-2534615

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN  
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL

\*\*\*\*\*  
PART D  
\*\*\*\*\*

**To the Board of County Commissioners  
Orange County, Florida**

The bidder understands that he/she is bidding for a term Contract for which no specific projects have been identified in the Invitation for Bids. The Bidder further acknowledges to the following:

- a. The sites for the work that may be performed under this Contract may be anywhere within Orange County.
- b. Countywide local conditions that may impact the work have been considered.
- c. The Contract Form, General Conditions, Supplementary Conditions, and other Contract documents have been thoroughly examined.
- d. The resultant Contract will contain estimated quantities, unit prices, extended totals and a total estimated contract amount to furnish all labor, materials, plant, equipment, manpower and other resources, including overhead and profit. These costs shall be the means to price any and all Delivery Orders issued thereunder.
- e. Each specific site for work under this Contract shall be issued to the Contractor via Delivery Order per Articles 4, 24, 28, 29 of the General Conditions and other applicable provisions.
- f. This is a unit price Term Contract and the total Estimated Bid is the sum of all pay items total from the Bid Item Schedule, Pages D3 through D4
- g. No specifications or drawings are applicable to the Contract. However, if required, specifications and drawings will apply to individual projects issued under specified Deliver Orders.

**TOTAL ESTIMATED BID:  
(BASIC YEAR PLUS OPTION YEARS 1&2)**

Fifteen Million Two Hundred Twenty One Thousand Fifty **DOLLARS**

(\$ 15,221,050.00 )

In the event the Contract is awarded to this Bidder, he/she will enter into a formal written agreement with the County in accordance with the accepted Bid within ten (10) calendar days after said Contract is submitted to him/her. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

**Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids shall be cause for rejection of the bid as non-responsive.**

**Minimum Quantity/Dollars** – During the initial performance period of this contract, the COUNTY guarantees that the CONTRACTOR shall receive orders for a minimum of \$100,000.

1  
2
**BID ITEM SCHEDULE: Y17-1004-RM**

<b>Base Year</b>					
<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	SP 12.5 Asphalt in place, 1.5" Compacted < 5,500 SY	12,000	SY	\$ 8.50	\$ 102,000.00
2	SP 12.5 Asphalt in place, 1.5" Compacted > 5,500 SY	220,000	SY	\$ 8.25	\$ 1,815,000.00
3	SP 12.5 Asphalt in place, 2" Compacted < 5,500 SY	3,000	SY	\$ 10.50	\$ 31,500.00
4	SP 12.5 Asphalt in place, 2" Compacted > 5,500 SY	80,000	SY	\$ 9.70	\$ 776,000.00
5	SP FC 9.5 Asphalt in place, 1.25" (compacted) < 5,500 SY	2,000	SY	\$ 11.00	\$ 22,000.00
6	SP FC 9.5 Asphalt in place, 1.25" (compacted) > 5,500 SY	100,000	SY	\$ 7.50	\$ 750,000.00
7	Leveling, as specified	100	TON	\$ 175.00	\$ 17,500.00
8	Milling existing pavement between 1" - 2"	200,000	SY	\$ 2.50	\$ 500,000.00
9	Milling existing pavement between 2" - 3"	100,000	SY	\$ 2.50	\$ 250,000.00
10	Milling existing pavement between 3" - 4"	30,000	SY	\$ 2.75	\$ 82,500.00
11	Curb Reveal Milling	40,000	SY	\$ 1.00	\$ 40,000.00
12	Raise manholes w/riser ring	25	EA	\$ 145.00	\$ 3,625.00
13	Raise water valves w/riser ring	25	EA	\$ 70.00	\$ 1,750.00
14	Installation of County Provided Manhole Risers	150	EA	\$ 30.00	\$ 4,500.00
15	Installation of County Provided Water Valve Risers	40	EA	\$ 25.00	\$ 1,000.00
16	Base Repair 4" (SP 12.5 Asphalt)	10,000	SY	\$ 22.00	\$ 220,000.00
17	Asphalt Berms	1,000	TON	\$ 162.00	\$ 162,000.00
18	Asphalt Berms – Road not Paved by Contractor	100	TON	\$ 425.00	\$ 42,500.00
19	Pavement Markings 6" (paint white/yellow)	125,000	LF	\$ 0.50	\$ 62,500.00
20	Pavement Markings 6" (paint messages and arrows (white))	125	EA	\$ 25.00	\$ 3,125.00
21	Law Enforcement for special MOT operations	100	HR	\$ 65.00	\$ 6,500.00
22	Message Boards	Week	10	\$ 175.00	\$ 1,750.00
23	Indemnification	1	LS	\$100.00	\$100.00
<b>Total Bid, Base Year</b>				<b>\$ 4,895,850.00</b>	
<b>Option Year #1</b>					
<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
24	SP 12.5 Asphalt in place, 1.5" Compacted < 5,500 SY	12,000	SY	\$ 9.00	\$ 108,000.00
25	SP 12.5 Asphalt in place, 1.5" Compacted > 5,500 SY	220,000	SY	\$ 8.50	\$ 1,870,000.00
26	SP 12.5 Asphalt in place, 2" Compacted < 5,500 SY	3,000	SY	\$ 11.00	\$ 33,000.00
27	SP 12.5 Asphalt in place, 2" Compacted > 5,500 SY	80,000	SY	\$ 10.20	\$ 816,000.00
28	SP FC 9.5 Asphalt in place, 1.25" (compacted) < 5,500 SY	2,000	SY	\$ 11.50	\$ 23,000.00
29	SP FC 9.5 Asphalt in place, 1.25" (compacted) > 5,500 SY	100,000	SY	\$ 7.85	\$ 785,000.00
30	Leveling, as specified	100	TON	\$ 175.00	\$ 17,500.00
31	Milling existing pavement between 1" - 2"	200,000	SY	\$ 2.50	\$ 500,000.00
32	Milling existing pavement between 2" - 3"	100,000	SY	\$ 2.55	\$ 255,000.00
33	Milling existing pavement between 3" - 4"	30,000	SY	\$ 2.95	\$ 88,500.00
34	Curb Reveal Milling	40,000	SY	\$ 1.05	\$ 42,000.00
35	Raise manholes w/riser ring	25	EA	\$ 150.00	\$ 3,750.00

36	Raise water valves w/riser ring	25	EA	\$ 75.00	\$ 1,875.00
37	Installation of County Provided Manhole Risers	150	EA	\$ 35.00	\$ 5,250.00
38	Installation of County Provided Water Valve Risers	40	EA	\$ 30.00	\$ 1,200.00
39	Base Repair 4" (SP 12.5 Asphalt)	10,000	SY	\$ 23.25	\$ 232,500.00
40	Asphalt Berms	1,000	TON	\$ 170.00	\$ 170,000.00
41	Asphalt Berms-Road not Paved by Contractor	100	TON	\$ 450.00	\$ 45,000.00
42	Pavement Markings 6" (paint white/yellow)	125,000	LF	\$ 0.52	\$ 65,000.00
43	Pavement Markings 6" (paint messages and arrows (white))	125	EA	\$ 25.00	\$ 3,125.00
44	Message Boards	10	Week	\$ 200.00	\$ 2,000.00
45	Law Enforcement for special MOT operations	100	HR	\$ 68.00	\$ 6,800.00
<b>Total Bid, Option Year No. 1</b>				<b>\$ 5,074,500.00</b>	
<b>Option Year #2</b>					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
46	SP 12.5 Asphalt in place, 1.5" Compacted < 5,500 SY	12,000	SY	\$ 9.50	\$ 114,000.00
47	SP 12.5 Asphalt in place, 1.5" Compacted > 5,500 SY	220,000	SY	\$ 8.75	\$ 1,925,000.00
48	SP 12.5 Asphalt in place, 2" Compacted < 5,500 SY	3,000	SY	\$ 11.75	\$ 35,250.00
49	SP 12.5 Asphalt in place, 2" Compacted > 5,500 SY	80,000	SY	\$ 10.70	\$ 856,000.00
50	SP FC 9.5 Asphalt in place, 1.25" (compacted) < 5,500 SY	2,000	SY	\$ 12.00	\$ 24,000.00
51	SP FC 9.5 Asphalt in place, 1.25" (compacted) > 5,500 SY	100,000	SY	\$ 8.25	\$ 825,000.00
52	Leveling, as specified	100	TON	\$ 175.00	\$ 17,500.00
53	Milling existing pavement between 1" - 2"	200,000	SY	\$ 2.50	\$ 500,000.00
54	Milling existing pavement between 2" - 3"	100,000	SY	\$ 2.60	\$ 260,000.00
55	Milling existing pavement between 3" - 4"	30,000	SY	\$ 3.10	\$ 93,000.00
56	Curb Reveal Milling	40,000	SY	\$ 1.10	\$ 44,000.00
57	Raise manholes w/riser ring	25	EA	\$ 150.00	\$ 3,750.00
58	Raise water valves w/riser ring	25	EA	\$ 75.00	\$ 1,875.00
59	Installation of County Provided Manhole Risers	150	EA	\$ 35.00	\$ 5,250.00
60	Installation of County Provided Water Valve Risers	40	EA	\$ 30.00	\$ 1,200.00
61	Base Repair 4" (SP 12.5 Asphalt)	10,000	SY	\$ 24.50	\$ 245,000.00
62	Asphalt Berms	1,000	TON	\$ 175.00	\$ 175,000.00
63	Asphalt Berms-Road not Paved by Contractor	100	TON	\$ 450.00	\$ 45,000.00
64	Pavement Markings 6" (paint white/yellow)	125,000	LF	\$ 0.54	\$ 67,500.00
65	Pavement Markings 6" (paint messages and arrows (white))	125	EA	\$ 25.00	\$ 3,125.00
66	Message Boards	10	Week	\$ 225.00	\$ 2,250.00
67	Law Enforcement for special MOT operations	100	HR	\$ 70.00	\$ 7,000.00
<b>Total Bid, Option Year No. 2</b>				<b>\$ 5,250,700.00</b>	
<b>Total Estimated Bid Price (Base Year plus Option Years 1 and 2)</b>				<b>\$ 15,221,050.00</b>	

3  
4

The Bidder hereby agrees that there is attached a:

- |     |  |     |                                     |  |
|-----|--|-----|-------------------------------------|--|
| 1.  | Non-Collusion Affidavit  | Yes | <input checked="" type="checkbox"/> |  |
| 2.  | Required Disclosure  | Yes | <input checked="" type="checkbox"/> |  |
| 3.  | M/WBE Forms  |     |                                     |  |
|     | Employment Data  | Yes | <input checked="" type="checkbox"/> |  |
|     | Subcontractor/Supplier Page  | Yes | <input checked="" type="checkbox"/> |  |
| 4.  | Trench Safety Act Form   | Yes | <input type="checkbox"/>            | N/A <input checked="" type="checkbox"/>                  |
| 5.  | Drug-Free Workplace Form   | Yes | <input checked="" type="checkbox"/> |  |
| 6.  | Good Faith Effort Documentation<br>(If Goals have not been met)  | Yes | <input checked="" type="checkbox"/> | NO <input type="checkbox"/> N/A <input type="checkbox"/> |
| 7.  | Three (3) Complete <u>copies</u> of this Bid Form<br>with <u>all</u> attachments                         | Yes | <input checked="" type="checkbox"/> |  |
| 8.  | References   | Yes | <input checked="" type="checkbox"/> | N/A <input type="checkbox"/>                             |
| 9.  | Bid Bond on <b>Form in Exhibit 1</b> (10% of Total Estimated<br>Contract Amount for First Contract Year) | Yes | <input checked="" type="checkbox"/> | N/A <input type="checkbox"/>                             |
| 10. | Licenses   | Yes | <input checked="" type="checkbox"/> | N/A <input type="checkbox"/>                             |
| 11. | Current W9   | Yes | <input checked="" type="checkbox"/> |  |
| 12. | Project Expenditure Report, Attachment F   | Yes | <input checked="" type="checkbox"/> |  |
| 13. | Relationship Disclosure Form, Attachment G   | Yes | <input checked="" type="checkbox"/> |  |
| 14. | Verification of Employment Status, Attachment H  | Yes | <input checked="" type="checkbox"/> |  |
| 15. | Management Plan & Resource List (See Part G)   | Yes | <input checked="" type="checkbox"/> |  |
| 16. | Equipment List (See Part G)  | Yes | <input checked="" type="checkbox"/> |  |

#### ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to the 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 the solicitation may negatively impact the responsiveness of your Bid. Material impacts include but are not limited to changes to specifications, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. 1 Dated 2/7/2017 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

If awarded this construction Contract, the Bidder agrees to complete the work covered by this Contract as specified on each Delivery Order.

The Bidder hereby agrees that the County reserves the right to waive informalities in any Bid and to reject any or all Bids, or to accept any Bid that in its judgement will be for the best interest of the County.

February 7, 2017

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

ADDENDUM NO. 1 / IFB NO. Y17-1004-RM  
ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT  
BERMS

Revised Bid Opening Date: February 14, 2017

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, deletions are indicated by ~~strikethrough~~.

A. The Bid Opening Date is changed from ~~February 9, 2017 at 2:00 P.M.~~ to February 14, 2017 at 2:00 P.M.

B. **The following are responses to bidder's inquiries.**

1. The Instructions refer to Attachment C-4 as a Contact Log, however Attachment C-4 states Contract Log. Please consider revision to prevent misrepresentation of communication between M/WBE Contractors and Prime Contractors.

**Response:** The attachment C-4 of the IFB title has been changed to read GOOD FAITH EFFORT M/WBE CONTACT LOG.

2. The technical provisions state "no rubber no polymers are required." The name of the contract is "Asphalt Milling and Resurfacing with 'Friction Course' and Asphalt Berms" and the bid form calls for FC-9.5. All mixes used under this contract shall be FDOT approved, however there is not any type of Friction Course mix without Polymer or Rubber. Please see FDOT Spec 334 & 337. Please clarify the type of mix required for bid items 5, 6, 28, 29, 50, and 51.

**Response:** In consistency with Orange County Road Specifications, asphalt rubber binders (such as ARB-5 and ARB-12) shall not be used as asphalt binders. However, PG76-22 asphalt binder meeting the requirements of 916 FDOT Standard Specifications for Road and Bridge Construction can be used.

Paragraph 2, Page H-2, is revised to: "All mix designs shall be FDOT approved. The Type SP 12.5 and SP FC 9.5 asphalt mixes shall be Traffic Level C no more than 25% RAP content. ~~No rubber no polymers are required.~~ Asphalt rubber binders shall not be used.

3. Item 3.8 in Technical Provisions states the curb reveal milling area is based on the width of the paver. Should this area be based on the width of the mill? Please clarify.

**Response:** As described in Part H, Item 2.5.1, the curb reveal milling will be accomplished by milling one (1) pass with a 6-foot milling machine to a depth of 1.5-inch below the curb line and tapering to 0-inch at the inside of the cut. Therefore, Part H, Item 3.8 is being revised to:

**3.8 Curb Reveal Milling of Existing Asphalt (Square Yard)** – (based on the width of the paver mill no less than 6’)- Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to curb reveal mill existing asphalt pavement, as specified, prior to resurfacing.

4. Are temporary stop bars required for this project? There are no items for painted stop bars.

**Response:** The temporary stop bars would be included as part of the "pavement markings 6" (paint white/yellow)" per linear foot, as described in Part H, item 3.15. All pavement markings shall be 6-inches; stop bars will be paid as 6-inch lines multiplied by the amount of lines needed to complete (i.e. 6" line x 4 lines = 24" stop bar).

5. How are the hours calculated for Law Enforcement payment?

**Response:** Hours for Law Enforcement will be paid as hours on site for the required traffic control as specified in Part H, Item 3.18: "Law enforcement officials shall be present during night time work and any time when controlling traffic at signalized intersections". Unless requested by the County, any other daytime hours for Law Enforcement will be the contractor's responsibility, since in general it is each contractor's responsibility to maintain a safe work zone in their projects.

6. Per Section 34 the contractor is responsible for all permits from agencies other than Orange County. Since the locations of work in the term contract is not known, how can contractor be expected to procure all permits per Section 34, Part B?

**Response:** Orange County will be responsible for paying for any and all permits, licenses, and fees imposed on the Work/Project by agencies of the Orange County Board of County Commissioners. This does not alleviate the Contractor from obtaining the permits.

Costs associated with normal operations but not limited to (NOI's, spill prevention plans (SPCC), stormwater pollution prevention plans), shall be included in the unit prices. Bidders shall take this into consideration at the time of bidding since additional compensation will not be provided for these items once the contract is awarded.

7. On sheet H-2 of the bid documents it states "All mix designs shall be FDOT approved. The Type SP 12.5 and SP FC 9.5 asphalt mixes shall be Traffic Level C no more than 25% RAP content. No rubber no polymers are required". FDOT approved FC 9.5 asphalt has 20% RAP content and contains polymer additives. Is it the county's intent for the FC 9.5 to contain no more than 25% RAP content with no rubber/polymer additives which will not be an FDOT approved mix or for the FC 9.5 to have 20% RAP and contain polymer additives which is an FDOT approved mix?

**Response:** See response to question# 2 in this addendum.

- C. All other terms, conditions and specifications remain the same.

The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.

Receipt acknowledged by:

  
\_\_\_\_\_  
**Authorized Signature**  
David Socci  
Senior Vice President Preconstruction  
\_\_\_\_\_  
**Title**

2-14-2017  
**Date Signed**  
  
The Middlesex Corporation  
**Name of Firm**

**FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD CERTIFICATION:**

Robert W. Pereira, II  
(NAME OF HOLDER) CGC061926 / CUC057453  
(CERTIFICATION NO.)  
  
(SIGNATURE OF BIDDER) 8/31/2017  
(CERTIFICATE EXPIRATION DATE)

David Socci, Senior Vice President Preconstruction  
(NAME TYPED)

**IDENTIFICATION OF BUSINESS ORGANIZATION**

Complete and submit the following information:

Type of Organization

{ } Sole Proprietorship    { } Partnership

{ } Joint Venture    { } Corporation

State of Incorporation: Massachusetts

Principal Place of Business (Florida Statute Chapter 607):  
Littleton/Middlesex/Massachusetts City/County/State

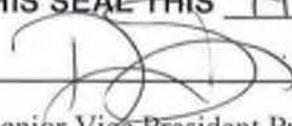
**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS**

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The bidder or proposer represents that the following principals are authorized to sign and/or negotiate Contracts and related documents to which the bidder or proposer 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	E-Mail Address
Please see Attachment A			

IN WITNESS WHEREOF, THE BIDDER HAS HEREUNTO SET HIS SIGNATURE AND AFFIXED HIS SEAL THIS 14<sup>th</sup> DAY OF Feb, A.D. 2017.

BY:  (SEAL)

TITLE: Senior Vice President Preconstruction

David Socci, Senior Vice President Preconstruction  
**PRINT NAME AND TITLE**

FEDERAL I.D.# 04-2534615



At a meeting of the Board of Directors of THE MIDDLESEX CORPORATION held on May 17, 2016, at which all the Directors were present or waived notice, it was VOTED, that Robert W. Pereira, Chief Executive Officer; Robert W. Pereira II, President and Chief Operating Officer; Alfred S. Aponas, President Southeast Region; David K. Skerrett, Senior Vice President Construction; David P. Socci, Senior Vice President Preconstruction & Assistant Secretary; Peter J. Martinkus, Senior Vice President Finance, CFO & Secretary; Joshua S. Wernig, Vice President & General Counsel; John P. Cavatorta, Vice President Construction Operations; James M. Wills, Vice President Construction Operations and Mark A. Landry, Vice President Plants; 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.

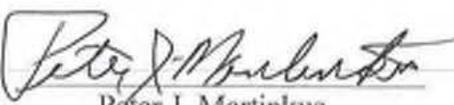
A true copy

ATTEST:   
Peter J. Martinkus  
Secretary

Place of Business: One Spectacle Pond Road  
Littleton, MA 01460

Date: 2-14-17

I hereby certify that I am the Secretary of THE MIDDLESEX CORPORATION, that Robert W. Pereira is the duly elected Chief Executive Officer, Robert W. Pereira II is the duly elected President and Chief Operating Officer, Alfred S. Aponas is the duly elected President Southeast Region, David K. Skerrett is the duly elected Senior Vice President Construction, David P. Socci is the duly elected Senior Vice President Preconstruction & Assistant Secretary, Peter J. Martinkus is the duly elected Senior Vice President Finance, CFO & Secretary, Joshua S. Wernig is the duly elected Vice President & General Counsel, John P. Cavatorta is the duly elected Vice President Construction Operations, James M. Wills is the duly elected Vice President Construction Operations and Mark A. Landry is the duly elected Vice President Plants 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



**Officers and Board Members of  
The Middlesex Corporation  
Corporate Office:  
One Spectacle Pond Road  
Littleton, MA 01460**

<b>Name</b>	<b>Title</b>	<b>Phone Number</b>	<b>E-Mail Address</b>
Robert W. Pereira	Chief Executive Officer	978-742-4400	N/A
Robert W. Pereira II	President and Chief Operating Officer	978-742-4400	<a href="mailto:rwpiir@middlesexco.com">rwpiir@middlesexco.com</a>
Alfred S. Aponas	President Southeast Region	407-206-0077	<a href="mailto:aaponas@middlesexco.com">aaponas@middlesexco.com</a>
David K. Skerrett	Senior Vice President Construction	978-742-4400	<a href="mailto:dskerrett@middlesexco.com">dskerrett@middlesexco.com</a>
David P. Socci	Senior Vice President Preconstruction & Assistant Secretary	978-742-4400	<a href="mailto:dsocci@middlesexco.com">dsocci@middlesexco.com</a>
Peter J. Martinkus	Senior Vice President Finance, CFO & Secretary	978-742-4400	<a href="mailto:pmartinkus@middlesexco.com">pmartinkus@middlesexco.com</a>
Joshua S. Wernig	Vice President & General Counsel	978-742-4400	<a href="mailto:jwernig@middlesexco.com">jwernig@middlesexco.com</a>
John P. Cavatorta	Vice President Construction Operations	978-742-4400	<a href="mailto:jcavatorta@middlesexco.com">jcavatorta@middlesexco.com</a>
James M. Wills	Vice President Construction Operations	407-206-0077	<a href="mailto:jwills@middlesexco.com">jwills@middlesexco.com</a>
Mark A. Landry	Vice President Plants	407-206-0077	<a href="mailto:mlandry@middlesexco.com">mlandry@middlesexco.com</a>

**NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Orange County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action which it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

The Middlesex Corporation  
(Name of Corporation, Partnership, Individual, etc.)

A Corporation, formed under the laws of Massachusetts

of which he is Senior Vice President Preconstruction  
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Orange County, Florida is directly interested therein.

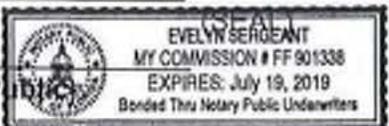
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly indirectly with any Bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other Bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

[Signature]  
(AFFIANT)  
David Socci, Senior Vice President Preconstruction

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 14 day of Feb, 2017.

Notary Public Evelyn Sargeant

Evelyn Sargeant  
(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known X or Produced Identification N/A

Type of Identification: N/A

REQUIRED DISCLOSURE

The following Disclosure is of all material facts pertaining to any felony or civil conviction or any pending felony or civil charges in the last three (3) years in this State or any other State of the United States against 1) Bidder, 2) any business entity related to or affiliated with Bidder, or 3) any present or former executive employee, officer, director, stockholder, partner or owner of Bidder or of any such related or affiliated entity. This Disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20) or less of the outstanding shares of a Bidder whose stock is publicly owned and traded.

None

---

---

---

---

---

---

The Middlesex Corporation



BIDDER

David Socci, Senior Vice President Preconstruction

IFB/RFP Number & Title: Y17-1004-RM Term Contract for Asphalt Milling and Resurfacing with Friction Course and Asphalt Berms

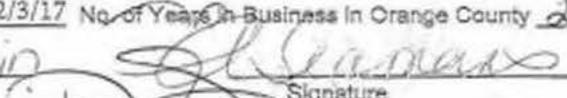
**EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)**

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange county workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. *It is mandatory that you provide workforce data. Failure to provide this form with your bid/proposals may be cause for rejection of your bid/proposal.*

JOB CATEGORIES	MAJORITY		MINORITY MALES				MINORITY FEMALES				TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs. Supervisors	41	1	0	2	0	1	0	0	0	0	45
Professionals	63	9	3	10	0	4	2	4	0	1	96
Technicians	3	0	0	2	0	0	0	0	0	0	5
Sales Workers	0	0	0	0	0	0	0	0	0	0	0
Office and Clerical	14	38	0	2	0	0	2	2	0	3	61
Craftsman (Skilled)	218	6	27	60	2	0	1	0	0	0	314
Operatives (Semi-Skilled)	34	3	11	26	0	3	0	1	0	0	78
Laborers (Unskilled)	60	9	36	83	2	3	4	4	0	0	165-20
Service Workers	0	0	0	0	0	0	0	0	0	0	0
Apprentices											
Interns/Co-Ops											
Wages to Work Employees											
<b>TOTAL</b>	<b>433</b>	<b>64</b>	<b>77</b>	<b>185</b>	<b>4</b>	<b>11</b>	<b>9</b>	<b>11</b>	<b>0</b>	<b>4</b>	<b>800</b>
Changes Since Last Report											

The above reflects (Check One):  Orange County Workforce  Total Permanent Workforce (Outside Orange County)  
 For Construction Projects Only: Do you intend to hire new employees for the project?  Yes  No If yes, how many approximately? 45

Name of Firm The Middlesex Corporation Period of Report 1/30/17-2/3/17 No. of Years in Business in Orange County 24

Form Completed by Andrea Diamans HR Admin   
 Name/Title (Printed or Typed) Signature

Form Approved by David Socci, Senior Vice President Preconstruction   
 Name/Title (Printed or Typed) Signature

**THIS PAGE LEFT INTENTIONALLY BLANK**

If maximum M/WBE participation is desired, bidders must list **all** proposed Subcontractors **and suppliers** to be used. Provide company names; contacts, addresses, phone numbers; work to be performed with the Contractor's own workforce, including estimated dollar amount allocated **for entire contract, including all Option Years** for that work (work that is consistently and historically performed in-house); total amount to be paid to this sub/supplier (do not discount supply dollars); and M/WBE designation or if non-M/WBE (Majority). See Instructions to Bidders, Part C, for complete M/WBE requirements. Provide **all** information requested. Use additional sheets if necessary. **Failure to provide all of the information requested may negatively impact the M/WBE evaluation.**

1. What is the estimated percent of work that the Prime Contractor will self-perform? 94.69 %

List these areas below with approximate dollar amounts to be allocated for the work.

2. Is all work (whether to be subbed or self-performed) listed below? Yes  No

Are all material suppliers listed? Yes  No

If no, please explain. No Materials to be supplied

3. Is your firm certified through Orange County as an M/WBE? Yes  No

(See Part C for specific requirements for certified M/WBE firms)

4. Is your firm registered through Orange County as a Registered Service Disabled-Veteran (SDV)? Yes  No

5. Did you include any M/WBE credits- First Time Utilization (FTU) or Non-County Utilization (NC) with this bid? Yes  No

(If so, insert copy of credit and specify credit type below)

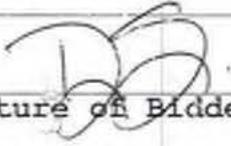
**PRIME CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION**

	COMPANY NAME, CONTACT ADDRESS PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	DOLLAR AMOUNT	O.C. CERTIFIED M/WBE OR NON-M/WBE; OR REGISTERED SDV; OR TYPE OF M/WBE CREDIT - FTU OR NC
1.	The Middlesex Corporation 10801 Cosmonaut Blvd, Orlando, FL 32824 407-206-0077	Sub/ Supplier/ <u>In-house</u> (circle one)	\$14,454,175.00	Non-MWBE
2.	Asphalt 365 1745 S. John Young Parkway, Orlando, FL 34741 407-344-1194	<u>Sub</u> Supplier/ In-house (circle one) Asphalt Paving	\$40,000.00	O.C. MWBE

  
Signature of Bidder David Socci

Senior Vice President Preconstruction  
Title

	COMPANY NAME, CONTACT ADDRESS PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	DOLLAR AMOUNT	O.C. CERTIFIED M/WBE OR NON-M/WBE; OR REGISTERED SDV; OR TYPE OF M/WBE CREDIT - FTU OR NC
3.	Fausnight Stripe & Line, Inc. 910 Charles Street, Longwood, FL 32750 407-261-5446	<input checked="" type="radio"/> Sub/ Supplier/ In-house (circle one) Pavement Markings	\$136,875.00	Non-MWBE
4.	TransPremier, LLC 9388 Sidney Hayes Rd, Orlando, FL 32824 407-905-4433	<input checked="" type="radio"/> Sub/ Supplier/ In-house (circle one) Trucking	\$245,000.00	O.C. MWBE
5.	Road Runner Trucking, Inc. 3707 Brookmyra Dr., Orlando, FL 32837 407-922-4648	<input checked="" type="radio"/> Sub/ Supplier/ In-house (circle one) Trucking	\$100,000.00	O.C. MWBE
6.	Sancho Trucking, Inc. 8178 Cloverglenn Circle, Orlando, FL 32818 407-963-6786	<input checked="" type="radio"/> Sub/ Supplier/ In-house (circle one) Trucking	\$245,000.00	O.C. MWBE
7.		Sub/ Supplier/ In-house (circle one)		
8.		Sub/ Supplier/ In-house (circle one)		
9.		Sub/ Supplier/ In-house (circle one)		
10.		Sub/ Supplier/ In-house (circle one)		

  
Signature of Bidder David Socci

Senior Vice President Preconstruction  
Title

PAGE LEFT INTENTIONALLY BLANK

**GOOD FAITH EFFORT M/WBE CONTACT LOG (See Part C, SECTION 3, Paragraph E-iii)**  
**(Required only if Good Faith Effort Documentation is being provided as part of this Bid)**

**IFB No/ Project Name** Y17-1004-RM Term Contract for Asphalt Milling and Resurfacing with Friction Course and Asphalt Berms

Firm's Name/Address	Contact Info: E-mail, Phone and /or fax	Scope of Work (Work to be performed/Trade/or Commodity Supplied)	Date	Name of Person Contacting Firms	Firm to Bid (Y or N)	Date & Time Quote Received	Notes
Please see attached TMC call log							

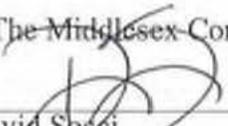
Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. **False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525 (3), Florida Statutes.** I,

David Socci (Signature off Authorized Agent),  
 / Senior Vice President Preconstruction / 2-14-2017 (Printed Name, Title, and Date)

**COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the Bid Schedule or Lump Sum Bid. For informational purposes only, the Bidder is required to further identify these costs in the summary below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNIT OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A) <u>    N/A    </u>	<u>          </u>	<u>          </u>	\$ <u>          </u>	\$ <u>          </u>
B) <u>          </u>	<u>          </u>	<u>          </u>	\$ <u>          </u>	\$ <u>          </u>
C) <u>          </u>	<u>          </u>	<u>          </u>	\$ <u>          </u>	\$ <u>          </u>
D) <u>          </u>	<u>          </u>	<u>          </u>	\$ <u>          </u>	\$ <u>          </u>
			TOTAL	\$ <u>  N/A  </u>

The Middlesex Corporation  
SIGNED:   
          David Sobci  
TITLE: Senior Vice President Preconstruction

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Bid Schedule or Lump Sum Bid. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to complete this form may result in the Bid being declared non-responsive.)

## DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
The Middlesex Corporation 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. Informs 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. Gives 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, notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days such conviction.
5. Imposes a sanction on, or requires 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. Makes 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  
David Socci, Senior Vice President Preconstruction  
\_\_\_\_\_  
2-14-2017  
\_\_\_\_\_  
Date

**THIS PAGE LEFT INTENTIONALLY BLANK**

**REFERENCES:** List at least three (3) similar projects successfully completed by the **BIDDER AS A PRIME** or **SUB CONTRACTOR** within the last five (5) years, and that meet the following. Failure to provide this information may be cause for rejection of the bid.

1. Bidder shall have installed a minimum of 100,000 square yards of milling and asphalt resurfacing including friction course projects. This elements can be demonstrated among several projects and is not required to all be in a single project.
2. Each project submitted shall contain the following elements:
  - a. Asphalt milling,
  - b. Resurfacing, overlay (including friction course)
  - c. Pavement markings,
  - d. Maintenance of traffic

**PROJECTS NOT ACCEPTABLE AS SIMILAR PROJECTS FOR THIS BID:  
PARKING LOTS – PRIVATE ROADWAYS-PRIVATE PROJECTS.**

The determination of whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request submission of a minimum number of similar projects for evaluation, the County's determination of a bidder's responsibility shall not be solely based on the number of similar projects submitted.

The contact person listed as a reference shall be someone who has personal knowledge of the Bidder's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County will be calling or emailing them.

1. Project Name Asphalt Milling and Resurfacing with Friction Course - South John Young Parkway  
Owner Orange County Public Works Dept.  
Contact Johnny Spurlock  
Address 4200 S. John Young Parkway  
Orlando, Florida 32839  
Telephone Number/Email Address 407-836-7722 / Johnny.Spurlock@ocfl.net  
Contract Number and Amount # Y-15-762-J2 \$ 6,938,557.50  
Change Orders \$ -0-  
Final Contract \$ 5,941,281.59  
Completed on Schedule? Yes Date: 3/21/2016

**ATTACHMENT E**

Project Description Milling and resurfacing JYP with approx. 290,000 sy of milling 63,500 tons of Superpave Asphalt, includes 24,000 tons of Friction Course & Pavement Markings

2. Project Name T5509 SR 50 from Corner School Dr. to SR 520

Owner Florida Department of Transportation

Contact Charles Long

Address 133 S. Semoran Blvd.

Orlando, FL 32807

Telephone Number/Email Address 407-482-7830 / N/A

Contract Number and Amount # T5509 430673-1-52-01 \$ 5,686,601.14

Change Orders \$ 7,920.00

Final Contract \$ 5,694,521.14

Completed on Schedule? y Date: 01/05/2016

Project Description Milling and resurfacing SR 50 with approx. 250,000 sy of milling and 48,000 tons of Superpave asphalt, includes 15,000 tons of Friction Course

3. Project Name IFB-602096-14 McCulloch Rd, Lockwood Blvd & Carillion Resurfacing

Owner Seminole County Public Works

Contact Aaron Johnson

Address 100 East First Street

Sanford, FL 32771

Telephone Number/Email Address 407-665-5757 / ajohnson@seminolecountyfl.gov

Contract Number and Amount # IFB-602096-14 \$ 1,064,120.80

Change Orders \$ 220,000.00

Final Contract \$ 1,352,232.71

Completed on Schedule? Ycs Date: 10/10/2016

**ATTACHMENT E**

Project Description Milling and resurfacing various roadways in Seminole County with approx. 128,000 sy of milling, 12,900 tons of Superpave asphalt, includes 5,500 tons of FC and pavement markings.

4. Project Name Term Contract for Asphalt Milling and Resurfacing with Friction Course

Owner Orange County

Contact Johnny Spurlock

Address 4200 S. John Young Parkway

Orlando, FL 32839

Telephone Number/Email Address 407-836-7722 / Johnny.Spurlock@ocfl.net

Contract Number and Amount # Y14-134-J2 \$ 14,227,150.00

Change Orders \$ -0-

Final Contract \$ 10,050,179.52

Completed on Schedule? Yes Date: 11/18/2016

Project Description 3-Year term contract for milling and resurfacing various roadways with approx. 800,000 sy of milling & 1,000,000 sy of Superpave Asphalt includes 240,000 sy of Friction Course; and pavement markings.

5. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number/Email Address \_\_\_\_\_

Contract Number and Amount # \_\_\_\_\_ \$ \_\_\_\_\_

Change Orders \$ \_\_\_\_\_

Final Contract \$ \_\_\_\_\_

Completed on Schedule? \_\_\_\_\_ Date: \_\_\_\_\_

Project Description \_\_\_\_\_

6. Project Name \_\_\_\_\_  
Owner \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number/Email Address \_\_\_\_\_  
Contract Number and Amount # \_\_\_\_\_ \$ \_\_\_\_\_  
Change Orders \$ \_\_\_\_\_  
Final Contract \$ \_\_\_\_\_  
Completed on Schedule? \_\_\_\_\_ Date: \_\_\_\_\_  
Project Description \_\_\_\_\_  
\_\_\_\_\_

*For Staff Use Only:*

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

**ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS**

Case or Bid No. **Y17-1004 -RM**

**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:  X

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): \_\_\_\_\_

The Middlesex Corporation, One Spectacle Pond Road, Littleton, MA 01460

Name and Address of Principal's Authorized Agent, if applicable:  N/A

**List the name and address of all lobbyists, consultants, 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:  None   
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity:  None   
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity:  None   
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity:  None   
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity:  None   
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity:  None   
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity:  None   
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity:  None   
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_

*For Staff Use Only:*

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

**ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS**

Case or Bid No. **Y17-1004 -RM**

**Company Name:** The Middlesex Corporation

**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, consultants, 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
<b>TOTAL EXPENDED THIS REPORT</b>			\$ N/A

For Staff Use Only:

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

**ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS**

Case or Bid No. **Y17-1004 -RM**

Company Name: The Middlesex Corporation

**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: 2-14-17

[Signature]  
Signature of  Principal or  Principal's Authorized Agent  
(check appropriate box)

PRINT NAME AND TITLE: David Socci  
Senior Vice President Preconstruction

STATE OF Florida :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 14 day of Feb., 2017 by David Socci. He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 14 day of Feb., in the year 2017.



[Signature]  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires: July 19, 2019

Staff signature and date of receipt of form \_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE  
AND ASPHALT BERMS**

Case or Bid No. Y17-1004 -RM

**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 his/her authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and consultant(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, consultant, 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.

**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY APPLICANT**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Procurement Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER,  
PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: The Middlesex Corporation

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

One Spectacle Pond Road, Littleton, MA 01460

Business Phone (978) 742-4410

Facsimile (978) 742-4434

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF  
APPLICABLE:**  
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:  
\_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

\_\_\_\_\_

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_



For Staff Use Only:

Date Submitted \_\_\_\_\_  
Date Updated \_\_\_\_\_  
Bid Number **Y17-1004 -RM**

Company Name: The Middlesex Corporation

**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]  
Signature of Applicant

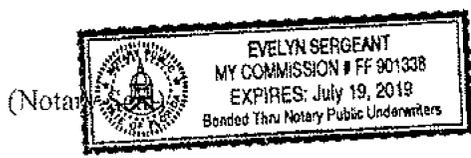
Date: 2-14-17

Print Name and Title of Person completing this form: David Socci, Senior Vice President Preconstruction

STATE OF Florida :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 14 day of Feb., 2017 by David Socci.  He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 14 day of Feb, in the year 2017.



[Signature]  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires: July 19, 2019

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

# AGENT AUTHORIZATION FORM

FOR PROCUREMENTS IN ORANGE COUNTY, FLORIDA



I/WE, (PRINT BIDDER, OFFEROR, QUOTER OR RESPONDENT NAME) \_\_\_\_\_, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), \_\_\_\_\_, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE CONTRACT APPROVAL PROCESS MORE SPECIFICALLY DESCRIBED AS FOLLOWS, IFB NO. Y17- 1004-RM, ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS, 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.

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

\_\_\_\_\_  
Signature of Bidder, Offeror, Quoter or Respondent

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**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.)

Attachment G

FAQs

*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.

**E VERIFICATION CERTIFICATION**

**IFB NO. Y17-1004-RM**

**NAME OF CONTRACTOR:** The Middlesex Corporation (referred to herein as "Contractor")

**ADDRESS OF CONTRACTOR:**

One Spectacle Pond Road

Littleton, MA 01460

The undersigned does hereby certify that the above named contractor:

1. Is registered and is using the E-Verify system; or
2. 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 and consequently is unable to register to use the E-Verify system; or
3. Employs individuals that 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, and consequently is unable to use the E-Verify system.

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:** David Socci

**TITLE:** Senior Vice President Preconstruction

**DATE:** 2-14-2017

**ATTACHMENT H**

**BID BOND**

BOND NUMBER N/A

STATE OF FLORIDA )

SS

COUNTY OF ORANGE )

**KNOW ALL MEN BY THESE PRESENTS**, that we, The Middlesex Corporation, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held firmly bound unto Orange County, Florida, in the penal sum of: \$ Ten Percent (10%) of Amount Bid Dollars, **(Ten percent {10%} of base bid if no amount entered) (Total Sum Written in Words)**

lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the attached Bid, dated the 14th day of February, 2017, for a Contract entitled: **ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS, IFB Y17-1004-RM.**

**NOW THEREFORE**, if the Principal shall withdraw said Bid prior to the date of opening the same, or shall within ten (10) days after the prescribed forms are presented to him for signature, enter in a written Contract with Orange County, Florida, in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond with good and sufficient Surety or sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of the failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required work and/or supplies, provided the latter amount to be in excess of the former, then the above obligations shall be void and of no effect; otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above written parties have executed this instrument under their several seals this the 10th day of February, 2017, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned, pursuant to authority of its governing body.

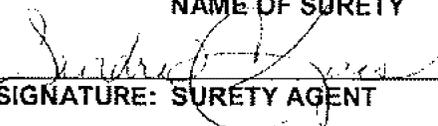
**CONTRACTOR-PRINCIPAL:**

**SURETY:**

The Middlesex Corporation  
NAME OF BUSINESS ENTITY

Travelers Casualty and Surety Company of America  
NAME OF SURETY

  
SIGNATURE

  
SIGNATURE: SURETY AGENT

(SEAL)

(SEAL)

David Socci, Senior Vice President Preconstruction  
TYPE NAME AND TITLE

Sandra C. Lopes, Attorney-in-Fact  
TYPE NAME AND TITLE

One Spectacle Pond Road

FL Non-Resident License No. W051270  
One Tower Square

Littleton, MA 01460  
BUSINESS ADDRESS

Hartford, CT 06183  
BUSINESS ADDRESS

978-742-4410  
TELEPHONE

860-277-0111  
TELEPHONE

NAIC NUMBER: 31194

Licensed Florida Insurance Agent? Yes  No

License Number: Non-Resident License No. W051270

STATE OF Massachusetts )

COUNTY OF Suffolk ) SS

CITY OF Boston )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

Sandra C. Lopes

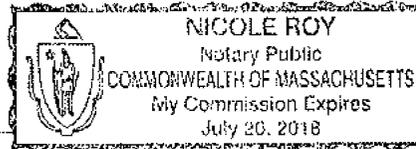
to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

Travelers Casualty and Surety Company of America

as Surety, and that he has been authorized by said Surety to execute the foregoing Bid Bond on behalf of the Principal (CONTRACTOR) named therein in favor of the owner.

Subscribed and sworn to before me this the 10th day of February, 2017

*Nicole Roy*  
Notary Public



Nicole Roy  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known  or Produced Identification

Type of Identification: \_\_\_\_\_

In accordance with Part C, Section 19 and Part F Article 8 of the Invitation for Bids, if applicable, list the Lead Surety.

LEAD SURETY AGENT FOR SURETY \_\_\_\_\_

Signature \_\_\_\_\_

BY: \_\_\_\_\_ AGENCY ADDRESS: \_\_\_\_\_

SURETY ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_

**TRAVELERS**

**POWER OF ATTORNEY**

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231599

Certificate No. 007056980

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael J. Cusack, John J. Gambino, Nicole Roy, Natalie Coneys, Donald H. McCarter, Sandra C. Lopes, Jean M. Feeney, Nicholas Labbe, John Dechiaro, Laurie Rothwell, and Sylvanna Geha

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 30th day of November, 2016.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: [Signature]  
Robert L. Raney, Senior Vice President

On this the 30th day of November, 2016 before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I herewith set my hand and official seal.  
My Commission expires the 30th day of June, 2021.



[Signature]  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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

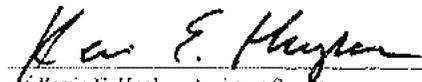
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February, 20 17

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

## Request for Taxpayer Identification Number and Certification

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

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

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

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**One Spectacle Pond Road**

**6** City, state, and ZIP code  
**Littleton, MA 01460**

**7** List account number(s) here (optional)

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

				-			-			
--	--	--	--	---	--	--	---	--	--	--

or

**Employer identification number**

0	4	-	2	5	3	4	6	1	5
---	---	---	---	---	---	---	---	---	---

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### 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 on page 3.

**Sign Here**      Signature of U.S. person ▶       Date ▶ **2-14-17**

### General Instructions Senior Vice President Preconstruction

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/irb](http://www.irs.gov/irb).

#### 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? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**THIS PAGE LEFT INTENTIONALLY BLANK**



February 14, 2017

Mr. Rolando Melo  
Orange County Purchasing and Contracts Division  
Internal Operations Centre II  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, FL 32801

**RE: Orange County Project IFB. No. Y17-1004-RM  
Term Contract for Asphalt Milling and Resurfacing with Friction Course and  
Asphalt Berms  
Management Plan and Resource List**

Dear Mr. Melo:

In accordance with the Special Provisions (Part G, Item 27) the following is submitted as assurance to the County that The Middlesex Corporation has adequate resources to handle two or more Orange County projects at the same time and to clarify our understanding of this project.

The Middlesex Corporation (TMC) currently has an asphalt plant and four asphalt paving crews active in the Central Florida area. The source of hot-mix asphalt for this project will be Middlesex Asphalt's plant located in south Orange County at 10705 Cosmonaut Blvd. Middlesex just recently constructed a new asphalt plant on this site to replace the previous asphalt plant at the same site. This new plant is now fully operational with a capability of loading out over 800 tons per hour and is currently set up with ten silos with a total storage capacity of 3,000 tons. This plant is significantly larger than and capable of much higher productions than the previous asphalt plant. As such, this facility is fully capable of supporting two or more projects under this contract (as defined in the Bid Documents for 400 tons per day per project).

In addition to the asphalt plant, TMC currently operates four full-size roadway paving crews. A fifth paving crew is also planned to be operational by the time this contract work will start. As you can see in the attached equipment listings, TMC currently owns 7 asphalt paving machines, 16 rollers, 9 sweeper brooms (including 3 Elgin Broom Bear street sweepers), along with a full complement of support equipment (water trucks, pickups, tool trucks, service trucks, transports, etc.). TMC also owns and operates more than 30 of our own dump trucks for hauling asphalt. This gives us the capability to commit these trucks to this project to meet scheduling demands, or to commit them to other work, thereby allowing for participation from M/WBE trucking. TMC owns a shop facility adjacent to the asphalt plant and office in south Orange County that maintains the equipment to safety and operational standards. Also, TMC owns and operates two milling machines, giving us the flexibility to support the milling requirements of this contract, or working in conjunction with local milling companies should additional, outside, resources be necessary. Any of the equipment to be utilized for this contract can be made available for inspection by Orange County's personnel.



TMC's four current paving crews are each managed by an experienced paving foreman with well over 60 years of combined asphalt paving experience. Each crew is fully staffed with 8-10 skilled asphalt paving personnel (paving operators, screed operators, roller operators, etc.). In addition to the four, independent, paving crews (soon to be five), TMC also has significant experience in the management staff. TMC currently has an Operations Manager, four Project Managers/Administrators, and four Superintendents dedicated to the Paving Division. This does not include the management and field staff of TMC's Construction division currently operating on several projects in the Central Florida area.

The Construction resources (equipment and personnel) currently involved in these projects can certainly be made available to support the Paving Division should the need arise. However, that is not likely necessary since TMC is currently managing multiple asphalt paving projects with the staffing currently dedicated to the Paving Division.

Additionally, TMC maintains a separate Quality Control staff managed by an FDOT-certified Quality Control Manager. TMC's Quality Control program is supported by FDOT-certified Asphalt Technicians working in a CMEC-certified lab at the asphalt plant or in support of the paving operations performing job-site placement and density verification.

Attached is an organization chart listing the primary management and supervisory personnel to be involved in this contract. Since this contract is dependent on individual work orders to be issued as needed by Orange County, we cannot at this time provide a definitive listing of the specific supervisory personnel and all the workers to be assigned. Once a work order is issued, this can certainly be discussed at the mandatory pre-work meeting required for each work order. It should be noted that with several years of successful work under contracts Y9-1033, Y10-195, Y12-1047, and Y14-134 TMC has extensive experience in adapting to the varying needs of Orange County, including managing multiple contracts/projects. With the pending expiration of Y14-134 Middlesex will have no other active Orange County Term Contract, so all the necessary resources will be able to be dedicated to this current contract under bid.

In addition to TMC's own in-house resources, this project will be supported by a complement of local, experienced subcontractors. If the need arises to meet deadlines on multiple project locations, the milling can be supported by SRS Roadway Services or Blackrock Milling, a couple local milling companies that maintain several mills and crews capable of performing the work requirements of this contract. These operations will be supported by TransPremier, LLC, Road Runner Trucking, and Sancho Trucking (and others as needed), local trucking companies with whom we have experience with them hauling asphalt materials. Also, TMC has used the services of local asphalt paving subcontractors that have demonstrated their ability to perform on past and current Orange County projects, with their work performed to the acceptance standards of Orange County's inspection staff. By incorporating the available local subcontractors into this project TMC is positioned to readily respond to the County's needs as they may arise for work under this contract.

As noted, TMC is capable of handling multiple projects in different locations simultaneously with the use of our in-house resources. In addition to that, TMC makes use of the services available from local subcontractors including milling, trucking, asphalt paving/placement, striping, etc.



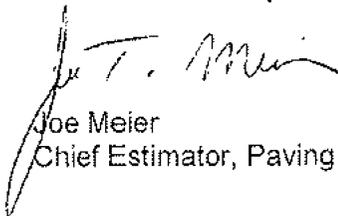
These local resources will be utilized as necessary to assure that Orange County's projects are attended to properly and completed on time.

As the County is aware, The Middlesex Corporation has been actively involved with various Orange County resurfacing and construction projects for many years. As noted, Y14-134 is due to expire after being renewed for the maximum term years. Previously, Orange County contract Y12-1047 was also utilized for the full 3-year cycle, plus an extra 6 month extension. As noted, The Middlesex Corporation has been actively involved in multiple term contracts, as well as active in a number of Orange County construction projects during this same time. During these past several years, TMC has successfully demonstrated a thorough understanding of the contract requirements and the ability to manage and perform work on multiple projects all on-going at the same time. With the pending expiration of Y14-134, those resources will certainly be available for this new contract.

As discussed, the extensive resources available to TMC through our in-house staff and equipment, along with and the locally available subcontractors, provides for an almost limitless ability to perform work in multiple locations, under multiple contracts, as may be needed by Orange County. In summary, with The Middlesex Corporation's current resources (asphalt plant, paving crews, and support); we are fully capable of handling multiple concurrent asphalt paving projects. Not only does TMC have the "adequate" resources necessary to handle two or more Orange County projects at the same time, but we are capable of exceeding the County's expectations in the operation and maintenance of multiple paving projects.

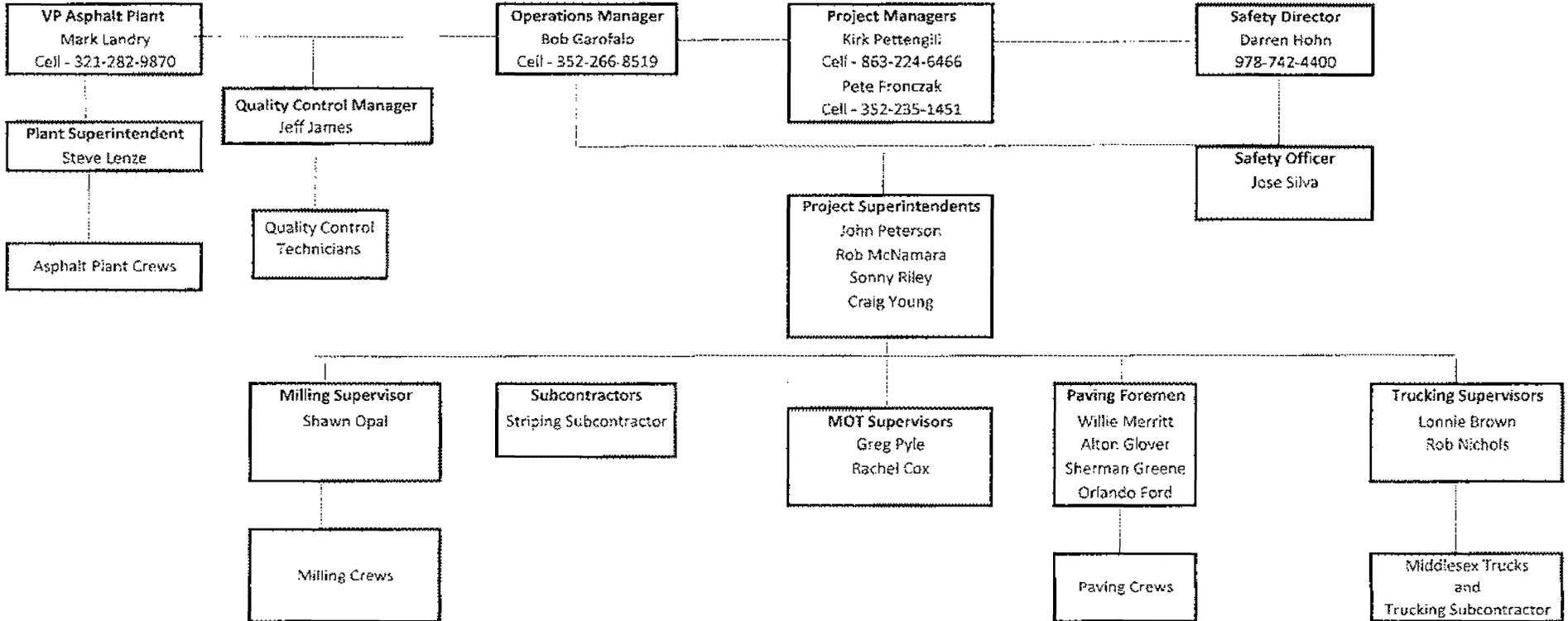
If you or anyone else at the County has any questions or would like additional information about The Middlesex Corporation's Management Plan and Resource List please give me a call at (407) 206-0077.

The Middlesex Corporation



Joe Meier  
Chief Estimator, Paving

**THE MIDDLESEX CORPORATION  
ASPHALT AND PAVING  
ORGANIZATIONAL CHART**



**VP Asphalt Plant**  
Mark Landry  
Cell - 321-282-9870

**Plant Superintendent**  
Steve Lenze

**Asphalt Plant Crews**

**Quality Control Manager**  
Jeff James

**Quality Control Technicians**

**Operations Manager**  
Bob Garofalo  
Cell - 352-266-8519

**Project Managers**  
Kirk Pettengill  
Cell - 863-224-6466  
Pete Fronczak  
Cell - 352-235-1451

**Project Superintendents**  
John Peterson  
Rob McNamara  
Sonny Riley  
Craig Young

**Safety Director**  
Darren Hohn  
978-742-4400

**Safety Officer**  
Jose Silva

**Milling Supervisor**  
Shawn Opal

**Milling Crews**

**Subcontractors**  
Striping Subcontractor

**MOT Supervisors**  
Greg Pyle  
Rachel Cox

**Paving Foremen**  
Willie Merritt  
Alton Glover  
Sherman Greene  
Orlando Ford

**Paving Crews**

**Trucking Supervisors**  
Lonnie Brown  
Rob Nichols

**Middlesex Trucks and  
Trucking Subcontractor**

The Middlesex Corporation  
Prequalification Certificates,  
Licenses and  
Affirmative Action Plan

# *State of Florida*

## *Department of State*

I certify from the records of this office that THE MIDDLESEX CORPORATION is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on February 12, 1991.

The document number of this corporation is P32795.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 3, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifth day of January, 2017*



*Ken DeFina*  
*Secretary of State*

Tracking Number: CU9771480441

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02138*

William Francis Galvin  
Secretary of the  
Commonwealth

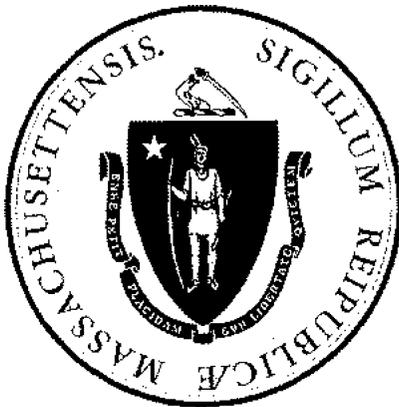
Date: January 04, 2017

To Whom It May Concern :

I hereby certify that according to the records of this office,

**THE MIDDLESEX CORPORATION**

is a domestic corporation organized on **January 23, 1974** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 17010056910

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:





**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**PEREIRA, ROBERT WILLIAM II  
(THE) MIDDLESEX CORPORATION  
ONE SPECTACLE POND RD  
LITTLETON MA 01460**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION**

**CGC061926 ISSUED: 07/31/2016**

**CERTIFIED GENERAL CONTRACTOR  
PEREIRA, ROBERT WILLIAM II  
(THE) MIDDLESEX CORPORATION**

**IS CERTIFIED under the provisions of Ch. 489 FS.  
Expiration date : AUG 31, 2018 L1607310003496**

**DETACH HERE**

**RICK SCOTT, GOVERNOR**

**KEN LAWSON, SECRETARY**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

<b>LICENSE NUMBER</b>	
CGC061926	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018



**PEREIRA, ROBERT WILLIAM II  
(THE) MIDDLESEX CORPORATION  
ONE SPECTACLE POND RD  
LITTLETON MA 01460**





STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

(850) 487-1395

PEREIRA, ROBERT WILLIAM II  
(THE) MIDDLESEX CORPORATION  
ONE SPECTACLE POND RD  
LITTLETON MA 01460

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC057453

ISSUED: 07/31/2016

CERT UNDERGROUND & EXCAV CNTR  
PEREIRA, ROBERT WILLIAM II  
(THE) MIDDLESEX CORPORATION

IS CERTIFIED under the provisions of Ch. 489 FS.  
Expiration date : AUG 31, 2018 L1607310003925

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

<b>LICENSE NUMBER</b>	
CUC057453	

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018



PEREIRA, ROBERT WILLIAM II  
(THE) MIDDLESEX CORPORATION  
ONE SPECTACLE POND RD  
LITTLETON MA 01460



ISSUED: 07/31/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607310003925



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

May 23, 2016

MIDDLESEX CORPORATION (THE)  
ONE SPECTACLE POND RD  
LITTLETON MA 01460

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due 4/30/2017.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<https://www3.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.

**FDOT APPROVED WORK CLASSES:**

BASCULE BRIDGE REHABILITATION, DRAINAGE, FLEXIBLE PAVING, GRADING, 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 - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, WATER MAINS, SEWER, PUMPING STATIONS, MARINE CONSTRUCTION, STREETScape IMPROVEMENT, SOIL ANCHORS, CONCRETE RETAINING WALLS, RAILROAD CONSTRUCTION.

You 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 your 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 your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

MIDDLESEX CORPORATION (THE)  
May 23, 2016  
Page Two

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,

**Alan D Autry**

Digitally signed by Alan D Autry  
DN: c=US, o=IdenTrust ACES Business Representative,  
ou=FLORIDA DEPARTMENT OF TRANSPORTATION,  
cn=Alan D Autry,  
09.2142.19200109.160.1.1-AD1097CC00014DC207391B  
0C004276  
Date: 2016.05.24 08:11:47 -0400

Alan Autry, Manager  
Contracts Administration Office

AA:cj



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

8/31/2016

**RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL**

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

MIDDLESEX CORPORATION

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: 8/31/2019**

**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.**



2016 AUG 31 PM 3: 39

The Middlesex Corporation hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.

Date: 8/31/2016

By:

Signature

Corporate FEID No.: 04-2534815

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: Ms Evelyn Sargeant  
TITLE: Administrative Estimating  
EMAIL: [esargeant@middlesexco.com](mailto:esargeant@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, not rejecting 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.



### EM Equipment List - Summary

2011 FORD F250 SD 4 X 4	1FT7X2B61BEC68570
2013 FORD EXPLORER	1FM5K8F85DGA33788
2012 FORD EXPLORER	1FM5K8F87DGA33789
2012 FORD F150	1FTFX1EF8CFB36368
2012 FORD F150 XLT	1FTEX1CMXCFCB36367
2007 FORD F150 4WD SUPERCAB	1FTPX14587NA61535
2007 FORD F150	1FTRW14W47FB55805
2008 FORD F150	1FTRX14W18FB32135
2008 FORD RANGER	1FTYR10D98PA03001
2014 FORD F150 STYLESIDE	1FTFX1ET0EFC57940
2014 FORD F150 XLT	1FTFX1ET2EFC80992
2014 FORD F150 XLT	1FTFX1ET9EFD13972
2014 FORD F150 XLT	1FTFX1ET6EKF31133
2014 FORD F250 XLT	1FT7X2B60EEB72448
2015 FORD F250	1FT7X2B66FEA61341
2014 FORD F150	1FTFX1ET8EF891587
2015 FORD F150 S CAB XLT	1FTFX1EF7FFA74577
2015 FORD F150 S CAB XLT	1FTFX1EG4FFB65072
2015 FORD F250	1FT7X2B67FED23884
2015 FORD F150	1FTEX1E65FFB75372
2015 FORD F150	1FTEX1E87FFB75373
2015 FORD F150	1FTEX1E89FFB75374
2015 FORD F150	1FTFX1EFXFFB94065
2015 F150 XLT	1FTFX1EFXFFC43328
2015 FORD F150	1FTEX1EP9FFB53284
2016 FORD F250	1FT7X2B62GEC09034
2016 FORD F250	1FT7X2B68GEA68437
2016 FORD F150 XLT SUPERCAB	1FTEX1EP1GFB06767
2016 FORD F150 XLT SUPERCAB	1FTEX1EP7GFB48831
2016 FORD F150 XLT SUPERCAB	1FTEX1EP6GFB59777
2016 FORD F150	1FTEX1EP2GFB17034
2016 FORD F150	1FTEX1E86GFB59537
2016 FORD F150 XLT	1FTEX1EP5GFB48830
2016 FORD F150	1FTEX1EP0GFD07270
2015 FORD ESCAPE	1FMCU9G90FUA18439
2016 FORD ESCAPE	1FMCU9GXXGUA57412
2016 FORD EXPLORER XLT	1FM5K8DH7GGB90598
2004 CHEVROLET 3500 MOT	1GBJC34104E205475
2004 CHEVROLET 3500 MOT	1GBJC34214E303553
2008 CHEVROLET SILVERADO 2500HD	1GCHK29K28E196051
2011 FORD F150 4X4 SUPERCAB	1FTFX1ET8BKD45508



2011 FORD F150 4X4 SUPERCAB	1FTFX1ET8BKD45511
2011 FORD F150 4X4 SUPERCAB	1FTFX1ETXBKD45512
2012 FORD F150 XL (LUP704)	1FTMF1EM4CKD62309
2012 FORD F150 XL 4X4 (LUP701)	1FTMF1EM0CKD62310
2012 FORD F150 XL (LUP700)	1FTMF1EM2CKD62311
2012 FORD F150 XL (LUP702)	1FTMF1EM6CKD62313
2013 FORD F150 (NEW)	1FTMF1CM0DKF11142
2009 FORD F150 (USED)	1FTRF12W19KA73490
2010 FORD RANGER (USED)	1FTKR1AD3APA51457
2011 FORD RANGER (USED)	1FTKR1AD6BPA99259
2011 FORD RANGER(USED)	1FTKR1AD0BPB01104
2013 FORD F150 (USED)	1FTNF1CF3DKE78577
2013 FORD F150 (USED)	1FTNF1CF2DKE46798
2013 FORD F150	1FTPF1CT9DKF43110
2013 FORD F150	1FTPF1CT9DKF43107
2013 FORD F150	1FTPF1CT2DKF43109
2014 FORD F150	1FTFX1EF9EFB02846
2014 FORD F150	1FTFX1EF0EFB02847
2014 FORD F150	1FTFX1EF2EFB02848
2014 FORD F150	1FTFX1EF4EFB02849
2014 FORD F150	1FTFX1EF0EFB02850
2014 FORD F250 XLT	1FT7X2B68FEA19804
2014 FORD F150 XLT	1FTFX1ET5EFD01866
2014 FORD F150 XLT	1FTFX1ET4EFA88585
2015 FORD F250	1FT7X2B6XFEA61343
2014 FORD F150 CREW CAB	1FTFW1EF7EKD15658
2014 FORD F150	1FTFX1CF7EFD12946
2014 FORD F150	1FTFX1EF5EFB06232
2014 FORD F150	1FTFX1EF1EKE62023
2014 FORD F150	1FTFX1EF4EFC05933
2014 FORD F150	1FTFX1ETXEKF79931
2014 FORD F150	1FTFX1ET1EKF79932
2014 FORD F150	1FTFX1ETXEKF79928
2014 FORD F150	1FTFX1ET1EKF79929
2014 FORD F150	1FTFX1ET8EKF79930
2014 FORD F150 XL	1FTFX1EF1EKG34115
2014 FORD F150 XL	1FTFX1EF3EKG34116
2014 FORD F150 XL	1FTFX1EF7EKG34121
2014 FORD F150 XL	1FTFX1EF7EKD76120
2014 FORD F150 XL	1FTFX1EF7EKG22163
2014 FORD F150 XL	1FTFX1EF9EKG22164
2014 FORD F150 XL	1FTFX1EF6EKG22168



2014 FORD F150 STX	1FTFX1EF6EP874586
2015 FORD F150	1FTFX1EG6FKD91704
2015 FORD F150	1FTFX1EG8FKD91705
2015 FORD F150	1FTFX1EG1FKD91707
2015 FORD F150	1FTFX1EG5FKD91709
2014 FORD F150	1FTFX1ET0EKD76210
2014 FORD F150	1FTFX1ET2EKD76211
2014 FORD F150	1FTFX1ET4EKD76212
2014 FORD F150	1FTFX1ET6EKD76213
2014 FORD F150	1FTFX1ET8EKD76214
2016 FORD F150 XLT SUPERCREW	1FTFW1EF1GKD41417
2015 FORD F150 XLT SUPERCREW	1FTEW1EF6FKF09045
2016 FORD F150 XL SUPERCAB	1FTFX1EGXGKD19325
2016 CHEVROLET COLOARDO	1GCHSBEA6G1162813
2016 CHEVROLET COLORADO	1GCHSBEA2G1167071
2015 FORD F150 XLT SUPERCREW 4X4	1FTEW1EF4GFA35624
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EFXGFA18442
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG0GKD19320
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG1GKD19326
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG2GKD19321
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG4GKD19319
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG4GKD19322
2016 FORD F150 XLT SUPERCAB 4X4	1FTFX1EG8GKD82973
2016 FORD F150 XLT SUPERCAB 4X4	1FTFX1EGXGKD82974
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG6GKD19323
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG8GKD19324
2016 FORD F250 XL SUPERCAB 4X4	1FT7X2B62GEA25700
2016 FORD F250 XLT SUPERCAB 4X4	1FT7X2B60GEC67563
2016 FORD F150 XLT SUPERCAB 4X4	1FTFX1EG1GKD82975
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG0GKE84977
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG0GKE84980
2016 FPRD F150 XL REG CAB 4X4	1FTMF1E89GKE08922
2016 FORD F150	1FTFX1EG7GKD82978
2016 FORD F150	1FTFX1EG3GKD19327
2005 FORD F450	1FDXW47P75EA79602
2005 CHEVROLET 3500 MOT	1GBJC392X5E290425
2005 CHEVROLET 3500 MOT	1GBJC39225E288278
2012 Ford F350 XL	1FD8X3GT3CEB62451
2012 Ford F350	1FD8X3GT1CEB62450
2016 FORD F350 SUPER CAB RACK TRUCK	1FD8X3H67GEB11579
2016 FORD F350 SUPER CAB RACK TRUCK	1FD8W3H66GEB73350
2017 FORD F450 MOT TRUCK	1FD0X4HY1HEB60007



2017 FORD F450 MOT TRUCK	1FD0X4HY3HEB0008
2006 GMC G350 BOX TRUCK	1GDJG31V561905006
2015 FORD F450 4X4	1FD0W4HTXFEC73295
1998 CHEVROLET FLEETSIDE	1GBKC34F7WJ107604
2007 FREIGHTLINER SERVICE TRUCK	1FVDCXDJ17HY23526
2012 FORD F550 MECHANIC'S TRUCK	1FDUF5GT9CEB62449
2014 FORD F550 SERVICE TRUCK	1FDUF5HT7EEA55420
2016 FORD F250 XL SERVICE TRUCK 4X4	1FT17X2B68GEA25698
2016 FORD F250 XL SERVICE TRUCK	1FT17X2B61GEA66027
2001 CHEVROLET 3500HD	3GBKC34F21M117758
2001 CHEVROLET HD 3500	3GBKC34F01M117435
2001 CHEVROLET 3500HD	3GBKC34F51M117642
2001 CHEVROLET 3500HD	3GBKC34FX1M117653
2006 CHEVROLET 3500 RACK TRUCK	1GBJK34D46E252573
2006 CHEVROLET 3500 RACK TRUCK	1GBJK34D96E251788
2006 CHEVROLET 3500 RACK TRUCK	1GBJK34D36E252130
2006 CHEVROLET 3500 RACK TRUCK	1GBJK34D06E251808
2006 CHEVROLET 3500 RACK TRUCK	1GBJK34D16E252711
2011 FORD F450 RACK TRUCK	1FDUF4HT8BEC78197
2011 FORD F450 RACK TRUCK	1FDUF4HTXBEC78198
2011 FORD F450 RACK TRUCK	1FDUF4HT1BEC78199
2011 FORD F450 RACK TRUCK	1FDUF4HT4BEC78200
2011 FORD F450 RACK TRUCK	1FDUF4HT6BEC78201
2015 FORD F350	1FDRF3H66FED46685
2016 FORD F350 RACK TRUCK	1FDRF3H62GEC05599
2016 FORD F350 RACK TRUCK	1FDRF3H60GEC88613
2016 FORD F350 RACK TRUCK	1FDRF3H65GED16681
2016 FORD F350 RACK TRUCK	1FDRF3H67GED31859
2017 FORD F450	1FDUF4HY9HDA00631
2017 FORD F450	1FDUF4HY2HDA00633
2017 FORD F450	1FDUF4HY0HDA00632
2017 FORD F450	1FDUF4HY4HDA00634
2007 CHEVROLET W4500	J8BC4B16877010073
2005 FREIGHTLINER M2 BOX TRUCK	1FVACWDC85HN88648
2017 KENWORTH T370 SERVICE TRUCK	2NKHJ7X8HM145031
2016 PETERBILT 337 SERVICE TRUCK WCRANE	2NP2HM6X6GM368220
1995 MITSUBISHI FH 14' FLATBED ATTENUATOR	JW6CEG1G3SL000224
2008 FREIGHTLINER M2 MOT RACK TRUCK	1FVACWDT88HZ09138
1987 MACK R685ST	1M2N166B9HA090281
2012 PETERBILT 337 SIX WHEEL DUMP TRUCK	2NP2HN7X3CM143476
2010 HINO FLATBED (USED)	5PVNE8JV0A4851594
KOMATSU 380 G/P BUCKET	



KOMATSU BUCKET MODEL K	
1987 MACK RD686 WATER TRUCK	1M2P138C4HA016022
2001 MACK RD688S TRIAXLE DUMP	1M2P267C81M055958
2001 MACK RD688S TRIAXLE DUMP	1M2P267CX1M055959
2006 MACK CV713 TRIAXLE DUMP	1M2AG11C36M038091
2007 MACK CV713 TRIAXLE DUMP	1M2AG11C67M065187
2015 MACK GU713 TRI-AXLE DUMP TRUCK (USED)	1M2AX09C5FM021260
2015 MACK GU713 TRIAXLE DUMP TRUCK (USED)	1M2AX09C6FM021266
2016 MACK GU713 TRIAXLE DUMP TRUCK (USED)	1M2AX09C0GM025279
2016 MACK GU713 TRIAXLE DUMP TRUCK (USED)	1M2AX07C6GM025337
2004 STERLING MX DUMP	2FZACGCS94AN12354
2013 MACK CHU613 TRACTOR	1M1AN07Y4DM013821
2001 MACK RD688S CHASSIS WITH LUBE TRUCK BODY	1M2P267C81M056060
2005 INTERNATIONAL FUEL TRUCK	1HTWDAANG5J053174
1999 INTERNATIONAL ATTENUATOR	1HTSCABM6XH596560
1999 INTERNATIONAL ATTENUATOR	1HTSCABM6XH596722
2008 FREIGHTLINER M2 MOT RACK TRUCK	1FVACWD158HZ09145
1999 MACK RD688S TRI-AXLE DUMP	1M2P267C1XM045281
1999 MACK RD688S TRI-AXLE DUMP	1M2P267C3XM045282
1999 MACK RD688S TRI-AXLE DUMP	1M2P267C7XM045284
1999 MACK RD688S WATER TRUCK	1M2P267C9XM045285
1999 MACK RD688S TRI-AXLE DUMP	1M2P267C2XM045287
1999 MACK RD688S WATER TRUCK	1M2P267C4XM045288
1998 MACK RD688S TRIAXLE DUMP	1M2P267C5WM040230
1998 MACK CH613 TRACTOR	1M1AA18Y8VWW101844
1995 EVAN TRAILER	83276998
1999 CORE DRILLING TRAILER	NOVINO200014996
1973 TOTE FUEL TRAILER	KCC052
1978 VADA TRAILER	12017126550
1985 16' TANDEM AXLE TRAILER	NOVIN0200014809
1978 FRUEHAUF TRAILER	HPZ611501
1981 FRUEHAUF TRAILER	2R04322BH030303
2006 CHEVROLET IMPALA	2G1WB58K769144627
2005 WANCO ARROW BOARD	5F11S101851003595
2005 WANCO ARROW BOARD	5F11S101651003594
2012 GENIE S65 BOOM LIFT (USED)	S65-22959
2013 GENIE S85 BOOM LIFT	S85-10587
INGERSOL RAND P185 COMPRESSOR	309298UBK221
INGERSOL RAND P185 COMPRESSOR	313452UFK221
1998 SULLIVAN 350 DIESEL COMPRESSOR	70524
2003 BOMAG 40/45 REVER	
2003 BOMAG 40/45 REVER	101-680-691-52111



20' STANDARD TRI DOOR (EXPENSED 2015)	
20' STANDARD TRI DOOR (EXPENSED 2015)	
20' CONNEX BOX (EXPENSED 2016)	
20' CONNEX BOX (EXPENSED)	W0350671 2012538
2005 GODWIN GHP26KW GENERATOR	053132
2005 GODWIN GHP26KW GENERATOR	
2014 TOW BEHIND LEAF BLOWER	
2005 MAGNUM MODEL MLT3060 LIGHT TOWER	011272963
2005 MAGNUM MODEL MLT3060 LIGHT TOWER	5AJLS16145B002245
2005 MAGNUM MLT3060 LIGHT TOWER	5AJLS16185B002393
2005 MAGNUM MLT3060 LIGHT TOWER	5AJLS16125B005368
2006 MAGNUM MLT3060 LIGHT TOWER	067582
LIGHT TOWER	CO88837770
2006 MAGNUM MLT3060 LIGHT TOWER	067584
2008 MAGNUM MLT3060KMH LIGHT TOWER	5AJLS16188B002625
2010 MAGNUM MLT3060M LIGHT TOWER	5AJLS1614AB006175
2010 MAGNUM MLT3060M LIGHT TOWER	5AJLS1616AB006176
2012 MAGNUM MLT3060K LIGHT TOWER	5AJLS1416CB212782
INSTALL ON CAT ARO DOZERS	1834J013SW
INSTALL ON CAT ARO DOZERS	1564J019SW
INSTALL ON CAT ARO DOZERS	1564J017SW
INSTALL ON CAT ARO DOZERS	1564J027SW
TRIMBLE TSC 3 RANGER STYLE COLLECTOR W/2.4 ROBOT RADIO	RS2PC56572
TRIMBLE TSC 3 RANGER STYLE COLLECTOR W/2.4 ROBOT RADIO	RS2PC57097
TRIMBLE SITE MOBILE TABLET & ACCESSORIES	18713380099
TRIMBLE SITE MOBILE TABLET & ACCESSORIES	18713380339
ROOF-TOP COMMUNICATIONS SYSTEM	
SURVEY EQUIPMENT - TABLET	T71SY-1546-013467
TRIMBLE SITE TABLET	T71SY-1551-014037
TRIMBLE SITE TABLET	T71SY-1551-013987
SPS985 ROVER RECEIVER	6642470158
TRIMBLE SPS930 ROBOT W/MC OPTION FOR SURVEYOR	72612715
SPS930 SURVEY EQUIPMENT	72613567
SPS930 ROBOTIC UTS	72613936
TRIMBLE SPS930 ROBOT W/MC OPTION FOR SURVEYOR	72512713
2006 TOPCON GPS HIPER	
TOPCON HIPERLITE GPS S	
SPS855 GNSS BASE RECEIVER	5424R01766
SPS985 ROVER RECEIVER	5425F70493



TRIMBLE SPS985 ROVER W/ROVER CODE ONLY	5427F71609
TRIMBLE SPS985 ROVER W/ROVER CODE ONLY	5427F71613
TRIMBLE SPS855 BASE/985 ROVER	5427F71610
TRIMBLE SPS855 BASE/985 ROVER	5424F68318
SURVEY EQUIPMENT	
SPS985 ROVER RECEIVER SYSTEM	5531F24727
SPS855 BASE STATION	
SPS985 ROVER RECEIVER	5545F42097
SPS930 SURVEY EQUIPMENT	72614169
SPS985 ROVER	
2014 MILLER TRAILBLAZER 325 WELDER	
6" TOW-BEHIND CENTRIFUGAL PUMP	6V930
2002 THOMPSON 4" TRASH PUMP	1T9BT09132P634175 4D-DL-657
2015 THOMPSON PUMP	4D-DL-854
2015 THOMPSON PUMP	4D-DL-855
2015 THOMPSON 32HPU-DJDS-45T	32HPU-646
2015 THOMPSON 32HPU-DJDS-45T	32HPU-647
2017 8" VACUUM ASSISTED HIGH HEAD PUMP	8JSVE-133
2007 VOLVO A40D 40 TON HAUL TRUCK	A40DV70184
2001 FLEX-O-LITE ARROWBOARD	2244
2003 WANCO WTSP75-LSA	5F11S101331000567
2003 WANCO WTSP75-LSA	5F11S101531000568
1999 ALLMOND 2200	0007B410
2000 AMDA DLSE15	463816
2011 WANCO 15 LIGHT ARROW BOARD	5F11S1017B1004183
2012 WANCO 15 LIGHT TARROW BOARD	5F11S1013C1000441
BOOM POINT ADAPTER W/P	351824
NPK HAMMER	78281
SWEEPSTER 8" ANGLE BROOM	0406046
2007 ALITEC COLD PLANER	1091606
OWEN HDSN 3 YARD CLAMSHELL	151382
10' ADD-A-BOOM EXTENSION	AAB10-349E
CAT 349E G145B GRAPPLE (USED)	6CJ00153
2013 NPK GH18 12,000LB HOE RAM	108216
CAT H130ES HAMMER	HHF00739
950K JRB EXTENDABLE BOOM (EXPENSED)	J000061392-1
320/321 60" TILT BUCKET B LINKAGE (EXPENSED)	MC-000025384
PICKUP BROOM SWEEPER	FX800707
ICE MODEL EX-25 AUGER EXCAVATOR (USED)	A06292
2012 LEMAC HT2160 60" HYD TILT BUCKET	
2013 MILLERBAIRD 36" DIGGING BUCKET	
ICE 6'6" CAISSON BEAM & CLAMP	BC6021



CONTRACTOR GRAPPLE W/TB LINKAGE	GCJ00203
CONCRETE CRUSHING JAWS	
SHEAR JAWS	
CAT MP30 MULTI PROCESSOR	M2Y00312
USED POSEIDON P2-7 SPUD 24" X 30' ROUND	SP7-112
USED POSEIDON P2-7 SPUD 24" X 30' ROUND	SP7-111
USED POSEIDON SPUD POCKET P2-7	2P7027
USED POSEIDON SPUD POCKET P2-7	2P7028M
DYNASTY 350 WIRELESS COMPLETE W-375 (EXPENSED)	MG090116L
BARRIER CLAMPS	
BARRIER CLAMPS	
1680 LF TEMPORARY PRECAST BARRIER	
6,792LF (WAS 15,000LF) BARRIER	
4,300 LF FDOT JJ HOOK BARRIER	
7,876 LF (WAS 10,000LF) JJ HOOK BARRIER	
4,500 LF BARRIER PIN & LBARRIER	
6,650 LF (WAS 10,000LF) K-WALL BARRIER	
2,440 LF SINGLE FACE BOLT-DOWN PRECAST BARRIER (122 20' SECT	
3,000 LF K-WALL PRECAST BARRIER	
11,508 LF JJ-HOOK PRECAST BARRIER	
TEMPORARY PRECAST BARRIER (8,920 LF)	
TEMPORARY PRECAST STRUCTURE & PINNED BARRIER (7,100LF)	
PRECAST BARRIER (2,040 LF)	
2008 GENIE S85 4X4 BOOM LIFT	S600817667
2007 GENIE S85 4X4 BOOM LIFT	S600716928
2012 GENIE S85 BOOM LIFT (USED)	S8511-8939
2015 GENIE S-85' BOOM LIFT	S6015A-29552
2015 GENIE S-85' BOOM LIFT	S6015A-29584
2013 GENIE S-85' BOOM LIFT (USED)	S8513-9740
WACKER COMPACTOR	2313950
VIBRATORY PLATE 2300LB	1578650
VIBRATORY PLATE 2300LB	1578664
1990 GROVE RT745 45 TON CRANE	73416
1999 LINKBELT LS218H 100 TON LATTICE BOOM CRANE	B6L18-1751
2004 GROVE 760E CRANE	223810
2004 GROVE 760E CRANE	223768
2007 LINKBELT LS298 250 TON CRAWLER CRANE	P3J7-9470
2014 LINK-BELT 298HSL 260-TON LATTICE BOOM CRAWLER CRANE	P3K4-3828
2014 LINK-BELT RTC-8080 II ROUGH TERRAIN CRANE	S4K4-3951
2014 LINK-BELT RTC-8080 II ROUGH TERRAIN CRANE	S4K4-3966
2017 LINK-BELT 238 HSL SERIES	P5K7-5247
NE RENTAL - 2015 LINK BELT CRANE	P5K5-4727



1994 INGERSOLL RAND COMPRESSOR	244339UCE328
2004 SULLAIR COMPRESSOR	004-145861
2001 JOHN DEERE 650H DOZER	TO850HX698751
2006 CAT D6N XL CRAWL TRACTOR	PAKM02325
2011 CAT D6N XL DOZER	MLW00297
2012 CAT D6N XL DOZER	LJR00517
2012 CAT D6N XL DOZER	PER00243
2012 D5K2XL DOZER (USED)	KWW00354
2016 CAT D5K DOZER	KW200663
2016 CAT D5K DOZER	KW200590
2006 CAT D5G DOZER	RKG02613
2011 JOHN DEERE 650J DOZER	1T0650JXBD205609
CAT D5K2 120HP DOZER (USED)	CATOD5K2CKYY01026
2014 CAT D5K 120HP DOZER	KYY01477
2014 CAT D5K 120HP DOZER	KYY01554
2014 CAT D5K 120HP DOZER	KYY01480
2015 CAT D5K2LGP TRACTOR	KYY01643
2015 CAT D5K2LGP TRACTOR	KYY01633
2015 CAT D6K DOZER	RST01579
2015 CAT D5K2LGP DOZER	RST01401
2015 CAT D5K2LGP DOZER	RS101334
2015 CAT D5K2LGP TRACTOR	KYY01649
SE RENTALS - CAT D6K	RST01581
2015 CAT D3K DOZER	KLL0856
2014 ICE MODEL I-46V2 DIESEL PILE HAMMER	I46130732A
2012 CAT M322 RT EXCAVATOR	D2W00352
2012 CAT M322 RT EXCAVATOR	D2W00353
2014 MILTON CAT M322D RUBBER TIRE EXCAVATOR	P2T00156
2014 MILTON CAT M322D RUBBER TIRE EXCAVATOR	P2T00210
2016 CATERPILLAR M322F RUBBER TIRE EXCAVATOR	F2Z00157
2016 CATERPILLAR M322F RUBBER TIRE EXCAVATOR	F2Z00158
2014 CAT M322D EXCAVATOR	P2T00329
2014 CAT M322D EXCAVATOR	P2T00331
2014 CAT M322D RUBBER TIRE EXCAVATOR (USED)	P2T00158
2014 CAT 322 RT EXCAVATOR	D2W00495
1988 JCB MODEL 530B HL 4WD FORKLIFT	530B-4HL/582212
2002 SKYTRAK MMV FORKLIFT	MV028
2005 DOOSAN D120 FORK LIFT	F2-00028
12K LB ROUGH TERRAIN FORKLIFT	DHW01041
2008 CLARK C60 FORKLIFT (USED)	00189776
NE RENTAL - 2017 JCB REACH FORKLIFT	2501618
1998 SKYTRAK FORKLIFT	P7939P3043



2010 NISSAN FORKLIFT	W1F4960106
21,000 GALLON BAKER STYLE FRAC TANK (USED)	SGH195SD
21,000 GALLON BAKER STYLE FRAC TANK (USED)	S1471SD
21,000 GALLON BAKER STYLE FRAC TANK (USED)	1577SD
21,000 GALLON BAKER STYLE FRAC TANK (USED)	S1470ST
1991 CATERPILLAR 120G MOTOR GRADER	87V09442
2013 JOHN DEERE 772G MOTOR GRADER (NEW)	1DW772GPEDE652457
2015 CAT 140M2 GRADER	M9D01316
2015 CAT 140M2 GRADER	M9D01318
2008 MULTIQUEIP GENERATOR DCA45USI	8201670
WHISPERWATT MQ DCA 45 KW GENERATOR	7250830
WHISPERWATT MQ DCA 25KW GENERATOR	7152061
WHISPERWATT MQ DCA 25KW GENERATOR	7152062
HONDA 5000 WATT EB-500	3120170
2014 ICE IP-7 HYDRAULIC IMPACT PILE HAMMER	IP714001
2014 ICE IP-7 HYDRAULIC IMPACT PILE HAMMER	IP714002
1998 HPSI #300 VIBRO HAMMER	1251
1999 WOOD PILE CLAMP ATTACHMENT	970420
ICE MODEL 595E HYDRAULIC POWER UNIT	P75221
2012 ICE 28C VIBRATORY DRIVER EXTRACTOR W/POWER PAC	C13175 & P05606
1992 COLEMAN MH4000 LIGHT TOWER	RD5214
2008 GENIE TML-4000N LIGHT TOWER	5D8LC141481000919
2008 GENIE TML-4000N LIGHT TOWER	5D8LC141061000917
2008 GENIE TML-4000N LIGHT TOWER	5D8LC141281000918
2008 GENIE TML-4000N LIGHT TOWER	5D8LC141081000920
2008 GENIE TML-4000N LIGHT TOWER	5D8LC141981000916
2008 GENIE TML-4000N LIGHT TOWER	5D8LC141281000921
2007 GENIE TML4000N LIGHT TOWER	5D8LC141071001001
2005 GENIE TML4000N LIGHT TOWER	5D8LC141381000376
2011 MAGNUM MLT3060M LIGHT TOWER	5AJLS161XBB012838
2011 MAGNUM MLT3060M LIGHT TOWER	5AJLS161XBB012841
2011 MAGNUM MLT3060M LIGHT TOWER	5AJLS1611BB012842
2011 MAGNUM MLT3060M LIGHT TOWER	5AJLS1613BB012843
2011 MAGNUM MLT3060M LIGHT TOWER	5AJLS1615BB012844
2012 PROGRESS SLT-800 SOLAR LIGHT TOWER	1P9B71315CR661222
2012 PROGRESS SLT-800 SOLAR LIGHT TOWER	1P9B7131XCR661247
2002 AMERICAN SIGNAL MESSAGE BOARD	1A9BS3331522228301
2002 AMERICAN SIGNAL MESSAGE BOARD	1A9BS3331722228302
2003 AMERICAN SIGNAL CMST333 MESSAGE BOARD	1A9BS333732228318
2003 AMERICAN SIGNAL CMST333 MESSAGE BOARD	1A9BS333932228319
2003 AMERICAN SIGNAL CMST333 MESSAGE BOARD	1A9BS333732228321
2004 AMERICAN SIGNAL CMS-T333 MESSAGE BOARD	1A9BS333642228151



2004 AMERICAN SIGNAL CMS-T333 MESSAGE BOARD	1A9BS333842228152
2006 AMERICAN SIGNAL CMS-T333 MESSAGE BOARD	1A9BS333562228161
2006 AMERICAN SIGNAL CMS-T333 MESSAGE BOARD	1A9BS333762228162
2006 AMERICAN SIGNAL CMS-T333 MESSAGE BOARD	1A9BS333462228269
2008 BOMAG BW177D40 VIBE ROLLER 66"	901582261043
2008 BOMAG BW177D40 VIBE ROLLER 66"	901582261019
2011 CAT CS54 ROLLER	C5R00463
2011 CAT CS54 ROLLER	C5R00457
2011 CAT CS54 ROLLER	C5R00439
2010 CAT CS56 84" VIBE ROLLER	C5S01181
2016 CAT CS568 84" VIBE ROLLER	S5600239
1989 ROSCO 2 TON STATIC ROLLER	30754
2000 ROSCO 2 TON STATIC ROLLER	37132
2000 ROSCO 2 TON STATIC ROLLER	37133
2016 CAT CB14B ROLLER	47301186
2004 JOHN DEERE 410G BACKHOE	T0410GX939659
2004 JOHN DEERE 410G BACKHOE	T0410GX939654
2011 JOHN DEERE 410J BACKHOE	1T0410JXAB0199522
2012 JOHN DEERE 410K BACKHOE	1T0410KXCCE229059
2012 JOHN DEERE 410K BACKHOE	1T0410KXLCF229073
2015 JOHN DEERE 410L BACKHOE	1T0410LXKFF284306
2015 JOHN DEERE BACKHOE LOADER 410L	1T0410LXJFF281438
2016 JOHN DEERE BACKHOE LOADER 410L	1T0410LXJGF293188
2014 CAT 420E IT BACKHOE	CAT0420FHJWJ02507
2014 CAT 420E IT BACKHOE	CAT0420FLJWJ02554
2014 CAT 420E IT BACKHOE	CAT0420FVJWJ02552
2015 CAT 420 BACKHOE	JWJ03261
2006 JOHN DEERE 644J WHEEL LOADER	DW644JX605728
2014 CAT 938K 3YD LOADER	CAT0938KESWL03089
2014 CAT 938K 3YD LOADER	CAT0938KPSWL03002
2014 CAT 950K 4YD LOADER	CAT0950KTR4A02602
2014 CAT 950K 4YD LOADER	CAT0950KKR4A02795
2015 CAT 938K LOADER	SWL04165
2015 CAT 938K LOADER	SWL04167
2015 CAT 950M LOADER	EMB00500
2015 CAT 938K LOADER	SWL04161
2015 CAT 938K LOADER	SWL04091
2008 CAT 950H LOADER	CAT0950HCK5K02511
2015 CAT 938K LOADER	SWL03664
2000 KOMATSU WA470-6 5CY WHEEL LOADER	A45005
2012 CAT 950K WHEEL LOADER	KAR4A00566
2012 CAT 950K WHEEL LOADER	CAT0950KTR4A00669



2015 CAT 938M LOADER	J3R01138
2015 CAT 950M LOADER	EMB01225
2015 CAT 950M LOADER	EMB01180
2015 CAT 950M LOADER	EMB01283
2015 CAT 950M LOADER	EMB01180
ELCO MODEL #12 ROCK SPLITTER	ELCO0212
2004 CAT CS533E 84" VIBE ROLLER	DAK00201
2004 CAT CS533E 84" VIBE ROLLER	DAK00178
2004 CAT CS533E 84" VIBE ROLLER	DAK00219
2004 CAT CS533E 84" VIBE ROLLER	DAK00193
2014 CAT CS54B 84" VIBE ROLLER	L4H00459
2014 CAT CS54B 84" VIBE ROLLER	L4H00483
2014 CAT CS54B 84" VIBE ROLLER	L4H00463
2015 CAT CS44 ROLLER	M4C00730
2015 CAT CS54 ROLLER	L4H00601
2015 CAT CS54 ROLLER	L4H00563
2015 CAT CS54 ROLLER	L4H00562
1989 BLAW KNOX ROAD WIDENER	1000607
1987 READ RD90 PORTABLE SCREENER	90367387
2013 CHIEFTAIN SCREENER (USED)	PI000066CDGD36630
LEEBOY CHALLENGER VI BROOM (USED)	83711
2015 ROSCO CHALLENGER VI BROOM	123494
2015 ROSCO CHALLENGER VI BROOM	112737
2014 ELGIN WHIRLWIND MV SWEEPER VAC	1FVACXDTXEHFU9472
1985 LONG HAUL 2 AXLE TRAILER	LH8512222
1998 MANAC 48' - 80' EAGER BEAVER TRAILER	2M5121480W1054838
1991 WELLS CARGO UTILITY TRAILER	1WC200E27M1051821
1989 LONGHAUL 16' 2-AXLE UTILITY TRAILER	EM0000042891622
2000 BIG TEX TEN FOOT TRAILER	4K8PX1028Y1E59829
2000 BIG TEX TEN FOOT PIPE UTILITY TRAILER	4K8PX1024Y1E59830
2000 BIG TEX TEN FOOT PIPE UTILITY TRAILER	4K8PX102XY1E59833
2000 WELLS CARGO FW162 TRAILER	1WC200G20Y1092035
AUTO PLUS 8' X 16' ENCLOSED TRAILER	4X4TSEV25YN014080
8' X 16' ENCLOSED TRAILER	4X4TSEV29YN014082
AUTO PLUS 8' X 16' ENCLOSED TRAILER	4X4TSEV20YN014083
AUTO PLUS 8' X 16' ENCLOSED TRAILER	4X4TSEV27YN014081
AUTO PLUS 8' X 16' ENCLOSED TRAILER	4X4TSEV24YN015799
AUTO PLUS 8' X 16' ENCLOSED TRAILER	4X4TSEV27YN015900
2002 TRAIL KING 5 TON TRAILER	1TKU016252M040188
2002 TRAIL KING 5 TON TRAILER	1TKU016232M040187
2002 CARGO EXPRESS TRAILER	4U01C10102A011400
2016 RESIER DECK OVER TRAILER (EXPENSED)	55LR1LA25GN002851



2016 INTERSTATE 40DLA TRAILER	1JKDLA405GM014720
2016 INTERSTATE 40DLA TRAILER	1JKDLA407GM014721
2016 7x12 ARISING ENCLOSED TRAILER (EXPENSED)	5YCBE121XGH033312
2016 8.5x20 ARISING ENCLOSED V-NOSE TRAILER (EXPENSED)	5YCBE2026HH037991
2017 INTERSTATE 40DLA TRAILER	1JKDLA407HM015367
2017 8.5 X 20 ARISING TRAILER (EXPENSED)	5YCBE2029HH038116
2002 FONTAINE TL50FLD 50-TON LOWBED TRAILER	13NE5140723512925
2009 FONTAINE TL55 LOWBED TRAILER	13NE5230893549645
2000 MANAC TRAILER	2M5121468Y1065423
2001 UTILITY FS2CHA FLAT DECK TRAILER	1UYFS24811A530426
2005 TALBERT 55SA 55-TON LOWBED TRAILER	40FSK854351024826
2001 POLAR 8800 (8,800 GALLON) TANK TRAILER* (USED)	1PMA1422X11024126
2010 JOHN DEERE 350D EXCAVATOR	1FF350DXCA0806993
2014 CAT 336 HYBRID 40 MT EXCAVATOR (USED)	CAT0336EJRZA00623
2014 CAT 336 HYBRID 40 MT EXCAVATOR	CAT0336ECRZA00681
2014 CAT 336 40MT EXCAVATOR	CAT0336EERZA00680
2014 CAT 349E 50MT EXCAVATOR	CAT0349ECTFG00773
2015 CAT 320ELRR EXCAVATOR	IFX01118
2015 CAT 336EL EXCAVATOR	RZA00679
2013 CAT 336EL HY EXCAVATOR	RZA00683
2015 CAT 349FL EXCAVATOR	HPD00301
2015 CAT 336 EXCAVATOR	RZA00802
2015 CATERPILLAR 314ELCR	CAT0314EPDK00524
2008 CAT 365C EXCAVATO	MCS00463
2012 CAT 336E EXCAVATOR	BZY1533
2012 CAT 336E EXCAVATOR	BZY1529
2012 CAT 336E EXCAVATOR	BZY1537
2012 CAT 349E EXCAVATOR	MPZ00318
2012 CAT 349E EXCAVATOR	MPZ00475
2015 CAT 321D EXCAVATOR	MPG01230
2016 CATERPILLAR 325F CR EXCAVATOR	XAA00210
2016 KOMATSU PC226USLC-10 EXCAVATOR	1777
2016 CAT 325F EXCAVATOR	XAA00246
GME 4M814 8' X 14' TRENCH BOX	
8' X 24' TRENCH BOX	
8' x 24' TRENCH BOX W/6" WALLS	
6' x 24' TRENCH BOX W/4" WALLS	
8' x 14' TRENCH BOX W/4" WALLS	
6' x 14' TRENCH BOX W/4" WALLS	
8' x 18' TRENCH BOX W/4" WALLS	
6' X 4' BASIC TRENCH BOX	
6' X 6' TITAN 3 LITE UTILITY TRENCH BOX	



6' X 8' TITAN 3 LITE UTILITY TRENCH BOX	
8' x 12' GME TRENCH BOX W/3' SPREADERS	
6' x 6' GME TRENCH BOX W/3' SPREADERS	
TRENCH BOX 8' X 20' (EXPENSED)	UM16071354G
TRENCH BOX 8' X 20' (EXPENSED)	UM16071355G
2015 CUSHMAN 1600 4X4 DIESEL UTILITY VEHICLE	PY8100132
2015 CUSHMAN 1600 4X4 DIESEL UTILITY VEHICLE	PY8100143
2015 CUSHMAN 1600 4X4 DIESEL UTILITY VEHICLE	PY8100156
2007 WYLIE UTILITY TRAILER	5VUTW13287L000107
PULLMASTER H18 SPUD WINCH	
PULLMASTER H18 SPUD WINCH	
2014 PULLMASTER H18 SPUD WINCH	
2014 PULLMASTER H18 SPUD WINCH	
1999 MILLER BIG 40 DC WELDER	KK102570
MILLER 250 AMP WELDER (MAIN SHOP)	KA911181
1999 BIG BLUE 251D WELDER	KK159994
1999 BIG BLUE 251D WELDER	KK173380
MILLER BIG BLUE 251D WELDER (MAIN SHOP)	KK173381
MILLER BIG BLUE 251D WELDER (MAIN SHOP)	KK296084
2000 LINCOLN 500 COMMANDER WELDER	U1990219723
MILLER BIG 40 WELDER	LA154845
MILLER BOBCAT 225G PLUS 225 AMP WELDER (MAIN SHOP)	KH302437
MILLER DUO 700 WELDER	
MILLER DUO 700 WELDER	
2012 MILLER BIG BLUE 400D WELDER	MC430104E
2012 MILLER BIG BLUE 400D WELDER	MC430106E
2013 MILLER BOBCAT 250 AMP WELDER	MD070252R
2013 MILLER BOBCAT 250 AMP WELDER	MD120338R
2014 MILLER BIG BLUE 400D WELDER	ME120042E
2014 MILLER BIG BLUE 400D WELDER	ME120058E
2014 MILLER BIG BLUE 400D WELDER	ME120027E
2014 MILLER BIG BLUE 400D WELDER	ME120056E
TRAILBLAZER 325 DIESEL WELDER (EXPENSED)	MG080522R
TRAILBLAZER 325 DIESEL WELDER (EXPENSED)	MG050623R
2016 MILLER TRAILBLZER 325D WELDER	MG170292R
2007 POWER PRIME 4" WATER PUMP	607046
2011 POWER PRIME 4" WATER PUMP	611575
THOMPSON 6" WATER PUMP	6HTC-264
THOMPSON 6" WATER PUMP	6HTC-263
2015 THOMPSON 32HPU-DJDS-45T	32HPU-648
2015 THOMPSON 32HPU-DJDS-45T	32HPU-649
2007 CAT 613WW WATER WAGON	8LJ03341



2016 8" ROADTEC RP-175E RUBBER TIRE PAVER	RP-175EX4020
1999 MACK RD688S TRI-AXLE DUMP	1M2P267C0XM045286
2004 MACK CV713 TRIAXLE DUMP	1M2AG11C64M010458
2004 MACK CV713 TRIAXLE DUMP	1M2AG11C24M010456
2004 MACK CV713 TRIAXLE DUMP	1M2AG11C44M010457
2004 MACK CV713 TRIAXLE DUMP	1M2AG11C04M010455
2005 MACK CV713 TRIAXLE DUMP	1M2AG11C55M035840
2005 MACK CV713 TRIAXLE DUMP	1M2AG11C75M035841
2005 MACK CV713 TRIAXLE DUMP	1M2AG11C95M035842
2005 MACK CV713 TRIAXLE DUMP	1M2AG11C05M035843
2005 MACK CV713 TRIAXLE DUMP	1M2AG11C25M035844
2007 MACK CV713 TRIAXLE DUMP	1M2AG11C77M063352
2007 MACK CV713 TRIAXLE DUMP	1M2AG11C97M063353
2007 MACK CV713 TRIAXLE DUMP	1M2AG11C07M063354
2007 MACK CV713 TRIAXLE DUMP	1M2AG11C27M063355
2007 MACK CV713 TRIAXLE DUMP	1M2AG11C47M063356
2007 MACK CTP713B TRIAXLE DUMP	1M2AT13C17M002183
2007 MACK CTP713B TRIAXLE DUMP	1M2AT13C37M002184
2007 MACK CTP713B TRIAXLE DUMP	1M2AG13C77M002236
2007 MACK CTP713B TRIAXLE DUMP	1M2AT13C48M003652
2007 MACK CTP713B TRIAXLE DUMP	1M2AT13C48M003653
2013 MACK GU813 TRIAXLE DUMP	1M2AX13C3DM020880
2013 MACK GU813 TRIAXLE DUMP	1M2AX13C5DM020881
2013 MACK GU813 TRIAXLE DUMP	1M2AX13C7DM020882
2013 MACK GU813 TRIAXLE DUMP	1M2AX13C9DM020883
2013 MACK GU813 TRIAXLE DUMP	1M2AX13C0DM020884
2016 MACK GU813 TRI-AXLE	1M2AX13C3GM060073
2016 MACK GU813 TRI-AXLE	1M2AX13C5GM060074
2016 MACK GU813 TRI-AXLE	1M2AX13C7GM060075
2016 MACK GU813 TRI-AXLE	1M2AX13C9GM060076
2016 MACK GU813 TRI-AXLE	1M2AX13C0GM060077
2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C1HM037277
2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C3HM037278
2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C5HM037279
2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AC13C1HM037280
2017 MACK GU813 TRI-AXLE DUMP TRUCK	1M2AX13C3HM037281
2012 INTERNATIONAL 7300 DISTRIBUTOR TRUCK	1HTZZAAN2CJ656744
2015 LEEBOY ROSCO MAXIMIZER	1FVACXDT17GHHHC8082
2017 LEEBOY MAXIMIZER III DISTRIBUTOR TRUCK	1FVACXDT11HHH29865
2002 EAGER BEAVER 50 GSUPT TRAILER	112SEZ51636059373
2005 TRAILBOSS 50 TON TRAILER	4SODK533851001880
2005 EAGER BEAVER 50GS TRAILER	112SE25165L068495



2009 INTERSTATE 12BST TRAILER	1JKBST1209M010542
2016 TOWMASTER T-12DT TRAILER	4KNTT1424GL162011
2016 TOWMASTER T-12DT TRAILER	4KNTT1426GL162012
2001 MACK CH613 TRACTOR	1M1AA18Y21W133231
2006 MACK CV713 LOWBED TRACTOR	1M2AG10Y06M042550
2006 MACK CV713 LOWBED TRACTOR	1M2AG10Y26M042551
2015 MACK TRACTOR CHN613	1M1AN07Y3FM018110
2018 ROADTEC RX700E MILL	RX700E-4X2078
2013 ROADTEC RX600e COLD PLANER	RX-600E-4X2027
2008 CAT AP655D PAVER	GNZ00288
2007 ROADTEC RP-195 PAVER	RP195X162
2011 ROADTEC RP190 RUBBER TIRE PAVER	RP190X400
2015 ROADTEC RP-190 10' RUBBER TIRE PAVER	RP190EX4024
2016 ROADTEC RP190 10' RUBBER TIRE PAVER	RP190EX4047
2016 ROADTEC RUBBER TIRE PAVER	RP190EX4
2008 ROADTEC SHUTTLE BUGGY SB2500D	SB2500DX990
2007 HYPAC C340C STATIC ROLLER	901C14603463
2014 WEILER C307 SPLIT DRUM ROLLER	C1050
2013 BLAW-KNOX PTC15 RUBBER TIRE ROLLER	100725
2013 BLAW KNOX PTC15 RUBBER TIRE COMPACTOR	100726
2007 BOMAG BW24RH COMPACTOR	101538001050
2007 ROSCO 915 COMPACTOR	47900
2007 LEEBOY SWEEP-PRO	46926
2012 LEEBOY CHALLENGER V PUSH BROOM	4870-76970
2012 LEEBOY CHALLENGER V PUSH BROOM	4870-76971
2015 ROSCO CHALLENGER VI BROOM	123495
2015 CHALLENGER VI BROOM	129582
2015 CHALLENGER VI BROOM	129583
2000 INTERNATIONAL 47000 4X2 TOOL TRUCK	1HTSCAAM5YH312127
2003 INTERNATIONAL 4300 TOOL TRUCK	1HTMMAAM13H589310
2005 INTERNATIONAL 4300 TOOL TRUCK	1HTMMAAM85H101926
2006 INTERNATIONAL 4300 TOOL TRUCK	1HTMMAAN36H305625
2004 CAT CB534DXW ROLLER	EAA00263
2004 CAT CB534DXW ROLLER	EAA00304
2005 CAT CB534D ROLLER	EAA00336
2005 CAT CB534D ROLLER	EAA00450
2005 CAT CB534D ROLLER	EAA00470
2007 CAT CB534DXW VIBE ROLLER	EAA00530
2007 CAT CB534DXW VIBE ROLLER	EAA00482
2007 CAT CB534DXW VIBE ROLLER	EAA00547
2008 HAMM HD120 12 TON PAVING ROLLER	H1820065
2008 HAMM HD120 12 TON PAVING ROLLER	H1820093



2008 JOHN DEERE 332 SKID STEER LOADER	100332E176183
2015 CAT 262D SKID STEER	DTB03708
2015 CAT 262D SKID STEER	DTB03716
2012 ELGIN BROOM BEAR	1HTMMAAN9BJ434682
2015 ELGIN BROOM BEAR	1FVACXCY4GHGW1801
2016 ELGINE BROOM BEAR	1FVACXCY7GHHR3676
2015 EAGER BEAVER 50GSL/PT	112SE489FL080382
2016 TOWMASTER 16' SKIDSTEER TRAILER	4KNTT1429GL160545
2016 TOWMASTER 16' SKIDSTEER TRAILER	4KNTT1429GL160764
2012 FORD ESCAPE	1FMCU0DG8CKC47246
2011 FORD F150 4X4 SUPERCAB	1FTFX1ETXBKD45509
2011 FORD F150 4X4 SUPERCAB	1FTFX1ET6BKD45510
2011 FORD F150 4X4 SUPERCAB	1FTFX1E71BKD45513
2012 FORD F150 XL (LUP699)	1FTMF1EM4CKD62312
2012 FORD F150 XL (LUP703)	1FTMF1EM8CKD62314
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG2GKE84978
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG4GKE84979
2016 FORD F150 XL SUPERCAB 4X4	1FTFX1EG2GKE84981
2005 CHEVROLET SILVERADO 3500	1GBJC39265E186594
2005 CHEVROLET SILVERADO 3500	1GBJC39275E286622
2012 FORD F250 XL 4X2 SUPERCAB	1FD7X2A63CEB81977
1995 INTERNATIONAL 4700 WATER TRUCK	1HTSCAAN1SH668056
1996 INTERNATIONAL 4700 WATER TRUCK	1HTSCAAN4TH320818
1999 MACK RD688S WATER TRUCK	1M2P267C2XM045290

February 7, 2017

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

**ADDENDUM NO. 1 / IFB NO. Y17-1004-RM  
ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT  
BERMS**

**Revised Bid Opening Date: February 14, 2017**

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, deletions are indicated by ~~strikethrough~~.

**A.** The Bid Opening Date is changed from ~~February 9, 2017 at 2:00 P.M.~~ to February 14, 2017 at 2:00 P.M.

**B.** **The following are responses to bidder's inquiries.**

1. The Instructions refer to Attachment C-4 as a Contact Log, however Attachment C-4 states Contract Log. Please consider revision to prevent misrepresentation of communication between M/WBE Contractors and Prime Contractors.

**Response:** The attachment C-4 of the IFB title has been changed to read GOOD FAITH EFFORT M/WBE CONTACT LOG.

2. The technical provisions state "no rubber no polymers are required." The name of the contract is "Asphalt Milling and Resurfacing with 'Friction Course' and Asphalt Berms" and the bid form calls for FC-9.5. All mixes used under this contract shall be FDOT approved, however there is not any type of Friction Course mix without Polymer or Rubber. Please see FDOT Spec 334 & 337. Please clarify the type of mix required for bid items 5, 6, 28, 29, 50, and 51.

**Response:** In consistency with Orange County Road Specifications, asphalt rubber binders (such as ARB-5 and ARB-12) shall not be used as asphalt binders. However, PG76-22 asphalt binder meeting the requirements of 916 FDOT Standard Specifications for Road and Bridge Construction can be used.

Paragraph 2, Page H-2, is revised to: "All mix designs shall be FDOT approved. The Type SP 12.5 and SP FC 9.5 asphalt mixes shall be Traffic Level C no more than 25% RAP content. ~~No rubber no polymers are required.~~ **Asphalt rubber binders shall not be used.**

3. Item 3.8 in Technical Provisions states the curb reveal milling area is based on the width of the paver. Should this area be based on the width of the mill? Please clarify.

**Response:** As described in Part H, Item 2.5.1, the curb reveal milling will be accomplished by milling one (1) pass with a 6-foot milling machine to a depth of 1.5-inch below the curb line and tapering to 0-inch at the inside of the cut. Therefore, Part H, Item 3.8 is being revised to:

**3.8 Curb Reveal Milling of Existing Asphalt (Square Yard)** – (based on the width of the paver mill no less than 6')- Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to curb reveal mill existing asphalt pavement, as specified, prior to resurfacing.

4. Are temporary stop bars required for this project? There are no items for painted stop bars.

**Response:** The temporary stop bars would be included as part of the "pavement markings 6" (paint white/yellow)" per linear foot, as described in Part H, item 3.15. All pavement markings shall be 6-inches; stop bars will be paid as 6-inch lines multiplied by the amount of lines needed to complete (i.e. 6" line x 4 lines = 24" stop bar).

5. How are the hours calculated for Law Enforcement payment?

**Response:** Hours for Law Enforcement will be paid as hours on site for the required traffic control as specified in Part H, Item 3.18: "Law enforcement officials shall be present during night time work and any time when controlling traffic at signalized intersections". Unless requested by the County, any other daytime hours for Law Enforcement will be the contractor's responsibility, since in general it is each contractor's responsibility to maintain a safe work zone in their projects.

6. Per Section 34 the contractor is responsible for all permits from agencies other than Orange County. Since the locations of work in the term contract is not known, how can contractor be expected to procure all permits per Section 34, Part B?

**Response:** Orange County will be responsible for paying for any and all permits, licenses, and fees imposed on the Work/Project by agencies of the Orange County Board of County Commissioners. This does not alleviate the Contractor from obtaining the permits.

Costs associated with normal operations but not limited to (NOI's, spill prevention plans (SPCC), stormwater pollution prevention plans), shall be included in the unit prices. Bidders shall take this into consideration at the time of bidding since additional compensation will not be provided for these items once the contract is awarded.

7. On sheet H-2 of the bid documents it states "All mix designs shall be FDOT approved. The Type SP 12.5 and SP FC 9.5 asphalt mixes shall be Traffic Level C no more than 25% RAP content. No rubber no polymers are required". FDOT approved FC 9.5 asphalt has 20% RAP content and contains polymer additives. Is it the county's intent for the FC 9.5 to contain no more than 25% RAP content with no rubber/polymer additives which will not be an FDOT approved mix or for the FC 9.5 to have 20% RAP and contain polymer additives which is an FDOT approved mix?

**Response:** See response to question# 2 in this addendum.

**C. All other terms, conditions and specifications remain the same.**

**The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.**

**Receipt acknowledged by:**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name of Firm**

**GOOD FAITH EFFORT M/WBE CONTACT LOG (See Part C, SECTION 3, Paragraph E-iii)**  
 (Required only if Good Faith Effort Documentation is being provided as part of this Bid)

IFB No/ Project Name

Firm's Name/Address	Contact Info: E-mail, Phone and /or fax	Scope of Work (Work to be performed/Trade/or Commodity Supplied)	Date	Name of Person Contacting Firms	Firm to Bid (Y or N)	Date & Time Quote Received	Notes

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. **False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525 (3), Florida Statutes.** I, \_\_\_\_\_, (Signature off Authorized Agent),  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Printed Name, Title, and Date)

\*\*\*\*\*  
IFB NO. Y17-1004-RM

ISSUED: January 9, 2017

**INVITATION FOR BIDS  
TERM CONTRACT FOR  
ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT  
BERMS**

\*\*\*\*\*

**Mail or Hand Deliver**

**ORIGINAL BID FORM & THREE (3) COMPLETE COPIES**

**By February 9, 2017**

**To:**

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA  
INTERNAL OPERATIONS CENTRE II  
PROCUREMENT DIVISION  
400 E. SOUTH STREET – 2<sup>nd</sup> FLOOR  
ORLANDO, FLORIDA 32801**

**Bid Opening:**

**February 9, 2017 - 2:00 PM**

**Internal Operations Centre II  
Procurement Division, 2<sup>nd</sup> Floor  
Orlando, Florida 32801**

**Non-Mandatory Pre-Bid Conference - January 20, 2017 - 1:00 P.M.  
Roads & Drainage Division, Conference Room 317  
4200 S. John Young Parkway, Orlando, FL. 32839  
Interested bidders are encouraged to attend.**

**NOTICE TO BIDDERS/OFFERORS**

To ensure that your Bid/proposal 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 **Rolando Melo** at **407/836-5644** or email to [Rolando.Melo@ocfl.net](mailto:Rolando.Melo@ocfl.net).

\*\*\*\*\*  
**PART A**  
\*\*\*\*\*

**TABLE OF CONTENTS  
TERM CONTRACT**

<u><b>PART</b></u>	<u><b>DESCRIPTION</b></u>	<u><b>PAGE</b></u>
<b>A</b>	<b>INVITATION FOR BIDS</b>	<b>PART A</b>
<b>B</b>	<b>NOTICE</b>	<b>PART B</b>
<b>C</b>	<b>INSTRUCTIONS TO BIDDER</b>	
	1. GENERAL	C-1
	2. PREPARATION AND SUBMISSION OF BIDS	C-1
	3. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE	C-3
	4. BID PREFERENCE FOR REGISTERED SERVICE-DISABLED VETERANS (SDV)	C-9
	5. BID ERRORS	C-9
	6. DEVIATIONS	C-9
	7. SUBSTITUTE MATERIAL AND EQUIPMENT	C-10
	8. REQUESTED INFORMATION/DESCRIPTIVE LITERATURE	C-10
	9. AWARD OF CONTRACT/REJECTION OF BIDS	C-10
	10. POSTING OF RECOMMENDED AWARD	C-11
	11. CONTRACT DOCUMENTS	C-12
	12. MODIFICATION/ALTERATION OF SOLICITATION	C-12
	13. LAWS AND REGULATIONS	C-12
	14. REQUIRED DISCLOSURE	C-12
	15. EXECUTION OF WRITTEN CONTRACT	C-13
	16. LICENSING REQUIREMENTS	C-13
	17. SECURITY FORFEITURE	C-13
	18. PERFORMANCE BOND AND PAYMENT BOND	C-14
	19. QUALIFICATIONS OF SURETY COMPANIES	C-14
	20. TRENCH SAFETY ACT	C-15
	21. DRUG FREE WORKPLACE	C-15
	22. BID TABULATION AND RECOMMENDED AWARD	C-15
	23. INDEMNIFICATION FOR TORT ACTIONS	C-15
	24. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)	C-16
	25. PUBLIC ENTITY CRIME STATEMENT	C-16
	26. SUBCONTRACTOR/SUPPLIER INFORMATION	C-16
	27. SUBCONTRACTOR'S PAST PERFORMANCE	C-16
	28. REFERENCES	C-17
	29. UNIT PRICES	C-17
	30. EVALUATION OF OPTIONS	C-17
	31. UNBALANCED PRICING	C-17
	32. BID AND RELATED COSTS	C-18
	33. SOLICITATION CANCELLATIONS	C-18
	34. LICENSES/PERMITS/FEEES	C-18
	35. BID ACCEPTANCE PERIOD	C-18
	36. EQUAL OPPORTUNITY	C-18
	37. ETHICS COMPLIANCE	C-19
	38. TOBACCO FREE CAMPUS	C-19
	39. VERIFICATION OF EMPLOYMENT STATUS	C-20
	40. PROPRIETARY INFORMATION	C-20

<u>PART</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<b>D</b>	<b>BID FORM</b>	
	OFFICIAL BID FORM	D-1
	NON-COLLUSION AFFIDAVIT	ATTACHMENT A
	REQUIRED DISCLOSURE	ATTACHMENT B
	M/WBE REQUIREMENTS	ATTACHMENT C
	COMPLIANCE WITH TRENCH SAFETY ACT	ATTACHMENT D
	REFERENCES	ATTACHMENT E
	SPECIFIC PROJECT EXPENITURE PROJECT	ATTACHMENT F
	RELATIONSHIP DISCLOSURE FORM	ATTACHMENT G
	EMPLOYMENT VERIFICATION CERTIFICATION	ATTACHMENT H
	BID BOND	EXHIBIT 1
<b>E</b>	<b>CONSTRUCTION CONTRACT</b>	
	CONTRACT FORM	E- 1
	PERFORMANCE BOND	E- 6
	PAYMENT BOND	E- 9
	RELEASE OF LIEN	E-13
	CHANGE ORDER FORM	E-15
	DRUG-FREE WORKPLACE FORM	E-16
<b>F</b>	<b>GENERAL CONDITIONS</b>	
	ARTICLE 1 - CONTRACT	F-1
	ARTICLE 2 - DEFINITIONS	F-1
	ARTICLE 3 - ASSIGNMENT OF CONTRACT	F-3
	ARTICLE 4 – QUOTES, DO AMOUNT, PERFORMANCE PERIOD ETC.	F-3
	ARTICLE 5 - INTERPRETATIONS AND INTENT	F-4
	ARTICLE 6 - REFERENCE POINTS	F-4
	ARTICLE 7 - BONDS AND INSURANCE AND INDEMNIFICATION	F-5
	ARTICLE 8 - CONTRACTOR'S RESPONSIBILITIES	F-11
	ARTICLE 9 - WORK BY OTHERS AND UTILITY COORDINATION	F-16
	ARTICLE 10 - PROJECT OWNER'S STATUS	F-18
	ARTICLE 11 - CHANGES IN THE WORK	F-18
	ARTICLE 12 - CHANGE OF CONTRACT PRICE/DELIVERY ORDER	F-19
	ARTICLE 13 - CHANGE OF CONTRACT PERFORMANCE PERIOD	F-20
	ARTICLE 14 - WARRANTY/ACCEPTANCE OF DEFECTIVE WORK	F-20
	ARTICLE 15 - WARRANTY AND PAYMENT	F-23
	ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION	F-26
	ARTICLE 17 – VERBAL ORDERS	F-28
	ARTICLE 18 – MAINTENANCE AND EXAMINATION OF RECORDS	F-28
	ARTICLE 19 - FEDERAL REQUIREMENTS	F-30
	ARTICLE 20 - MINORITY/WOMEN OWNED BUSINESS	F-30
	ARTICLE 21 - ASBESTOS FREE MATERIALS	F-32

ARTICLE 22 - CONDITION OF MATERIALS & PACKAGING	F-32
ARTICLE 23 - NO ASSIGNMENT OF AGREEMENT	F-33
ARTICLE 24 - CONSTRUCTION TERM CONTRACT	F-33
ARTICLE 25 - CONTRACT TERM/RENEWAL	F-33
ARTICLE 26 - OPTION TO EXTEND TERM	F-33
ARTICLE 27 - INTERIM EXTENSION OF PERFORMANCE	F-33
ARTICLE 28 - MINIMUM/MAXIMUM DELIVERY ORDER	F-34
ARTICLE 29 - ISSUANCE AND ADMINISTRATION OF ORDERS	F-34
ARTICLE 30 - VARIATION IN ESTIMATED QUANTITY	F-34
ARTICLE 31 - MISCELLANEOUS	F-34
ARTICLE 32 - CONTRACT CLAIMS	F-35
ARTICLE 33 - VALUE ENGINEERING	F-35
ARTICLE 34 - CONTRACT TYPE	F-38
ARTICLE 35 - PATENTS AND ROYALTIES	F-39
ARTICLE 36 - OWNER DIRECT PURCHASES	F-39
ARTICLE 37 - PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)	F-40
ARTICLE 38 - MULTIPLE AWARDS	F-41

**G SUPPLEMENTAL CONDITIONS/SPECIAL PROVISIONS G-1 – G-7**

**H TECHNICAL SPECIFICATIONS H-1 – H-11**

**THIS PAGE LEFT INTENTIONALLY BLANK**

ISSUED: January 9, 2017

**NOTICE  
INVITATION FOR BIDS (IFB) NO. Y17-1004-RM**

**ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT  
BERMS**

Sealed Bid offers (Original Bid Form and three (3) complete copies) for furnishing the above will be accepted up to **2:00 PM, February 9, 2017**, in the Internal Operations Centre II, the Procurement Division, 2nd Floor, 400 E. South Street, Orlando, FL 32801. Bids will be opened shortly thereafter in the Second Floor Conference Room, Orange County Internal Operations Centre II.

Bid Documents may be obtained from the **Orange County Procurement Division at the above address, Phone: (407) 836-5635.**

NOTE: Bid documents are now available for downloading from the internet at [orangecountyfl.net](http://orangecountyfl.net).

The IFB contains all required documents for this solicitation. No other technical specifications, drawings or other documents are required.

**A Non-Mandatory Pre-Bid Conference** will be held on **January 20, 2017, 1:00 P.M., at Roads & Drainage Division, Conference Room 317, 4200 S. John Young Parkway, Orlando, FL. 32839.** Interested bidders are encouraged to attend.

**SCOPE OF WORK:** 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.

**LOCATION ADDRESS:** Work shall be performed on an as needed basis at any location throughout Orange County, Florida.

Carrie Woodell, MPA, CFCM, CPPO, C.P.M., CPPB, APP  
Manager, Procurement Division

**THIS PAGE LEFT INTENTIONALLY BLANK**

## PART C - INSTRUCTION TO BIDDERS

### 1. GENERAL:

- a. The term County used herein refers to the Board of County Commissioners, Orange County, Florida, or its duly authorized representative.
- b. The term Bidder used herein refers to the contractor, or business organization submitting a Bid to the County in response to this Invitation for Bids.

### 2. PREPARATION AND SUBMISSION OF BIDS:

- a. Form of Proposal: Each Bidder shall submit the Bid in four parts (original Bid Form, marked original, with attachments and three (3) copies of the Bid Form and all attachments) and indicate his base Bid price and any alternative(s) that may be included in the proper space(s).

The base Bid is the sum of all pay item totals and the County reserves the right to correct errors in pay item totals arising from incorrect extensions. See "**Bid Errors**", Item 5.

- b. All Bids, proposals or quotations, unless otherwise specified, must be delivered in a sealed envelope, either mailed or hand carried, to the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2<sup>nd</sup> Floor, Orlando, Florida 32801, prior to the Bid opening time as specified in Part B. Bids received after the date and time specified will be returned unopened. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any Bids.

**Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.**

The delivery of said Bid to the Procurement Division prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the Bidder. The County shall not be responsible for delays in delivery to the Procurement Division caused by the United States Postal Service or courier service, delivery to any other County Office or delays caused by any other occurrence. The Bid delivery time will be scrupulously observed. Bid proposals received after the delivery time specified will not be considered.

**The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance).**

- (1) Invitation for Bid Number
  - (2) Hour and Date of Opening
  - (3) Name of Bidder
  - (4) Return address of the Bidder
- c. Bids will be publicly opened in the Procurement Division Conference Room, 2<sup>nd</sup> Floor of the Orange County Internal Operations Centre II, 400 E. South Street, Orlando, Florida.
- d. All Bid proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a firm is a Bidder, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the Bid proposal as agent must file with it legal evidence of signature authority. Bidders who are nonresident corporations shall furnish to the County a duly certified copy of their permit to transact business in the State of Florida along with the Bid Proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Bid Proposal.
- e. The Bidder is solely responsible for reading and completely understanding the requirements and the specifications of the solicitation.
- f. Bid proposals may be withdrawn by written or telecopied requests dispatched by the Bidder and received by the Manager of the Procurement Division before the time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid proposal is not grounds for withdrawal or modification of a Bid proposal after such Bid proposal has been opened by the County. A Bidder may not withdraw or modify a Bid proposal after the appointed Bid proposal opening and such Bid proposal must be in force for **ninety (90)** days after the Bid opening. Bidders may not assign or otherwise transfer their Bid proposals.
- g. At the time and place fixed for the opening of Bid proposals (see above), every Bid proposal properly delivered within the time fixed for receiving Bid proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present, in person or by representative. Opened Bids shall remain confidential for thirty days after Bid opening or upon posting of the recommended award, whichever comes first.
- h. A Bid, Payment and Performance Bond are a requirement of the IFB when the bid/contract amount exceeds \$100,000.

If Bid security is required by Paragraph h. of this Section, submission of an original Bid Bond (copy not acceptable) completed and signed by all required parties and submitted on the form provided in Exhibit 1 to the Bid Proposal (Part D), or in the alternative, a Certified Check, a Cashier's Check shall be required to accompany each Bid proposal in a stated dollar amount of not less than ten (10%) percent of the total estimated Contract amount for the first Contract year. Submittal of a Bid Bond less than ten percent (10%) of the total estimated Contract amount for the first Contract year shall result in rejection of the bid. **Any submitted Bid Bond must be submitted to the County in duplicate.** The duplicate copy must be a photographic reproduction of the completed form set forth in the Contract Documents and clearly marked "COPY". **Failure to submit the Bid Bond on the form provided in Exhibit 1 to the Bid Proposal (Part D) shall result in rejection of the bid.**

In order to be acceptable to the County, the Surety company issuing the Bid Bond as called for in this Invitation for Bids, shall meet and comply with the minimum standards described in Part C, Section 19, "Qualifications of Surety Companies". **Failure to submit a Bid Bond from a Surety Company meeting these minimum standards shall result in rejection of the bid.**

Certified Checks or Cashier's Checks shall be drawn on a solvent bank or trust company to the order of The Board of County Commissioners and shall have all necessary documentary revenue stamps attached, if required by law. Personal checks are not acceptable to the County. See Section 19, "Qualifications of Surety Companies" for additional requirements.

- i. A pre-Bid conference will be held at the time and location shown in the Notice, Part B of this Bid package.
- j. No oral interpretation of the meaning of the plans, specifications, or other Contract documents shall be considered binding. Every request for interpretation shall be in writing addressed to **Rolando Melo, Email [Roladno.Melo@ocfl.net](mailto:Roladno.Melo@ocfl.net)**. To be given consideration, such requests must be received Ten (10) days prior to bid opening.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be available for downloading from the Internet at [orangecountyfl.net](http://orangecountyfl.net). All addenda so issued shall become part of the Contract Documents and receipt shall be acknowledged on the Bid Form, Part D, 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.

### 3. MINORITY/WOMEN OWNED BUSINESS ENTERPRISES:

- a. To provide for the participation of certified minority and women owned businesses (M/WBE's) in the County's procurement of construction services, Bidders submitting bids to the County are urged to comply with M/WBE subcontracting goals established by the County Minority/Women Business Enterprise Ordinance, No. 94-02 and amended by Ordinance No.2009-21. The overall goal for all bids (inclusive of all additive and deductive alternates) is 25% participation for M/WBE subcontractors and suppliers. Upon Contract award the Contractor must meet the M/WBE expenditure required by the Contract. **Each M/WBE utilized to meet the project goal must be listed as a subcontractor on Attachment C-2. If there are any pre-qualifications required by the firm, then this must be provided to the M/WBE when they are solicited for interest in the bid. This required information must be completed prior to bid submittal.**

The Ordinance also addresses minority/women group employment levels setting goals to encourage each Bidder to maintain 18% minority and 6% women employees.

**Note:** Only 50% of material/supply dollars purchased from M/WBE distributors is applied toward the goals for minority and women business enterprise participation on construction projects. Bidder shall list the total amount of material/supply dollars to be purchased from each M/WBE distributor on the Subcontractor/Supplier Page (Attachment C-2). **The County will calculate the actual dollars applied toward the goals.**

#### b. NOTICE: Goals for bids under \$100,000

There are M/WBE goals for all bids including bids for IFB estimated to be less than \$100,000 (inclusive of all additive and deductive alternates).

#### c. M/WBE Bidders competing as primes

If an M/WBE firm bidding as a prime certifies with his/her bid that it will self-perform 51% percent or more of the project, as evidenced by Attachment C-2, then that firm will not be required to comply with the M/WBE subcontracting goals. **Failure to include the percentage of work and the scope of work to be self-performed, and the dollar amount for the work an M/WBE Bidder competing as a prime intends to self-perform will result in the M/WBE Bidder receiving zero M/WBE participation for the bid.**

**However, if the M/WBE Bidder will not be self-performing at least 51% percent of the project, then he/she must comply with the M/WBE participation goal, and good faith effort documentation required from non-M/WBE Bidders to receive M/WBE compliance consideration.**

d. **Subcontracts/Purchase Orders**

The successful Bidder shall provide a copy of all fully executed subcontracts and/or purchase orders issued to M/WBE's listed on Attachment C-2 to the Business Development Division Liaison. Submittal of these subcontracts/purchase orders is a condition precedent to execution of the prime Contract by the County.

The Contractor **must** include a Prompt Payment Clause (reference Part F, Article 21, paragraph B) in all subcontracts and purchase orders. The Contractor should include in the subcontracts that they are contingent upon execution of the prime Contract.

The County may, at its discretion, require copies of subcontracts/purchase orders for the non-M/WBE's listed on Attachment C-2. However, if this option is not exercised, the Contractor **must** provide a list of all non-M/WBE Subcontractors and suppliers certifying that a prompt payment clause has been included in that Contract or purchase order.

e. **Good Faith Effort Documentation Requirements -**

If the established goals (reference paragraph 3.a above) are not achieved, to maximize consideration for MWBE participation, Bidders **must** provide with the bid sufficient documentation to substantiate that **ALL FIVE** of the mandatory efforts listed below were undertaken. Bidders meeting or exceeding the goals need not provide good faith effort documentation. Refer to paragraph f for the sliding scale for enforcement of the good faith effort document.

i. If a bidder desires to meet the good faith effort documentation requirements he/she must provide written notice to certified M/WBEs as it relates to the scopes of services in the bid documents that the Bidder intends to subcontract. The notice shall be by e-mail or fax, no fewer than seven (7) calendar days prior to bid or proposal opening. All e-mails and faxes shall include the legal name of the M/WBE firm. The notice **shall** advise the M/WBE's:

- a. that their interest in the contract is being solicited;
- b. of the specific work the Bidder intends to subcontract
- c. how to obtain information about and review the contract plans and specifications;
- d. about information on bonding, insurance and other pertinent requirements;

**All requirements as it relates to the bonding, insurance and pre-qualifications must be given to the M/WBE's at the time the notice is provided. This information must be received and decisions to utilize the M/WBE must be known and denoted on Attachment C-2 prior to the bid submittal.**

- e. the deadline for bid or proposal submissions to the Bidder and the bid due date to the County;
  - f. 24 hours notice of any addenda.
- ii. If M/WBE goals were not achieved, the bidder shall provide an explanation as to why the scopes of service listed in the bid documents were not subcontracted on Attachment C-2.
  - iii. Bidders shall follow up initial submittals of interest by contacting M/WBEs and documenting using a **contact** log, which shall include the firm's name address, contact information (e-mail, telephone and/or fax numbers), scope of work requested, the date, name of person making the effort, denote if M/WBEs will bid, time quote received and notes denoting if plans and specifications were sent. Each bidder shall use the standardized contact log, Attachment C-4.
  - iv. In instances where a non-minority/non-woman contractor is listed for work for which M/WBE availability exists, the Bidder shall submit **ALL** quotations received from M/WBEs **AND** the listed non-M/WBE **within twenty-four (24) hours, if it is determined that the bidder is one of the three (3) apparent low Bidders.** The Bidder shall provide an explanation as to why the M/WBE's quotations were not accepted.

Receipt of a lower quotation from a non-M/WBE prior to bid opening will not in itself excuse a Bidder's failure to meet M/WBE participation goals. However, a Bidder's good faith effort obligation does not require a Bidder to accept a quotation from a M/WBE which is an unreasonable price. For the purpose of this subsection, "unreasonable price" means a price above (or below) competitive levels which cannot be attributed to the M/WBE's attempt to cover costs inflated by the present effect of discrimination.

- v. Bidder shall contact the Business Development Division Liaison for guidance and assistance as a resource to obtain M/WBE's available to be utilized for participation.

***If the Bidder fails to meet one of the first four good faith effort requirements listed from above (i – iv), the substitution will only count towards one good faith effort requirement and all other good faith requirements must be met. The substitution is from the following:***

- (1) The National Entrepreneur Center (NEC) was used to host a workshop that informed M/WBE firms how to better prepare for sub-contracting opportunities;
- (2) The Bidder has participated in Orange County Business Development Division's sponsored "How to do Business" workshop;
- (3) The Bidder has sponsored a match-maker event with certified M/WBE firms. Enclose a copy of the certificate provided to your firm when the service was successfully completed.

If, after Contract award, Prime Contractors who have not achieved the M/WBE participation goals choose to subcontract work indicated as being self-performed without prior written approval of the Business Development Division (reference Part F, Article 21, paragraph D), the matter will be reported to the Procurement Division with an appropriate responsibility recommendation for consideration in the event the contractor competes for future County contracts.

**f. Sliding scale for enforcement of good faith effort requirements**

If the established goals are not achieved by the low Bidder and it has been determined that the good faith efforts required for compliance have not been documented by the low Bidder, then the bid shall be rejected as non-responsive, but only if the next lowest responsive bid does not exceed the low bid by more than:

- i. Eight (8) percent on contract awards up to one hundred thousand dollars (\$100,000.00); or
- ii. Seven (7) percent on contract awards from \$100,000.00 to \$500,000.00; or
- iii. Six (6) percent on contract awards from five hundred thousand dollars and one cent (\$500,000.01) to seven hundred fifty thousand dollars (\$750,000.01); or
- iv. Five (5) percent on contract awards from seven hundred fifty thousand dollars and one cent (\$750,000.01) to two million dollars (\$2,000,000.00); or
- v. Four (4) percent on contract awards from two million dollars and one cent (\$2,000,000.01) to five million dollars (\$5,000,000.00); or

- vi. Three (3) percent on contract awards over five million dollars and one cent (\$5,000,000.01)

However, if the next low bid is responsive only because of the Bidder having made good faith effort (not because of having met the goals), the Board may approve award of the Contract to the next low Bidder only if the value of its M/WBE participation is equal to or greater than that of the low Bidder.

- g. Letters of Intent **must** match **exactly the information provided on Attachment C-2** to the Bid Forms and **must** be executed by the apparent low Bidder for all M/WBE Subcontractors and/or suppliers listed. The letter(s) of intent **must** be submitted to the Business Development Division office before 5:00 P.M. on the second business day after bid opening.

**In the event the lowest bidder is not the recommended bidder, then letters of intent must be obtained from the recommended bidder two business days after being contacted.**

- h. Bidders shall not reject an M/WBE as unqualified without sound reasons based on a thorough and documented investigation of that M/WBE's capabilities.
- i. Bidder's efforts will be evaluated considering the ability of other Bidders to meet the requirements relating to the use of M/WBE subcontractors.
- j. Bidders should make whatever additional efforts are necessary to achieve the goals and it is recommended that these efforts be documented. However, this documentation shall not replace the required documentation if the goals are not met. Bidders are encouraged to contact the Business Development Division for guidance and assistance. Additional efforts by Bidders may include but are not limited to the following:
  - i. Bidders should provide interested M/WBE's with assistance in reviewing the Contract plans and specifications.
  - ii. Bidders should assist interested M/WBE's in obtaining required lines of credit, insurance or bonding.
  - iii. Bidders should solicit only types of work that match the capabilities of the M/WBE's and for which they are certified.
- k. All participating M/WBE's must be certified by Orange County. The Business Development M/WBE Directory is available by e-mail or through the Orange County web site at [Orangecountyfl.net](http://Orangecountyfl.net).

**Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be certified prior to bid opening and must be certified in the area(s) for which they will be used.** If a firm claims to be certified, but is not listed in the Directory, Contractor should obtain a copy of their Certificate and/or contact the Business Development Division Liaison for verification of certification.

1. The County has established a credit program whereby Contractors are awarded credits to be applied toward meeting the M/WBE goals on certain County bids. Emphasis will be placed on credits for Non-County Utilization and First-Time M/WBE Utilization:

**1. Non-County Utilization Credit (Credit issued for the actual contract dollars)**

This credit may be earned for the use of Orange County certified M/WBE's on private sector projects not involving governmental funding, and government projects that do not have mandated M/WBE goals.

**2. First-Time M/WBE Utilization Credit (Credit issued for the actual contract dollar)**

This credit may be earned by contractors/consultants who joint venture with an Orange County certified M/WBE for the first time or include and utilize a M/WBE for the first time in a bid/proposal.

You will need to obtain approval for these credits from the Business Development Manager. This process will take at least 30 days to complete. Begin by submitting a letter indicating the specific M/WBE credit (Non-County Utilization Credit or First Time M/WBE Utilization Credit) for consideration.

Also, include for the Non-County Utilization Credit program details to support documentation such as contracts from project after January 2002 through current year, proof of payment.

Upon receipt of this written request, our office will begin contacting the M/WBE firms to verify the M/WBE utilization information on provided. If the information is verified, then a certificate of credit will be provided. The credits are good for two years, then expire without renewal.

The firm must specify on form C-2 when a credit is to be used. Credits may be used to offset a maximum of 20% of the overall M/WBE goals (For example, if the bid is for \$500,000, the stipulated M/WBE goal for this project will be 25%, or \$125,000. 20% of the stipulated goal is \$25,000 in credits that may be used. The remaining \$100,000 (to meet the stipulated goal) must be obtained through regular M/WBE participation.

Credits are tracked for each firm by the Business Development Division.

m. The County has a graduate program. Under this program, utilization of M/WBE firms designated as graduates shall count toward meeting M/WBE participation goals only on specified projects. All construction solicitations for which the County has determined the overall contract amount to be awarded to the prime in excess of \$10,000,000 for vertical construction, \$7,000,000 for horizontal construction and \$7,000,000 for all other construction are eligible for graduate M/WBE participation.

Vertical construction is any construction of a structure or building which requires a general or building contractor's license. Horizontal construction includes but is not limited to roadwork, site work, drainage or utilities work. Other construction is any construction other than what is defined as vertical or horizontal construction.

The Bidder's total base bid, which is used by the Procurement Division as the basis for determining Contract award value, will be used to determine if graduated M/WBE firms are eligible to participate. If the contract has option provisions, the total base Bid is the total of the Basic Contract Year plus all Option Years. Prime contractors will receive full M/WBE credit for the use of graduated M/WBE's that meet all other requirements.

It is the Bidder's responsibility to ensure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

Intentional failure to attempt compliance and/or intentional failure to comply with the M/WBE subcontract goals pursuant to the Minority/Women Business Enterprise Ordinance, may result in the County invoking penalties under that ordinance and/or a finding by the County that a Bidder is "non-responsible", thus resulting in that bid being rejected and the Bidder facing possible suspension or debarment from future County IFB's.

#### **4. BID PREFERENCE FOR REGISTERED SERVICE-DISABLED VETERANS (SDV)**

The Orange County Registered Service-Disabled Veteran Business Program Ordinance sets vendor preferences for registered service-disabled veteran business enterprises registered with Orange County Business Development Division.

As part of this program, Contractors are required to complete the Attachment C-2 listing ALL subcontractors (majority, women and minority, and registered service-disabled veteran) their firm will utilize in fulfillment of the requirements of this solicitation.

Also, in accordance with the County SDV Ordinance, preferences for registered service-disabled veteran business enterprises shall be applied on bid awards (sealed bids).

The following bid preference scale shall apply to bids submitted by the **Prime** registered service-disabled veteran business enterprises as long as the bid does not exceed the low bid by more than 8% on bid awards up to \$100,000 ; 7% on bid awards from \$100,000.01 to \$500,000; 6% on bid awards from \$500,00.01 to \$750,000; 5% on bid awards from \$750,000.01 to \$2,000,000; 4% on contract awards from \$2,000,000.01 to \$5,000,000.00 and 3% on bid awards over \$5,000,000.01.

**Prime** registered service-disabled veteran business enterprises may be awarded or recommended for award of contracts when their bids are within the above allowed percentage in comparison to the low responsive and responsible bid(s).

If a **Prime** registered service-disabled veteran business enterprise, entitled to the vendor preference under this section, and one (1) or more other businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submit bids, proposals, or replies for procurement of commodities or contractual services which are otherwise equal with respect to all relevant considerations, including price, quality, and service, then the Procurement Division Manager shall award the procurement or contract to the business having the smallest net worth.

**5. BID ERRORS:**

Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Official Bid Form, will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.

**6. DEVIATIONS:**

Bidders are hereby advised that Orange County will only consider Bid Proposals that meet the specifications and other requirements of the solicitation. In instances where a deviation is stated in the Bid form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid Proposal does not meet the exact requirements imposed by the solicitation.

**7. SUBSTITUTE MATERIAL AND EQUIPMENT:**

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or accepted "or-equal" items. Whenever materials or equipment or patented processes are specified or described in the Contract Documents by naming a trade name, manufacturer, supplier or proprietary item or catalog number, the naming of the item is intended to establish the type, function and quality required and to establish a basis for bidding. Substitute materials or equipment may be considered after a Contract for the Work is executed if sufficient information is supplied by Contractor to allow Project Manager to evaluate the proposed substitution, unless the naming of the item is followed by words indicating that no substitution is permitted. The procedure for submittal of any such application by Contractor and consideration by Project Manager is set forth in the General Conditions. In the event that substitute materials or equipment are used and are

less costly than the originally specified material or equipment, then the difference in cost of the item shall benefit the County and Contractor in equal proportions. Applications for substitute materials and equipment shall only be evaluated after the Contract is executed. The Base Bid and Alternates shall reflect the costs for the materials and equipment named or specified only.

**8. REQUESTED INFORMATION AND DESCRIPTIVE LITERATURE:**

Bidders must furnish all requested information in the spaces provided on the Bid form or attachments thereto. Additionally, where required pursuant to the provisions of this solicitation, Bidders must submit with their Bid Proposal cuts, sketches, descriptive literature and/or complete specifications relative to the items proposed and offered.

**9. AWARD OF CONTRACT/REJECTION OF BIDS:**

At its sole discretion, the County may award multiple contracts for this work. After any applicable contract minimums have been satisfied, the Primary Contractor will be given priority consideration for all work under the Contract. In the event the primary Contractor is unable to perform, the other Contractor(s) may be issued orders as required.

The County, at its sole discretion, reserves the right to reject any and all Bids and to waive any informality concerning Bid Proposals whenever such rejection or waiver is in the best interest of the County. The ability of a Bidder to obtain a performance bond and a payment bond shall not be regarded as the sole test of such Bidder's competency or responsibility. Nothing contained herein shall place a duty upon the County to reject Bids or award a Contract based upon anything other than its sole discretion as described herein.

Determination of the low Bidder when additive or deductive Bid items are involved shall be as follows:

**A. ADDITIVE/DEDUCTIVE BID ITEMS:**

1. If it is deemed to be in the best interest of the County to accept the alternate(s), award will be made to the Bidder that offers the lowest aggregate amount for the base Bid, plus or minus (in the order listed on the Bid form), those additive or deductive Bid items that provide the most features of the work.
2. All Bids will be evaluated on the basis of the same additive or deductive Bid items.
3. Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids shall be cause for rejection of the bid as non-responsive.

## **B. RECIPROCAL LOCAL 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.**

- 1. 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.**
- 2. 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.**

## **10. POSTING OF RECOMMENDED AWARD:**

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 full business days. Failure to file a protest to the Manager of the Procurement Division by 5:00 PM on the fifth full business day after the posting date shall constitute a waiver of bid/proposal protest proceedings. Additional information relative to protests can be found at:

<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon Contract award. Additional information relative to lobbying can be found at:

<http://www.orangecountyfl.net/OpenGovernment/LobbyingAtOrangeCounty.aspx>

The Board of County Commissioners 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 blackout period restrictions of Ordinance No. 2002-15.

**11. CONTRACT DOCUMENTS:**

The Contract Documents shall include the Delivery Orders issued pursuant to the Contract and documents stated in the Contract (Titles, Subtitles, Headings, Running Headlines, Table of Contents and Indexes are used merely for convenience purposes).

**12. MODIFICATION/ALTERATION OF SOLICITATION AND/OR CONTRACT DOCUMENTS**

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.

**13. LAWS AND REGULATIONS:**

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written.

**14. REQUIRED DISCLOSURE:**

Bidder shall disclose all material facts with its Bid submission pertaining to any felony conviction or any pending felony charges in the last three (3) years anywhere in the United States against (i) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Bidder or against any such related or affiliated entity.

This disclosure shall not apply to any person or entity who is a stockholder, owning less than 20% of the outstanding shares of a Bidder whose stock is publicly owned and traded.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility.

The Commission's finding may be based on the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

**15. EXECUTION OF WRITTEN CONTRACT:**

The successful Bidder will be required to sign a written Contract which has been made a part of this Bid package and identified as the Contract. Said written Contract will evidence in written form the agreement between the parties pursuant to the award having been theretofore made by the County to this Bidder; said signing to be accomplished within ten (10) days after receipt of Notice of Award.

**16. LICENSING REQUIREMENTS:**

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. Prime Contractors, to be considered for Contract award for this work shall be either "registered" or "certified" by the State of Florida, Division of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses **shall** be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their Bid. Failure to hold and provide proof of proper licensing, certification and registration **shall** be grounds for rejection of the Bid.
- c. Bidder shall provide copies of all applicable licenses with their Bid Proposal.
- d. Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the Subcontractor listed on Attachment C, Subcontractor/Supplier Page, herein.

**17. SECURITY FORFEITURE:**

When Bid security has been required (Section 2, Paragraph h.): If, within ten (10) days after notification by the County of the County's approval to award Contract, the successful Bidder refuses or otherwise neglects to execute the required written Contract and fails to furnish the required Performance Bond and Payment Bond, the amount of the Bidder's Bid security (Cashier's Check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his Bid security or as a defense to any action.

**18. PERFORMANCE BONDS AND PAYMENT BONDS:**

When the contract amount exceeds \$100,000, a Performance Bond and a Payment Bond issued in a sum equal to one hundred (100%) percent of the total estimated Contract amount for the first Contract year by a Surety company considered satisfactory by the County according to the criteria in Section 19 will be required from the successful Bidder for purposes of insuring the faithful performance of the obligations imposed by the resulting Contract and for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Bidder's performance under such Contract. The Performance Bond and the Payment Bond forms will be included in the Contract Documents and said forms must be properly executed by the Surety company and successful Bidder within ten (10) days after receipt of notification from the County of its award of the Contract. Within (10) ten days after the exercise of an option period, the Contractor shall provide Consent of Surety to renewal of the option period at the option period prices accompanied by a power of attorney according to the criteria in Section 19.

**The Contractor shall record the payment and performance bonds in Orange County public records as required by Florida Statutes, Chapter 255.05. Before commencing the work the Contractor shall provide to the Manager of the Procurement Division a certified copy of the recorded bonds. No payment will be made to the contractor until the contractor has provided a copy of the recorded bonds.**

**19. QUALIFICATIONS OF SURETY COMPANIES:**

In order to be acceptable to the County, a Surety company issuing **the Bid Bond, the Performance Bond and the Payment Bond**, if called for in these Specifications, shall meet and comply with the following minimum standards:

- a. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- b. Surety must be listed on the U.S. Department of Treasury Fiscal Service, Bureau of Government financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
- c. All bonds shall be originals and issued or countersigned by a producing agent with satisfactory evidence of the authority of the person or persons executing such bond shall be submitted with the bond. Attorneys-in-fact who sign Bid bonds or performance/payment bonds must file with such bond a signed, certified copy of their power of attorney to sign such bond.

**Agents of Surety companies must list their name, address and telephone number on all Bonds.**

- d. The life of the bonds shall extend twelve (12) months beyond the end of the Contract term and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the County.
- e. **Surety must have financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI.**
- f. Should the Bid, Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements in paragraphs a. – e. above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized. The "lead" surety shall be identified for the purposes of underwriting and claims management.

**FAILURE TO MEET ANY OF THE REQUIREMENTS CONTAINED ABOVE SHALL RESULT IN REJECTION OF THE BID.**

**20. TRENCH SAFETY ACT:**

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Bid/proposal is required to complete the form entitled: **COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**, if applicable, and return the form with the Official Bid Form, (Part D, Attachment D)

This is not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Base Bid. Failure to complete this form may result in the Bid being declared non-responsive.

**21. DRUG-FREE WORKPLACE FORM:**

The Drug-Free Workplace Form is attached in Part E and shall be completed and submitted with your bid.

**22. BID TABULATION:**

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. Bid opening results will be available at <http://apps.ocfl.net/orangebids/bidresults/results.asp> the day following the Bid opening. Unsuccessful Bidders will not be notified, unless a request is submitted in accordance with this paragraph.

**23. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY:**

The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act.

The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**24. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.):**

All material, equipment, etc., to be incorporated into the resultant contract shall meet and conform to all as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the Bid Proposal form (Part D) being by this reference considered a certification of such fact.

**25. PUBLIC ENTITY CRIME STATEMENT (FS 287.133):**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**26. SUBCONTRACTOR/SUPPLIER INFORMATION:**

If maximum M/WBE participation is desired, bidders must list all proposed Subcontractors and suppliers to be used, regardless of racial or gender grouping, to include names, addresses, phone numbers, type of work subcontracted (trade or commodity), dollar amount of work, and the M/WBE designation or Majority (Non-M/WBE) owned company .Attachment C-2 is provided for this information. Contractor shall not change any Subcontractors without just cause and approval by the County.

**27. SUBCONTRACTOR'S PAST PERFORMANCE:**

Bidder is responsible for verifying subcontractor's satisfactory performance on previous Orange County projects. Failure to do so may impact Bidder's responsibility determination.

**28. REFERENCES:**

Bidder should supply (with the bid form) a list of three (3) similar projects for asphalt milling and resurfacing of roadways including resurfacing that requires installation of friction course, successfully completed by the Bidder, as a Prime or Sub Contractor within the last five (5) years and that meet the following. Failure to provide this information may be cause for rejection of the bid.

1. Bidder shall have installed a minimum of 100,000 square yards of milling and asphalt resurfacing including friction course projects. This element can be demonstrated among several projects and is not required to all be in a single project.
2. Each project submitted shall contain the following elements:
  - a. Asphalt milling,
  - b. Resurfacing, overlay (including friction course)
  - c. Pavement markings,
  - d. Maintenance of traffic

**PROJECTS NOT ACCEPTABLE AS SIMILAR PROJECTS FOR THIS BID:  
PARKING LOTS – PRIVATE ROADWAYS-PRIVATE PROJECTS.**

**EACH SIMILAR PROJECT LISTED SHALL BE LISTED WITH COMPLETE INFORMATION AS SPECIFICALLY PROVIDED ON THE REFERENCE FORM ( ATTACHMENT E). THE SPECIFIC INFORMATION ON REFERENCES MUST BE PROVIDED ON THE REFERENCE FORM. DO NOT ATTACH LISTINGS OF REFERENCE INFORMATION. FAILURE TO PROVIDE REFERENCE INFORMATION AS REQUESTED MAY RESULT IN THE REJECTION OF YOUR BID.**

The determination of whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request submission of a minimum number of similar projects for evaluation, the County's determination of a bidder's responsibility shall not be solely based on the number of similar projects submitted.

The contact person listed as a reference shall be someone who has personal knowledge of the Bidder's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County will be calling or emailing them.

**29. UNIT PRICES:**

Unless the Bid Item Schedule contained in Part D specifies otherwise, unit prices for individual line items shall include all costs, including but not limited to, mobilization, maintenance of traffic, overhead and profit.

**30. EVALUATION OF OPTIONS:**

The County shall evaluate Bids/offers for award purposes by adding the total price for all options to the total price of the basic period. However, the evaluation of options will not obligate the County to exercise the option(s).

**31. UNBALANCED PRICING**

- A. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices.

Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

The greatest risk associated with unbalanced pricing occur when –

1. Startup work and mobilization are separate line items;
2. Base year quantities and option year quantities are separate line items ; or
3. The evaluated price is the aggregate of estimated quantities to be ordered under separate line items of an indefinite-delivery contract.

- B. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If cost or price analysis techniques indicate that an offer is unbalanced, the Manager Procurement Division shall:

1. Consider the risks to the County associated with the unbalanced pricing in determining the competitive range and in making the award decision; and
2. Consider whether award of the contract will result in paying unreasonably high prices for contract performance.
3. An offer may be rejected if the manager determines that the lack of balance poses an unacceptable risk to the County

**32. BID AND RELATED COSTS:**

By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of the Bid and/or any administrative or judicial proceedings resulting from the solicitation process.

**33. SOLICITATION CANCELLATIONS**

Orange County reserves the right, and the Manager of 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.

**34. LICENSES/PERMITS/FEEES:**

**A. In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit, license, and/or fee applicable to this work/project (before and during construction) that will either be paid by the Contractor or by the Orange County Board of County Commissioner as specified below:**

Orange County will be responsible for paying for any and all permits, licenses, and fees imposed on the Work by agencies of the Orange County Board of County Commissioners. This does not alleviate the Contractor from obtaining the permits.

**B. Permits and Fees for Agencies other than Orange County Board of County Commissioners:**

The Contractor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc ; shall be included in the bid price except where noted otherwise in the specifications or other bid documents.

**C. The Orange County Government Fee Directory, incorporated herein by reference, contains a list of licenses, permits and fees that may apply to this project.**

The fee directory link "Fees" is available at:

<http://www.orangecountyfl.net/portals/0/resource%20library/open%20government/FeeDirectory.pdf>

Bidders shall review all applicable licenses, permits and fees and contact the applicable agency if there are any questions.

**35. BID ACCEPTANCE PERIOD:**

Any Bid submitted in response to this Invitation of Bids shall remain in effect for a period of 90 days after Bid opening. Upon request of the County, the Bidder at its sole option may extend this period.

**36. EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, 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 by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the awarded Contractor shall abide by the following provisions:

- (a) The awarded Contractor shall represent that awarded Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The awarded Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporated by the awarded Contractor into the contracts of any applicable subcontractors.

### **37. ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

**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 any bid, proposal or other response to an Orange County solicitation. The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

**Relationship Disclosure Form – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners.**

This form shall be completed and submitted with the applicable bid, proposal or response to an Orange County solicitation. No contract award will be made unless this form has been completed and submitted.

Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

### **38. TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy applies 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.

### 39. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize 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.

### 40. PROPRIETARY 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 proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. Proposers must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

\*\*\*\*\*  
IFB NO. Y17-1004-RM

ISSUED: January 9, 2017

OFFICIAL BID FORM  
TERM CONTRACT FOR  
ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT  
BERMS

\*\*\*\*\*

Mail or Hand Deliver By 2:00 PM, February 9, 2017

ORIGINAL BID FORM AND THREE (3) COMPLETE COPIES

To:

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA  
INTERNAL OPERATIONS CENTRE II  
PROCUREMENT DIVISION  
400 E. SOUTH STREET – 2<sup>nd</sup> FLOOR  
ORLANDO, FLORIDA 32801

Bid Opening:

February 9, 2017, - 2:00 PM

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

\_\_\_\_\_  
CITY, COUNTY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
E-MAIL ADDRESS

TIN#: \_\_\_\_\_

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN  
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL

\*\*\*\*\*

PART D

\*\*\*\*\*

**To the Board of County Commissioners  
Orange County, Florida**

The bidder understands that he/she is bidding for a term Contract for which no specific projects have been identified in the Invitation for Bids. The Bidder further acknowledges to the following:

- a. The sites for the work that may be performed under this Contract may be anywhere within Orange County.
- b. Countywide local conditions that may impact the work have been considered.
- c. The Contract Form, General Conditions, Supplementary Conditions, and other Contract documents have been thoroughly examined.
- d. The resultant Contract will contain estimated quantities, unit prices, extended totals and a total estimated contract amount to furnish all labor, materials, plant, equipment, manpower and other resources, including overhead and profit. These costs shall be the means to price any and all Delivery Orders issued thereunder.
- e. Each specific site for work under this Contract shall be issued to the Contractor via Delivery Order per Articles 4, 24, 28, 29 of the General Conditions and other applicable provisions.
- f. This is a unit price Term Contract and the total Estimated Bid is the sum of all pay items total from the Bid Item Schedule, Pages D3 through D4
- g. No specifications or drawings are applicable to the Contract. However, if required, specifications and drawings will apply to individual projects issued under specified Deliver Orders.

**TOTAL ESTIMATED BID:  
(BASIC YEAR PLUS OPTION YEARS 1&2)**

**DOLLARS**

(\$ \_\_\_\_\_ )

In the event the Contract is awarded to this Bidder, he/she will enter into a formal written agreement with the County in accordance with the accepted Bid within ten (10) calendar days after said Contract is submitted to him/her. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

**Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids shall be cause for rejection of the bid as non-responsive.**

**Minimum Quantity/Dollars** – During the initial performance period of this contract, the COUNTY guarantees that the CONTRACTOR shall receive orders for a minimum of \$100,000.

1  
2

**BID ITEM SCHEDULE: Y17-1004-RM**

<b>Base Year</b>					
<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	SP 12.5 Asphalt in place, 1.5" Compacted < 5,500 SY	12,000	SY		
2	SP 12.5 Asphalt in place, 1.5" Compacted > 5,500 SY	220,000	SY		
3	SP 12.5 Asphalt in place, 2" Compacted < 5,500 SY	3,000	SY		
4	SP 12.5 Asphalt in place, 2" Compacted > 5,500 SY	80,000	SY		
5	SP FC 9.5 Asphalt in place, 1.25" (compacted) < 5,500 SY	2,000	SY		
6	SP FC 9.5 Asphalt in place, 1.25" (compacted) > 5,500 SY	100,000	SY		
7	Leveling, as specified	100	TON		
8	Milling existing pavement between 1" - 2"	200,000	SY		
9	Milling existing pavement between 2" - 3"	100,000	SY		
10	Milling existing pavement between 3" - 4"	30,000	SY		
11	Curb Reveal Milling	40,000	SY		
12	Raise manholes w/riser ring	25	EA		
13	Raise water valves w/riser ring	25	EA		
14	Installation of County Provided Manhole Risers	150	EA		
15	Installation of County Provided Water Valve Risers	40	EA		
16	Base Repair 4" (SP 12.5 Asphalt)	10,000	SY		
17	Asphalt Berms	1,000	TON		
18	Asphalt Berms – Road not Paved by Contractor	100	TON		
19	Pavement Markings 6" (paint white/yellow)	125,000	LF		
20	Pavement Markings 6" (paint messages and arrows (white))	125	EA		
21	Law Enforcement for special MOT operations	100	HR		
22	Message Boards	Week	10		
23	Indemnification	1	LS	\$100.00	\$100.00
<b>Total Bid, Base Year</b>				\$	_____
<b>Option Year #1</b>					
<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
24	SP 12.5 Asphalt in place, 1.5" Compacted < 5,500 SY	12,000	SY		
25	SP 12.5 Asphalt in place, 1.5" Compacted > 5,500 SY	220,000	SY		
26	SP 12.5 Asphalt in place, 2" Compacted < 5,500 SY	3,000	SY		
27	SP 12.5 Asphalt in place, 2" Compacted > 5,500 SY	80,000	SY		
28	SP FC 9.5 Asphalt in place, 1.25" (compacted) < 5,500 SY	2,000	SY		
29	SP FC 9.5 Asphalt in place, 1.25" (compacted) > 5,500 SY	100,000	SY		
30	Leveling, as specified	100	TON		
31	Milling existing pavement between 1" - 2"	200,000	SY		
32	Milling existing pavement between 2" - 3"	100,000	SY		
33	Milling existing pavement between 3" - 4"	30,000	SY		
34	Curb Reveal Milling	40,000	SY		
35	Raise manholes w/riser ring	25	EA		

36	Raise water valves w/riser ring	25	EA		
37	Installation of County Provided Manhole Risers	150	EA		
38	Installation of County Provided Water Valve Risers	40	EA		
39	Base Repair 4" (SP 12.5 Asphalt)	10,000	SY		
40	Asphalt Berms	1,000	TON		
41	Asphalt Berms-Road not Paved by Contractor	100	TON		
42	Pavement Markings 6" (paint white/yellow)	125,000	LF		
43	Pavement Markings 6" (paint messages and arrows (white))	125	EA		
44	Message Boards	10	Week		
45	Law Enforcement for special MOT operations	100	HR		

**Total Bid, Option Year No. 1** \$ \_\_\_\_\_

**Option Year #2**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
46	SP 12.5 Asphalt in place, 1.5" Compacted < 5,500 SY	12,000	SY		
47	SP 12.5 Asphalt in place, 1.5" Compacted > 5,500 SY	220,000	SY		
48	SP 12.5 Asphalt in place, 2" Compacted < 5,500 SY	3,000	SY		
49	SP 12.5 Asphalt in place, 2" Compacted > 5,500 SY	80,000	SY		
50	SP FC 9.5 Asphalt in place, 1.25" (compacted) < 5,500 SY	2,000	SY		
51	SP FC 9.5 Asphalt in place, 1.25" (compacted) > 5,500 SY	100,000	SY		
52	Leveling, as specified	100	TON		
53	Milling existing pavement between 1" - 2"	200,000	SY		
54	Milling existing pavement between 2" - 3"	100,000	SY		
55	Milling existing pavement between 3" - 4"	30,000	SY		
56	Curb Reveal Milling	40,000	SY		
57	Raise manholes w/riser ring	25	EA		
58	Raise water valves w/riser ring	25	EA		
59	Installation of County Provided Manhole Risers	150	EA		
60	Installation of County Provided Water Valve Risers	40	EA		
61	Base Repair 4" (SP 12.5 Asphalt)	10,000	SY		
62	Asphalt Berms	1,000	TON		
63	Asphalt Berms-Road not Paved by Contractor	100	TON		
64	Pavement Markings 6" (paint white/yellow)	125,000	LF		
65	Pavement Markings 6" (paint messages and arrows (white))	125	EA		
66	Message Boards	10	Week		
67	Law Enforcement for special MOT operations	100	HR		

**Total Bid, Option Year No. 2** \$ \_\_\_\_\_

**Total Estimated Bid Price (Base Year plus Option Years 1 and 2)** \$ \_\_\_\_\_

3  
4

The Bidder hereby agrees that there is attached a:

- |     |  |     |                    |
|-----|--|-----|--------------------|
| 1.  | Non-Collusion Affidavit  | Yes | ___                |
| 2.  | Required Disclosure  | Yes | ___                |
| 3.  | M/WBE Forms  |     |                    |
|     | Employment Data  | Yes | ___                |
|     | Subcontractor/Supplier Page  | Yes | ___                |
| 4.  | Trench Safety Act Form   | Yes | ___ N/A ___        |
| 5.  | Drug-Free Workplace Form   | Yes | ___                |
| 6.  | Good Faith Effort Documentation<br>(If Goals have not been met)  | Yes | ___ NO ___ N/A ___ |
| 7.  | Three (3) Complete <u>copies</u> of this Bid Form<br>with <u>all</u> attachments                         | Yes | ___                |
| 8.  | References   | Yes | ___ N/A ___        |
| 9.  | Bid Bond on <b>Form in Exhibit 1</b> (10% of Total Estimated<br>Contract Amount for First Contract Year) | Yes | ___ N/A ___        |
| 10. | Licenses   | Yes | ___ N/A ___        |
| 11. | Current W9   | Yes | ___                |
| 12. | Project Expenditure Report, Attachment F   | Yes | ___                |
| 13. | Relationship Disclosure Form, Attachment G   | Yes | ___                |
| 14. | Verification of Employment Status, Attachment H  | Yes | ___                |
| 15. | Management Plan & Resource List (See Part G)   | Yes | ___                |
| 16. | Equipment List (See Part G)  | Yes | ___                |

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall acknowledge receipt of any addenda issued to the 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 the solicitation may negatively impact the responsiveness of your Bid. Material impacts include but are not limited to changes to specifications, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

If awarded this construction Contract, the Bidder agrees to complete the work covered by this Contract as specified on each Delivery Order.

The Bidder hereby agrees that the County reserves the right to waive informalities in any Bid and to reject any or all Bids, or to accept any Bid that in its judgement will be for the best interest of the County.

**FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD CERTIFICATION:**

\_\_\_\_\_  
(NAME OF HOLDER) (CERTIFICATION NO.)

\_\_\_\_\_  
(SIGNATURE OF BIDDER) (CERTIFICATE EXPIRATION DATE)

\_\_\_\_\_  
(NAME TYPED)

**IDENTIFICATION OF BUSINESS ORGANIZATION**

Complete and submit the following information:

Type of Organization

Sole Proprietorship     Partnership

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**

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The bidder or proposer represents that the following principals are authorized to sign and/or negotiate Contracts and related documents to which the bidder or proposer 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	E-Mail Address
_____	_____	_____	_____
_____	_____	_____	_____

**IN WITNESS WHEREOF, THE BIDDER HAS HEREUNTO SET HIS SIGNATURE AND AFFIXED HIS SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.**

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

(SEAL)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME AND TITLE

FEDERAL I.D.# \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Orange County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action which it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

\_\_\_\_\_  
(Name of Corporation, Partnership, Individual, etc.)

A \_\_\_\_\_, formed under the laws of \_\_\_\_\_

of which he is \_\_\_\_\_

(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Orange County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly indirectly with any Bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other Bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_  
(AFFIANT)

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification: \_\_\_\_\_

**REQUIRED DISCLOSURE**

The following Disclosure is of all material facts pertaining to any felony or civil conviction or any pending felony or civil charges in the last three (3) years in this State or any other State of the United States against 1) Bidder, 2) any business entity related to or affiliated with Bidder, or 3) any present or former executive employee, officer, director, stockholder, partner or owner of Bidder or of any such related or affiliated entity. This Disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20) or less of the outstanding shares of a Bidder whose stock is publicly owned and traded.

---

---

---

---

---

\_\_\_\_\_  
BIDDER

IFB/RFP Number & Title: \_\_\_\_\_

**EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)**

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange county workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. ***It is mandatory that you provide workforce data. Failure to provide this form with your bid/proposals may be cause for rejection of your bid/proposal.***

JOB CATEGORIES	MAJORITY		MINORITY MALES				MINORITY FEMALES				TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs. Supervisors											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
Interns/Co-Ops											
Wages to Work Employees											
TOTAL											
Changes Since Last Report											

The above reflects (Check One):  Orange County Workforce  Total Permanent Workforce (Outside Orange County)  
 For Construction Projects Only: Do you intend to hire new employees for the project?  Yes  No If yes, how many approximately? \_\_\_\_\_

Name of Firm \_\_\_\_\_ Period of Report \_\_\_\_\_ No. of Years in Business in Orange County \_\_\_\_\_

Form Completed by \_\_\_\_\_  
 Name/Title (Printed or Typed) \_\_\_\_\_ Signature \_\_\_\_\_

Form Approved by \_\_\_\_\_  
 Name/Title (Printed or Typed) \_\_\_\_\_ Signature \_\_\_\_\_

**THIS PAGE LEFT INTENTIONALLY BLANK**

If maximum M/WBE participation is desired, bidders must list **all** proposed Subcontractors **and suppliers** to be used. Provide company names; contacts, addresses, phone numbers; work to be performed with the Contractor's own workforce, including estimated dollar amount allocated **for entire contract, including all Option Years** for that work (work that is consistently and historically performed in-house); total amount to be paid to this sub/supplier (do not discount supply dollars); and M/WBE designation or if non-M/WBE (Majority). See Instructions to Bidders, Part C, for complete M/WBE requirements. Provide **all** information requested. Use additional sheets if necessary. **Failure to provide all of the information requested may negatively impact the M/WBE evaluation.**

1. What is the estimated percent of work that the Prime Contractor will self-perform? \_\_\_\_\_%

List these areas below with approximate dollar amounts to be allocated for the work.

2. Is all work (whether to be subbed or self-performed) listed below? Yes \_\_\_ No \_\_\_

Are all material suppliers listed? Yes \_\_\_ No \_\_\_

If no, please explain. \_\_\_\_\_  
 \_\_\_\_\_

3. Is your firm certified through Orange County as an M/WBE? Yes \_\_\_ No \_\_\_

(See Part C for specific requirements for certified M/WBE firms)

4. Is your firm registered through Orange County as a Registered Service Disabled-Veteran (SDV)? Yes \_\_\_ No \_\_\_

5. Did you include any M/WBE credits- First Time Utilization (FTU) or Non-County Utilization (NC) with this bid? Yes \_\_\_ No \_\_\_

(If so, insert copy of credit and specify credit type below)

**PRIME CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION**

	COMPANY NAME, CONTACT ADDRESS PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	DOLLAR AMOUNT	O.C. CERTIFIED M/WBE OR NON-M/WBE; OR REGISTERED SDV; OR TYPE OF M/WBE CREDIT – FTU OR NC
1.		Sub/ Supplier/ In-house (circle one)		
2.		Sub/ Supplier/ In-house (circle one)		

\_\_\_\_\_  
 Signature of Bidder

\_\_\_\_\_  
 Title

	COMPANY NAME, CONTACT ADDRESS PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	DOLLAR AMOUNT	O.C. CERTIFIED M/WBE OR NON-M/WBE; OR REGISTERED SDV; OR TYPE OF M/WBE CREDIT - FTU OR NC
3.		Sub/ Supplier/ In-house (circle one)		
4.		Sub/ Supplier/ In-house (circle one)		
5.		Sub/ Supplier/ In-house (circle one)		
6.		Sub/ Supplier/ In-house (circle one)		
7.		Sub/ Supplier/ In-house (circle one)		
8.		Sub/ Supplier/ In-house (circle one)		
9.		Sub/ Supplier/ In-house (circle one)		
10.		Sub/ Supplier/ In-house (circle one)		

Signature of Bidder

Title

**\*INSTRUCTIONS\*** Contractor shall place the following on their letterhead, executed by their authorized agent. Letter is to be submitted **before 5:00 PM on the second business day (i.e., if bid opens on Thursday, due on Monday before 5:00 PM)** after bid opening to: Orange County Business Development Division; 400 E. South Street; 2nd Floor, Orlando, FL 32801; Fax Number (407) 836-5477. A Letter of Intent is to be executed with all M/WBE Subcontractors and suppliers listed by the Contractor on the Subcontractor/Supplier page submitted with this bid. Any M/WBE's not listed on Subcontractor/Supplier page for this bid will not be accepted. Dollar amounts listed for each Subcontractor shall represent estimated totals for the entire contract, including all Option Years. Failure to submit this form within the required time frame may result in the bid being found non-responsive.

**LETTER OF INTENT  
(VERIFICATION M/WBE UTILIZATION)**

IFB # \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

I, \_\_\_\_\_, (Prime Contractor) have entered into an agreement with the following Minority/Women-owned Business Enterprise to do the work shown on Attachment C-2 of the Bid Form and shown below. I understand that prior to execution of the prime Contract by Orange County, a subcontract and/or purchase order will be executed with this firm and a copy of the agreement will be sent to the Orange County Business Development Division.

**SUBCONTRACTOR/SUPPLIER**

**CERTIFIED SCOPES OF WORK/COMMODITY**

**SUBCONTRACT/PURCHASE ORDER PRICE/PERCENTAGE**

I understand that I shall not be allowed to substitute or change Subcontractors, without the express prior approval of Orange County's Project Manager and the Business Development Division Manager. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, Orange County Code, Chapter 17, Article III, Division 4.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

\_\_\_\_\_  
Authorized Agent of Prime Contractor

\_\_\_\_\_  
Authorized Agent, Subcontractor/Supplier

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

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

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

**PAGE LEFT INTENTIONALLY BLANK**

**GOOD FAITH EFFORT M/WBE CONTRACT LOG (See Part C, SECTION 3, Paragraph E-iii)**  
 (Required only if Good Faith Effort Documentation is being provided as part of this Bid)

IFB No/ Project Name

Firm's Name/Address	Contact Info: E-mail, Phone and /or fax	Scope of Work (Work to be performed/Trade/or Commodity Supplied)	Date	Name of Person Contacting Firms	Firm to Bid (Y or N)	Date & Time Quote Received	Notes

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. **False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525 (3), Florida Statutes.** I,

\_\_\_\_\_  
 (Signature off Authorized Agent),

\_\_\_\_\_  
 (Printed Name, Title, and Date)

**COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the Bid Schedule or Lump Sum Bid. For informational purposes only, the Bidder is required to further identify these costs in the summary below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNIT OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A) _____	_____	_____	\$ _____	\$ _____
B) _____	_____	_____	\$ _____	\$ _____
C) _____	_____	_____	\$ _____	\$ _____
D) _____	_____	_____	\$ _____	\$ _____
			TOTAL	\$ _____

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

**THIS IS NOT A PAY ITEM:** The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Bid Schedule or Lump Sum Bid. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to complete this form may result in the Bid being declared non-responsive.)

**THIS PAGE LEFT INTENTIONALLY BLANK**

**REFERENCES:** List at least three (3) similar projects successfully completed by the **BIDDER AS A PRIME or SUB CONTRACTOR** within the last five (5) years, and that meet the following. Failure to provide this information may be cause for rejection of the bid.

1. Bidder shall have installed a minimum of 100,000 square yards of milling and asphalt resurfacing including friction course projects. This elements can be demonstrated among several projects and is not required to all be in a single project.
2. Each project submitted shall contain the following elements:
  - a. Asphalt milling,
  - b. Resurfacing, overlay (including friction course)
  - c. Pavement markings,
  - d. Maintenance of traffic

**PROJECTS NOT ACCEPTABLE AS SIMILAR PROJECTS FOR THIS BID:  
PARKING LOTS – PRIVATE ROADWAYS-PRIVATE PROJECTS.**

The determination of whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request submission of a minimum number of similar projects for evaluation, the County's determination of a bidder's responsibility shall not be solely based on the number of similar projects submitted.

The contact person listed as a reference shall be someone who has personal knowledge of the Bidder's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County will be calling or emailing them.

1. Project Name \_\_\_\_\_
- Owner \_\_\_\_\_
- Contact \_\_\_\_\_
- Address \_\_\_\_\_
- Telephone Number/Email Address \_\_\_\_\_
- Contract Number and Amount # \_\_\_\_\_ \$ \_\_\_\_\_
- Change Orders \$ \_\_\_\_\_
- Final Contract \$ \_\_\_\_\_
- Completed on Schedule? \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT E**

Project Description \_\_\_\_\_

2. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number/Email Address \_\_\_\_\_

Contract Number and Amount # \_\_\_\_\_ \$ \_\_\_\_\_

Change Orders \$ \_\_\_\_\_

Final Contract \$ \_\_\_\_\_

Completed on Schedule? \_\_\_\_\_ Date: \_\_\_\_\_

Project Description \_\_\_\_\_

3. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number/Email Address \_\_\_\_\_

Contract Number and Amount # \_\_\_\_\_ \$ \_\_\_\_\_

Change Orders \$ \_\_\_\_\_

Final Contract \$ \_\_\_\_\_

Completed on Schedule? \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT E**

Project Description \_\_\_\_\_

4. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number/Email Address \_\_\_\_\_

Contract Number and Amount # \_\_\_\_\_ \$

Change Orders \$ \_\_\_\_\_

Final Contract \$ \_\_\_\_\_

Completed on Schedule? \_\_\_\_\_ Date: \_\_\_\_\_

Project Description \_\_\_\_\_

5. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number/Email Address \_\_\_\_\_

Contract Number and Amount # \_\_\_\_\_ \$

Change Orders \$ \_\_\_\_\_

Final Contract \$ \_\_\_\_\_

Completed on Schedule? \_\_\_\_\_ Date: \_\_\_\_\_

Project Description \_\_\_\_\_

**ATTACHMENT E**

6. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number/Email Address \_\_\_\_\_

Contract Number and Amount # \_\_\_\_\_ \$ \_\_\_\_\_

Change Orders \$ \_\_\_\_\_

Final Contract \$ \_\_\_\_\_

Completed on Schedule? \_\_\_\_\_ Date: \_\_\_\_\_

Project Description \_\_\_\_\_

For Staff Use Only:

Specific Project Expenditure Report (Revised November 5, 2010)

Initially submitted on \_\_\_\_\_

For use as of March 1, 2011

Updated On \_\_\_\_\_

**ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS**

Case or Bid No. Y17-1004 -RM

**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, consultants, 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 \_\_\_

For Staff Use Only:

Specific Project Expenditure Report (Revised November 5, 2010)

Initially submitted on \_\_\_\_\_

For use as of March 1, 2011.

Updated On \_\_\_\_\_

**ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS**

Case or Bid No. **Y17-1004 -RM**

Company Name: \_\_\_\_\_

**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, consultants, 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
<b>TOTAL EXPENDED THIS REPORT</b>			\$

For Staff Use Only:

Specific Project Expenditure Report (Revised November 5, 2010)

Initially submitted on \_\_\_\_\_

For use as of March 1, 2011.

Updated On \_\_\_\_\_

**ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS**

Case or Bid No. **Y17-1004 -RM**

Company Name: \_\_\_\_\_

**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)

PRINT NAME AND TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

Signature of Notary Public \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Staff signature and date of receipt of form \_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE  
AND ASPHALT BERMS**

Case or Bid No. **Y17-1004 -RM**

**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 his/her authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and consultant(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, consultant, 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.

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y17-1004 -RM**

**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY APPLICANT**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Procurement Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: \_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

\_\_\_\_\_

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:**

**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent: \_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

\_\_\_\_\_

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_

OC CE FORM 2P

FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y17-1004 -RM**

Company Name: \_\_\_\_\_

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

\_\_\_ YES \_\_\_ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

\_\_\_ YES \_\_\_ NO

**IS THE APPLICANT 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)

For Staff Use Only:

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number Y17-1004 -RM

Company Name: \_\_\_\_\_

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

Print Name and Title of Person completing this form: \_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Staff signature and date of receipt of form \_\_\_\_\_

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

# AGENT AUTHORIZATION FORM

FOR PROCUREMENTS IN ORANGE COUNTY, FLORIDA



I/WE, (PRINT BIDDER, OFFEROR, QUOTER OR RESPONDENT NAME)

\_\_\_\_\_, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), \_\_\_\_\_, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE CONTRACT APPROVAL PROCESS MORE SPECIFICALLY DESCRIBED AS FOLLOWS, IFB NO. Y17- 1004-RM, ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS, 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.

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

\_\_\_\_\_  
Signature of Bidder, Offeror, Quoter or Respondent

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**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.)

Attachment G

FAQs

*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.

**E VERIFICATION CERTIFICATION**

**IFB NO. Y17-1004-RM**

**NAME OF CONTRACTOR:** \_\_\_\_\_ (referred to herein as  
"Contractor")

**ADDRESS OF CONTRACTOR:**  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned does hereby certify that the above named contractor:

1. Is registered and is using the E-Verify system; or
2. 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 and consequently is unable to register to use the E-Verify system; or
3. Employs individuals that 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, and consequently is unable to use the E-Verify system.

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

**THIS PAGE LEFT INTENTIONALLY BLANK**

**BID BOND**

**BOND NUMBER** \_\_\_\_\_

STATE OF FLORIDA )

SS

COUNTY OF ORANGE )

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held firmly bound unto Orange County, Florida, in the penal sum of: \$ \_\_\_\_\_ Dollars, **(Ten percent {10%} of base bid if no amount entered) (Total Sum Written in Words)**

lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the attached Bid, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for a Contract entitled: **ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS, IFB Y17-1004-RM.**

**NOW THEREFORE**, if the Principal shall withdraw said Bid prior to the date of opening the same, or shall within ten (10) days after the prescribed forms are presented to him for signature, enter in a written Contract with Orange County, Florida, in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond with good and sufficient Surety or sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of the failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required work and/or supplies, provided the latter amount to be in excess of the former, then the above obligations shall be void and of no effect; otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above written parties have executed this instrument under their several seals this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned, pursuant to authority of its governing body.

**CONTRACTOR-PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
**NAME OF BUSINESS ENTITY**

\_\_\_\_\_  
**NAME OF SURETY**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE: SURETY AGENT**

(SEAL)

(SEAL)

\_\_\_\_\_  
**TYPE NAME AND TITLE**

\_\_\_\_\_  
**TYPE NAME AND TITLE**

\_\_\_\_\_  
**BUSINESS ADDRESS**

\_\_\_\_\_  
**BUSINESS ADDRESS**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**TELEPHONE**

**NAIC NUMBER:** \_\_\_\_\_

Licensed Florida Insurance Agent? Yes \_\_\_\_\_ No \_\_\_\_\_

License Number: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS

CITY OF \_\_\_\_\_ )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

\_\_\_\_\_

as Surety, and that he has been authorized by said Surety to execute the foregoing Bid Bond on behalf of the Principal (CONTRACTOR) named therein in favor of the owner.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification: \_\_\_\_\_

**In accordance with Part C, Section 19 and Part F Article 8 of the Invitation for Bids, if applicable, list the Lead Surety.**

\_\_\_\_\_  
LEAD SURETY AGENT FOR SURETY

\_\_\_\_\_  
Signature

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

AGENCY ADDRESS: \_\_\_\_\_

SURETY ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA  
CONSTRUCTION TERM CONTRACT**

**CONTRACT:**

Made between the Board of County Commissioners, Orange County, Florida (hereinafter called COUNTY), represented by the Manager of the Procurement Division executing this Contract, and:

>

**Federal Identification Number: >**

The CONTRACTOR shall perform all the Work required by the Contract Documents for the proper execution and completion of **ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS** in full accordance with the drawings and as elaborated in the specifications of **Invitation for Bids No. Y17-1004-RM** (hereinafter referred to as IFB) which is made a part of this Contract as completely as if set forth herein.

I

**AMOUNT OF CONTRACT:**

The County shall pay the Contractor in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the estimated amount of > Dollars (\$>).

The minimum guaranteed contract amount for the initial contract performance period is (\$100,000).

II

**ASBESTOS FREE MATERIALS:**

All work under this Contract will be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.

Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

III

**ADMINISTRATIVE DATA:**

**Payments:** Based upon invoices submitted to the Project Manager by the Contractor and Delivery Orders issued by the Project Manager, the County shall make payments against the Contract to the Contractor as provided in the Contract Documents.

Should the Contractor fail to complete all Work on or before the date stipulated for completion on a Delivery Order, or such later date as may result from an extension granted by the County, he shall pay and/or the County may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$200.00** for each consecutive calendar day after the date allowed by the Delivery Order until the entire work is complete, which sum is agreed upon as a reasonable and proper measure of damages which County will sustain per diem by failure of Contractor to complete the Work within time as stipulated; it being recognized by County and Contractor that the injury to County which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

**IV**  
**CONTRACT DOCUMENTS:**

This Contract entered into this date by the Board of County Commissioners hereinafter called the County, represented by the Manager of the Procurement Division executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

- A. The Contractor shall furnish all labor, equipment and materials and perform the Work described for the amount specified in individual Delivery Order in strict accordance with the General Conditions, Supplementary Conditions/Special Provisions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and designated as follows:
1. Orange County Invitation for Bids/Project Manual, **IFB No. Y17-1004-RM**, dated **January 9, 2017**; (which contains the Invitation for Bids, Notice, Instruction to Bidders, Bid Form and Attachments, this Contract, required Bonds and insurance certificates, General Conditions, Supplementary Conditions/Special Provisions, and Specifications);
  2. Addendum No. >; dated>;
  3. >'s Bid Proposal dated **February 9, 2017**;
  4. Certificates of Insurance;
  5. Payment/Performance Bonds;

B. The order of precedence of items and documents is as follows:

- Construction Contract
- Permits
- Supplemental Conditions/Special Provisions
- General Conditions
- Specifications/Technical Provisions
- Drawings/Plans
- Road Design, Structures, and Traffic Operations Standards (If applicable)
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction (If applicable)
- Bid Proposal
- Instructions to Bidders

C. Contract Type:

This is an indefinite quantity contract for the goods and/or services specified. The quantities of goods and/or services specified are estimates only and are not purchased by this Contract.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and/or services up to and including the quantity designated in the schedule as the "Total Estimated Amount." The County shall order at least the quantity designated as the "Minimum" during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

#### ORDER LIMITATIONS

- a. Minimum Order - When the County requires goods or services covered by this contract in an amount less than \$1,000, the County is not obligated to purchase, nor is the Contractor obligated to provide these goods or services under the contract.
  - b. Maximum Order – The Contractor is not obligated to honor any order for goods or services in excess of \$500,000.
- D. Delivery Orders shall not exceed \$500,000 without the express written authority of the Manager, Procurement Division.
- E. This Contract is effective >, 20\_\_ and shall remain effective through >, 20\_\_.
- F. This Contract may be unilaterally renewed as provided in the Contract Documents, Part F, Article 26, "Option to Extend the Term of the Contract". Any amendments to this Contract must be in writing.
- G. This Contract may be cancelled or terminated as provided for in the Invitation for Bids.
- H. Ordering against the Contract:

1. Unless otherwise specified in the Contract, the County will place orders by issuance of a numbered Delivery Order against this Contract. Each Delivery Order will specify the locations, description and completion time of the work.
2. 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 specified funding source for this contract.

I. Taxes:

The County has the following tax exemption certificates assigned:

1. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
3. Florida Sales and Use Tax Exemption Certificate No. 58-12-090729-53C.

J. Invoicing:

1. Invoices must be submitted, in duplicate, referencing this Contract number and the Delivery Order number to:

Roads and Drainage Division  
4200 S. John Young Parkway  
Orlando, Florida 32839

2. Invoices against this Contract are authorized only at the prices stated in your Bid response, unless otherwise provided in the Invitation for Bid.

**V**

**TIME OF COMMENCEMENT AND FINAL COMPLETION:**

Work to be completed within period specified on individual Delivery Orders, unless amended by written Change Order executed by both parties to this Contract.

**VI**

**COMPLIANCE WITH M/WBE CONTRACT REQUIREMENTS:**

By entering into this Contract, the Contractor affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her bid. The failure of the Contractor to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

**VII**  
**MISCELLANEOUS PROVISIONS:**

- A. Terms used in this Contract which are defined in the General Conditions shall have the meanings designated in those conditions.
- B. No price adjustments shall be made on this contract to the bid price of any products or materials including but not limited to gasoline, diesel or other fuels, and bituminous materials, including asphalt, due to fluctuations in market prices, changes in suppliers or any other reason.
- C. County and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- D. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**BOARD OF COUNTY COMMISSIONERS      >**  
**ORANGE COUNTY, FLORIDA**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
**Carrie Woodell, MPA, CFCM, CPPO, C.P.M.**      Signature  
**CPPB, APP, Manager, Procurement Division**

DATE: \_\_\_\_\_  
(for County use only)      Type or Print Name

PERFORMANCE BOND

BOND NUMBER \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Corporation, Partnership or Individual \_\_\_\_\_

hereinafter referred to as the Contractor, as Principal, and

Name of Surety \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407)836-5635 a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of \$\_\_\_\_\_, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into **Contract No. Y17-1004** with the "County", also referred to herein as the OWNER, for the project entitled: **ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS, at any location within Orange County, Florida**, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

General description of the Work: 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.

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which includes the Notice to Bidders, Instruction to Bidders, Proposal and Bid Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications and such amendments thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract.

**The applicable provisions of Section 255.05 and 713.01 Florida Statutes apply to this bond.**

2. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the SURETY may promptly remedy the default or shall promptly:
  - A. Complete the Contract in accordance with its terms and conditions; or
  - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the SURETY jointly of the lowest responsible bidder, arrange for a Contract between such bidder and the Owner. SURETY shall make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.
4. The undersigned expressly acknowledges its obligations and liabilities for liquidated damages suffered by the Owner under the provisions of the Contract Documents.
5. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, changes to Contract amounts, alterations or additions to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond, and the SURETY does hereby expressly waive notice of any such change, extension of time, change to Contract amount, alteration, or addition. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
6. The Contractor shall save the Owner harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of Final Completion of the Project.

Signed and sealed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_

SURETY

NAIC Number: \_\_\_\_\_

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

SURETY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR, AS PRINCIPAL

\_\_\_\_\_  
Firm Name

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name and Title

AGENT FOR SURETY

\_\_\_\_\_  
Signature

AGENCY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_

Licensed Florida Insurance Agent? Yes \_\_\_\_\_ No \_\_\_\_\_

License Number: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS

CITY OF \_\_\_\_\_ )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

\_\_\_\_\_ as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification: \_\_\_\_\_

**In accordance with Part C, Section 19 and Part F Article 8 of the Contract, if applicable, list the Lead Surety.**

\_\_\_\_\_  
LEAD SURETY AGENT FOR SURETY

\_\_\_\_\_  
Signature

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

AGENCY ADDRESS: \_\_\_\_\_

SURETY ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_

**PAYMENT BOND**  
**BOND NUMBER \_\_\_\_\_**

**KNOW ALL MEN BY THESE PRESENTS that**

**Name of Contractor** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Corporation, Partnership or Individual** \_\_\_\_\_

Thereinafter called Contractor, as Principal, and

**Name and Address of**

**Surety** \_\_\_\_\_

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407) 836-5635 a Political Subdivision of the State of Florida as Obligee, in the full and just sum of \$\_\_\_\_\_, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into Contract No. **Y17-1004** with the "County", also referred to herein as the OWNER, for the project entitled: **ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS, at any location within Orange County, Florida**, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

**General description of the Work:** 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.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Contractor shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Contractor, or any subcontractor(s) or sub-subcontractor(s), in the prosecution of the work provided for in said Contract.
2. Subject to the Owner's priority, claimants covered by Section 713.01 of the Florida Statutes shall have a direct right of action against the Principal and SURETY under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefore. Any claimant who seeks to recover against the Principal or SURETY under this obligation must also satisfy the notice requirement and time limitations of Section 255.05 of the Florida Statutes, as amended.
3. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, change to Contract amounts, alterations or additions to terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond and the SURETY does hereby expressly waive notice of any such change, extension of time, exercise of options for Contract renewal, changes to Contract amount, alternations or additions. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.

**The applicable provisions of Sections 255.05 and Florida Statutes apply to this bond.**

4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.

Signed and sealed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR, AS PRINCIPAL:

WITNESS:

\_\_\_\_\_  
Firm Name  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Type Name and Title

SURETY:

AGENT FOR SURETY:

NAIC Number: \_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
AGENCY ADDRESS: \_\_\_\_\_  
SURETY ADDRESS \_\_\_\_\_  
PHONE NO. \_\_\_\_\_

Licensed Florida Insurance Agent? Yes \_\_\_\_\_ No \_\_\_\_\_

License Number: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS.

CITY OF \_\_\_\_\_ )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

\_\_\_\_\_ as Surety, and that he has been authorized by said Surety to execute the foregoing Payment Bond on behalf of the Principal (Contractor) named therein favor of the owner.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification (Type) \_\_\_\_\_

**In accordance with Part C, Section 19 and Part F Article 8 of the Contract, if applicable, list the Lead Surety.**

LEAD SURETY AGENT FOR SURETY \_\_\_\_\_

Signature \_\_\_\_\_

BY: \_\_\_\_\_ AGENCY ADDRESS: \_\_\_\_\_

SURETY ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_

(THIS FORM MUST BE UTILIZED IN ALL FINAL PAY APPLICATIONS)

**FINAL RELEASE OF LIEN**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of monies, set out in the accompanying Estimate Statement No. \_\_\_\_\_, final, which quantity, the receipt of which is hereby acknowledged, is accepted as full and complete compensation for all work done, materials furnished and damages or claims arising under Orange County Contract No. Y17-1004-RM, entitled: ASPHALT MILLING AND RESURFACING WITH FRICTION COURSE AND ASPHALT BERMS

By:

\_\_\_\_\_  
Contractor

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before this \_\_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_\_\_, by \_\_\_\_\_.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of identification Produced \_\_\_\_\_

**CHANGE ORDER REQUEST  
PURCHASE ORDER / DELIVERY ORDER / CONTRACT**

\*Vendor Code: \_\_\_\_\_ \*Vendor Name: \_\_\_\_\_ \*Date: \_\_\_\_\_

\*Change Order Request No.: \_\_\_\_\_ \*Document No.: \_\_\_\_\_ Contract No. \_\_\_\_\_

\*Department: \_\_\_\_\_ \*Contact/Phone No.: \_\_\_\_\_

**ACCOUNTING LINE CHANGE ONLY:**

Accounting Line From: \_\_\_\_\_ Amount: \_\_\_\_\_

Accounting Line To: \_\_\_\_\_ Amount: \_\_\_\_\_

**COMMODITY LINE NUMBER ADD:**

Comm. Line No.: \_\_\_\_\_ Commodity Code: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Measure: \_\_\_\_\_

Unit Cost: \_\_\_\_\_ Description: \_\_\_\_\_ MA Line No. \_\_\_\_\_

Accounting Line: \_\_\_\_\_ Amount: \_\_\_\_\_

**COMMODITY LINE NUMBER INCREASE / DECREASE / DELETE:**

Comm. Line No. \_\_\_\_\_ Increase Qty By: \_\_\_\_\_ Decrease Qty By: \_\_\_\_\_ Increase Unit Cost By: \_\_\_\_\_

Decrease Unit Cost By: \_\_\_\_\_ Accounting Line: \_\_\_\_\_

Delete: \_\_\_\_\_ (check only if you want to delete this line number).

**CANCELLATION:**

\_\_\_\_\_ Please cancel Purchase Order / Delivery Order Original sent to vendor: \_\_\_\_\_ Yes \_\_\_\_\_ No

**\*JUSTIFICATION (Required for all transactions):**

Enter Retainage for line number(s) \_\_\_\_\_ in the amount of \_\_\_\_\_ %

*Original PO/DO/Contract Award/Encumbrance <u>circle one</u>	Contract Amount	Encumbered/De-Encumbered Amount
	\$ _____	\$ _____
*Net Dollars for Previous Change Orders (Addition/Subtraction) <u>circle one</u>	\$ _____	\$ _____
*Net Dollars for This Change Order (Addition/Subtraction) <u>circle one</u>	\$ _____	\$ _____
*Total Dollars	\$ _____	\$ _____

By signing this agreement, the Contractor hereby releases the County, its agents, and employees from any and all liabilities under this contract for further equitable adjustments and/or claims associated with this change order.

\*Vendor/Contractor Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

\*Departmental Approval: \_\_\_\_\_ Date: \_\_\_\_\_

\*Purchasing & Contracts Approval: \_\_\_\_\_ Date: \_\_\_\_\_

<p><b>For Purchasing Use Only</b> Track Change Order: ___ Yes ___ No Change Award Amount to: \$ _____</p> <p>Add the following text to the PO/DO: _____</p>
---

**CHANGE ORDER REQUEST CONTINUATION SHEET Document No.:** \_\_\_\_\_  
**PURCHASE ORDER / DELIVERY ORDER / CONTRACT**

**ACCOUNTING LINE CHANGE ONLY:**

Accounting Line From: \_\_\_\_\_ Amount: \_\_\_\_\_  
Accounting Line To: \_\_\_\_\_ Amount: \_\_\_\_\_  
Accounting Line Add: \_\_\_\_\_ Amount: \_\_\_\_\_  
Accounting Line From: \_\_\_\_\_ Amount: \_\_\_\_\_  
Accounting Line To: \_\_\_\_\_ Amount: \_\_\_\_\_  
Accounting Line Add: \_\_\_\_\_ Amount: \_\_\_\_\_

**COMMODITY LINE NUMBER ADD:**

Comm. Line No.: \_\_\_\_\_ Commodity Code: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Measure: \_\_\_\_\_  
Unit Cost: \_\_\_\_\_ Description: \_\_\_\_\_ MA Line No. \_\_\_\_\_  
Accounting Line: \_\_\_\_\_ Amount: \_\_\_\_\_  
Comm. Line No.: \_\_\_\_\_ Commodity Code: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Measure: \_\_\_\_\_  
Unit Cost: \_\_\_\_\_ Description: \_\_\_\_\_ MA Line No. \_\_\_\_\_  
Accounting Line: \_\_\_\_\_ Amount: \_\_\_\_\_  
Comm. Line No.: \_\_\_\_\_ Commodity Code: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Measure: \_\_\_\_\_  
Unit Cost: \_\_\_\_\_ Description: \_\_\_\_\_ MA Line No. \_\_\_\_\_  
Accounting Line: \_\_\_\_\_ Amount: \_\_\_\_\_

**COMMODITY LINE NUMBER INCREASE / DECREASE / DELETE:**

Comm. Line No. \_\_\_\_\_ Increase Qty By: \_\_\_\_\_ Decrease Qty By: \_\_\_\_\_ Increase Unit Cost By: \_\_\_\_\_  
Decrease Unit Cost By: \_\_\_\_\_ Accounting Line: \_\_\_\_\_  
Delete: \_\_\_\_\_ (check only if you want to delete this line number).  
Comm. Line No. \_\_\_\_\_ Increase Qty By: \_\_\_\_\_ Decrease Qty By: \_\_\_\_\_ Increase Unit Cost By: \_\_\_\_\_  
Decrease Unit Cost By: \_\_\_\_\_ Accounting Line: \_\_\_\_\_  
Delete: \_\_\_\_\_ (check only if you want to delete this line number).  
Comm. Line No. \_\_\_\_\_ Increase Qty By: \_\_\_\_\_ Decrease Qty By: \_\_\_\_\_ Increase Unit Cost By: \_\_\_\_\_  
Decrease Unit Cost By: \_\_\_\_\_ Accounting Line: \_\_\_\_\_  
\_\_\_\_\_

*Departmental Approval: _____	Date: _____
Purchasing & Contracts Approval: _____	Date: _____

## DRUG-FREE WORKPLACE FORM

The undersigned vendor, 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. Informs 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. Gives 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, notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days such conviction.
5. Imposes a sanction on, or requires 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. Makes 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

**THIS PAGE LEFT INTENTIONALLY BLANK**

**PART F  
GENERAL CONDITIONS**

**ARTICLE 1 - THE CONTRACT**

The Contract Documents are identified in the Contract, Part E. Titles, Subtitles, Headings, Running Headlines, Table of Contents, and Indexes are printed in the Contract Documents merely for convenience.

**ARTICLE 2 - DEFINITIONS**

The words and expressions (or pronouns used in their stead) defined in this Article shall, wherever they appear in the Contract Documents, be construed as follows unless a different meaning is clear from the context.

**"Addenda"** shall mean any additional solicitation provisions issued in writing by the County prior to the date and time for bid openings.

**"Bid Proposal"** shall mean the offer of proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**"Bidder"** shall mean any person, firm or corporation submitting a Bid for the Work.

**"Board of County Commissioners"** shall mean the Board of County Commissioners, Orange County, Florida, or their duly authorized representative(s).

**"Change Order"** shall mean a written order to the Contractor, signed by the County, authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract and/or Delivery Order, or the Contract Performance Period or Completion Time issued after execution of the Contract or issuance of a Delivery Order.

**"Completion Time"** shall mean the number of days specified on a Delivery Order for completion of the Work on that delivery order.

**"Contract"** shall mean the written agreement between the County and the Contractor covering the Work to be performed; the Contract will be attached to and made a part of the Contract Documents.

**"Contractor"** shall mean successful Bidder (and vice versa), whether a corporation, firm, individual or any combination thereof, and its (or their) successors, personal representatives, executors, administrators and assigns.

**"Contract Amount"** shall mean the total estimated award amount. The term "Contract Price" where used in the Contract Documents refers to the Contract Amount.

**"Contract Float"** shall mean the number of days that an activity or a sequence of activities does not necessarily have to start or end on the scheduled dates to maintain the schedule, or as a minimum, the number of days that an activity may be delayed from its early start date without delaying completion of the Work beyond the Contract Time for Substantial Completion or Final Acceptance.

**"Contract Performance Period"** shall mean the overall performance period of this Contract.

**"County"** shall mean the Board of County Commissioners, Orange County, Florida, or their duly authorized representative(s), for whom the Contract Work is being performed.

**"Day"** shall mean one calendar day when used in the Contract Documents.

**"Defective Work"** shall mean (a) Work that is unsatisfactory, deficient or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

**"Delivery Order"** shall mean any order issued against the basic Contract for construction work in accordance with its terms and conditions.

**"Drawings"** shall mean any drawings issued in conjunction with a Delivery Order to illustrate or further define the work.

**"Final Acceptance"** shall mean acceptance of the Work specified on an individual Delivery Order by the County upon the expiration of the warranty period as stated in the Contract Documents.

**"Final Completion"** shall mean acceptance of the Work by the County as evidenced by its signature upon final Certificate of Completion and approval thereof by the Board of County Commissioners. The final Certificate of Completion shall be signed only after the County has assured itself by tests, inspection or otherwise that all of the provisions and requirements of the Contract have been carried out to its satisfaction.

**"Notice"** shall mean written Notice. Notice shall be served upon the Contractor either personally or by leaving the said Notice at his residence, or place of business, or with his Agent in charge of the Work, or addressed to the Contractor at the residence or place of business given in the Bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

**"Notice of Award"** shall mean the written notice of award of the Contract given by the County to the apparent successful Bidder.

**"Project Manager"** shall be the duly authorized representative of the County during the construction period and is named in Article 10.

**"Shop Drawings"** shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, a manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the work.

**"Site"** shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Project Manager.

**"Specifications"** shall mean parts of the Contract Documents identified as "Specifications" and organized into Divisions. The specifications include general requirements and technical descriptions of materials, equipment, construction systems, standards and workmanship. The term "Technical Provisions" where used in the Contract Documents refers to the Specifications.

**"Subcontractor"** shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials and/or equipment for the work.

**"Substantial Completion"** shall mean the completion of the Work by the Contractor to the point where the County may make beneficial use of the Work.

**"Surety"** shall mean any corporation that executes, as Surety, the Contractor's Bid Bond and/or Payment and Performance Bonds securing the performance of this Contract, if required.

**"Work"** shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the construction assigned to or undertaken by the Contractor under the Contract documents, including the furnishing of all labor materials, equipment, and other incidentals.

### **ARTICLE 3 - ASSIGNMENT OF CONTRACT**

The contractor may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the County, at its sole discretion.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **ARTICLE 4 - QUOTATIONS, DELIVERY ORDER AMOUNT, PERFORMANCE PERIOD, PRE-CONSTRUCTION CONFERENCE**

The County shall issue a written Request for Quotation to the Contractor based upon a specific requirement for work that is within the scope of this Contract. The Contractor shall within seven (7) calendar days visit the site, if needed, and submit a written quotation to the County, based solely upon the unit prices contained in the Bid Item Schedule, Part D. The Contractor shall also provide with the quotation a proposed completion time (in number of days) for the project.

The Project Manager shall review the quotation, negotiate quantities and/or completion time as needed, and, upon acceptance of the quotation, issue a Delivery Order to the Contractor.

The Delivery Order shall specify the number of days to completion for the work covered by the Delivery Order.

**Pre-construction (Pre-work) Conference:** Within 20 days after the effective date of the Contract, but before Contractor starts the Work at any site, a conference attended by Contractor, Project Manager, other personnel as required and others as appropriate will be held to discuss such topics as may include, but not limited to; schedules, procedures for handling Shop Drawings and other submittals, processing of invoices, maintenance of traffic, initiation of coordination with affected utilities, and to establish a working understanding among the parties as to the Work.

#### **ARTICLE 5 - INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS**

It is the intent of the Specifications and Drawings (if applicable) to describe a the work to be constructed in accordance with the Contract Documents. However, the County makes no representation or warranty of any nature whatsoever to the Contractor concerning such documents. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he should call it to the Project Manager's attention in writing before proceeding with the work affected thereby. Any work that may reasonably be inferred from the applicable Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence and govern.

#### **ARTICLE 6 - REFERENCE POINTS (If Applicable)**

**Availability of Lands:** The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained by the County unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the County's furnishing these lands or easements entitles him to an extension of the Contract time, he may make a claim therefore as provided in Article 13. The Contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. The Project Manager will upon request furnish to the Contractor copies of all available boundary surveys and subsurface tests.

**Unforeseen subsurface conditions:** The Contractor will promptly notify the Project Manager in writing of any subsurface or latent physical conditions at any site which may differ materially from those indicated in the Contract documents. The Project Manager will promptly investigate those conditions and advise the Contractor in writing if further surveys or subsurface tests are necessary. Promptly thereafter, if needed, the Project Manager will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the Project Manager finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract documents, a change order shall be issued incorporating the necessary revisions.

**Reference points:** The Contractor shall be responsible for all field survey work that is needed for the execution of the work and the completion of this project as specified herein. All survey Work shall be done under the supervision of a Registered Professional Surveyor and Mapper.

The County shall furnish, one time, a set of permanent reference markers to form the basis for the above Contractor's survey.

All **section corners** and **quarter section** corners falling within the limits of this project shall be perpetuated by a Florida Registered Surveyor and Mapper.

- a. All such corners falling within or on the boundaries of this project shall have reference ties made, certified to and submitted to the County surveyor, Orange County, Florida, prior to the commencing of construction.
- b. Upon completion of construction and prior to final acceptance by the County, certified corner records shall be submitted to the department of natural resources in compliance with Florida Statutes, Chapter 177.507 and a copy of said certified corner record shall also be submitted to the Orange County surveyor. Said corner records shall reflect the corner as perpetuated and which shall meet these minimum standards:
  1. If the corner falls in asphalt or concrete construction, the corner shall be a 2 1/4" metal disc marked according to standard government practices and set in concrete no less than 18" in depth and shall be encased in an adjustable 5 1/4" diameter or larger valve box raised to the finished surface of construction.
  2. If the corner falls at any other location, it shall be a 4" x 4" concrete monument no less than 23" long with a 2 1/4" metal disc marked according to standard government practices. The top of said monument shall be set flush with the ground ( $\pm 0.5'$  depending on conditions).

Any U.S.C. and G.S. monument within limits of construction are to be protected. if monuments are in danger of damage, the Contractor shall contact the Project Manager and the Orange County Surveyor prior to the commencing of construction.

Payment for all necessary survey work shall be included in the Bid as part of the Contractor's base Bid.

#### **ARTICLE 7 - BONDS AND INSURANCE AND INDEMNIFICATION**

**Payment and Performance Bonds:** The CONTRACTOR shall execute and deliver to the County the Payment and Performance Bonds (see Part C, 2-h) included herein as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents.

These Bonds shall be in amounts at least equal to the Contract Amount, shall name the County as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- VI and must be included on the approved list of sureties issued by the United States Department of Treasury.

Prior to execution of the Contract Documents the County may require the Contractor to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premium shall be paid by the Contractor. If the Contract Amount is increased by Change Order, it shall be the Contractor's responsibility to insure that the Payment and Performance Bonds be amended accordingly and a copy of the amendment is forwarded to the County.

**The Contractor shall record the payment and performance bonds in Orange County public records as required by Florida Statutes, Chapter 255.05. Before commencing the work the Contractor shall provide to the Manager of the Procurement Division a certified copy of the recorded bonds. No payment will be made to the contractor until the contractor has provided a copy of the recorded bonds.**

If the Surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the Work is located or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall within five (5) days thereafter substitute another Bond with another Surety both of which shall be acceptable to the County.

#### **Insurance Requirements:**

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 Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Contractor under this Contract. 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. Insurance carriers providing coverage shall be authorized and/or eligible to do business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of A- Class VIII.

The Contractor shall require and ensure that each of its subcontractors maintain insurance until the completion of their work under any contract associated with this Contract. Failure of the Contractor to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to ensure that its subcontractors maintain coverage shall not relieve the Contractor of any contractual responsibility, obligation or liability.

If the CONTRACTOR intends to bid on this Contract as a Joint Venture then all insurance coverage required herein shall include the Joint Venture as "named insured". If the Joint Venture has no employees then this requirement is waived for workers' compensation. The Joint Venture shall also purchase discontinued completed operations coverage for any claims made after the dissolution of the Joint Venture. This coverage shall be for a period of two years following final completion of the project or continuing service contract.

The minimum types and amounts of insurance inclusive of any amount provided by an umbrella or excess policy, shall be as follows:

Workers' Compensation – The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits (see below) for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. The County will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent (Exhibit G)

Commercial General Liability – The Contractor shall maintain coverage issued on an ISO form CG 00 01 or its equivalent, with a limit of liability of not less than the limits indicated in the Schedule of Limits (see below). Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, 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. All projects with a Contract Amount greater than \$20,000,000 shall be written on a Designated Premises or Projects basis (Exhibit B). Commercial umbrella and excess coverage shall include liability coverage for damage to the Contractor's completed work equivalent to that provided under ISO Form CG 00 01 04 13.

Required Endorsements:

Additional Insured- CG 20 10 04 13 and CG 20 37 04 13 or its equivalent (Exhibits E and F)

Waiver of Subrogation- CG 24 04 05 09 or its equivalent  
Note: If blanket endorsements are being submitted please include the entire endorsement. The policy number to which the endorsement applies shall be indicated directly on the endorsement.

Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent, with limits of not less than the limits indicated in the Schedule of Limits (see below). In the event the Contractor does not own automobiles the 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 under Sections 29 & 30 of the Motor Carrier Act of 1980

Schedule of Limits:

Contract Amount	Workers' Comp/ Employers' Liability	General Liability	Automobile Liability
Up to \$10 million	Statutory/\$500,000	\$1,000,000	\$1,000,000
\$10 - \$20 million	Statutory/\$1,000,000	\$5,000,000	\$5,000,000
Over \$20 million	To Be Determined by the County		

Pollution Legal Liability - The Contractor agrees to maintain Contractor's Pollution Legal Liability with a limit of not less than one million (\$1,000,000) per occurrence on a per-project basis.

Builders' Risk - If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of the County, the Professional, the Contractor and subcontractors of any tier. Coverage shall be written on a completed value form (Exhibit C) in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum.

The coverage shall be written on an "all-risk" basis and shall, at a minimum cover the perils insured under the ISO CP 10 30 Special Causes of Loss Form (Exhibit D) and shall include property in transit and property stored on or off premises, which shall become part of the project. The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any wind percentage deductible (when applicable) shall not exceed five-percent (5%). The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the project ceases, or the project is accepted and insured by the County.

Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

<u>Project Cost</u>	<u>Minimum Limit</u>	<u>Maximum Deductible</u>
\$0-1,000,000	50% of project cost subject to a minimum of \$100,000/occurrence	10% of project cost or \$25,000, whichever is smaller
\$1,000,000-5,000,000	\$1,000,000	\$100,000
over \$5,000,000	Determined by the County	

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of the Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the 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 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 Contractor of the obligation to provide replacement coverage.

The Contractor shall be responsible for all risk of loss whether insured or not until final acceptance of the project by the County. The Contractor agrees to be fully and solely responsible for any costs or expenses resulting from a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of said deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. The County has the right to request that the Contractor procure and maintain a surety bond for any deductible amounts that exceed any amount stated herein in such amount and on such form that are acceptable to the County.

The County reserves the right, but not the responsibility to periodically review any and all policies of insurance and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Contract. In such event, the County shall provide the Contractor written notice of such adjustments and the Contractor shall comply within thirty (30) days of receipt thereof. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

The Contractor agrees to specifically include the County as an Additional Insured on the Commercial General Liability policy with a CG 20 37 – Additional Insured - Owners, Lessees or Contractors-Completed Operations (Exhibit E) or CG 20 10 – Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization Endorsement, or their equivalent (Exhibit F).

The Contractor shall also specifically include the County as an Additional Insured on any Commercial Umbrella or Excess policies unless the County is automatically defined under the policy as an Additional Protected Person. Additionally, the Contractor agrees to specifically include the County as an Additional Insured under the Contractor's Pollution Liability coverage (when applicable). The name of the organization identified in each Additional Insured endorsement's schedule shall read Orange County Board of County Commissioners.

The Contractor agrees by entering into this written Contract to provide a Waiver of Subrogation in favor of the County, Contractor, Professional, and sub-contractors of any tier for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit an endorsement, the Contractor agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

**Before execution of this Contract by the County and the start of any Work and for the duration of this Contract, the Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the project title and contract number. The certificate holder shall read:**

Orange County Board of County Commissioners  
c/o Procurement Division  
400 E. South Street  
Orlando, Florida 32801

Prior to commencement of any Work performed by subcontractors (if any), the Contractor shall obtain certificates of insurance evidencing coverage from each of its subcontractors and shall furnish within five days, copies of said certificates upon request by the County. In addition to the certificate(s) of insurance the Contractor shall also provide a blanket or specific additional insured endorsement and all waivers of subrogation or transfer of rights of recovery endorsements for each policy.

Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

**Indemnification:**

Subject to the limitations in the third paragraph under this heading, the Contractor will defend, indemnify and hold harmless the County, its agents and employees from and against all liabilities, claims, damages, losses, costs and expenses (including attorney's fees) arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss, cost or expense:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and,
- is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

The Contractor hereby acknowledges receipt of One Hundred Dollars (\$100) and other good and valuable consideration from the County as consideration for the indemnification provisions in this Contract.

In any and all claims against the County, its agents or employees; employees of the Contractor and subcontractor; all persons directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligations of the Contractor under this section shall not extend to the liability of the Professional and its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or the giving or the failure to give requested interpretations by the Professional and their agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

The Contractor will defend, indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights held by others during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

Provided however, if this Contract is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the County, its officers and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

The indemnification provisions contained herein shall survive the termination of this Contract.

## **ARTICLE 8 - CONTRACTOR'S RESPONSIBILITIES**

**Supervision and Superintendence** - The Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedure of construction, unless otherwise specified. The Contractor will be responsible to see that the finished Work complies accurately and completely with the Contract Documents.

**The Contractor will keep on the site at all times during its work a competent superintendent who shall not be replaced without written notice to the Project Manager.** The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

The Project Manager may require in writing that the Contractor remove from the Work any of Contractor's personnel that the Project Manager determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the Project Manager's use of this provision will be valid. Contractor shall indemnify and hold the County harmless from and against any claim by Contractor's personnel on account of the use of this provision.

**Labor, Materials and Equipment** - The Contractor will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the Project Manager, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors except as otherwise provided in the Contract Documents.

**Emergencies** - In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the Project Manager prompt written notice of any significant changes in the Work covered by a Delivery Order, or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract price or an extension of the Contract Time, he may make a claim therefore.

**Shop Drawing And Samples** - After checking and verifying all field measurements, the Contractor will submit to the Project Manager for acceptance in accordance with the accepted schedule of Shop Drawing submission - five copies (or at the Project Manager's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Project Manager may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Project Manager to review the information as required.

**Substitute Materials or Equipment** - If it is indicated in the Specifications that the Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he will within fifteen (15) days after the award of the Contract make written application to the Project Manager for acceptance of such a substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as the specified. **The application will include sufficient information to allow the Project Manager to evaluate the substitutions. The application will state the extent, if any, to which the review, acceptance, furnishing and installation of the proposed substitute will prejudice Contractor's completion of the Work within the Contract Time(s). If the cost of the review of the substitution is greater than that of the originally specified item, the Contractor will reimburse the County for all costs. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other Surety with respect to any substitute.** The benefit of lower cost items shall be shared between the County and Contractor as specified in the Instructions to Bidders. No substitute shall be ordered or installed without the written acceptance of the Project Manager who shall be the sole judge of acceptability.

**Concerning Subcontractors** - The Contractor will not employ any Subcontractor, other person or organization against whom the County or the Project Manager may have reasonable objections, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Project Manager, unless the County and the Project Manager determine that there is good caused for doing so.

The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him. Nothing in the Contract documents shall create, nor shall it be interpreted to create, privity or any other contractual relationship whatsoever between any Subcontractor and the County, or any person or business entity except the Contractor, or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

**The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the County.**

All Work performed for the Contractor by the Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance held by the County as trustee. The Contractor will pay each Subcontractor a share of any insurance monies received by the Contractor under this insurance.

**Patent Fees And Royalties** - The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

**Utilities** - The Contractor will pay all public utility charges except as provided for in the Contract documents.

**Laws And Regulations** - The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, he will give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Project Manager, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawing and Specifications are in accordance with such laws, ordinances, rules and regulations.

**Use Of Premises** - The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

The Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the County's property at the project site. In the event the Contractor desires to have access to the project site, or perform work or operations pertaining to the Contract on, over or from non-County property adjacent to the project site, the Contractor shall obtain written authorization to do so from the respective adjacent property owner(s) prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the County harmless, and to defend the County, in the event of any liability, loss, injury, or claim incurred as a result of the Contractors work or operations involving the use of the adjacent non-County property. The County shall be provided with a notarized, certified copy of such written authorization(s) before the Contractor commences work or operations or use of such property in connection with work or operations pursuant to this Contract.

**Safety And Protection** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- A. All employees on the site and other persons who may be affected thereby;
- B. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and the progress of the Work, all necessary safeguards for safety and protection and, in addition, he will comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., and the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and subsequent revisions and addenda as published by the U.S. Department of Transportation, Federal Highway Administration and adopted by the Florida Department of Transportation. He will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property or all damage, disruption, discontinuance or other loss to any utility system or roadways referred to in Paragraph B. and C. caused directly or indirectly, in whole or in part by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the Contractor; except damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the County, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the Contractor. The Contractor must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. **This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.**

**Emergencies** – In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Amount or an extension of the Contract Time, he may make a claim therefore as provides in Articles 12 and 13.

**Cleaning Up** - The Contractor will keep the site free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Delivery Order.

## **ARTICLE 9 – WORK BY OTHERS AND UTILITY COORDINATION**

**Work by Others** – The County may perform additional work related to the project by itself, or it may let other direct contracts which shall contain general conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the County, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs. Should the contract entail relocation of facilities not a part of this Contract, the Contractor will coordinate and cooperate with the applicable entity responsible for this portion of the work.

If any part of the Contractor's Work depends (for proper execution of results) upon work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the Project Manager in writing any defects, deficiencies or delays in such work that render it unsuitable for such proper execution and results.

The Contractor's failure to report shall constitute an acceptance of the other work, except as to defects, deficiencies and delays which may appear in the other work after the execution of the work.

The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly, and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering such other work and will only cut or alter such other work with the written consent of the Project Manager.

If the performance of additional work by other Contractors or the County is not noted in the contract documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 13.

**Utility Coordination** – Section 337.401 (1), Florida Statutes and other applicable law allows utility owners to install and maintain along, above, under, across or on any road or right-of-way any electric transmission or distribution facilities, telephone, telegraph, pole lines, poles, railway structures, ditches, sewers, water, heat, gas mains, pipelines, fences, gasoline tanks and pumps, waterlines, gas lines, wire lines, utility service connections, water and gas meter boxes, valve boxes, light standards, cable lines, cable ways, signals, signal boxes, and all other utility installations, improvements and utility appurtenances to be installed and maintained in the right-of-way.

The Contractor understands and agrees that the lands upon which the Work is to be performed consists of prior existing right-of-way, as well as, recently acquired right-of-way. The Contractor acknowledges and agrees that utility installations and appurtenances are located within the limits of the planned construction Work. The utility installations and appurtenances may be in conflict with the Contractor's Work or require relocation or adjustments. All utility conflict resolutions, relocations, or adjustments are to be moved by the utility owners at their expense, unless otherwise provided in the Contract documents.

The Contractor, by submission of a bid, agrees that prior to bid he has studied, performed field inspections, and evaluated all potential utility conflicts, the locations of permanent and temporary utility appurtenances in their present and relocated positions as may be shown on the plans. The Contractor acknowledges and agrees that the Contractor's bid has considered all potential utility conflicts, the locations of permanent and temporary utility appurtenances in their present and relocated positions including those shown on the plans, not shown on the plans, and those identified during the Contractor's pre-bid study or that should have been identified during the Contractor's field inspections, and evaluation of the limits of the planned construction Work.

The design Professional may show surface or subsurface utility conflicts, relocations, or adjustments in the drawings and plans. The surface and subsurface utility information shown in the drawings and plans was obtained and used by the design Professional to establish design criteria for the design plans. The accuracy as to location and the identification of all surface or subsurface utility information is not warranted or guaranteed and is not to be construed as part of the construction plans governing the construction Work. The Contractor shall solely make his own determinations as to surface and subsurface conditions.

The Contractor shall be solely responsible for utility coordination including all utility conflict resolutions, relocations, and adjustments. The concept of "utility coordination" means that the Contractor shall, at a minimum:

- A. Investigate both subsurface and aboveground conditions to identify potential conflicts far enough in advance of his planned construction operations to allow the Contractor to coordinate with utility owners and responsible parties any necessary conflict resolutions, relocations, or adjustments such that they can occur without delay to the Contractor's operations and Progress Schedule.
- B. Conduct regularly scheduled Utility Coordination Meetings with all affected utilities, and shall maintain detailed minutes of the discussions.
- C. Contact all utility owners in advance of any needed conflict resolutions, relocations, or adjustments.
- D. Contact the Project Manager as to all Contractor scheduled utility conflict resolutions, relocations, or adjustments.
- E. Schedule all work to be performed by the utility owners related to utility conflict resolutions, relocations, or adjustments.
- F. Schedule all work to be performed by the utility owners so as not to delay or disrupt in any way the Contractor's own performance of the Contractor's Performance Schedule.
- G. Assure the proper connection of the Contractor's Work with the work of the utility owners.

- H. Assure that the schedule, contacts, and proper connections between the Contractor's Work and the utility owner's work harmonize the work of both in a common action to achieve resolution of utility conflicts, relocations, and adjustments.
- I. Contractor shall, at no cost to the County, adjust the project schedule to allow the work to proceed in such a manner that delays to the progress of the work are minimized.

As discussed more fully in Article 18, delays to the Contractor's Progress Schedule resulting from the resolution of utility conflicts, relocations, and adjustments to utilities will not be considered as the basis for granting a change in Contract Amount or Contract Time.

#### **ARTICLE 10 - PROJECT OWNER STATUS DURING CONSTRUCTION**

The Contractor shall provide the following information to all subcontractors and suppliers:

County's Representatives - The Project Owner shall be the Board of County Commissioners. The Board shall be represented by the Project Manager listed below during the construction period:

Manager, Roads & Drainage Division, or designee  
4200 S. John Young Parkway, Orlando, FL. 32839  
Phone 407-836-7853  
Email: [Michael.Baker@OCFL.net](mailto:Michael.Baker@OCFL.net)

#### **ARTICLE 11 - CHANGES IN THE WORK**

Without invalidating the Contract, the County may at any time or from time to time by written order or directive have additions, deletions or revisions made to the Contract or as specified in individual Delivery Orders; authorized by Change Orders. Upon receipt of a written Change Order, the Contractor will proceed with the change in the Work so ordered or directed.

In the event the County issues the Contractor a written order or directive to change the Work and if the County and the Contractor do not arrive at a mutually acceptable increase or decrease in the Delivery Order price at the time the written order or directive is issued, the Contractor shall not use such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or completion of any of the work ordered, directed or required pursuant to the Delivery Order. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Delivery Order price or any extension or shortening of the Delivery Order completion time, an equitable adjustment will be made as provided in Article 12 or Article 13.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Delivery Order price or any extension of the completion time of a Delivery Order, except in the case of an emergency as provided in Article 8.

**If a Payment Bond and a Performance Bond has been required, it is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly and an amended bond document furnished to the County.**

#### **ARTICLE 12 - CHANGE OF CONTRACT PRICE/DELIVERY ORDER**

The amount specified on individual Delivery Orders constitutes the total compensation payable to the Contractor for performing the specified Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Delivery Order price may only be changed by written Change Order issued by the County. To be eligible for consideration by the County, any claim for an increase in the Delivery Order Price shall be in writing and delivered to the Project Manager within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Delivery Order Price shall be determined by the Project Manager. Any change in the Delivery Order Price or Contract Price shall be incorporated in a Change Order. However, no claim for an adjustment to the Delivery Order Price or Contract Amount will be considered for unforeseeable causes that were beyond the fault of negligence of the Contractor or his Subcontractors or supplier, such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Completion Time due to events of this nature.

In the event the value of any Work covered by a Change Order is not mutually agreed to by the County and the Contractor prior to the County issuing the Contractor a written order or directive to proceed with the changed Work, then the County, without the Change Order document being executed by the Contractor, shall not be prevented from issuing the Change Order, nor shall the Contractor fail to proceed without delay with the changed Work as ordered or directed by the County.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Delivery Order Price shall be determined by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the County. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

**Cash Allowances** - It is understood that the Contractor has included in the Contract Price any allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers or Subcontractors and for such sums within the limit of the allowances as the County may approve. Prior to final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract Price includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

### **ARTICLE 13 - CHANGE OF CONTRACT PERFORMANCE PERIOD**

The Contract Performance Period or the Completion Time of any Delivery Order may only be changed by a written Change Order. Any claim for an extension in the Completion Time to be eligible for consideration shall be in writing and delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Completion Time shall be determined by the Project Manager. Any change in the Completion Time resulting from any such claim shall be incorporated in a Change Order.

The Contract may be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefor. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the County; fires; floods; labor disputes; epidemics or acts of God.

All time limits stated in the Delivery Order are of the essence to the Contract.

In the event the Contractor submits a written claim requesting an extension in the Completion Time, whether such request relates to the County's issuance of a Change Order or for delays beyond the control of the Contractor, the Contractor shall submit with the claim supporting data, information, etc., indicating why the Completion Time cannot be met or maintained. The fact that the Work has been changed by a change order, or that a delay has occurred beyond the control of the Contractor, shall not of or by itself be considered as justification for an extension in the Completion Time unless or until it is established by the Contractor and approved by the County that the established Completion Time is insufficient for the Contractor to perform or complete the Work required by the Delivery Order.

### **ARTICLE 14 - WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK**

**Warranty and Guarantee** - The Contractor warrants and guarantees to the County that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test or approvals referred to in this Article. All unsatisfactory Work; all faulty Work; and all Work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

All warranty and guarantee coverage periods shall commence from the date of acceptance of the Work under a Delivery Order, regardless of the date of installation of Work, except for items which are determined by the County to be in an incomplete or a non-comply status at the time of substantial completion of the Work. The coverage commencement date for warranties and guarantees of such non-comply items shall be the date of the County's acceptance of non-comply items regardless of the date of installation of the Work. The coverage commencement date of warranties and guarantees shall, in accordance with the provisions stated above, be entered on each warranty or guarantee document. However, in the event the coverage commencement date entered on the warranty or guarantee document is not in accordance with the provisions stated above, the coverage commencement date shall none-the-less be the date determined by applying the provisions stated above.

**Tests and Inspections** - If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction over the permitting, construction, use occupancy, activation or operation of the project require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Manager timely notice of readiness therefor. The Contractor will furnish the Project Manager with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing Materials or such other applicable organizations as may be required by law or the Contract Documents.

If any such Work required to be inspected, tested or approved is covered without written approval of the Project Manager, it must if requested by the Project Manager be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

Neither observations by the Contractor nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

**Access To The Work** - The Project Manager and his representative, other representatives of the County and representatives of all Agencies having jurisdiction over the permitting, construction, occupancy, use, activation and operation of the Work will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others. **Uncovering Work** - If any Work is covered contrary to the request of the Project Manager or contrary to the requirements of the Contract documents and applicable standards, it must, if requested by the Project Manager, be uncovered for observation and replaced at the Contractor's expense.

If the Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and re-construction, if he makes a claim therefor as provided in Articles 12 and 13.

**Notice to Cure** - If the County determines the Work performed pursuant to issuance of a Delivery Order is defective or deficient; if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment; if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment; if the work is not progressing in a safe, orderly or well coordinated manner; or if the general progress and/or quality of the work is not adequate to ensure continuation or completion of the work in accordance with the Contract completion time requirements,

then the Procurement Division Manager may issue a notice to cure, giving the Contractor a specific period of time (1) in which to submit to the Project Manager a written Plan of Action including a schedule setting forth a plan by which the deficiencies will be corrected, and (2) a specific period of time in which to correct the deficiencies. If the Contractor does not submit a Plan of Action to indicate how and when the deficiencies indicated in the notice to cure will be cured within the specified time frame that is acceptable to the Project Manager, and if those deficiencies are not corrected within that time frame, then the County may take further action, up to and including Contract termination. The Contractor shall not be entitled to any delay claims as a result of the County's issuance of the notice to cure.

**Correction or Removal Of Defective Work** - If required by the Project Manager prior to approval payment on a Delivery Order, the Contractor will, promptly, without cost to the County and as specified by the Project Manager, either correct any defective Work whether or not fabricated, installed or completed or, if the Work has been rejected by the Project Manager, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, or as specified in a written notice from the Project Manager, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct and indirect costs of such correction or removal and replacement shall be paid by the Contractor. The Contractor will also bear the expense of making good all Work of others destroyed or damaged by this correction, removal or replacement of his defective Work.

**One (1) year Correction Period** - If, after the approval of payment and prior to the expiration of one (1) year after the date of Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work under a Delivery Order is found to be defective; the Contractor will promptly without cost to the County and in accordance with the Project Manager's written instructions, either correct such defective Work or, if it has been rejected by the Project Manager, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Project Manager may have the defective work corrected or the rejected Work removed and replaced; all direct and indirect costs of such removal and replacement will be paid by the Contractor.

**Acceptance Of Defective Work** - If, instead of requiring correction or removal and replacement of defective Work, the Project Manager prefers to accept it, then he may do so. In such case, if found that acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Delivery Order including an appropriate reduction in the price of the order. If the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor to the County.

**Neglected Work By Contractor** - If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the County may, after three (3) days written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the Contractor.

A Change Order shall be issued incorporating the necessary revision in the Contract documents including an appropriate reduction in the Contract Price. If the payments then or therefore due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

## **ARTICLE 15 - WARRANTY AND PAYMENT**

**Contractor's Warranty Of Title** - The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an invoice, whether incorporated in the Work or not, will have passed to the County prior to issuance of the invoice, free and clear of all liens, claims, security interests and encumbrances; and that no Work, materials or equipment covered by an invoice will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Work subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Application of Payments – Applications for payments shall be processed in accordance with Florida Statute 218.735, Part VII, "Local Government Prompt Payment Act".

The Project Manager shall provide written notice to the Contractor identifying the name, address, phone number and email address of the agent or employee the Contractor is required to submit payment requests or invoices to. This notice will be provided no later than ten (10) days after issuance of the Notice to Proceed.

Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager the County shall make progress payments on account of the Contract Amount to the Contractor as provided in the Contract Documents as follows:

If the Project Manager determines that progress payments are applicable to individual delivery orders then in the timeframes outlined in FS 218.735, Section 2, ninety five percent (95%) of the portion of the Contract Amount properly allocable to labor, materials and equipment incorporated in the Work and ninety five percent (95%) of the portion of the Contract Amount properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the Owner.

The Project Manager, shall reduce the retainage percentage withheld to 2% when the completion of the Work ascertained as payable exceeds fifty percent (50%) of the total contract amount. Upon Final completion of the entire Work covered by a delivery order, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Amount, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

Upon Final Completion of a Delivery Order, one hundred percent (100%) of the order amount, less such amounts as the County shall determine for all incomplete work and unsettled claims as provided in the Contract Documents, shall be paid.

**Approval of Payments** - The Project Manager will, within twenty (20) business days after receipt of each application for payment, either indicate his approval of payment or return the Application to the Contractor indicating in writing the reason for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and re-submit the Application. The County will pay the Contractor the amount approved within the time frame set forth in the Local Government Prompt Payment Act.

In the event the Contractor and the Project Manager do not achieve mutual agreement on the basis or amount of the payment, and should the Contractor be unwilling to make the necessary corrections or modifications, and re-submit the Application, then the County, to avoid delay in paying the Contractor the amount the County has determined the Contractor is entitled to receive, shall approve and process the Application by making such adjustments thereto as the County deems appropriate so that the Contractor receives, without delay, payment of the amount the County has determined to have been earned and owing to the Contractor.

In the event a dispute arises involving payments or invoices that have been rejected by the Project Manager and resubmitted by the Contractor and that cannot be resolved in accordance with F.S. 218.735 (3), the Orange County Payment/Invoice Disputes Resolution Process Procedures shall be used to resolve the dispute. The procedures can be obtained by contacting the Procurement Division at 407-836-5635.

The Project Manager's approval of any payment requested in an application for payment shall constitute a representation by him to the County, based on the Project Manager's on-site observations of the Work in progress and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the Project Manager shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, that he has reviewed the means, methods, techniques, sequences and procedures of construction nor that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys paid or to be paid to him on account of the Contract Amount.

The Contractor may, at the discretion of the County's Project Manager, be required to have applications for Progress Payments accompanied by Consent of Surety to Partial Payment. However, if there are no payment or performance bonds required, the County's Project Manager may require applications for Progress Payments accompanied by legally effective partial releases or waivers of liens executed by all Subcontractors which performed services and suppliers of material or equipment for the Contractor for services or supplies which were included in the previous Application for Progress Payment. The Contractor shall include the following certification on each Application for Progress Payments and the Application for Final Payment:

"The undersigned Contractor certifies that the work covered by this application for payment has been done, or completed in accordance with the Contract documents, that all amounts have been paid by Contractor for work, supplies, material or equipment for which previous Certificates for Payment were issued and that the current payment shown herein is now due".

The Project Manager's approval of final payment shall constitute an additional representation by him to the County that the conditions precedent to the Contractor's belief being entitled to final payment as set forth in this Article have been fulfilled.

The Project Manager may refuse to approve the whole or any part of any payment if in his opinion he is unable to make such representations to the County. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:

- A. The Work is defective;
- B. Claims have been filed or there is reasonable evidence indicating the probable filing thereof;
- C. The Contract Amount has been reduced because of Change Order(s);
- D. The County has been required to correct defective Work or complete the Work in accordance with Article 14; or
- E. Of unsatisfactory prosecution of the Work, including failure to clean up as required by Article 8.

**Inspection** - Upon written notice from the Contractor that all the Work is complete including the previously listed deficiencies and that the Work is complete in all respects, the Project Manager will make an inspection with the Contractor. The Project Manager will issue a single punch list of items to be completed or corrected by the Contractor. The punch list must specify a date, not to exceed five (5) days after the punch list has been developed and reviewed, in which the delivery of the punch list to the Contractor must be made. Items not included on the punch list cannot be used as a basis to withhold final payment for retainage. In addition, the final contract completion date shall be at least thirty (30) days after the delivery of the punch list to the Contractor. Punch lists not provided to the Contractor by the date agreed upon for delivery will cause the contract time for completion to be extended by the number of days the local government exceeded the delivery date. Damages may only be assessed against the Contractor in the event the Contractor fails to complete the project within the contract period as was extended by the guidelines set forth in this provision.

The final undisputed retainage payment, if any, must be made within twenty (20) business days after receipt of a proper payment request.

This would be less any amount withheld in accordance with contract provisions for incomplete or uncorrected work unless otherwise provided for by written notice to the Contractor specifying the failure of the Contractor to meet contract requirements in the development of the punch list.

**Inspection For Final Payment** - After the Contractor has completed any such corrections to the satisfaction of the Project Manager and delivered all documents as required by the Contract Documents, he may submit an invoice, following the procedure for payment.

For contracts that require Payment and Performance Bonds the Contractor may at the discretion of the Project Manager have the final application for payment for each delivery order be accompanied by legally effective final release or waiver of lien from the Contractor and the consent of Surety to final payment. The Final Release of Lien, Form E-12, must be utilized in all Final Pay Applications.

For contracts **not** requiring bonds the Contractor may at the discretion of the Project Manager have the final application for payment for each delivery order be accompanied by legally effective final releases or waivers of liens from the Contractor and all Subcontractors that performed services for the Contractor and all suppliers of material and/or equipment to the Contractor. The Final Release of Lien, Form E-12, must be utilized in all Final Pay Applications.

**Contractor's Continuing Obligation** - The Contractor's obligation to complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any invoice by the County, any payment by the County to the Contractor under the Contract Documents, any use or occupancy of the Work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

**Waiver Of Claims** - The making and acceptance of payment shall constitute:

A. A waiver of all claims by the County against the Contractor other than those arising from unsettled liens, from non-conforming, non-complying, deficient, incomplete or defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any special guarantees specified therein, and,

B. A waiver of all claims by the Contractor against the County other than those previously made in writing and still unsettled.

## **ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION**

**County May Suspend Work** - The County may at, any time and without cause, suspend the Work or any portion thereof by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed and the Contractor will resume the Work on the date so fixed. For unreasonable delays, the Contractor may be allowed an increase in the Delivery Order Price, an extension of the completion time specified in the Delivery Order, or both, if directly attributable to any suspension and if he makes a claim therefore as provided in Articles 12 and 13. However, no profits will be allowed on claims for suspended work. Also, during any period of suspension, the Contractor shall take all available measures to mitigate costs such as taking on new Work, reassigning resources to other Contracts, etc.

**Termination for Default-** If the Contractor is adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors without County approval; if a trustee or receiver is appointed for the Contractor or for any of his property; if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if he fails to prosecute and complete the work in accordance with the established project schedule or within the Contract time period; if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if he repeatedly fails to make prompt payment to Subcontractors for labor, materials or equipment; if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if he disregards the authority of the Project Manager; or if he otherwise substantially violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the contract for default and assign the completion of the Work to the Surety or take possession of the Work and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method it may deem expedient.

Prior to termination for default, the County will provide adequate written notice to the (vendor/contractor/consultant) through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) 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 surety 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.

If the amount of the Delivery Order exceeds the direct and indirect cost of the County completing the Project, such excess shall be paid to the Contractor. If such cost exceeds such unpaid balance, the Contractor will pay the difference to the County. Such cost incurred by the County will be determined by the County and incorporated in a Change Order.

In the event of termination by the County for any cause, the contractor will not have, under any circumstance, 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 vendor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. Continue and complete all parts of that work that have not been terminated.

If the contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any payment of monies by the County due the Contractor will not release the Contractor from liability.

**Termination for Convenience:** Upon seven (7) days written notice to the Contractor and the Surety, or sooner if reasonable under the circumstances, the County may, without cause and without prejudice to any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part, as the County may deem appropriate. In any termination for convenience, the Contractor shall be paid for Work completed by the Contractor, Subcontractors and suppliers at the time of termination provided the Work has been inspected and accepted by the County. However, the payment to the Contractor will exclude any and all anticipated supplemental costs, administrative expenses and profit for uncompleted Work.

Upon termination for convenience, the County shall have full power and authority to take possession of the Work, assume any subcontracts with Subcontractors and suppliers that the County selects, and prosecute the Work to completion by Contract or as the County may deem expedient.

A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

**Authority to Terminate:** The authority to terminate this Contract including all notices thereto is the sole responsibility of the Manager, Procurement Division.

#### **ARTICLE 17 – VERBAL ORDERS**

The Project Manager under the following conditions may issue verbal Change Orders to the Delivery Order:

- A. To address bona fide emergency requirements.
- B. To ensure the continuity of critical elements of contract performance.

**Any such verbal direction shall be confirmed in writing by the Project Manager to the contractor within five (5) calendar days after issuance. Concurrently, a copy of the written direction shall be provided to the Manager, Procurement Division with documentation in the form of an emergency justification for the action taken.** A formal Change Order and associated Contract amendment, if applicable, will be negotiated in conjunction with the Procurement Division and shall succeed the written confirmation not later than thirty (30) calendar days after issuance of the verbal direction.

Board approval, as applicable, shall be obtained.

#### **ARTICLE 18 - MAINTENANCE AND EXAMINATION OF RECORDS**

The Contractor shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years after the date of final payment on this contract.

If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract.

Contractor's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data; written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the County in connection with the Contractor's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- a) Contractor compliance with contract requirements; or
- b) Compliance with provisions for pricing change orders; or
- c) Compliance with provisions for pricing invoices; or
- d) Compliance with provisions regarding pricing of claims submitted by the Contractor or his payees; or
- e) Compliance with the County's business ethics; or
- f) Compliance with applicable state statutes and County Ordinances and regulations.

Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business hours.

The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

Records and documents shall be made accessible at the Contractor's local place of business. If the records are unavailable locally, it shall be the Contractor's responsibility to insure that all required records are provided at the Contractor's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between contractor and payee.

Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Subcontractors and Sub-subcontractors, material suppliers, etc. Contractor shall cooperate fully and shall cause all aforementioned parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

The County's authorized representatives or designees shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

Even after a change order proposal has been approved, Contractor agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of contractors and/or subcontractors and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Contractor to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Contractor. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the contractor's invoices and /or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Contractor.

## ARTICLE 19 - FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal governmental 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.

**All Contracts in excess of one hundred and fifty thousand dollars (\$150,000.00) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.**

## ARTICLE 20 - MINORITY/WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS AND SMALL BUSINESS PROVISIONS

The Contractor will comply with all requirements of Orange County's Minority/Women Owned Business Enterprise Ordinance No. 94-01, as amended by Ordinance No. 2009-21. In summary, the ordinances establish a goal of 25% of the County's annual monetary value of contracts be awarded to minority/women owned business enterprises meeting Contract specifications.

The goals for work force employment levels are 18% minority and 6% women. Other provisions of the Ordinance as it pertains to construction projects may be found in Part C of this document.

To facilitate monitoring for compliance with the Ordinance, the Contractor **must**:

- A. Provide to the County's Business Development Division Liaison all subcontracts and/or purchase orders, fully executed by both parties, with each Subcontractor and supplier listed on Attachment C-2 in the Prime Contractor's bid (M/WBE's and non-M/WBE's). **The prime Contract will not be executed by the County until these documents are on file in the Business Development Division.** Prime Contractor should include in the subcontract / purchase order a statement that makes the legality of the document contingent upon execution of the prime Contract by the County.
- B. The Contractor **must** include a **Prompt Payment Clause** and payment schedule in all subcontracts and purchase orders (including those with non-M/WBE's) stating that payment will be made to the Subcontractor/suppliers within 72 hours of receipt of payment from the County. The Contractor **must** pay each Subcontractor and supplier for all work covered under an Application for Payment within the 72 hour timeframe.

**This provision in no way creates any contractual relationship between any Subcontractor and Orange County or any liability on Orange County for the Contractor's failure to make timely payments. The timeliness of such payments may be evaluated by the Business Development Division Liaison in considering compliance with the Ordinance.**

- C. The Contractor must submit:

- 1) A Monthly Workforce Report (Current Field Employment Data). Contractor shall also ensure that all Subcontractors/suppliers with contracts over \$50,000 supply a Monthly Workforce Report; and
- 2) A Monthly Prime Contractor's Report including M/WBE Utilization Reports.

The Contractor shall furnish written documentation evidencing actual dollars paid to each Subcontractor/supplier listed and/or utilized by the Contractor. This will include, but not be limited to: copies of canceled checks, approved invoices, and signed, sworn affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the Contractor prior to issuance of final payment.

The required reports are to be submitted to the Business Development Division Liaison no later than the fifth day of each month beginning one month after the Work begins and to continue until Final Completion of the contract. The Business Development Division Liaison has the authority to delay Contractor's Progress Payments if reports are not submitted in a timely manner.

The final Prime Contractor's Report-M/WBE Utilization Report **must** be signed by the Contractor's authorized agent certifying that all information contained therein is a true and accurate account of M/WBE utilization per the bid and contract documents. Approval of the final Application for Payment is contingent upon receipt of this certification.

- D. Contractor **must** not substitute, replace or terminate any M/WBE firm without **prior written authorization from the Orange County Business Development Manager**, nor **must** the Contractor reduce the scope of work or monetary value of a subcontract without prior written authorization of the Business Development Manager. All modifications, additions and deletions to any and all Contracts issued to said M/WBE's **must** also have prior written authorization of the Business Development Manager.
- E. The Contractor shall expeditiously advise all M/WBE's and the Business Development Division Liaison of all Change Orders, contract modifications, additions and deletions to any and all contracts issued to said M/WBE's.
- F. Failure of the Contractor to adhere to the provisions of the Ordinance may subject the Contractor to penalties as outlined in Sec. 17-326 of the Ordinance. The penalties include:
- 1) Liquidated damages up to 10% of the Contract;
  - 2) Suspension or permanent debarment from bidding;
  - 3) Termination of any present contracts;
  - 4) Withholding retainage;
  - 5) A negative evaluation of good-faith effort on future bids;
  - 6) Withholding of payments.

## **ARTICLE 21 - ASBESTOS FREE MATERIALS**

- A. Project is to be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the Contract. Payment shall be withheld until such statement is submitted.
- B. Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction performed by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

## **ARTICLE 22 - CONDITION OF MATERIALS AND PACKAGING**

In instances where the Specifications, (Part H) make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the Contractor pursuant to the requirements imposed upon said Contractor by this Contract will be new and in first class condition: all related containers being new and suitable for storage and shipment; all prices including the cost of standard commercial packaging. Contractors will be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

## **ARTICLE 23 -NO ASSIGNMENT OF AGREEMENT**

Contractor may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the County, at its sole discretion.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

## **ARTICLE 24 - CONSTRUCTION TERM CONTRACT**

This is a construction term Contract for the services specified, and effective for the period specified. The quantities provided are estimates only and are not purchased by this Contract. Performance shall be accomplished only as authorized by Delivery Orders issued against the Contract. The County may issue orders requiring performance at the multiple locations.

## **ARTICLE 25 - CONTRACT TERM/RENEWAL**

The Contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months.

The County may unilaterally renew the Contract for the periods specified on the Bid Proposal Form for twenty-four (24) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. Refer to the clauses entitled "Option to Extend the Term of the Contractor" and "Interim Extension of Performance".

#### **ARTICLE 26 - OPTION TO EXTEND THE TERM OF THE CONTRACT**

The County may unilaterally extend the term of this Contract by written notice to the Contractor at least 60 days before the expiration of any Contract term. The exercise of the option shall be for the period specified and for the prices listed on the Bid Proposal Form. All other terms and conditions of the Contract shall apply to the option periods.

#### **ARTICLE 27 - INTERIM EXTENSION OF PERFORMANCE**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new Contract, the County may unilaterally extend the Contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the Contract shall apply during this period.

The total duration of this Contract, including the exercise of all options, shall not exceed 3.5 years.

#### **ARTICLE 28 - MINIMUM/MAXIMUM DELIVERY ORDER AMOUNT**

The Contractor is not obligated to accept Delivery Orders less than \$1,000 or in excess of \$500,000. However, if the Contractor accepts any orders outside these parameters, they shall be performed in accordance with all requirements of the Contract.

#### **ARTICLE 29 - ISSUANCE AND ADMINISTRATION OF ORDERS**

Any order issued during the effective period of this Contract 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 same extent as if the order were completed during the Contract's performance period.

#### **ARTICLE 30 - VARIATION IN ESTIMATED QUANTITY**

If the quantity of a unit priced item in this Contract is an estimated quantity, and the actual quantities ordered exceeds the estimate by 50% or more, then the County may negotiate a lower unit price, which will be incorporated into the Contract by Contract Amendment.

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.

#### **ARTICLE 31 - MISCELLANEOUS**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail (postage prepaid) to the last business address known to the County.

Specifications and Drawings, if any, furnished to the Contractor by the County shall remain the County's property, and shall apply to a specified delivery order.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warrants, guarantees and obligations imposed upon the Contractor and the rights and remedies available to the County thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

Should the County or the Contractor suffer injury or damage to its person or property because of any omission or act of the other or of any of his employees, agents or others for whose acts he is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Ninth Circuit Court in and for Orange County, Florida.

#### **ARTICLE 32 – 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.

"Claim" as used in this provision applies after failure of the parties to agree to an adjustment as provided in Article 12, Change of Contract Price/Delivery Order and Article 13, Change of Contract Performance Period.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Division Manager 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. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision.

The Procurement Division Manager's 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 of the Procurement Division.

### **ARTICLE 33 - VALUE ENGINEERING**

**A. Intent and Objective:** This Section applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the Work. This Section does not, however, apply to any such proposal unless it is identified by the CONTRACTOR, at the time of its submission to the COUNTY, as a proposal submitted pursuant to this Section.

VECPs contemplated are those that would result in net savings to the COUNTY by providing either: (A) a decrease in the cost of performance of the Work, or; (B) a reduction in cost of ownership (hereinafter referred to as collateral costs) of the Work, regardless of acquisition costs.

VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the submittal of VECPs where the required functions and characteristics could be combined, reduced or eliminated as being nonessential or excessive.

Plan errors which are identified by the CONTRACTOR and which result in a cost reduction, will not qualify for submittal as a VECP.

The COUNTY reserves the right to reject at its discretion any VECP submitted. Substitution of another design alternate, which is detailed in the Plans, for the one on which the CONTRACTOR bid, will not be allowed under this Section. Pending execution of a formal supplemental Agreement, implementing an approved VECP, the CONTRACTOR shall remain obligated to perform in accordance with the terms of the existing Contract. No time extensions will be granted due to the time required to review a VECP.

**B. Subcontractors:** The CONTRACTOR is encouraged to include the provisions of this Section in contracts with subcontractors. The CONTRACTOR shall encourage submission of VECPs from subcontractors, however, it is not mandatory that VECPs be submitted nor is it mandatory that the CONTRACTOR accept or transmit to the COUNTY VECPs proposed by his subcontractors.

**C. Data Requirements:** As a minimum, the following information shall be submitted by the CONTRACTOR with each VECP;

A description of the difference between the existing requirements and the proposed change, and the comparative advantages and disadvantages. Separate detailed cost estimates for both the existing requirements and the

proposed change. The cost estimates shall be broken down by item numbers indicating quantity increases or decreases and deleted pay items.

Additional proposed Work, now covered by the Contract Documents, shall be identified by current COUNTY pay item numbers. In preparing the estimates, the CONTRACTOR shall include overhead, profit and bond. No separate pay item(s) for these costs will be allowed.

An itemization of plan details, plan sheets, design standards and Specifications that must be changed or added if the VECP is adopted. Preliminary plan drawings must be sufficient to describe the proposed changes.

An estimate of the effects the VECP would have on collateral costs to the COUNTY.

Engineering Incentive or other analysis in sufficient detail to identify and describe specific features of the Contract Documents which must be changed if the VECP is accepted, with a proposal as to how these changes can be accomplished and an assessment of their effect on other Project elements. The COUNTY may require that Engineering Incentive analyses be performed by a prequalified consultant in the applicable class of Work. Any design changes which result from the VECP must be supported by computations sealed by a Professional registered in the State of Florida.

A statement of the time by which approval of the VECP must be issued by the COUNTY to obtain the total estimated cost reduction during the remainder of this Contract noting any effect on the Contract completion time or delivery schedule.

- D. Processing Procedures:** Two copies of each VECP shall be submitted to the County's Project Manager, or his/her duly authorized representative, VECPs will be processed expeditiously; however, the COUNTY will not be liable for any delay in acting upon a VECP submitted pursuant to this Section.

The CONTRACTOR may withdraw, in whole or in part, a VECP not accepted by the COUNTY within the period specified in the VECP. The COUNTY shall not be liable for any VECP development cost in the case where a VECP is rejected or withdrawn. The COUNTY shall be the sole judge of the acceptability of a VECP and of the estimated net savings in construction and/or collateral costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract prices if, in the judgment of the COUNTY, such prices do not represent a fair measure of the value of Work to be performed or to be deleted.

Prior to approval, the COUNTY may modify a VECP, with the concurrence of the CONTRACTOR, to make it acceptable. If any modification increases or decreases the net savings resulting from the VECP, the CONTRACTOR'S fair share will be determined upon the basis of the VECP modified and upon determination of final quantities. The net savings shall be computed by subtracting the revised total cost of all bid items affected by the VECP design from the total cost of the same bid items as represented in the Contract Documents.

Prior to approval of the VECP, which initiates the supplemental Contract, the CONTRACTOR shall provide acceptable contract quality Plan sheets revised to show all details consistent with the VECP design.

- E. Computations for Change in Contract Cost of Performance:** CONTRACTOR development and implementation costs for the VECP will not be recoverable. If the VECP is adopted, the CONTRACTOR'S share of the net savings as defined hereinafter shall be considered full compensation to the CONTRACTOR for the VECP. COUNTY costs of processing or implementation of a VECP will not normally be considered in the estimate. However, the COUNTY reserves the right, where it deems such action appropriate, to require the CONTRACTOR to pay the COUNTY'S cost of investigating and implementing a VECP submitted by the CONTRACTOR as a condition of considering such proposal.

Where such a condition is imposed, the CONTRACTOR shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the COUNTY to deduct amounts payable to the COUNTY from any monies due or that may become due to the CONTRACTOR under the Contract.

- F. Computations for Collateral Costs:** When collateral cost savings are sought by the CONTRACTOR, separate estimates must be prepared for collateral costs of both the existing Contract requirement and the proposed change. Each estimate shall consist of an itemized breakdown of all costs and the basis for the data used in the estimate.

Cost benefits to the COUNTY include, but are not limited to: reduced costs of operation, maintenance or repair, and extended useful service life. Increased collateral costs include the converse of such factors. Computations shall be as follows:

Costs shall be calculated over a 20-year period on a uniform basis for each estimate. If the difference in the estimates as approved by the COUNTY indicate a savings, the CONTRACTOR shall divide the resultant amount by 20 to arrive at the average annual net collateral savings. The resultant savings shall be shared as stipulated in paragraph G below.

- G. Sharing Arrangements:** If a VECP is approved by the COUNTY, the CONTRACTOR may be entitled to share in both construction savings and collateral savings to the full extent provided for in this subsection. Except for innovative ideas, the CONTRACTOR and COUNTY shall each receive 50 percent of net reduction in the cost of performance of this Contract. For innovative ideas, the reduction in the cost of performance shall be shared as follows:

ACCRUED NET SAVINGS	CONTRACTOR'S SHARE %	COUNTY'S SHARE %
Less than \$25,000	85	15
\$25,000 to \$50,000	75	25
Over \$50,000	50	50

If an approved change is identical or similar to a previously submitted VECP or an idea previously utilized by the COUNTY it will not be considered an innovative idea, thus, will only qualify for a 50 percent sharing of savings.

When collateral savings occur, the CONTRACTOR shall receive 20 percent of the average one year's net collateral savings. The CONTRACTOR shall not receive construction savings or collateral savings on optional Work listed in this Contract until the COUNTY exercises its option to obtain that Work.

#### **ARTICLE 34 - CONTRACT TYPE**

This is an indefinite quantity contract for the goods and/or services specified. The quantities of goods and/or services specified are estimates only and are not purchased by this Contract.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and/or services up to and including the quantity designated in the schedule as the "Total Estimated Amount." The County shall order at least the quantity designated as the "Minimum" during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

#### **ORDER LIMITATIONS**

- a. Minimum Order - When the County requires goods or services covered by this contract in an amount less than \$1,000, the County is not obligated to purchase, nor is the Contractor obligated to provide these goods or services under the contract.
- b. Maximum Order – The Contractor is not obligated to honor any order for goods or services in excess of \$500,000.

#### **ARTICLE 35 – PATENTS AND ROYALTIES**

Unless otherwise provided, the bidder shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract.

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.

#### **ARTICLE 36 – OWNER DIRECT PURCHASE**

Pursuant to *Florida Statutes*, Section 212.08(6), and *Florida Administrative Code*, Number 12A-1.094, Orange County Florida is exempt from Florida Sales Tax for the purchase of construction materials, supplies and/or equipment incorporated into a construction project.

For construction Contracts valued at \$10,000,000, or lesser amounts as determined by the County, the County may, at its discretion, use the direct purchase method for large dollar value equipment and materials that realize a tax savings of at least \$5000.

Direct purchases will be negotiated with the Contractor based on those items identified by the Professional. The final determination as to whether to direct purchase any materials or equipment shall be made by the Manager of the Procurement Division after consultation with the County's Project Manager.

When it has been determined that the use of direct purchases is warranted, the, Orange County Owner Direct Purchase Provision in Exhibit 2 shall govern.

#### **ARTICLE 37 – 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 :

Teresa Miller, Procurement Public Records Liaison  
400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801  
407-836-5897  
[Teresa.Miller@ocfl.net](mailto:Teresa.Miller@ocfl.net)

**ARTICLE 38 - MULTIPLE AWARDS**

In the event of multiple awards the County, after any applicable contract minimums have been satisfied, will give the primary contractor first opportunity to perform all available work. If the County, at its sole discretion, determines the primary contractor cannot respond in time, an alternate contractor may be contacted to perform the required work.

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT  
CONTRACT # \_\_\_\_\_

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 subcontractors 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: \_\_\_\_\_

EXHIBIT B

POLICY NUMBER:  
LIABILITY

COMMERCIAL GENERAL

CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Designated Construction Projects:

"Any person or organization on whose behalf you are required to obtain a Designated Construction Project under a written contract or agreement"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought or
    - c. Persons or organization making claims or bringing "suits"
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being

subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products- completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Limits of Insurance (**SECTION III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

EXHIBIT C

COMMERCIAL PROPERTY  
CP 00 20 06 07

**BUILDERS RISK COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section G., Definitions.

**A. Coverage**

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause Loss.

**1. Covered Property**

Covered Property as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.**, Property Not Covered, If a Limit of Insurance is shown in the Declarations for that type of property.

**Building Under Construction**, meaning the building or structure described in the Declarations while in the course of construction, including:

- a. Foundations;
- b. The following property:
  - (1) Fixtures and machinery;
  - (2) Equipment used to service the building; and
  - (3) Your building materials and supplies used for construction;

Provided such property is intended to be permanently located in or on the building or structure described in the Declarations or within 100 feet of its premises;

- c. If not covered by other insurance, temporary structures built or assembled on site, including cribbing,

scaffolding and construction forms.

**2. Property Not Covered**

Covered Property does not include:

- a. Land (including land on which the property is located) or water;
- b. The following property when outside of buildings:
  - (1) Lawns, trees, shrubs or plants;
  - (2) Radio or television antennas (including satellite dishes) and their lead-in wiring, master or towers; or
  - (3) Signs (other than signs attached to buildings)

**3. Covered Causes of Loss**

See applicable Causes Of Loss Form as shown in the Declarations.

**4. Additional Coverages**

**a. Debris Removal**

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

- (2) Debris Removal does not apply to costs to:

- (a) Extract "pollutants" from land or water; or

- (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in paragraph (4), the following provisions apply:
- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
- (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- Therefore if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.
- (5) **Examples**  
The following examples assume that there is no Coinsurance penalty.

**Example #1**

Limit or Insurance:	\$90,000
Amount of Deductible:	\$500
Amount of Loss:	\$50,000
Amount of Loss Payable:	\$49,500
	((\$50,000 - \$500))
Debris Removal Expense:	\$10,000
Debris Removal Expense Payable:	\$10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500.) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

**Example #2**

Limit of Insurance:	\$90,000
Amount of Deductible:	\$500
Amount of Loss:	\$80,000
Amount of Loss Payable:	\$79,500
	((\$80,000 - \$500))
Debris Removal Expense:	\$30,000
Debris Removal Expense Payable:	Basic Amount:
	\$10,500
	Additional Amount: \$10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of loss payable and debris removal expense (\$79,500 + \$30,00 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

**b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

**d. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The

expense will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

**5. Coverage Extensions**

**a. Building Materials And Supplies Of Others**

(1) You may extend the insurance provided by this Coverage Form to apply to building materials and supplies that are:

- (a) Owned by others;
- (b) In your care, custody or control;
- (c) Located in or on the building described in the Declarations, or within 100 feet of its premises; and
- (d) Intended to become a permanent part of the building.

(2) The most we will pay for loss or damage under this Extension is \$5,000 at each described premises, unless a higher Limit of Insurance is specified in the Declarations. Our payment for loss or damage to property of others will only be for the account of the owner of the property.

**b. Sod, Trees, Shrubs And Plants**

You may extend the insurance provided by this Coverage Form to apply to loss or damage to sod, trees, shrubs and plants outside of buildings on the described premises, if the loss or damage is caused by or results from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;

- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

**B. Exclusions And Limitations**

See applicable Causes Of Loss From as shown in the Declarations.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for the loss or damage to outdoor signs attached to buildings is \$2,500 per sign in any one occurrence.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean-up And Removal Additional Coverage are in addition to the Limit of insurance.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of insurance.

**D. Deductible**

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by Additional Condition – Need For Adequate Insurance. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible But the Deductible will be applied only once per occurrence.

**Example #1**

(This example assumes there is no penalty for underinsurance.)

Deductible:	\$ 1,000
Limit of Insurance – Building #1:	\$ 60,000
Limit of Insurance – Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100
Loss to Building #2:	\$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$61,000) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

\$60,100
- 1,000
\$59,100

Loss Payable – Building #1  
The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of \$80,000.

Total amount of loss payable: \$59,100 + \$80,000 = \$139,100.

**Example #2**

(This example, too, assumes there is no penalty for underinsurance.)

The Deductible and Limits of Insurance are the same as those in Example #1

Loss to Building #1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building # 2	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable - Building #1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building #2	\$ 80,000
(Limit of Insurance)	

Total amount of loss payable:  
\$140,000

**E. Loss Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

### 1. Abandonment

There can be no abandonment of any property to us.

#### Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select and umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraiser will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny claim.

### 3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for

examination.

- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
  - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records
  - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (8) Cooperate with us in the investigation or settlement of the claim.
- b. we may examine any insured under oath while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answer must be signed.

### 4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
- (1) Pay the value of lost or damaged property;
  - (2) pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
  - (3) Take all or any part of property at an agreed or appraised value; or
  - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.
- We will determine the value of lost or damaged property, or the cost of its repair

or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
  - (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.
- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a portion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace the building, we will pay you the full value of the loss to the party wall, subject to all

applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provision of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

#### **5. Recovery Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

#### **6. Valuation**

We will determine the value of Covered Property at actual cash value as of the time of loss or damage.

#### **F. Additional Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

##### **1. Mortgageholders**

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

**2. Need for Adequate Insurance**

We will not pay a greater share of any loss than the portion that the Limit of

Insurance bears to the value on the date of completion of the building described in the Declarations.

**EXAMPLE #1 (UNDERINSURANCE)**

When: The value of the building on the date of completion is: \$200,000  
 The Limit of Insurance for it is: \$100,000  
 The Deductible is: \$ 500  
 The amount of loss is: \$ 80,000

Step (1):  $\$100,000 \div \$200,000 = .50$

Step (2):  $\$80,000 \times .50 = \$40,000$

Step (3):  $\$40,000 - \$500 = \$39,500.$

We will pay no more than \$39,500. The remaining \$40,500 is not covered.

**EXAMPLE #2 (ADEQUATE INSURANCE)**

When: The value of the building on the date of completion is: \$200,000  
 The Limit of Insurance for it is: \$200,000  
 The Deductible is: \$ 1,000  
 The amount of loss is: \$ 80,000

The limit of Insurance in the example is adequate and therefore no penalty applies. We will pay no more than \$79,000 (\$80,000 amount of loss minus the deductible of \$1,000).

**3. Restriction Of Additional Coverage – Collapse**

If the Causes Of Loss – Broad Form is applicable to this Coverage Form, Paragraph C.2.f. of the Additional Coverage – Collapse does not apply to this Coverage Form.

If the Cause Of Loss – Special Form is applicable to this Coverage Form, Paragraphs D.2.c. and D.2.d of the Additional Coverage Collapse do not apply to this Coverage Form.

**4. When Coverage Ceases**

The insurance provided by this Coverage Form will end when one of the following first occurs:

- a. This policy expires or is cancelled.
- b. The property is accepted by the purchaser;
- c. Your interest in the property ceases;
- d. You abandon the construction with no intention to complete it;
- e. Unless we specify otherwise in writing.
  - (1) 90 days after construction is complete or;
  - (2) 60 days after any building described in the Declarations is:
    - (a) Occupied in whole or in part; or
    - (b) Put to its intended use.

**G. Definitions**

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**CAUSES OF LOSS – SPECIAL FORM**

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G.**, Definitions.

**A. Covered Causes Of Loss**

When Special is shown in the Declarations, Covered Causes of Loss means Risk of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.**, Exclusions; or
2. Limited in Section **C.**, limitations; that follow.

**B. Exclusions**

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. Ordinance or Law**

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

**b. Earth movement**

- (1) Earthquake, including any earth sinking, rising or shifting related to such

event;

- (2) Landslide including any earth sinking, rising or shifting related to such event.
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts or realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

**c. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply. Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in Covered Cause of loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are

not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)**. Through **g.(4)**. above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire explosion or sprinkler leakage.

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss". This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

**a.** Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by the fire.

- b.** Delay, loss of use or loss of market.
- c.** Smoke, vapor or gas from agricultural smudging or industrial operations
- d. (1)** Wear and tear;
- (2)** Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3)** Smog;
- (4)** Setting, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by the elevator collision.

(7) The following causes of loss to personal property:

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature; or
- (c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1).** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

**e.** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines result in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

**f.** Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over period of 14 days or more.

**g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

(1) You do your best to maintain heat in the building or structure; or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

**h.** Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose.

(1) Acting alone or in collusion with others; or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.

**i.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

**j.** rain, snow, ice or sleet to personal property in the open.

**k.** Collapse, including any of the following conditions of property or any part of the property:

(1) An abrupt falling down or caving in;

(2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

The exclusion, **k.**, does not apply:

(a) To the extent that coverage is provided under the Additional Coverage – Collapse; or

(b) To collapse caused by one or more of the following:

(i) The "specified cause of loss";

(ii) Breakage of building glass;

(iii) Weight of rain that collects on a roof; or

(iv) Weight of people or personal property.

**l.** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

The exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to glass.

**m.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time loss.

**3.** We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

**a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

**b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

**c.** Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

#### **4. Special Exclusions**

The following provisions apply only to the specified Coverage Forms.

##### **a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form**

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead in-wiring, masts or towers.

- (3) Any increase of loss caused by or resulting from:

- (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

- (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended business Income Additional Coverage and the Extended Periods Of Indemnity Optional Coverage or any variation of these.

- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or

contract beyond the "period of restoration".

- (5) Any other consequential loss.

##### **b. Leasehold interest Coverage Form**

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.

- (2) We will not pay for any loss caused by:
  - (a) Your cancelling the lease;
  - (b) The suspension lapse or cancellation of any license; or
  - (c) Any other consequential loss.

##### **c. Legal liability Coverage Form**

- (1) The following exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph **B.1.a.**, Ordinance Or Law;
- (b) Paragraph **B.1.c.**, Governmental Action
- (c) Paragraph **B.1.d.**, Nuclear Hazard;
- (d) Paragraph **B.1.e.**, Utility Services; and
- (e) Paragraph **B.1.f.**, War And Military Action

- (2) The following additional exclusions apply to insurance under this Coverage Form:

##### **(a) Contractual Liability**

We will not defend any claim or "suit", or pay damages that you are legally liable to pay solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to accident; and
- (ii) The building is Covered Property under this Coverage Form.

##### **(b) Nuclear Hazard**

We will not defend any claim or "suit", or pay any damages, loss,

expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

### 5. Additional Exclusion

The following provisions apply only to the specified property.

#### LOSS OR DAMAGE TO PRODUCTS

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

#### C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in the section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

a. Steam boilers, steam pipes steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by ore resulting from any condition or event

inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure caused by or resulting from theft.

However, this limitation does not apply to:

(1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or

(2) Business Income Coverage or Extra Expense Coverage.

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Animals, and then only if they are killed or their destruction is made necessary.

b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass; or

(2) Containers of property held for sale.

c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

(1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

a. \$2,500 for furs, fur garments and garments trimmed with fur.

b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

c. \$2,500 for patterns, dies, molds and forms.

d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters for credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income Coverage or Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

a. Results in discharge of any substance from an automatic fire protection system; or

b. Is directly caused by freezing.

However, this limitation does not apply to

Business Income Coverage or to Extra Expense Coverage.

#### **D. Additional Coverage – Collapse**

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in D.1., through D.7.,

1. For the purpose of this Additional Coverage –Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following.

a. Building decay that is hidden from view unless the presence of such decay is known to an insured prior to collapse;

b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.

d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete but only if the collapse is caused in part by:

(1) A cause of loss listed in 2.a. or 2.b.;

(2) One or more of the "specified causes of loss";

(3) Breakage of building glass;

(4) Weight of people or personal property; or

(5) Weight of rain that collects on a roof.

**3. This Additional Coverage – Collapse** does not apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has a separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

**4. With respect to the following property:**

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- b. Awnings, gutters and downspouts;
- c. Yard fixtures;
- d. Outdoor swimming pools;
- e. Fences;
- f. Piers, wharves and docks;
- g. Beach or diving platforms or appurtenances;
- h. Retaining walls; and
- i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

(1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form.

(2) The property is Covered Property under this Coverage Form.

**5. If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building, we will pay for loss or damage to Covered property caused by such collapse of personal property only if:**

- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in **4.**, regardless of whether

that kind of property is considered to be personal property or real property.

The coverage stated in the Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

**6. This Additional Coverage – Collapse** does not apply to a personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

**7. This Additional Coverage – Collapse** will not increase the Limits of Insurance provided in this Coverage Part.

**8. The term Covered Cause of Loss** includes the Additional Coverage – Collapse as described and limited in **D.1.** through **D.7.**

**E. Additional Coverage – Limited Coverage For “Fungus”, Wet Rot, Dry Rot And Bacteria**

**1. The coverage described in E.2. and E.6.** only applies when the “fungus”, wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

- a. A “specified cause of loss” other than fire or lightning; or
- b. Flood, if Flood Coverage Endorsement applies to the affected premises.

**2. We will pay for loss or damage by “fungus” wet or dry rot or bacteria.** As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by “fungus”, wet or dry rot or bacteria including the cost of removal of the “fungus”, wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the “fungus”, wet or dry rot or bacteria; and
- c. The cost of testing performed after

removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified cause of loss" (other than fire or lightning) and Flood which take place in a 12 month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage – Collapse.
6. The following, **6.a** or **6.b.**, applies only if Business Income and/or Extra Expense

Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

- a. If the loss which resulted in "fungus", wet rot or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus" wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## **F. Additional Coverage Extensions**

### **1. Property In Transit**

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:

(1) Fire, lightning, explosion, windstorm or hail riot or civil commotion, or vandalism.

(2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.

(3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

## **2. Water Damage, Other Liquids, Powder Or Molten Material Damage**

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

## **3. Glass**

a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

The Coverage Extension, F.3., does not increase the Limit of Insurance.

## **G. Definitions**

1. "Fungus" means type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

2. "Specified cause of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into manmade underground cavities.

b. Falling objects does not include loss or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and system including its related equipment and parts), that is located on the described premises and contains water or steam.

EXHIBIT E  
SAMPLE ONLY

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
SCHEDULED PERSON – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) and Description Of Completed Operations</b>
Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, FL 32801	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by laws; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III-Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; Whichever is less.

**This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.**

**EXHIBIT F  
SAMPLE ONLY**

POLICY NUMBER:  
COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS-  
SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
<p>Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, FL 32801</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	
<p><b>A. Section II – Who is An Insured</b> is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:</p> <ol style="list-style-type: none"> <li>1. Your acts omissions; or</li> <li>2. The acts or omissions of those acting on your behalf;</li> </ol> <p>In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.</p> <p>However:</p> <ol style="list-style-type: none"> <li>1. The insurance afforded to such additional insured only applies to the extent permitted by law; and</li> <li>2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.</li> </ol>	<p><b>B.</b> With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:</p> <p>This insurance does not apply to “bodily injury” or property damage occurring after:</p> <ol style="list-style-type: none"> <li>1. All work , including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured (s) at the location of the covered operations has been completed; or</li> <li>2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.</li> </ol> <p><b>C.</b> With respect to the insurance afforded to these additional insureds, the following is added to Section III- Limits of Insurance:</p> <p>If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:</p> <ol style="list-style-type: none"> <li>1. Required by the contract or agreement; or</li> <li>2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.</li> </ol> <p>This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</p>

**EXHIBIT G**  
**SAMPLE ONLY**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
PROCUREMENT DIVISION  
400 E. SOUTH STREET  
ORLANDO, FL 32801

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured

Insurance Company  
by \_\_\_\_\_

Countersigned

WC 00 03 13

**ORANGE COUNTY  
OWNER DIRECT PURCHASE PROVISION**

**EXHIBIT H  
SAMPLE ONLY**

POLICY NUMBER: \_\_\_\_\_

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 0509**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
PROCUREMENT DIVISION  
400 E. SOUTH STREET  
ORLANDO, FL 32801

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

The following is added to Paragraph 8, Transfer of rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

**ORANGE COUNTY  
OWNER DIRECT PURCHASE PROVISION**

**1. OBJECTIVE:**

To provide guidelines for Owner Direct Purchases (ODP) in order to realize the benefits of owner tax exempt status for the procurement of materials for incorporation into a public works project.

**2. AUTHORITY:**

Pursuant to *Florida Statutes*, Section 212.08(6), and *Florida Administrative Code*, Number 12A-1.094, Orange County Florida is exempt from Florida Sales Tax for the purchase of construction materials, supplies and/or equipment incorporated into a construction project. Under this program, the Florida Sales Tax rate of 6% shall apply to purchases of \$5000.01 and above. For purchases of \$5000 or less 6.5% shall apply. For example on a \$100,000 purchase 6% sales tax would apply to the total purchase and the .5% would apply to the first \$5000 only. Total sales tax saved on a \$100,000 purchase would be \$6025.

**3. DIRECTION:**

The Owner has elected to exercise this right to direct purchase selected materials on all construction projects and such direct purchase shall be without any additional cost to the Owner. **All bids are to be submitted with all applicable taxes included.**

The Contractor shall be fully responsible for all matters relating to the receipt of materials, equipment, supplies and furnishings, including but not limited to providing and obtaining all warranties and guarantees in favor of and for the benefit of the County for all materials, equipment, supplies and furnishings as required by the Contract. At the time of and subsequent to the delivery of such materials, equipment, supplies and furnishings, the County shall be liable for all loss or damage to materials, equipment, supplies and furnishings purchased pursuant to the owner direct purchase provisions. Notwithstanding the foregoing, the County shall be responsible for payment of the invoices issued by the supplier, vendor or subcontractor. The County shall retain the risk of loss of and damage to County furnished materials, equipment, supplies and furnishings for the purpose of receiving a tax exemption under Section 212.08(6), Fla. Stat, which meets the criteria in Rule 12A 1.094(4)(b)(1-4), Fla. Admin. Code, to determine if the County is the purchaser for the purposes of the tax exemption under Section 212.08(6), Fla. Stat.

The procedures outlined here may change at any time without prior notice to Contractor.

**4. TERMS** - For the purpose of this document, the following terms are defined as:

- a. **Change Order (CO):** A written order authorizing a change in the scope of work, contract amount or contract time. (Attachment F)
- b. **Contractor:** A General Contractor (GC), Construction Manager (CM) or Design Builder.
- c. **Orange County Board of County Commissioners, Orange County, Florida:** OC or Owner.

**ORANGE COUNTY  
OWNER DIRECT PURCHASE PROVISION**

- d. **Owner Direct Purchase Order (ODP):** A purchase order issued by the Owner directly to the Contractor's vendor for the purchase of materials exempt from sales tax.
- e. **Owner Direct Purchase Procedures:** Guidelines outlined in this document.
- f. **Material:** Any material, supplies, or equipment incorporated into an OC construction project.
- g. **Letter of Indemnification:** Agreement between Contractor and Owner that will undertake to indemnify Contractor from any and all liability for unpaid sales tax due to DPO. (Attachment E)
- h. **Letter of Understanding:** Agreement between Contractor and Owner that Contractor contractual duties remain the same insofar as the inspection, handling, storage, protection and installation of the direct purchase item into the work. (Attachment D)
- i. **Purchase Requisition (PR):** A request to purchase stated material or services for a quoted price. (Attachment A)
- j. **Purchase Order (PO):** A written authorization issued by the Owner for a vendor to delivery material or services at a specified price, which becomes a legally binding contract upon acceptance by the vendor.
- k. **Vendor:** A company supplying material to the Project, whether such provision includes installation or not.
- l. **Vendor List:** A list provided by the Contractor of the vendors the Owner will direct purchase material from.

**5. FUNCTIONS:**

The County reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the County. This process will be referred to as ODP and is a method that may be utilized to create savings for the County.

**A. Initial Requirements.**

A purchase order may be awarded for supplies or materials without competition where such supplies or materials are being procured by the County as an ODP for incorporation into a public works project (as defined in Section 12A-1.094, 4c. of the Florida Department of Revenue, Florida Administrative Code), the contract for which was previously awarded by the County and which prior award included the cost of such supplies or materials. In such event, the County may procure the supplies or materials in compliance with the requirements of the Florida Department of Revenue, Florida Administrative Code Section 12A-1.094, as amended; for the direct purchase of materials and/or other tangible personal property that is incorporated into or becomes a part of a public facility pursuant to a public works contract, and that will not be used to furnish or equip the project in accordance with Section 12A-1.038(4) of the Florida Administrative Code, as amended. *Under no circumstances shall any materials which will not be incorporated into the public works project be purchased by the County as ODP materials, including but not limited to, any consumables such as fuel or any equipment related to the public works project which will not be affixed or otherwise incorporated into the public works project such as reusable construction equipment.*

**ORANGE COUNTY  
OWNER DIRECT PURCHASE PROVISION**

**B. Procedural Requirements.**

The following steps are to be followed unless modified by the Manager of the Procurement Division, or designee, and may be enhanced based on individual project circumstances or at the discretion of the Manager of the Procurement Division:

- i. The price for all construction materials will be provided in the Contractor's bid. The Contractor's bid shall also include all Florida State Sales and other taxes normally applicable to such material. The County may consider purchasing any approved materials.
- ii. At any time upon the request of the County, the Contractor shall provide County with a list of all intended suppliers for such materials as specified by County for consideration for procurement by the County as ODP materials. The list shall include price quotes from the suppliers, as well as a description of the materials to be supplied, estimated quantities and prices. The Owner will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the Contractor.
- iii. The Contractor shall be responsible for maintaining the project schedule and the execution of the terms and conditions of the ODP purchase order, including expediting the suppliers' delivery schedules. The Contractor shall assume all risk and remain fully responsible for all material incorporated into any project, directly purchased by the Owner or not. This will include, but not be limited to, insurance, theft, storage, damage during installation, coordination, quantities ordered, submittals, protection, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties, etc.
- iv. After receipt of the Purchase Requisition Form and all required documents, the County shall prepare a purchase order for all items of material which County chooses to purchase directly. The purchase order shall include the County's Consumer's Certificate of Exemption number and a copy of the Consumer's Certificate of Exemption, and a Certificate of Entitlement (See Attachment "B"). The County's purchase order shall be sent directly to the supplier by the County with a copy sent to the Contractor, including a copy of the Certificate of Entitlement. Pursuant to the purchase order, the supplier will provide the required quantities of material at the price established in the supplier's quote to the Contractor or subcontractor.
- v. In conjunction with the PR the Contractor shall submit the Letter of Understanding and a Letter of Indemnification.

**ORANGE COUNTY  
OWNER DIRECT PURCHASE PROVISION**

- vi. In conjunction with the issuance by the County of Purchase Orders for ODP materials to suppliers, Owner shall submit a deductive change order to Contractor who shall execute and deliver to County deductive change orders, with a complete description referencing the full value of all ODP materials to be provided by each supplier from whom the County elected to purchase materials directly, plus all sales taxes associated with such materials in Contractor's bid to the County.
- vii. The Contractor shall be required to obtain consent from their Surety acknowledging that Surety's obligation under our Payment and Performance. Bond remains unmodified and in full force and effect, notwithstanding that Orange County has entered into a separate Purchase Order with (Supplier) for the direct purchase of the Materials that will be deducted and deleted from the Contract by the Deductive Change Order. This must accompany the deductive change order.
- viii. Notwithstanding the transfer of ODP materials by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP materials. The transfer of possession of ODP materials from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP materials. Transfer of possession shall be deemed to occur immediately and automatically upon delivery of ODP materials to the County without notice from County to Contractor. ODP materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the project. While in Contractor's possession, Contractor shall handle and store all ODP materials in a manner consistent with the supplier's or manufacturer's instructions regarding handling and storage to ensure later installation of ODP materials in a sound and undamaged condition.
- ix. The County will make payment directly to the suppliers of the ODP materials.
- x. The Contractor shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP materials. Such insurance shall cover the full value of any ODP materials not yet incorporated into the work during the period between the time the County first takes title to any of such ODP materials and the time when the last of such is incorporated into the work. The Contractor shall purchase and maintain builders risk, "all-risk" insurance based on the completed value of the Project. The Contractor must name the County as additional insured on its policy with respect to all ODP materials and County shall be solely entitled to all proceeds related to the loss or damage of ODP materials.
- xi. The Contractor shall be required to review all invoices submitted to the County by suppliers of ODP materials and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials and any defects detected in such materials.

**ORANGE COUNTY  
OWNER DIRECT PURCHASE PROVISION**

The County shall directly pay all suppliers with respect to ODP materials purchased by the County.

- xii. The Contractor shall ensure that ODP materials conform to all specifications contained in the contract documents.

Contractor shall determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading.

If the Contractor discovers defective or non-conformities in ODP materials upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the work.

If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the work, including liquidated or delay damages.

- xiii. In order to arrange for timely payment to the suppliers of ODP materials, Contractor shall promptly submit to County within five (5) days of County's receipt of an invoice from a supplier (i) a copy of the applicable purchase order as receiving report, (ii) copies of the delivery tickets, (iii) written acceptance of the delivered items by the Contractor, and (iv) such other documentation as may be reasonably required by the COUNTY. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided by Contractor. This check will be made payable and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.

- xiv. The Contractor shall maintain records of all ODP materials it incorporates into the work. The Contractor shall account monthly to the County for any ODP materials delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work.

- xv. The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all ODP materials in the same manner and on the same terms as materials obtained by the Contractor as required by the contract documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier or subcontractor.

**ORANGE COUNTY  
OWNER DIRECT PURCHASE PROVISION**

The Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for all ODP materials. Additionally, all ODP materials shall be warranted and guaranteed by the Contractor as part of the Contractor's warranty and guarantee of the work to the same extent and degree as other materials procured and provided to the work by Contractor. Contractor's warranty and guarantee duties shall be governed by and carried out pursuant to the terms of the contract documents. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty and guarantee duties and obligations between ODP materials and equipment and materials otherwise supplied by the Contractor.

- xvi. The County shall in no way be liable for any interruption or delay in the public works project, for any defects or other problems with the public works project, or for any extra costs resulting from any delay in the delivery of, or defects in ODP materials. Contractor's sole or exclusive remedy shall be an extension of the time of completion of the public works project for such reasonable time as determined by County.

**6. REQUIREMENTS FOR PURCHASE ORDER ISSUANCE:**

The Procurement Division will issue a Purchase Order to the intended supplier and a deductive change order will be prepared by the County's Project Manager to reduce the amount of the contract with the Contractor by the cost of materials purchased through ODP (including tax savings).

Upon request from the County and in a timely manner, Contractor shall prepare a Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County, in its discretion, has identified and elected to purchase directly as ODP materials. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and a contact person for the material supplier;
- b. the manufacturer or brand, model or specification number of the item;
- c. quantity needed as estimated by Contractor;
- d. the price quoted by the supplier for the materials identified;
- e. any sales tax associated with such quote;
- f. delivery dates as established by Contractor;
- g. the PR and the quote must indicate FOB Destination or Job Site. The Owner will not pay shipping and handling charges.

Upon receipt of a Purchase Order Request Form, the PM will initiate a requisition specifying price, quantity, delivery, material/equipment description, etc. and provide a copy of the Purchase Order Request form and all backup to the Procurement Division. Upon receipt of the electronic requisition, the Procurement Division will review all submittals and issue the purchase order.

**ORANGE COUNTY  
OWNER DIRECT PURCHASE PROVISION**

The original ODP purchase order, along with a copy of the County's Tax Exemption Certificate and the signed Certificate of Entitlement, will be either e-mailed or faxed and mailed to the material supplier; and a copy will be sent to the Contractor including a copy of the Certificate of Entitlement.

**7. REQUIREMENTS FOR PURCHASE ORDER PAYMENT:**

- a. Upon delivery of ODP materials to such locations as the County may designate, the Contractor shall visually inspect all shipments from suppliers, and sign off on all receiving reports for ODP material delivered or received. The Contractor shall assure that each delivery of ODP materials is accompanied by delivery tickets or such other documentation as is adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and a copy of the invoice from the supplier conforming to the purchase order together with such additional information as the County may require. The Contractor will then forward the delivery tickets to the County to match up with the invoice for payment. The County shall be directly invoiced by the suppliers for all ODP materials. In the event that Contractor receives any invoices (other than copies of invoices the originals of which have been sent directly by the supplier to the County), Contractor shall not pay such invoice and shall immediately notify the supplier that the County must be directly invoiced on all ODP materials.
- b. Invoices for payment will be submitted by the materials supplier to the County. The purchase order number must be noted on all invoices.
- c. Except as expressly stated herein, Contractor shall be fully responsible for all matters relating to the procurement of ODP materials furnished by and incorporated into the public works project including, but not limited to, assuring the correct quantities, verifying documents and the placement of all orders in a timely manner, assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the contract documents, and inspection and acceptance of the materials at the time of delivery. The Contractor shall coordinate delivery locations and schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. **The County assumes the risk of loss of ODP materials from the time title to such material passes from the supplier at purchase, or upon delivery if allowed by Laws and Regulations.**

**8. REFERENCES:**

- Attachment "A" - Owner Direct Purchase Requisition Form
- Attachment "B" - Certificate of Entitlement
- Attachment "C" - Consumers Certificate of Exemption
- Attachment "D" - Letter of Understanding
- Attachment "E" - Letter of Indemnification
- Attachment "F" - Change Order Form
- Attachment "G" - Example Consent of Surety

**DIRECT PURCHASE REQUISITION**

Project Name: \_\_\_\_\_

Request \_\_\_\_\_

No: \_\_\_\_\_

**It is requested that Orange County make arrangements for Direct Purchase by the County of the following item which is included in the work to be done by the Contractor pursuant to the requirements set forth in Contract #Y17-1004-RM**

*ITEM (Brief Description):*

**COST** (Value) of item to be purchased:

Total Cost (Value) including taxes and freight charges	\$	
Amount of Florida State Sales Tax		\$
Direct Purchase Cost Less Florida State Sales Tax	\$	

**PURCHASE** Directly from (Vendor):

Vendor's Complete Company Name:  
Federal Employee Identification No.:

Mailing Address:

Contact Person:  
Position/Title:

Telephone No.:  
Email Address:

**Purchase Deletion:**

This Direct Purchase is to be deleted by Change Order to the contract which has been executed between the Contractor and:

Company/Trade/Sub Contractor Name  
Trade/Sub Contract Execution Date

**REQUEST MADE BY:**

Construction Manager/General Contractor/Design Builder  
By:  
Title:  
Date:

**CERTIFICATE OF ENTITLEMENT**

(For direct purchase of construction materials by a governmental entity pursuant to 212.08(6), F.S. and Rule 12A-1.094, F.A.C.)

The undersigned authorized representative of Orange County Board of County Commissioners (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8012622266C-O, affirms that the tangible personal property purchased pursuant to Purchase Order Number \_\_\_\_\_ from \_\_\_\_\_ (Vendor) on or after \_\_\_\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works Contract # Y \_\_\_\_\_ with \_\_\_\_\_ (Name of Contractor) for the construction of \_\_\_\_\_.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

*Initial each of the following requirements.*

- \_\_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- \_\_\_\_\_ 2. The vendor's invoice will be issued directly to Governmental Entity.
- \_\_\_\_\_ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- \_\_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- \_\_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S. and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

\_\_\_\_\_  
Carrie Woodell, MPA, CFM, CPPO, C.P.M.  
CPPB, APP, Manager, Procurement Division

\_\_\_\_\_  
Date

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**You must attach a copy of the Purchase Order to this Certificate of Entitlement.**

Do not send to the Florida Department of Revenue.

This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.



**Consumer's Certificate of Exemption**

DR-14  
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012622266C-0	10/31/2012	10/31/2017	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ORANGE COUNTY BOARD OF COUNTY  
COMMISSIONERS  
201 S ROSALIND AVE 4TH FL  
ORLANDO FL 32801-3527

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



**Important Information for Exempt Organizations**

DR-14  
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

LETTER OF UNDERSTANDING

CM/DB/GC \_\_\_\_\_, in its capacity as Construction Manager/Design Builder/General Contractor, agrees that the direct purchase of \_\_\_\_\_ by Orange County, Owner, from \_\_\_\_\_, as Supplier/Vendor, does not in any way or manner diminish or modify the contractual duties of the Construction Manager/Design-Builder/General Contractor to the Owner insofar as the inspection, handling, storage, protection, and installation of the aforementioned direct purchase item into the Work is concerned and that such duties pertinent thereto as are set forth in the contract between CM/DB/GC, as Construction Manager/Design-Builder/General Contractor, and Orange County, as Owner, remain unchanged.

ORANGE COUNTY  
BOARD OF COUNTY COMMISSIONERS

CM/DB/GC

By: \_\_\_\_\_  
Carrie Woodell, MPA, CFCM, CPPO, C.P.M.  
CPPB, APP, Manager, Procurement Division

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

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

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

\_\_\_\_\_  
Title

**LETTER OF INDEMNIFICATION**

The County does hereby undertake to indemnify \_\_\_\_\_ (CM/DB/GC) from any and all liability for unpaid sales tax which the CM/DB/GC may suffer as a result of claims, demands, costs or judgments against the CM/DB/GC, made by or in favor of the State of Florida on occasion by any claim on account of failure of the CM/DB/GC to pay Florida State taxes on materials purchased by County under this Purchase Order. The County agrees to defend against any such claims or actions brought against the CM/DB/GC whether rightfully or wrongfully brought or filed. The CM/DB/GC agrees that it will promptly notify the County in writing of any such claim, demand or action.

ORANGE COUNTY  
BOARD OF COUNTY COMMISSIONERS CM/DB/GC

By: \_\_\_\_\_  
Carrie Woodell, MPA, CFCM, CPPO, C.P.M.  
CPPB, APP, Manager, Procurement Division

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

\_\_\_\_\_  
Name Printed

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

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

**ORANGE COUNTY PROCUREMENT DIVISION  
CHANGE ORDER REQUEST FORM**

DATE	DEPARTMENT/DIVISION	CONTACT NAME	CONTACT PHONE

CHANGE ORDER NO.	VENDOR	DOCUMENT NO.	DOOC	POOC	CONTRACT NUMBER	ORIGINAL DOCUMENT APPROVAL BUYER/PA/CA NAME

**INCREASE, DECREASE OR DELETE COMMODITY LINE**

COMDTY. LINE NO.	ACTION		PREVIOUS LINE DOLLAR AMOUNT	NEW LINE DOLLAR AMOUNT	COMMODITY LINE DESCRIPTION/COMMENTS	NET DOLLAR CHANGE
	FROM	TO				

**ADD COMMODITY LINE**

COMDTY. LINE NO.	COMDTY. CODE	DESCRIPTION		QTY.	UNIT OF MEAS.	UNIT COST	ACCOUNTING LINE	NET DOLLAR CHANGE
		FOR D.O. YOU MUST SPECIFY AN MA LINE	MA LINE					

**ACCOUNTING LINE CHANGE**

COMDTY. LINE NO.	ACCTG. LINE NO.	FROM	FROM	TO	TO
		AMOUNT	ACCOUNTING LINE	AMOUNT	ACCOUNTING LINE

**OTHER CHANGES**

DESCRIBE

**ENCUMBERED/DE-ENCUMBERED (REQUIRED FOR ALL TRANSACTIONS)**

ORIGINAL PO/DO AMT.	NET DOLLARS PREVIOUS C/O <input type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	NET DOLLARS FOR THIS C/O <input type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	DOCUMENT TOTAL AFTER THIS C/O

**CONTRACT AMOUNT**

AWARD AMOUNT	NET DOLLARS PREVIOUS C/O <input type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	NET DOLLARS FOR THIS C/O <input type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	CONTRACT TOTAL AFTER THIS C/O

- CANCEL ENTIRE PO/DO
- DO NOT MAIL VENDOR COPY

**JUSTIFICATION (REQUIRED FOR ALL TRANSACTIONS)**


*By signing this agreement, the Contractor hereby releases the County, its agents and employees from any and all liabilities under this contract for further equitable adjustments and/or claims associated with this change order.*

VENDOR/ CONTRACTOR AUTHORIZATION \_\_\_\_\_ DATE: \_\_\_\_\_  
DEPARTMENT APPROVAL SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

**OFFICIAL PROCUREMENT DIVISION USE ONLY**

PROCUREMENT DIVISION APPROVAL: _____	DATE: _____
ADD THE FOLLOWING TEXT TO PO/DO: TRACK CHANGES: <input type="checkbox"/> YES <input type="checkbox"/> NO	CHANGE AWARD AMOUNT TO: _____



Date

Contractor/Trade Contractor/Subcontractors Name

Point of Contact

Address

Re:Orange County Project Name and Contract Number

Please be advised that we have reviewed a copy of Deductive Change Order No. \_\_\_\_ issued to (CM/DB/GC) and we acknowledge that its obligation under our Payment and Performance Bond remains unmodified and in full force and effect, notwithstanding that Orange County has entered into a separate Purchase Order with (Supplier) for the direct purchase of the Materials deducted and deleted from the Contract by the Deductive Change Order.

Sincerely,

(Name of Attorney in Fact for Surety)

Attorney in Fact

(Name of Surety)

**NOTE: Must be accompanied by effectively dated Power of Attorney**

**PART G**  
**SPECIAL CONDITIONS**

1. All work under this contract shall be performed under the supervision of the Manager of the Orange County Roads and Drainage Division or designee, 4200 South John Young Parkway, Orlando, Florida, 32839- 9205.
2. Work performed under this contract consists of providing all labor, materials, equipment and incidentals including mobilization and maintenance of traffic (MOT), necessary to resurface roadways as specified, including friction course. This includes subdivision roads and other Orange County maintained roadways.
3. The Contractor shall coordinate all inspections with the County's Representative. The Contractor shall verify that all work schedules to be inspected is complete. The Contractor shall be responsible for the solution of any problems or discrepancies that may arise during the inspection process.
4. The Contractor shall institute a quality control plan for this contract, which will make available to the County for approval. The Contractor shall be responsible for and shall verify all quality control actions to the County's Representative as directed.
5. Maintenance of Traffic (M.O.T.) shall conform to F.D.O.T.'s most current editions of the "Roadway and Traffic Design Standards" for Design, Construction, and Maintenance Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways". These documents can be ordered from F.D.O.T., Maps, and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan will be submitted to the County's Representative for approval, at least two (2) working days prior to start of work. If the contractor does not comply with F.H.W.A.'s M.U.T.C.D. (i.e., signs, qualified flaggers, barricades, etc.), the County reserves the right to direct the contractor to cease operations until deficiencies are corrected. In addition, no lane closures will be allowed unless otherwise specified in contract documents.
6. The use of public roads and streets by the Contractor will provide a minimum inconvenience to the public and traffic.
7. The Contractor shall comply with the most current edition of the Accident Prevention Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A.) and Orange County Standards. The Contractor will be responsible for obtaining copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, Ga. And Orange County Public Works in Orlando, respectively.
8. A mandatory Pre-work Conference will be conducted by the County's Representative to ensure understanding and cooperation of all parties.

9. All work is to be ordered by the County's Representative in the form of Delivery Orders on an as needed basis. No work will begin until a Delivery Order has been issued to the Contractor. A Delivery Order will be issued for each project. The Delivery Order will contain a start date and completion date. The dates so specified on each individual delivery order will constitute the basis for the assessment of liquidated damages should the project be delayed or not finished in time due to fault or negligence of the Contractor. If a project is not completed by the completion date (adjusted for County authorized delays such as adverse weather conditions) and/or the Contractor does not correct any defective area within seven (7) days after notification by the County, liquidated damages in the amount of two hundred (\$200) dollars will begin one day after the specified completion date and continue each calendar day thereafter until the project is completed and accepted by the County. The County will calculate the completion date taking into consideration a placement production rate of 7,272 square yards (approximately 400 tons) of asphalt per day. Any deficiencies not addressed by the contractor by the time required under this contract will be ground to deny payment for the location affected.
10. For any project released under this contract, **liquidated damages** in the amount of two Hundred dollar (\$200) per work day may be assessed if one or more of the following conditions occur:
  - 10.1 **The project is not completed by the completion date as established in the delivery order or as authorized by the County's Representative** – Liquidated damages will start the first work day after the date the project was scheduled to be completed and will continue for each work day thereafter until the project is completed.
  - 10.2 **The Contractor does not correct deficient areas as specified within the allotted time frame after the punch lists send to the Contractor for correction** – These liquidated damages will start the eighth work day after notification and will continue for each work day thereafter until the reported deficiencies are corrected per contract specifications.
11. The County's Representative will be entitled at all times to be advised, at his/her request, as to the status and details of the work being completed by the Contractor in a format he/she requires. The Contractor will maintain coordination with the County's Representative at all times. Either party may request and be granted a conference upon request in a timely manner.
12. It is the Contractor's responsibility to visit the worksites prior to starting operations on any assigned project to ascertain site conditions. The Contractor will submit a work schedule prior to beginning any work ordered. The Contractor will consult with the County's Representative prior to any schedule variance. The notification will occur the day before the day of the scheduled variance and must be agreed to by the County's Representative.
13. The Contractor will supervise and direct the work efficiently with due care, skill and attendance.

The Contractor will be responsible to ensure that the finished work complies accurately with the specifications, County standards and all written orders. The Contractor shall immediately notify the County's Representative of any problems in the assigned project.

14. The Contractor will provide competent, suitable and qualified personnel to perform the work as required by the specifications. The Contractor will, at all times, maintain good discipline and order at the work site. The Contractor will provide a list of all foreman and supervisors who will perform the work. This list will also contain twenty-four (24) hour emergency telephone numbers.
15. The Contractor will designate a competent Contractor's Representative who will not be replaced without written notice to the County's Representative at least twenty-four (24) hours before or after the incident. The Contractor's Representative will be present at the job site and will have the authority to act on behalf of the Contractor. All communications (both verbal and written) given to the Contractor's Representative will be binding as if given to the Contractor. All verbal communications will be followed up in writing within two (2) working days.

**To effectively communicate with County staff while in the field, the Contractor's Representative shall have available communication devices with internet access (including email) (e.g. Cellular Smart Phone, laptop computer, etc.) This mandatory requirement will ensure proper communication and documentation of problems while performing operations in contracted areas.**

The use of sub-Contractors does not relieve the Contractor from these requirements.

16. The Contractor shall notify all residents within the work area as to when the work will take place and explain the level of inconvenience that will be involved. This notification shall be by message boards and approved door hangers to be placed on each house and any vehicles parked on the roadways. Installation of the message boards shall be the responsibility of the contractor and shall be utilized on all roadways and industrial parks. Message boards shall be in place ten (10) days prior to commencement of any work in that area. Door hangers shall be placed five (5) days prior to beginning the project. Copy of door hanger notification per project shall be faxed to the Counties Representative. **Failure to provide adequate notification may result in termination of this contract.**
17. All work performed, unless authorized by the County's Representative, will take place between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday. No work is to be performed on Saturdays, Sundays or Federal, State, and County holidays, unless authorized by the County's Representative. If the contractor desires to work on Saturdays, Sundays, or official County holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day) he/she must obtain pre-approval from the County's Representative.

18. Due to either F.D.O.T requirements and/or to heavy traffic loads during the hours of 7:00 am to 5:00 pm, some projects may be required to be performed at night. Night time work hours will be determined during the MOT approval process. A MOT Plan must be submitted on all projects when submitting a project schedule. During the notification process you shall have the approved work hours on the door hanger and the message boards. Night time work days shall be from Sunday night through Thursday night. There will be no night time work on Fridays or Saturdays, unless deemed an emergency by Orange County's Roads and Drainage Division.
19. Due to congested traffic or unusual conditions, the Contractor may be required to remove his/her operation from the right-of-way and County property at the discretion of the County's Representative. If the Contractor is required to remove his/her operation due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane conditions, etc.) or unusual conditions before 12:00 PM (noon), the County will consider allowing additional one-half (½) day be added to the performance period, otherwise no adjustment will be made to the performance period. No monetary compensation will be granted unless approved by Roads and Drainage Management with a detailed cost breakdown from the contractor. Roads and Drainage Management will review the cost breakdown and approve or deny in whole or in part. Roads and Drainage Management decision will be final.

The County's Representative will determine and authorize such award after the Contractor makes a written application for this. The County will verify alleged conditions in the area prior to authorization. Once approved, the County will modify the completion date, accordingly, for the project as required for the project and will notify the Contractor.

Contractors request for rain days may be by phone but must be submitted in writing on the same day as the request. Request for a full rain day shall be submitted by noon. Half day request must be submitted in writing by 1:00 PM. Once the request has been submitted and approved. The Contractor shall cease all operations to receive credit for additional time.

20. The County will not provide staging or storage areas for the Contractor. On a case by case basis, in an area where County surplus property is available, the Contractor may, after obtaining permission from the person or persons responsible for the property, use said property for staging with the understanding that the Contractor shall restore the property to its original or better condition upon completion of the project prior to submitting an invoice for work completed and accepted. All agreements for utilizing areas for staging must be in writing and submitted to the County prior to starting operations.

Should the right-of-way be requested to be used for staging or storage area, an agreement must be submitted in writing to the County for approval prior to starting operations, and must include a plan for maintenance of traffic, pedestrian safety, protection to drainage structures and swales to prevent runoff obstructions, and restoration of the right-of-way to its original or better condition

upon project completion. No staging of equipment or material shall be allowed near roadway intersections to avoid sight distance obstructions.

Water needed on the project shall be coordinated between the Contractor and the utility company providing the water at no additional cost to the County. A Contractor and/or a Subcontractor shall not use a Fire Hydrant without the proper metering system with back flow preventer. Failure to use proper procedures when using a fire hydrant will result in a complete shutdown of the Contractor and/or Subcontractor activities.

21. The Contractor shall furnish necessary equipment to satisfactorily perform the work required under this contract. The Contractor shall ensure all equipment used in the performance of the contract on County property is in good safe working order and properly maintained in order to protect the operator and the public. **All equipment onsite (including pick-up trucks) shall be identified with the company logo.**

All equipment used by the Contractor is subject to inspection by the County's Representative. Any equipment on site, which is deemed by the County's Representative to be inoperable, unsafe, or improper for desired use, must be removed from the premises by the Contractor at his/her expense the same day of the County's determination.

The Contractor shall utilize equipment of a type and in sufficient quantity to perform the work in a satisfactory manner within the time specified herein. The equipment shall comply with minimum requirements for asphalt equipment as detailed on the Florida Department of Transportation Standard and Specifications for Road and Bridges Construction, latest edition.

The Contractor is required to use amber flashing lights, back-up alarms, etc. on all equipment and his/her employees must be provided with the required Personal Protective Equipment as required by O.S.H.A. and the County.

Equipment authorized by the County to be left on the right-of-way or County property after designated work hours shall be placed outside the clear and recovery area and shall be the sole responsibility of the Contractor. If equipment is left on the right-of-way, it will be marked with barricades with approved steady burning amber lights.

22. The Contractor shall dispose of debris in accordance with all Federal, State and Local rules and regulations in effect at the time of disposal. Cost involved with the disposal of debris shall be the responsibility of the Contractor.
23. The Contractor shall be responsible for locates of utilities prior to starting operations. Locate tickets shall be kept on site at all times. The Contractor shall notify utility companies and residents of any damages to private property (irrigation, utilities, etc.) and shall repair damages immediately. The Contractor shall be responsible for these areas for a period of six (6) months after acceptance of the project and shall be required to correct any damages related to

such repairs. No additional compensation shall be provided to the Contractor for locates or repairs to damages as specified above.

The Contractor shall be responsible for and make good all damage resulting from their activities, both within and beyond the limits of this contract, to buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures which may be encountered. It shall be the Contractor's responsibility to eliminate and prevent damages to utilities resulting from Contractor's activities.

24. **PRODUCTION RATES** - The County will calculate the completion date for assigned projects taking into consideration a placement rate of 7,272 square yards (approximately 400 tons) of asphalt per day per project.
25. **MULTIPLE AWARD** – The County may award multiple contracts for this work. After any applicable contract minimums have been satisfied, the low cost Contractor will be given priority consideration for all work under the Contract. In the event the low cost Contractor is unable to perform, the other Contractor(s) may be issued orders as required.
26. **MULTIPLE CONCURRENT PROJECTS** – At any time during the contract, the contractor shall have adequate resources to work on multiple Orange County projects at the same time. The multiple concurrent project capability is considered a minimum requirement in the consideration of award of a contract for this solicitation and for ongoing performance. Should concurrent projects be issued, it is the responsibility of the Contractor to notify the County's Representative, in writing within 2 - 3 days of request, if he/she has maximized his/her resources and the volume of work is beyond their operational capacity. Failure to advise the County's Representative of this situation and/or subsequent failing to meet work completion schedules, may lead to contract termination.

It is understood by all bidders that the quantities listed herein are estimates only and the County is obligated to purchase only the quantity designated as the "Minimum" during the initial contract performance period. The County is not obligated to issue concurrent project work. All work will be ordered by the County's Representative in the form of Delivery Orders on an as needed basis.

27. **MANAGEMENT PLAN AND RESOURCE LIST** - All bidders, as part of their submittal, shall provide a management plan to include (at a minimum) details on:
  - The Bidder's approach to the independent management of the contract. This shall include their understanding of contract requirements and how multiple concurrent projects are to be handled.
  - An organization chart showing a reporting hierarchy of staff the key individuals responsible for the work. Subcontractors (if any) shall also be identified.

- A complete list of equipment to be dedicated to the contract with applicable vehicle identification numbers including milling equipment.  
Equipment intended to be used under this contract must be available for inspection at the request of the Roads & Drainage Division.
- A complete list of workers who will be dedicated to work under the contract. This list shall include project management, supervisory personnel, list of workers. Emergency contacts shall be highlighted.
- If sufficient resources are not available, the Bidder shall prove that they have the ability to obtain those additional resources to be able to provide services as required.

The management plan and resource list collectively shall assist in the evaluation of the Contractor's capability to handle multiple concurrent projects under this contract. Failure of a bidder to provide an acceptable Management Plan and Resource List may delay or prevent an award of this contract.

The County at its sole discretion may determine that the proposed contract exceeds the bidder's ability to deliver satisfactory contract performance.

## PART H TECHNICAL PROVISIONS

The Contractor will furnish all supervision, quality control, labor, materials, equipment, tools, transportation, supplies, manpower, and pay disposal fees necessary to complete work specified in this contract.

The Contractor shall institute a quality control plan for this contract, which he/she will make available to the County for approval. The Contractor shall be responsible for and shall verify all quality control actions to the County's Representative as directed.

Work performed under this contract and all products and asphalt mixes to be used during the performance of this contract shall conform and adhere to all applicable standards and specifications of the **Florida Department of Transportation Standards Specifications for Road and Bridge Construction, latest edition unless otherwise specified in writing on this contract.** The Contractor shall possess at time of contract award a Department of Transportation (FDOT) certification for the amount and type of work covered under this contract.

1. **QUANTITY AND FREQUENCY OF WORK** – The work specified in this contract represents the type of services to be accomplished. Areas are to be jointly calculated with the County's Representative. Any discrepancies or disagreements concerning existing conditions (inclusive of possible base failures and water standing areas that may affect the paving operations), limits of work, etc. shall be immediately reported in writing to the County's Representative. Discrepancies or disagreements will be mutually resolved prior to beginning work in any area in question. The County will make the final determination on any unresolved matters.

2. The work performed shall consist of but not be limited to performance of the following:

2.1 **Resurfacing** – Roads to be resurfaced under this contract are to be resurfaced with a minimum of one and one-half (1.5) inch or two (2) inches of Superpave 12.5 overlay (final thickness after compaction). The County's Representative will determine the overlay thickness for the projects based on specific needs. Specified thickness is across the new pavement mat. No under tolerances (i.e. FDOT tolerances) apply to this contract. No additional compensation will be provided to the contractor for excess material used to achieve minimum required thickness on this contract. Some sections of the roadway will require grass be removed from the asphalt prior to overlay. Costs associated with this removal shall be included as part of the unit prices for services.

Where required, friction course shall be installed in conjunction with the resurfacing of the roadway with a minimum of one and one-quarter (1.25") inch of Superpave FC 9.5 overlay (final thickness after compaction). Friction Course shall be installed along with a base course of SP 12.5.

All mix designs shall be FDOT approved. The Type SP 12.5 and SP FC 9.5 asphalt mixes shall be Traffic Level C no more than 25% RAP content. No rubber no polymers are required.

Certified asphalt mix designs are to be provided to the County prior to starting operations on this contract and must be updated every six (6) months.

The Contractor shall be responsible to demonstrate via lab tests, density tests and coring, as specified herein, that all work has been completed as specified and in compliance with all applicable FDOT standards. The County may require additional documentation to be specified.

The Contractor shall provide copy of all asphalt tickets used on any particular area to the County's Representative on a daily basis along with the Contractor's Daily Superintendent Worksheet (provided by Orange County Roads & Drainage). Daily average yield per street shall be specified on the daily worksheet. Asphalt tickets shall specify the name of the street the asphalt was used on. The County may require additional documentation to be specified.

Areas determined not to be in compliance with contract specifications and requirements shall be removed and replaced by the Contractor at no additional cost to the County.

The Contractor shall be responsible to ensure the drainage of surface from the roadway to the curb, edge of roadway and/or valley gutter. There shall be no standing water along the pavement where there is no standing water in the curb. The Contractor shall provide proper and adequate fall in entrances and cul-de-sacs to ensure proper drainage of these areas. No water shall be standing in the crown of the roadway. The crown of the roadway shall be re-established to ensure a 2% fall from the center of the roadway to the outside edge of the roadway. Should there be low areas that may result in water standing on the new pavement, the locations and resolution shall be discussed and resolved prior to starting work in the area

The use of warm mix asphalt is permissible as part of this contract at no additional cost to the County. In general, warm mix asphalt mixes are produced at temperatures approximately 30 degrees F (17C) below those temperatures used in the production of Hot Mix Asphalt (HMA). Unless otherwise specified as

part of FDOT standard specifications, the ideal temperature for warm mixes will be established that 250 degrees F with a tolerance of 30 degrees +/- (220 to 280 degrees F). Similar to FDOT, the first five loads can be produced at HMA temperatures (310 degrees F +/- 30 degrees). To ensure compliance, the first seven (7) loads will have the temperatures checked. And the remainder of the loads will be randomly checked thru out the day. Checking the first seven (7) loads will be to verify if the first (5) five loads are produced at HMA temperatures and that the other two (2) loads is to verify has lowered the temperatures to the WMA range.

Warm mixes shall be produced using warm mix technology from an approved list according to the WMA Technology Provider's Guidelines for dosage rates, plant mixing temperatures and laboratory compaction temperatures.

The WMA mix design for shall contain the mix design, the name of the Warm mix technology, dosage rate, plant mixing temperature and the laboratory compaction temperature.

The contractor shall provide copy of all asphalt tickets used on any particular area to the County's Representative on a daily basis along with the Contractor's Daily Superintendent Worksheet (provided by Orange County Roads and Drainage). Daily average yield per street shall be specified on the daily worksheet. Asphalt tickets shall specify the name of the street the asphalt was used on. The County may require additional documentation to be specified.

**MINIMUM CORING TEST REQUIREMENTS** – When work is performed in Subdivisions, core samples shall be taken every 300 feet staggered across the mat or as determined by the County's Representative. On main/classified roadways, core samples shall be taken every 500 feet/ or as determined by the County's Representative. The cost for coring, straight edge verification, lab and density tests shall be included on the unit price for asphalt. The cost for resurfacing shall be inclusive all supervision, quality control, labor, materials, equipment, tools, transportation, supplies, manpower, clean up, tests, incidentals and pay disposal fees necessary to complete the work as specified herein.

**2.2 Manholes, Valves etc.** – Existing manholes, valves or other structures located in the roadway must be adjusted to finish asphalt grade immediately before the resurfacing takes place, by the Contractor. The use of manhole risers and valve risers will be accepted. The price of such items will be a separate pay item.

**2.3 Clean-up** – The Contractor shall keep the area free from accumulation of waste materials, rubbish and debris on a daily basis. All tools, construction equipment and machinery, and surplus materials shall be kept under control, and shall

leave the worksite clean and ready for occupancy by the County. The Contractor shall restore to the original condition those portions of the work site not designated for alteration by the Contract Documents.

Inlet openings shall be kept free from debris generated during milling and resurfacing operations to prevent excessive accumulations and possible flooding in the affected areas during heavy cycles of rain. Millings will not be blown into drains or storm drain inlets at any time. Failure to adhere to this will result in a request to jet out affected pipes and drains at the contractor's expense or reimbursing the County for the clean-up effort carried out by County personnel. The price for clean up shall be included in the unit price for asphalt.

**2.4 Temporary Markings** – The contractor shall be responsible for all temporary pavement markings required on all areas, where the work is to be accomplished. Pavement markings shall be restored in the same fashion that they were before the project began, **unless otherwise specified by current guidelines for placement of markings or as authorized by the County's Representative.**

The County will only allow the use of paint as temporary markings. All markings shall be in place before the end of the workday and shall be placed according to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Temporary striping shall be in place to protect traffic overnight. Payment for temporary paint pavement markings will be made by linear foot for yellow and white lines; messages and arrows will be paid as each.

**2.5 Milling** – Remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement, when milling to improve rideability. When milling to improve rideability or cross slope, remove the existing pavement to the average depth specified, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. County's Representative may require the use of a string line to ensure maintaining the proper alignment.

Establish the longitudinal profile of the milled surface in accordance with the specifications. Ensure that the final cross slope of the milled surface parallels the surface cross slope shown on the plans, if provided, or as directed by the County's Representative. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. If provided, the plans may waive the requirement of automatic grade or cross slope controls where the situation warrants such action. Multiple cuts may be made to achieve the required pavement configuration or depth of cut. Include in the Quality Control Plan a

system to control the cross slope of the milling surface with a minimum frequency of one cross slope measurement every 250 feet (75 m) during milling operations in order to ensure that the slopes are uniform and in compliance with the designed milling slope.

When the difference between the measured cross slope and the designed cross slope exceeds + or - 0.2% for travel lanes (including turn lanes) and = or - 0.5% for shoulders, make all corrections immediately to bring the cross slope into an acceptable range. The County's Representative may periodically verify the Contractor's measurements at the job site. During the milling operations, the County's Representative reserves the right to take ten cross slope measurements per day.

If the average cross slope of the ten measurements varies more than the permissible tolerance, the milling operations will be stopped until appropriate corrective actions are made to bring the cross slope into an acceptable range and the deficient sections shall be corrected accordingly. A detailed correction plan shall be immediately submitted to the County for review. The County's Representative may wave the corrections specified above if an engineering (certified by a Professional Engineer) determination indicates that the deficiencies are sufficiently separated so as not to significantly affect the final cross slope. The Contractor will be responsible at his/her cost to provide supporting engineering data for review.

As long as the milled area is not more than 1.5", the contractor can mill no more than 24 hours ahead. However, the contractor will be responsible to correct damages to any exposed base due to weather conditions and temporary striping must be in place to protect traffic overnight. If the milled surface exceeds the 1.5" threshold, the contractor must perform a mill and a fill operation. The contractor is responsible for dust control at all the times regardless of methodology.

The milling machine shall be capable of maintaining a depth of cut and cross slope that achieves the results specified in the plans and specifications. (Florida Department of Transportation Standards Specifications for Road and Bridge Construction Manual - Most Recent Edition) The overall length of the machine (out to out measurements excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be 6 feet.

The milling machine shall be equipped with a built-in automatic grade control system that controls the transverse slope and the longitudinal profile to produce the specified results.

Any commercially manufactured milling machine meeting the above requirements shall be accepted prior to starting the project. If after milling has started, the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

The use of a smaller milling machine could be permitted when milling adjacent to existing curbs or other areas where it is impractical to use the above-described equipment. The equipment will be subject to the County's Representative's acceptance. Milling equipment shall be equipped with means to effectively limit the amount of dust escaping the removal operation and shall be operated to minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

Where traffic will be maintained on the milled surface prior to placing the new asphaltic concrete, the striation patterns shall produce an acceptable riding surface.

Before opening a milled area to traffic, the pavement shall be thoroughly swept with street sweeper or other acceptable equipment to remove, to the greatest extent practicable, fine material, which will dust under traffic. This operation shall be conducted in such a manner that will minimize the potential of creating a traffic hazard and minimize air pollution.

Sweeping the milled surface with a street sweeper is required before placing asphaltic concrete and immediately after the milling to prevent milled material infiltrating into the storm sewer system when the milling operation is near a municipal curb and gutter or a closed drainage system.

The sweeping operation shall include thoroughly removing all milled material from the gutter to prevent it from being swept into inlet openings or grates. Curbs shall not be damaged during the removal operation; any damages shall be immediately repaired at no additional cost to the County. The County's Representative may require the equipment and/or methods be changed to achieve satisfactory results.

Milled surfaces shall have a reasonably uniform texture, shall be within  $\frac{1}{4}$  inch of a true profile grade and shall have no deviation in excess of  $\frac{1}{4}$  inch from a straightedge applied to the pavement perpendicular to the centerline. Variations of the longitudinal joint between multiple cut areas shall not exceed  $\frac{1}{4}$  inch. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the County's Representative determines that they were caused by a pre-existing condition, which could not have reasonably been corrected by the milling operations. Any area where a surface lamination

causes a non-uniform texture to occur or unsuitable texture or profile, as determined by the County's Representative, shall be corrected/re-milled by the Contractor at no additional compensation.

The Contractor shall not change or modify existing drainage configuration of roads to be paved under this contract. The Contractor shall be responsible to restore any modified drainage/road profile to original condition at no cost to the County.

The Contractor shall not change or modify existing drainage configuration of roads to be paved under this contract. The Contractor shall be responsible to restore any modified drainage/road profile to original condition at no additional cost to the County.

If the Contractor chooses to full mill areas designated to be curb-revealed as a convenience, the Contractor will be responsible for restoration of drainage/road profile as stated above. The Contractor will not receive additional compensation for this additional milling or for restoration of the areas to original condition.

Milled material becomes the property of the Contractor. Include the cost of removing existing pavement markers in the unit price for milling.

The unit price for milling shall be inclusive of all supervision, quality control, labor, materials, equipment, tools, transportation, supplies, manpower, erosion control, incidentals and pay disposal fees necessary to complete the work as specified herein.

**2.5.1 Curb-Reveal Milling** – Per request, some areas require curb-reveal milling before paving. This will normally be accomplished by milling one (1) pass with a 6-foot milling machine to a depth of 1.5-inch below the curb line and tapering to 0-inch at the inside of the cut.

**2.5.2 Complete Roadway Mill** – Per request, remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement, when milling to improve rideability, average depth of cut will be specified.

**2.6 Base Repairs** – When performing milling operations, the base upon resurfacing is to be made may be found to be unstable. The Contractor shall immediately notify the County's Representative of the possible base failure. The County's

Representative will visit the site and will determine if the repairs are warranted. Should the area in question need improvement, the Contractor and the County's Representative will determine the extent to which the base is to be removed (area).

The existing road base shall be removed to a depth of four inches (4") below the existing finished asphalt grade and replaced with specified compacted asphalt (2 – 2-inch layers). The Contractor shall always take into consideration the proposed finished grade for the area as specified on the Purchase Order for the project.

The unit cost for base repair shall include all supervision, quality control, labor, materials, equipment, tools, transportation, supplies, manpower, and pay disposal fees necessary to complete the work as specified.

**2.7 Leveling** – When leveling is required in any particular area, the asphalt will be paid per tonnage for the type of asphalt used in the project. The Contractor shall notify the project inspector immediately for verification and approval of amount to be used. Leveling shall be installed as a separate layer prior to resurfacing. Any leveling installed without the inspectors verification and approval or in his/her absence will be considered as part of the regular paving process at no extra cost to the County. The contractor shall keep separate asphalt tickets for the leveling. Leveling asphalt tickets are to be provided to the County's Representative as required in **Section 2.1 - Resurfacing**.

**2.8 Asphalt berms** – Depending on the roadway configuration, the contractor may be required to re-establish angled asphalt berms along the roadways. These angled berms 24" in length and 2" in thickness were previously intended to function as curbs and aged over time. As part of this work, the contractor will be required to remove the old asphalt berm and replace it as part of the roadway resurfacing. This work may include the removal of vegetation and or sand from the berm, milling of the existing asphalt, leveling, placement of the new asphalt and compaction.

**3. MEASUREMENT AND PAYMENT** – Unit prices for services under this contract shall be inclusive of all materials, equipment, labor and incidentals necessary to complete the work. All work completed under this contract shall be measured by the Contractor in the presence of the County's Representative. The measurement for payment shall be based on the completed work performed in strict accordance with specifications, and shall be made under the following:

**3.1 Asphalt (Type SP 12.5 @ 1.5") (Square Yard)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to furnish and install 1.5" of asphalt Type SP 12.5.

- 3.2 Asphalt (Type SP 12.5 @ 2") (Square Yard)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to furnish and install 2" of asphalt Type SP 12.5.
- 3.3 Asphalt (Type SP FC 9.5 @ 1.25") (Square Yard)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to furnish and install 1.25" of asphalt Type SP FC 9.5.
- 3.4 Leveling (Ton)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to level designated roadway areas.
- 3.5 Milling of Existing Asphalt 1" – 2" (Square Yard)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to mill 1" to 2" of existing asphalt pavement prior to resurfacing.
- 3.6 Milling of Existing Asphalt 2" – 3" (Square Yard)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to mill 2" to 3" of existing asphalt pavement prior to resurfacing.
- 3.7 Milling of Existing Asphalt 3" – 4" (Square Yard)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to mill 3" to 4" of existing asphalt pavement prior to resurfacing.
- 3.8 Curb Reveal Milling of Existing Asphalt (Square Yard) – (based on the width of the paver no less than 6')-** Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to curb reveal mill existing asphalt pavement, as specified, prior to resurfacing.
- 3.9 Raise Manhole Covers (Each)** - The unit price for raising manhole covers to match grade shall include all labor, materials, equipment, installation, maintenance of traffic and incidentals associated to complete this task.
- 3.10 Raise Water Valve Covers (Each)** - The unit price for raising water valve covers to match grade shall include all labor, materials, equipment, installation, maintenance of traffic and incidentals associated to complete this task.
- 3.11 Installation of County Provided Manhole Risers (Each)** - The unit price for raising manhole covers to match grade shall include all labor, equipment, installation, maintenance of traffic and incidentals associated to complete this task.
- 3.12 Installation of County Provided Water Valve Risers (Each)** - The unit price for raising water valve covers to match grade shall include all labor, equipment,

installation, maintenance of traffic and incidentals associated to complete this task.

**3.13 Base Repairs 4" (SP-12.5 Asphalt) (Square Yard)** - The unit price for base repair shall be inclusive of all labor, materials, equipment, installation and incidentals required to provide services as specified. The cost shall also be inclusive of proper disposal of removed material.

**3.14 Asphalt Berms (Ton)** - The unit price for asphalt berms shall be inclusive of all labor, materials, equipment, installation and incidentals required to provide services as specified. The cost shall also be inclusive of proper disposal of removed material/debris, leveling, milling, grading and compaction.

**3.15 Temporary Paint Pavement Markings 6" (Linear Foot)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to furnish and install 6" temporary paint pavement markings.

**3.16 Temporary Paint Pavement Markings Messages and Arrows (Each)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to furnish and install temporary paint pavement markings messages and arrows.

**3.17 Message Boards (Week)** - Message boards shall be in place ten (10) days prior to commencement of any work in all major roadways and industrial park. All materials, labor and equipment necessary for these operations or as may be directed by the County's Representative shall be included as part of this unit price.

**3.18 Law Enforcement for Special MOT Operations (Hour)** - Law enforcement officials shall be present during night time work and any time when controlling traffic at signalized intersections. All materials, labor and equipment necessary for these operations or as may be directed by the County's Representative shall be included as part of this unit price.

**4. Final Inspection** - Upon written notice from the Contractor that the project is complete, the County's Representative will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor shall correct all deficiencies within seven (7) days of such notification before final acceptance and payment can be made. Areas determined to be defective or deficient shall be corrected following FDOT specifications for replacement of deficient pavement. The Contractor shall submit written certification, signed by a Licensed Professional Engineer, for areas considered as "cosmetic" by his/her personnel. This certification must include at least the thickness of affected

areas and assurance of structural integrity for the areas in question. Failure to correct all deficiencies within specified completion timeframe shall result in the assessment of liquidated damages as previously specified.

Proposed request to extend the specified completion date shall be submitted in writing to the County no later than the time of the final inspection notification for approval.

The Contractor shall correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the County will assess an eighty (80) dollar fee to the Contractor. The eighty (80) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor cost and vehicle usage required for the unnecessary inspections and the fee will be deducted from the final invoice for the delivery order for the project.

5. **Final inspection for payment** – After the Contractor has corrected all deficiencies to the satisfaction of the County's Representative; he/she might make application for final payment following the procedures for progress payment. The effective final release or waivers of lien from the Contractor and all subcontractors which performed services for the Contractor pursuant to the Contract Documents and the consent of surety, if applicable shall be attached to the final payment.

## 2020 Street Resurfacing

Project Location: City Wide

9th Street (SR 50 to Plant), Tildenville School Rd. (W. Bay to Oakland Park)

Fullers Cross(Palm Dr. to E. Crown Point), Carter Rd. (Story to SR50),

Marsh Rd. (Avalon to Alamere), E. Smith St. (Dillard to 9th), E. Bay St. (9th to S.W.

Crown Point), E. Maple St. (Dillard to 9th), W. Crown Point (Plant to Fullers),

W. Joiner St. (S. Main to S. Boyd), Joiner St. (Dillard to S. Main), W. Newell ( N. Park to Central), S. Highland (Story to W. Maple), 11th Street (Center to Maxey),

Maxey Dr. (11th to E. Bay), SW Crown Point (Edgeway to E. Bay), Trailer City.

<b>Description</b>	<b>Unit</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Diff</b>
Milling @ 1.5"	SY	2.50	2.50	0.00
Asphalt Paving 12.5C @ 1.5"	SY	8.50	8.75	0.25
Pavement Markings 6" (Paint White/Yellow)	LF	0.52	0.54	0.02
Pavement Markings Paint Messages and Arrows White	EA	25.00	25.00	0.00

**Items of Work as Needed**

Leveling , as Specified	TN	175.00	175.00	0.00
Base Repair 4" (SP 12.5 Asphalt)	SY	23.25	24.50	1.25
Raise Manholes W/Riser Ring	EA	150.00	150.00	0.00
Raise Water Valves W/Riser Ring	EA	75.00	75.00	0.00
Law Enforcement for Special MOT	HR	68.00	70.00	2.00
Message Boards	Week	200.00	225.00	25.00

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Jon Williams, Assistant City Manager – Public Services

**Via:** Mike Bollhoefer, City Manager

**Date:** January 16, 2020                      **Meeting Date:** January 23, 2020

**Subject:** Approve a Purchase Order Under Existing Continuing Services Contract for Roadbase, Asphalt, Curb, Gutter and Miscellaneous Concrete Repairs to Cathcart Construction Company.

**Issue:** This project consists of replacing approximately 6,645 square feet of sidewalk at various points along Stoneybrook Parkway. Cathcart Construction Company provided the estimate for replacement under the existing continuing services contract in the amount of \$52,225.00.

**Recommended Action:**

Staff recommends approving a Purchase Order in the amount of \$52,225.00 to Cathcart Construction Company for Stoneybrook sidewalk replacement.

**Attachments/References:**

Estimate from Cathcart Construction Company



**Cathcart Construction Company**

- Florida, LLC -

Stoneybrook Parkway Sidewalk

Mobilization	1 LS	\$	1,500.00	\$	1,500.00
Maintenance of Traffic	1 LS	\$	1,500.00	\$	1,500.00
Remove and Replace 4" Flatwork over 50 SY	6645 SF	\$	7.00	\$	46,515.00
Sod (Bahia)	360 SY	\$	5.00	\$	1,800.00
Removal and Disposal of Excess Fill	40 CY	\$	10.00	\$	400.00
Erosion Control	1 LS	\$	500.00	\$	500.00
Indemnification	1 LS	\$	10.00	\$	10.00
				\$	52,225.00

**Matt T. Blanton, President**

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Steve Pash, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** January 16, 2020                      **Meeting Date:** January 23, 2020

**Subject:** 303 West Crown Point Road  
**Boys and Girls Club - Site Plan Approval**  
**PARCEL ID# 12-22-27-6496-06-004**

**Issue:** The applicant is requesting Site Plan approval for a single-story Boys and Girls Club building with associated site improvements on a property located on 303 West Crown Point Road.

**Discussion:**

The subject property is a 9.35 +/- acre parcel that is zoned R-2 (Residential District) and has a future land use designation of INT Institutional. The applicant is requesting site plan approval to allow the construction of a new 10,044 sq. ft. single story recreation and learning center. The proposed project also includes associated site improvements such as sidewalks and landscaping.

**Recommended Action:**

Staff recommends approval of the proposed Site Plan subject to the conditions of the DRC staff report dated January 3, 2020. Development of the property with a single-story recreation and learning building is consistent with the City's Comprehensive Plan & with the property's R-2 zoning requirements.

**Attachment(s)/References:**

Location Map  
DRC Comments  
Site Plan and Elevations

CONTACT INFORMATION:

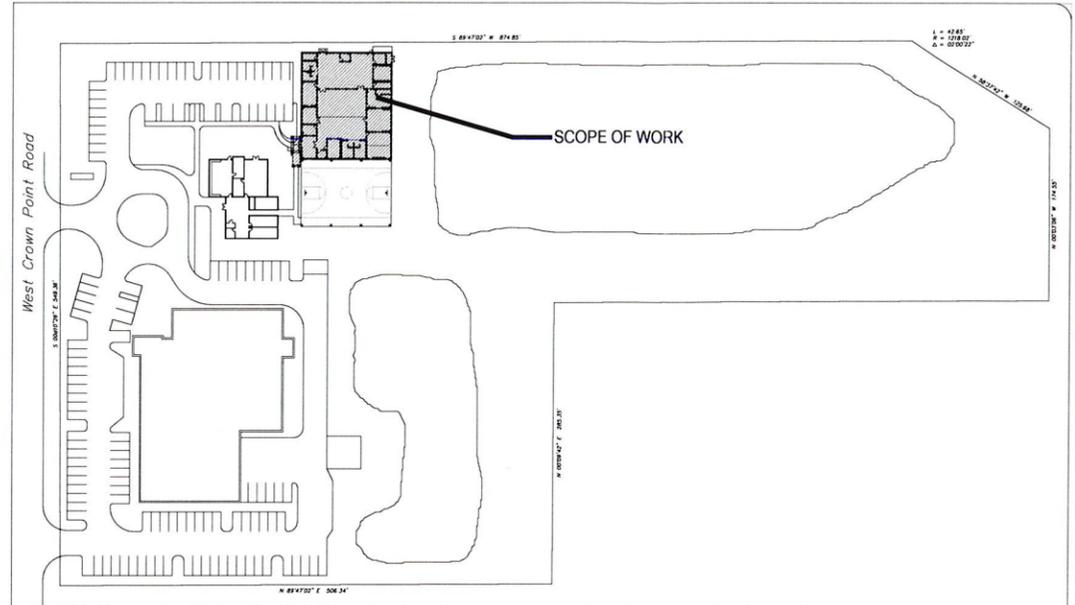
ARCHITECT:  
 KEESEE ASSOCIATES  
 945 SOUTH ORANGE BLOSSOM TRAIL  
 APOPKA, FLORIDA 32703  
 AA 26003115  
 CONTACT NAME: DUSTIN SMITH  
 TEL: 407-880-2333  
 EMAIL: DUSTIN.SMITH@GOKEESE.COM



STRUCTURAL ENGINEER:  
 FDS ENGINEERING  
 249 MAITLAND AVENUE  
 SUITE 3000  
 MAITLAND, FLORIDA 32701  
 321-972-4091  
 WWW.FDSENG.COM



MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:  
 INGENUITY ENGINEERS, INC.  
 4798 NEW BROAD STREET  
 SUITE 300  
 ORLANDO, FL 32814  
 CONTACT: ANTHONY LOCASCIO  
 TEL: 407-398-6007

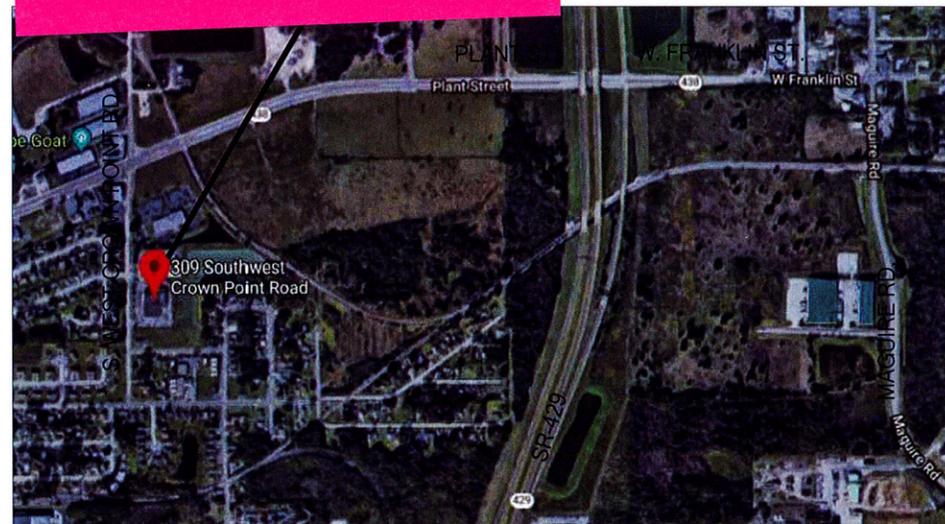


**SITE PLAN**  
 SCALE: 1" = 40'

Just for reference

# BOYS AND GIRLS CLUB

309 S. WEST CROWN POINT ROAD  
 WINTER GARDEN, FLORIDA  
 34787



**VICINITY MAP**  
 SCALE: NONE

AREA TABULATION	
AREA NAME	SQUARE FT.
FIRST FINISH FLOOR	
FIRST FLOOR A/C	10,044 SF
COVERED DROP AREA	272 SF
<b>TOTAL SQUARE FOOTAGE</b>	<b>10,316 SF</b>

INDEX	REVISION HISTORY
CV1 INDEX & BUILDING DATA	
CV2 GENERAL NOTES & SPECIFICATIONS	
<b>LIFE SAFETY</b>	
LS01 LIFE SAFETY PLAN	
<b>STRUCTURAL</b>	
S001 GENERAL NOTES AND ABBREVIATIONS	
S100 FOUNDATION PLAN NOTES & SCHEDULES	
S200 LINTEL PLAN	
S300 FOUNDATION SECTIONS & DETAILS	
<b>ARCHITECTURAL</b>	
A100 FLOOR PLAN	
A101 WALL TYPES - FLOOR PLAN	
A102 WALL TYPES - DETAILS	
A200 DIMENSIONED FLOOR PLAN	
A300 PARTIAL ENLARGED PLANS	
A400 REFLECTED CEILING PLAN	
A500 ROOF PLAN	
A600 EXTERIOR ELEVATIONS	
A601 EXTERIOR ELEVATIONS	
A700 INTERIOR ELEVATIONS & FINISH SCHEDULE	
A701 MILLWORK SECTIONS & DETAILS	
A800 DOOR & WINDOW SCHEDULES	
A900 NOT USED	
A1000 BUILDING SECTIONS	
A1100 WALL SECTIONS	
A1200 DETAILS	
<b>PLUMBING</b>	
P0.1 PLUMBING LEGEND, NOTES & ABBREVIATIONS	
P0.2 PLUMBING SPECS	
P1.0 PLUMBING PLAN	
P1.1 PIPING PLAN	
P4.0 PLUMBING RISERS	
P5.0 PLUMBING DETAILS	
<b>ELECTRICAL</b>	
E0.1 ELECTRICAL LEGEND, NOTES & ABBREVS.	
E1.0 ELECTRICAL LIGHTING PLAN	
E2.0 ELECTRICAL POWER PLAN	
E3.0 ELECTRICAL RISER & PANEL SCHEDULES	
<b>MECHANICAL</b>	
M0.1 MECHANICAL LEGEND, NOTES & ABBREVS.	
M1.0 MECHANICAL PLAN	
M4.0 MECHANICAL CONTROLS	
M5.0 MECHANICAL DETAILS	
M5.1 MECHANICAL DETAILS	
M6.0 MECHANICAL SCHEDULES	

OCCUPANCY CLASSIFICATION: NEW  
 GROUP - A-3 ASSEMBLY  
 OCCUPANCY - COMMUNITY HALL

CONSTRUCTION TYPE: NEW  
 NEW - TYPE III B - SPRINKLERED / PROTECTED

OCCUPANT LOAD  
 SEE LIFE SAFETY SHEET FOR OCCUPANCY TABLE

JURISDICTION  
 CITY OF WINTER GARDEN

DIGITAL S&S

West Crown Point Road S - 303  
 BOYS AND GIRLS CLUB  
**SITE PLAN - 2nd Sub 09/04/19**  
 o: West Orange Rec Center aka Mildred Dixon Center  
 12-22-27-6496-06-004

Community Development  
 Planning & Zoning  
**SEP 04 2019**  
 Received By: \_\_\_\_\_  
 Project #

**Keesee Associates**  
 ARCHITECTURE | DESIGN | PLANNING  
 1568 North Orange Avenue, Ste. 108  
 Orlando, FL 32809  
 407.880.2333  
 www.keesee.com

THIS DOCUMENT AND THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY ARE RESERVED. THE REPRODUCTIONS, COPYING, OR USE OF THIS DOCUMENT AND THE DESIGN CONCEPT WITHOUT THE WRITER'S CONSENT OF KEESEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

REGISTERED PROFESSIONAL ENGINEER  
 JAMES A. CARROLL, P.E.  
 LICENSE # 14818

Boys & Girls Clubs of Central Florida  
 309 S. West Crown Point Road  
 Winter Garden, Florida

**SHEET INFORMATION**

DATE: 08/22/2019  
 DRAWN BY: JCS  
 PROJECT NO: 14201  
 REVIEWED BY: JCS

Plan Revisions Date:

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Drawn Name: \_\_\_\_\_

**INDEX AND BUILDING DATA**

Sheet No: **CV1**

ABBREVIATIONS

&	AND	HM.	HOLLOW METAL
∠	ANGLE	HORZ.	HORIZONTAL (LY)
AT	ANCHOR TIE	HB.	HOSE BIBB
CL	CENTERLINE	HR.	HOUR
CH	CHANNEL	INCL.	INCLUDING
Ø	DIAMETER OR ROUND	INSUL.	INSULATE (D) (ING) (TION)
⊥	PERPENDICULAR OR STRUCTURAL TEE	INT.	INTERIOR
#	NUMBER OR POUND	J.B.	JUNCTION BOX (ES)
ABV.	ABOVE	JC.	JANITORS CLOSET
ACOUS./ACT	ACOUSTICAL TILE	JCT.	JUNCTION
ADJ.	ADJUSTABLE	JT.	JOINT
A/C	AIR CONDITIONING	L.	LENGTH
A.F.F.	ABOVE FINISHED FLOOR	LAM.	LAMINATE (D)
ALT.	ALTERNATE	LAV.	LAVATORY
AL.	ALUMINUM	LG.	LAMINATED GLASS
ALUM.	ALUMINUM	LDG.	LEADED GLASS
A.S.T.M.	AMERICAN SOCIETY TESTING MATERIALS	LL.	LIVE LOAD
A.I.S.C.	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	LT. WT.	LIGHT WEIGHT
A.I.A.	AMERICAN INSTITUTE OF ARCHITECTS	MANUF.	MANUFACTURE (ER)
AB.	ANCHOR BOLT	MAR.B.	MARBLE
ANOD.	ANODIZED	MAS.	MASONRY
ARCH.	ARCHITECT(URAL)	M.O.	MASONRY OPENING
A.R.	AS REQUIRED	MAX.	MAXIMUM
AUTO.	AUTOMATIC	MG.	MIRROR GLASS
A.N.S.I.	AMERICAN NATIONAL STANDARDS INSTITUTE	MIN.	MINIMUM
A.W.M.M.	ALIGN WITH WINDOW MULLION	MR.	MOISTURE RESISTANT
BKSP.L.	BACK SPLASH	MTD.	MOUNTED
BSMT.	BASEMENT	MTL.	METAL
BRG.	BEARING	MECH.	MECHANIC (AL)
BM.	BEAM	MAT.	MATERIAL
BTWN.	BETWEEN	MISC.	MISCELLANEOUS
BIT.	BITUMINOUS	N.F.P.A.	NATIONAL FIRE PROTECTION AGENCY
BLK.	BLOCK	N.	NORTH
BLKG.	BLOCKING	NTS.	NOT TO SCALE
BD.	BOARD	NEC.	NATIONAL ELECTRIC CODE
BOT.	BOTTOM	NR.	NON FIRE RATED
BRK.	BRICK	NSF.	NATIONAL SANITATION FOUNDATION
BLDG.	BUILDING	OSHA.	OCCUPATIONAL SAFETY AND HEALTH ADMIN.
BU.	BUILT-UP	OC.	ON CENTER
CO.	CLEAN OUT	OPG.	OPENING
CPT.	CARPET (ED)	OPT.	OPTION
CR.	CATCH BASIN	OR.	OVER
CTR.	CENTER	OD.	OUTSIDE DIAMETER
CLG.	CEILING	O.F.O.I.	OWNER FURNISHED OWNER INSTALLED
C.F.C.I.	FURNISHED INSTALLED	O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED
CEM.	CEMENT	O.H.	OPPOSITE HAND
C.T.	CERAMIC TILE	OWG.	ONE WAY GLASS
CHAM.	CHAMFER	PNT.	PAINT
CHN LNK	CHAIN LINK	PTD.	PAPER TOWEL DISPENSER
C.I.	CAST IRON	PL.	PROPERTY LINE
C.I.P.	CAST IN PLACE	PLAM.	PLASTIC LAMINATE
CIR.	CIRCLE	PLYWD.	PLYWOOD
CIRCUM.	CIRCUMFERENCE	PNL.	PANEL
CLR.	CLEARANCE	P/C	POUNDS PER CUBIC FOOT
COL.	COLUMN	P/F	POUNDS PER LINEAR FOOT
CONC.	CONCRETE	P/SF	POUNDS PER SQUARE FOOT
CMU.	CONCRETE MASONRY UNIT	PSI.	POUNDS PER SQUARE INCH
CONST.	CONSTRUCTION	PT.	POINT
CONTR.	CONTRACTOR	P.T.	PRESSURE TREATED
CONT.	CONTINUOUS OR CONTINUE	R.	RADIUS
CJT.	CONTROL JOINT	RAD.	RADIUS
CTPG.	CLEAR TEMPERED PLATE GLASS	RE.	REFERENCE OR SEE
CTR.	COUNTER	REF.	REFERENCE
CW.	COLD WATER	REFRIG.	REFRIGERATOR
DCD.	CASE DRAIN	REINF.	REINFORCING
D.F.	DRINKING WATER FOUNTAIN	REQ'D.	REQUIRED
DTL.	DETAIL	REV.	REVISION (S) (REVISED)
DIA.	DIAMETER	RO.	ROUGH OPENING
DM.	DIMENSION	R/W.	RIGHT OF WAY
DS.	DOWN SPOUT	SCH.	SCHEDULE
DWG.	DRAWING	SHT.	SHEET
DL.	DOWN LEADER	SH/R.	SHELF / ROD
DN.	DOWN	SHWR.	SHOWER
DW.	DISHWASHER	SC.	SOLID CORE
EA.	EACH	S.	SOUTHERN STANDARD BUILDING CODE (S)
E.H.D.	ELECTRIC HAND DRYER	SSBC.	SOUTHERN STANDARD BUILDING CODE (S)
ELEC.	ELECTRIC	SPEC.	SPECIFICATION (S)
EL.	ELEVATION	S.S.	STAINLESS STEEL
ELEV.	ELEVATION	S/S.	SANITARY SEWER
EQ.	EQUAL	SPG.	SPANDRELITE PANEL GLASS
E.W.	EACH WAY	STD.	STANDARD
E.W.C.	ELECTRIC WATER COOLER	STL.	STEEL
E.W.H.	ELECTRIC WATER HEATER	STOR.	STORAGE
EXH.	EXHAUST	STRUCT.	STRUCTURE (AL)
EJ/T/E.J.	EXPANSION JOINT	SUSP.	SUSPENDED
EXP.	EXPOSED	T & B.	TOP AND BOTTOM
EXIST. EXTG.	EXISTING	T.M.	TO MATCH
EXT.	EXTERIOR	T.M.E.	TO MATCH EXISTING
FA.	FIRE ALARM	T.O.C.	TOP OF CONCRETE
FE.	FIRE EXTINGUISHER	T.D.	TOTAL DYNAMIC HEAD
F. CLG/	FINISH CEILING	T.O.M.	TOP OF MASONRY
FIN. CEIL.	FINISH CEILING	T.O.R.F.	TOP OF ROOF PERIMETER
F.F./FIN. FL.	FINISH FLOOR	T.O.R.D.	TOP OF ROOF DECK
FIN.	FINISH (ED)	T.O.W.	TOP OF WALL
FLASH.	FLASHING	TTPG.	TINTED TEMPERED PLATE GLASS
FLR.	FLOOR (ING)	T. OF F.	TOP OF FOUNDATION
FLUOR.	FLUORESCENT	TEL.	TELEPHONE
FOC.	FACE OF CONCRETE	TV.	TELEVISION
FOF.	FACE OF FINISH	T & G.	TONGUE AND GROOVE
FOFM.	FACE OF FINISHED MASONRY	TYP.	TYPICAL
FOS.	FACE OF STUDS	U.N.O.	UNLESS NOTED OTHERWISE
F.O.SH.	FACE OF SHEATHING	V.B.	VAPOR BARRIER
F.O.S.M.	FACE OF STRUCTURAL MASONRY	VERT.	VERTICAL
FTG.	FOOTING	VCT.	VINYL COMPOSITION TILE
FT.	FOOT	VP.	VENEER PLASTER
GALV.	GALVANIZED	VTR.	VENT THRU ROOF
G.I.	GALVANIZED IRON	W.	WITH
GD.	GRADE (GRADING)	W.	WIDTH OR WEST
GEN.	GENERAL	WC.	WATER CLOSET
GYP./GWB.	GYPSUM WALL BOARD	WH.	WATER HEATER
H OR HT.	HEIGHT	WNDW.	WINDOW
HDW.	HARDWARE	WO.	WITHOUT
HDR.	HEADER	WD.	WOOD
HVAC.	HEATING/VENTILATING/AC	WG.	WIRE GLASS
HGT.	HEIGHT	WT.	WEIGHT
H.C.	HANDICAPPED ACCESSIBLE	WP.	WATER PROOFING
		WWF.	WELDED WIRE FABRIC

LEGEND OF SYMBOLS

SYMBOL	DESCRIPTION
	NORTH ARROW
	ROOM NAME & NUMBER - SEE FINISH SCHEDULE
	DOOR NUMBER - SEE DOOR SCHEDULE
	WINDOW NUMBER - SEE WINDOW SCHEDULE
	COLUMN GRID REFERENCE
	PARTITION TYPE - SEE SHEET A000
	FLOOR FINISH TAG
	ELEVATION MARK
	INTERIOR ELEVATION MARK
	PLAN NOTE NUMBER
	LOUVER MARK
	REVISION MARK
	DETAIL MARK
	INSULATION
	CONCRETE
	STUCCO, PLASTER OR G.W.B.
	BRICK / BLOCK ELEV.
	GRADE / EARTH
	BUILDING SECTION MARK
	WALL SECTION MARK
	DETAIL MARK

PROJECT REQUIREMENTS & COMPLIANCE

1. CODE REQUIREMENTS: IT IS THE INTENT THAT ALL WORK SHALL CONFORM TO THE ADOPTED CODES, STANDARDS AND RULES OF THE ADMINISTRATIVE AUTHORITY HAVING JURISDICTION

2. ALL WORK SHALL CONFORM WITH DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH THE REQUIREMENTS OF ALL THE FOLLOWING WHERE APPLICABLE:  
 A. GOVERNING MUNICIPAL REGULATORY AGENCIES  
 B. LOCAL, STATE AND FEDERAL CODES

**APPLICABLE CODES:**

FLORIDA BUILDING CODE 2017 6TH ED.  
 2014 NEC  
 2017 6TH ED. & CURRENT ADOPTED CODES & STANDARDS BY THE STATE OF FLORIDA

NFPA 1 AND NFPA 101 FLORIDA EDITION  
 FLORIDA ACCESSIBILITY CODE  
 EXISTING FLORIDA BUILDING CODE

2015 EDITION  
 FLORIDA BUILDING CODE 2017 6TH ED.  
 FLORIDA BUILDING CODE 2017 6TH ED.

3. THE GENERAL CONTRACTOR SHALL COMPLY WITH ALL THE REQUIREMENTS OF THE SOILS REPORT. OBTAIN FROM THE OWNER THE CURRENT COPY OF THE SOILS INVESTIGATION REPORT IF NECESSARY

4. ALL DEBRIS SHALL BE REMOVED FROM THE PREMISES BY THE GENERAL CONTRACTOR AND ALL AREAS SHALL BE LEFT IN A CLEAN CONDITION AT ALL TIMES DURING CONSTRUCTION

5. IT IS UNDERSTOOD THAT ALL INTENDED WORK IS SUBJECT TO REVIEW AND INTERPRETATION BY THE ADMINISTRATIVE AUTHORITY HAVING JURISDICTION. IN NO CASE SHALL WORK BE PERFORMED WITHOUT THE REVIEW AND WRITTEN APPROVAL OF SAID AUTHORITY.

6. ALL TRADES SHALL BE RESPONSIBLE FOR ALL FEES RELATED TO THE ISSUE OF TRADE-SPECIFIC PERMITS, INSPECTIONS AND CERTIFICATES NECESSARY FOR THE EXECUTION AND COMPLETION OF THE WORK, AND THE OCCUPANCY OF THE WORK.

7. EXISTING CONDITIONS: THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND FIELD-COORDINATE THE CORRECTIVE ACTION AS REQUIRED. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT/DESIGNER OF ALL CONFLICTS AND DISCREPANCIES THAT AFFECT THE WORK PRIOR TO PROCEEDING WITH SAID WORK.

8. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS WILL GOVERN. LARGE-SCALE DRAWINGS SHALL GOVERN OVER SMALLER-SCALE DRAWINGS. CONTACT ARCHITECT/DESIGNER TO CONFIRM ALL DISCREPANCIES.

9. THE ARCHITECT/DESIGNER SHALL NOT BE HELD RESPONSIBLE FOR WORK PERFORMED NOT IN ACCORDANCE WITH THESE DOCUMENTS NOR FOR MISINTERPRETATION OF THE DRAWINGS, NOR FOR UNSATISFACTORY WORK BY CONTRACTOR.

10. CONFIRM ALL DIMENSIONS WITH PLANS AND IN FIELD PRIOR TO FABRICATION AND/OR CONSTRUCTION

11. ALL ELECTRICAL AND MECHANICAL INFORMATION CONTAINED IN THESE DRAWINGS IS SOLELY FOR THE PURPOSE OF COORDINATION OF THE ARCHITECT/DESIGNER'S WORK.

**TERMITE PROTECTION NOTES**

PER FLORIDA BUILDING CODE 2017 6TH EDITION

SOIL CHEMICAL BARRIER METHOD

1. "A PERMANENT SIGN WHICH IDENTIFIES THE TERMITE TREATMENT PROVIDER AND NEED FOR RE-INSPECTION AND TREATMENT CONTRACT RENEWAL SHALL BE PROVIDED. THE SIGN SHALL BE POSTED NEAR WATER HEATER OR ELECTRICAL PANEL."

2. "CONDENSATE AND ROOF DOWNSPOUTS SHALL DISCHARGE AT LEAST 1'-0" AWAY FROM BUILDING SIDE WALLS."

3. "IRRIGATION / SPRINKLER SYSTEMS INCLUDING ALL RISERS AND SPRAY HEADS SHALL NOT BE INSTALLED WITHIN 1'-0" OF BUILDING SIDE WALLS."

4. "TO PROVIDE FOR INSPECTION FOR TERMITE INFESTATION, BETWEEN WALL COVERING AND FINAL EARTH GRADE SHALL NOT BE LESS THAN 6 INCHES." EXCEPTION: PAINT OR DECORATIVE CONTENTIOUS FINISH LESS THAN 5/8" THICK ADHERED DIRECTLY TO THE FOUNDATION WALL.

5. "INITIAL TREATMENT SHALL BE DONE AFTER ALL EXCAVATION AND BACKFILL IS COMPLETE."

6. "SOIL DISTURBED AFTER THE INITIAL TREATMENT SHALL BE RETREATED INCLUDING SPACES BOXED OR FORMED."

7. "BOXED AREAS IN CONCRETE FLOORS FOR SUBSEQUENT INSTALLATION OF TRAPS, ETC., SHALL BE MADE WITH PERMANENT METAL OR PLASTIC FORMS. PERMANENT FORMS MUST BE OF A SIZE AND DEPTH THAT WILL ELIMINATE THE DISTURBANCE OF SOIL AFTER THE INITIAL TREATMENT."

8. "MINIMUM 6 MIL VAPOR RETARDER MUST BE INSTALLED TO PROTECT AGAINST RAIN FALL DILUTION. IF RAIN FALL OCCURS BEFORE VAPOR RETARDER PLACEMENT, RETREAT AS REQUIRED."

9. "CONCRETE OVERPOUR AND MORTAR ALONG FOUNDATION PERIMETER MUST BE REMOVED BEFORE EXTERIOR SOIL TREATMENT."

10. "SOIL TREATMENT MUST BE APPLIED UNDER ALL EXTERIOR CONCRETE OR GRADE WITHIN 1'-0" OF THE STRUCTURE SIDEWALLS."

11. "AN EXTERIOR VERTICAL CHEMICAL BARRIER MUST BE INSTALLED AFTER CONSTRUCTION IS COMPLETE INCLUDING LANDSCAPING AND IRRIGATION. ANY SOIL DISTURBED AFTER THE CHEMICAL BARRIER IS APPLIED, SHALL BE RETREATED."

12. "ALL BUILDINGS ARE REQUIRED TO HAVE PRE-CONSTRUCTION TREATMENT."

13. "A CERTIFICATE OF COMPLIANCE MUST BE ISSUED TO THE BUILDING DEPARTMENT BY A LICENSE PEST CONTROL COMPANY BE FOR CERTIFICATE OF OCCUPANCY WILL BE ISSUED. THE CERTIFICATE OF COMPLIANCE SHALL STATE: 'THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. THE TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS OF THE FLORIDA BUILDING DEPARTMENT OF AGRICULTURE AND CUSTOMER SERVICES.'"

14. "AFTER ALL WORK IS COMPLETED, LOOSE WOOD AND FILL MUST BE REMOVED FROM BELOW WITHIN 1'-0" OF THE BUILDING. THIS INCLUDES ALL GRADE STAKES, TUB TRAP BOXES, FORMS, SHORING OR OTHER CELLULOSE CONTAINING MATERIAL."

15. "NO WOOD, VEGETATION, STUMPS, CARDBOARD, TRASH, ETC., SHALL BE BURIED WITHIN 15'0" OF ANY BUILDING OR PROPOSED BUILDING."

PROJECT NOTES

1. THE SPECIFICATION, IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED HEREIN ARE AND SHALL REMAIN THE PROPERTY OF THE DESIGNER AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT WRITTEN CONSENT. VISUAL CONTACT WITH THESE PLANS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

2. THE PLANS SHOW THE LOCATION OF ALL FIXTURES AND EQUIPMENT AND ARE INTENDED TO CONVEY THE GENERAL INTENT OF THE WORK IN SCOPE AND LAYOUT. THEY ARE NOT INTENDED TO SHOW IN MINUTE DETAIL EVERY AND ALL ACCESSORIES INTENDED FOR THE PURPOSE OF EXECUTION OF THE WORK, BUT IS UNDERSTOOD THAT SUCH DETAILS ARE PART OF THIS WORK.

3. NO WORK IS TO BE INSTALLED PRIOR TO THE SUBMISSION AND APPROVAL OF APPROPRIATE AND REQUIRED SHOP DRAWINGS, SAMPLES, ETC. AS DESCRIBED IN THE CONTRACT DOCUMENTS.

4. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A COMPLETE AND FINISHED INTEGRATED WORK PACKAGE FOR PERFORMANCE WITH THE CONTRACTOR TO COMPLETE AN ASSEMBLY, SYSTEM, ETC. SHALL BE CONSIDERED PART OF THIS CONTRACT.

5. THE CONTRACTORS SHALL COORDINATE AND ASSURE THEMSELVES THAT ALL ITEMS OF WORK WILL FIT AND FUNCTION IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS AND THAT INDIVIDUAL PIECES OF THE SAME AND DIFFERENT SYSTEMS WILL PROPERLY FUNCTION IN CONFORMANCE WITH THE MANUFACTURER AND INDUSTRY STANDARD REQUIREMENTS.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE, INSIDE OR OUTSIDE THE LIMIT OF WORK DUE TO OPERATIONS. THE CONTRACTOR SHALL RESTORE ALL DAMAGED AREAS OR ITEMS TO THEIR ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY PROTECTION AS REQUIRED TO PROPERLY SECURE THE BUILDING FROM INTRUDERS, ANIMALS, AND THE ELEMENTS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXISTING MATERIAL OR SYSTEM INTEGRATED WITHIN THE SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTS AND OBJECTIVES OF THIS PROJECT. ALL CLEARANCES AND CONFLICTS OF ANY AND ALL CONSTRUCTION; FRAMING/ MECHANICAL/ PLUMBING/ ELECTRICAL/ ETC REQUIRED SHALL BE ADJUSTED FOR PROPER FIT, ACCESSIBILITY AND FUNCTION.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL TRADES NOT IDENTIFIED, INDICATED OR DESCRIBED IN THE DRAWINGS. INDIVIDUAL CONTRACTORS SHALL BE RESPONSIBLE FOR THE CONFORMANCE OF THEIR DESIGN AND EXECUTION TO ALL APPLICABLE LOCAL, STATE AND FEDERAL BUILDING CODES AND ORDINANCES, ZONING BYLAWS AND GOVERNING AGENCIES AS WELL AS OSHA, NFPA AND THE HEALTH ACTS. THE CONTRACTOR SHALL COORDINATE ALL N.I.C., OWNER SUPPLIED, AND FURNISHED ITEMS AS REQUIRED.

9. THE CONTRACTOR SHALL WORK IN A CLEAN, ORGANIZED, AND PROFESSIONAL MANNER AND SHALL BE RESPONSIBLE FOR MAINTAINING THE SAFETY AND SECURITY OF THE SITE DURING CONSTRUCTION.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF TRASH FROM THE SITE, ON A WEEKLY BASIS, AT A MINIMUM, AND MAINTAIN A SAFE AND ORDERLY CONDITION.

11. MATERIALS SPECIFIED ARE FOR CONFIGURATION, QUALITY, AND PERFORMANCE. DEMONSTRATED EQUALS WILL BE AMENABLE AND ACCEPTABLE WITH OWNER'S WRITTEN APPROVAL (UNLESS OTHERWISE NOTED IN CONTRACT DOCUMENTS).

12. COORDINATE ALL DIMENSIONS OR EQUIPMENT AND BUILT IN ITEMS WITH FINAL PLACEMENT LOCATIONS AS-BUILT CONDITIONS.

13. ALL MATERIAL SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS AND RELATED TRADE PRACTICES OR STANDARDS. THE PREPARATIONS AND MODIFICATIONS OF UNDERLYING CONDITIONS SHALL BE COMPLETE AND READY FOR THE NEXT TRADE OR PRODUCT. ALL WORK SHALL BE IN CONFORMANCE WITH GOOD TRADE PRACTICE AND PERFORMED BY SKILLED WORKERS, TRAINED IN THE INSTALLATION OF THE PRODUCT BEING INSTALLED. WORK NOT CONFORMING TO THESE REQUIREMENTS SHALL BE CAUSE FOR REJECTION. SATISFACTORY REMEDIES MAY INVOLVE COMPLETE REMOVAL AND REPLACEMENT OF DEFECTIVE WORK OR MATERIAL AT THE CONTRACTORS EXPENSE.

14. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED DRAWINGS, CALCULATIONS AND DIAGRAMS FOR PLUMBING, MECHANICAL AND ELECTRICAL PERMITS AND TO INSTALL REQUIRED COMPONENTS TO MEET ALL APPLICABLE CODES.

15. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED DRAWINGS, CALCULATIONS, DIAGRAMS AND CERTIFICATION FOR CONTRACTOR SUPPLIED SYSTEMS FOR REQUIRED PERMITTING AND AS REQUIRED TO MEET ALL APPLICABLE CODES.

16. IN THE EVENT OF A CONFLICT WITH ITEMS OR SYSTEMS SPECIFIED OR DETAILED IN MORE THAN ONE LOCATION, THE CONTRACTOR SHALL PROVIDE THE MORE EXPENSIVE OR HIGHER QUALITY ITEM AT NO COST TO THE OWNER.

17. THE CONTRACTOR IS ADVISED THAT THE OWNER AND OTHER CONTRACTORS MAY BE PERFORMING WORK DURING THE PERFORMANCE OF HIS WORK. COMPLETE COOPERATION AND COORDINATION IS REQUIRED.

18. ANY CONTRACTOR, SUBCONTRACTOR, INDIVIDUAL, COMPANY, OR THEIR DESIGNEES PERFORMING WORK OR SERVICES FOR THIS PROJECT, BE IT FOR MATERIALS, LABOR OR BOTH SHALL BE RESPONSIBLE FOR THE DETAILED EXAMINATION OF EXISTING CONDITIONS AT THE SITE, AS INDICATED IN DRAWINGS, OR IN OTHER INFORMATION AVAILABLE FROM A PUBLIC AGENCY OR UTILITY COMPANY. NO CONSIDERATION SHALL BE GIVEN FOR CLAIMS MADE AS A RESULT OF FAILURE TO UNDERSTAND, IDENTIFY OR ESTABLISH EXISTING CONDITIONS. ANY DAMAGE TO EXISTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND REPAIRED AT HIS OWN EXPENSE.

19. THE CONTRACTOR SHALL SUPPLY ALL ITEMS IDENTIFIED TO BE PROVIDED IN THE SPECIFICATIONS OR THE DRAWING INDEPENDENT OF BEING INDICATED WITHIN THE OTHER.

20. CONTRACTOR TO PROVIDE 'UTILIGUARD SYSTEM' ENERGY MANAGEMENT SYSTEMS OR APPROVED EQUAL ON ALL ELECTRICAL POWER PANELS FOR ENERGY/GREEN SYSTEMS.

GENERAL NOTES

**Keesee Associates**  
 ARCHITECTURE | DESIGN | PLANNING

1800 S. WEST CROWN POINT ROAD  
 WINTER GARDEN, FLORIDA 32787  
 TEL: 407.295.7799  
 FAX: 407.295.7798  
 WWW.KEESEEASSOCIATES.COM

---

THIS DOCUMENT AND THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESSEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY, ARE RESERVED. THE REPRODUCTIONS OR COPIES OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF KEESSEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

---

BOYS & GIRLS CLUBS  
 OF CENTRAL FLORIDA  
 309 S. West Crown Point Road  
 Winter Garden, Florida

---

SHEET INFORMATION

DATE:	08/22/2019
DRAWN BY:	AS
PROJECT NO.:	1821
REVISED BY:	AS

Plan Revisions Date:

1	
2	
3	
4	
5	
6	
7	

GENERAL NOTES & SPECS.

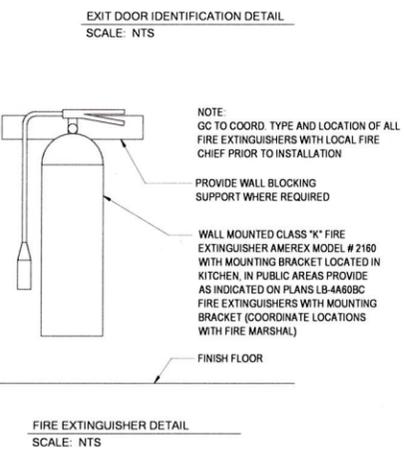
Sheet No. **CV2**

LEGEND		
SYMBOL	DISTRIBUTION	NOTES
	EXIT PATH	
	FIRE EXTINGUISHER - G.C. TO COORDINATE FINAL LOCATION WITH FIRE MARSHAL	
	EXIT LIGHT SIGN, REF. ELECTRICAL	
	EMERGENCY LIGHTING CEILING PACK, REF. ELECTRICAL	
	HORN / STROBE	

**EXIT**

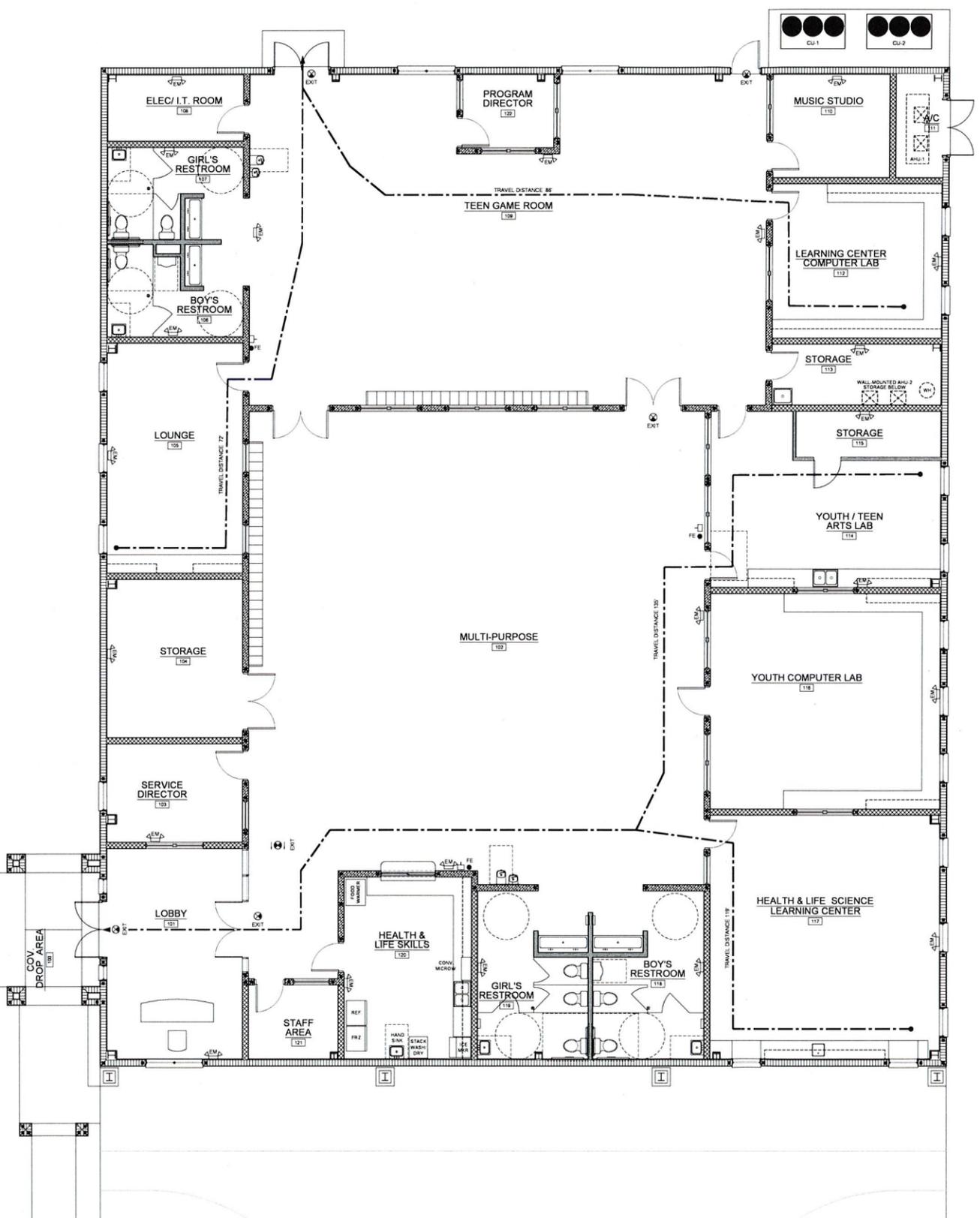
RAISED BORDER  
5/8" MIN - 2" MAX HIGH RAISED CHARACTERS  
GRADE 2 BRAILLE (TYP)

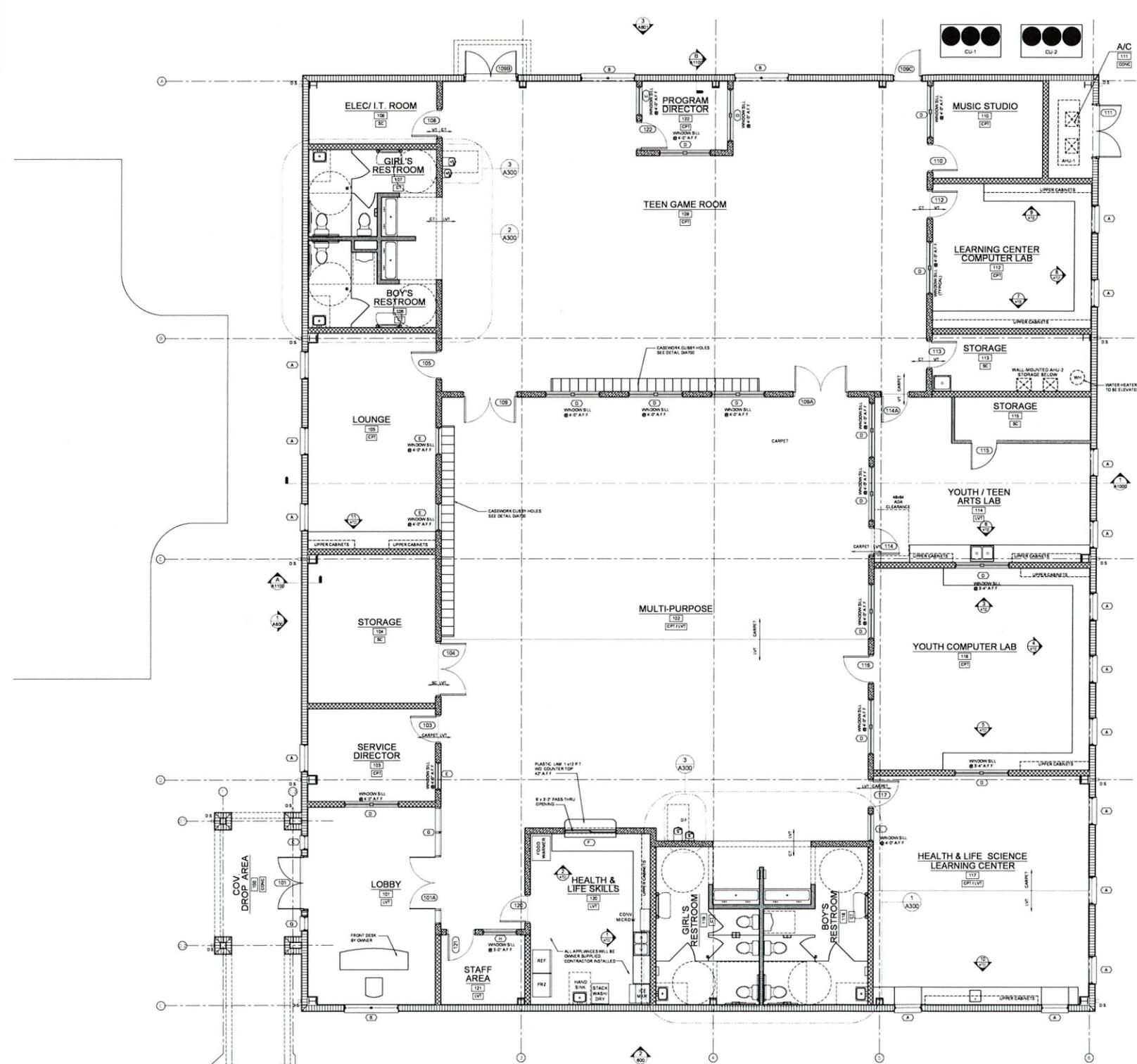
NOTES:  
1. ALL COPY AND GRAPHICS SHALL BE RAISED 1/32"  
2. LETTERFORM SHALL BE SANS SERIF



ROOM OCCUPANCY SCHEDULE						
ROOM NUMBER	ROOM NAME	OCCUPANCY CLASSIFICATION	GROSS ROOM AREA	OCCUPANT LOAD FACTOR	OCCUPANCY LOAD CALCULATED	REQUIRED EGRESS WIDTH
<b>FIRST FLOOR PLAN</b>						
100	COVERED DROP AREA	CIRCULATION ONLY	272 SQ FT	-	-	-
101	LOBBY	ASSEMBLY (UNCONCENTRATED)	339 SQ FT	15 SQ FT	23 PPL	4.6'
102	MULTI-PURPOSE	ASSEMBLY (UNCONCENTRATED)	2,639 SQ FT	15 SQ FT	176 PPL	35.2'
103	SERVICE DIRECTOR	OFFICE	159 SQ FT	100 SQ FT	2 PPL	4"
104	STORAGE	STORAGE	256 SQ FT	300 SQ FT	1 PPL	0.2'
105	LOUNGE	ASSEMBLY (UNCONCENTRATED)	372 SQ FT	15 SQ FT	25 PPL	5.0'
106	BOY'S RESTROOM	NO OCCUPANCY	148 SQ FT	-	-	-
107	GIRL'S RESTROOM	NO OCCUPANCY	146 SQ FT	-	-	-
108	ELEC. / I.T. ROOM	NO OCCUPANCY	107 SQ FT	-	-	-
109	TEEN GAME ROOM	ASSEMBLY (UNCONCENTRATED)	1,929 SQ FT	15 SQ FT	129 PPL	25.8'
110	MUSIC STUDIO	ASSEMBLY (UNCONCENTRATED)	143 SQ FT	15 SQ FT	10 PPL	2.0'
111	A/C (AHU-1)	NO OCCUPANCY	58 SQ FT	-	-	-
112	LEARNING CTR. COMP. LAB	CLASSROOM	310 SQ FT	20 SQ FT	16 PPL	3.2'
113	STORAGE	STORAGE	122 SQ FT	300 SQ FT	1 PPL	0.2'
114	YOUTH / TEEN ARTS LAB	CLASSROOM	395 SQ FT	20 SQ FT	20 PPL	4.0'
115	STORAGE	NO OCCUPANCY	80 SQ FT	-	-	-
116	YOUTH COMPUTER LAB	CLASSROOM	589 SQ FT	20 SQ FT	30 PPL	6.0'
117	HEALTH & LIFE SCI. LRNG CTR	ASSEMBLY (UNCONCENTRATED)	665 SQ FT	20 SQ FT	34 PPL	6.8'
118	BOY'S RESTROOM	NO OCCUPANCY	216 SQ FT	-	-	-
119	GIRL'S RESTROOM	NO OCCUPANCY	216 SQ FT	-	-	-
120	HEALTH & LIFE SKILLS	CLASSROOM	275 SQ FT	20 SQ FT	14 PPL	2.8'
121	STAFF AREA	OFFICE	79 SQ FT	100 SQ FT	1 PPL	2"
122	PROGRAM DIRECTOR	OFFICE	79 SQ FT	100 SQ FT	1 PPL	2"
<b>TOTALS:</b>					483 PPL	96.6'
<b>TOTAL EGRESS PROVIDED:</b>						180'

NOTES:  
1. SCHEDULE COMPLIES WITH FBC 2017 6TH EDITION TABLE 1004.1.2  
2. REQUIRED EGRESS WIDTH IN INCHES FOR STAIRWAYS PROVIDEDS: 3" PER OCCUPANT AS PER FBC 2017 6TH EDITION, 1005.3.1  
3. REQUIRED EGRESS WIDTH IN INCHES FOR OTHER EGRESS COMPONENTS PROVIDEDS: 2" PER OCCUPANT AS PER FBC 2017 6TH EDITION 1005.3.2  
4. ANY DOOR IN A REQUIRED MEANS OF EGRESS FROM AN AREA HAVING AN OCCUPANT LOAD OF 100 OR MORE PERSONS SHALL BE PERMITTED TO BE PROVIDED WITH A LATCH OR LOCK ONLY IF THE LATCH OR LOCK IS PANIC HARDWARE OR FIRE EXIT HARDWARE AS PER NFPA 101.12.2.2.3





- PLAN NOTES:**
1. ALL MATERIALS CALLED OUT WITHIN THESE PLANS CAN BE SUBSTITUTED WITH AN APPROVED EQUAL.
  2. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUCTED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.
  3. ARCHITECT SHALL BE NOTIFIED, HELD HARMLESS FOR ANY HURT, LOSS, OR DAMAGE DUE TO ANY AND ALL OWNER FINISH SELECTIONS.
  4. SUBMIT CASEWORK, DOOR/HARDWARE SHOP DRAWINGS FOR OWNER/ARCHITECT APPROVAL.
  5. CONFIRM ALL HORIZONTAL DIMENSIONS BY PLANS AND IN FIELD PRIOR TO FABRICATION/CONSTRUCTION.
  6. ALL INTERIOR AND EXTERIOR FINISHES AS SELECTED BY OWNER.
  7. ALL ELECTRICAL FIXTURES/EQUIPMENT, PLUMBING FIXTURES/EQUIPMENT AND HVAC EQUIPMENT AS SELECTED & APPROVED BY OWNER/ARCHITECT.
  8. 1/8" PER FOOT SLOPE TO FLOOR DRAINS TYPICAL.
  9. 3/8" FIRM ON ALL WINDOWS TYPICAL.
  10. REFER TO ADD FOR FLOOR FINISH SCHEDULE.
- DIMENSION NOTE:**
1. DO NOT SCALE DRAWINGS.
- ADA NOTE:**
1. SEE INTERIOR ELEVATIONS AND ADA PLAN FOR ALL ADA INFORMATION.

AREA TABULATION	
AREA NAME	SQUARE FT.
FIRST FINISH FLOOR	
FIRST FLOOR A/C	10,044 SF
COVERED DROP AREA	272 SF
<b>TOTAL SQUARE FOOTAGE</b>	<b>10,316 SF</b>



THIS DOCUMENT AND/OR THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESSEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY, ARE RESERVED. THE REPRODUCTIONS, COPYING OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESSEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

SEAN W. & S.A.  
1611 20th  
JAMES K. CARROLL, P.A.  
LICENSE # 140143

**Boys & Girls Clubs of Central Florida**  
309 S. West Crown Point Road  
Winter Garden, Florida

**SHEET INFORMATION**

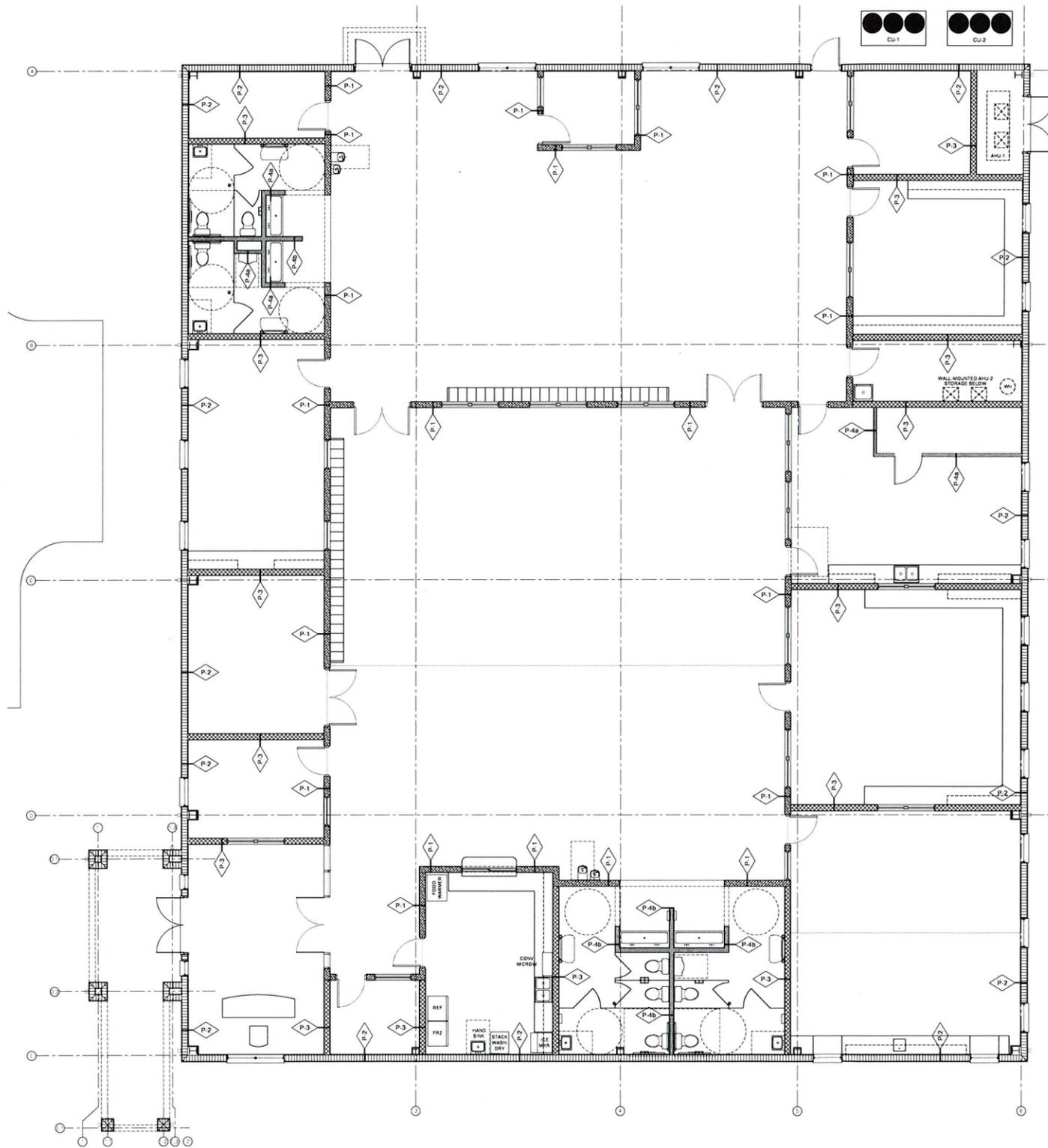
DATE	08/22/2015
DRAWN BY	AS
PROJECT NO.	14031
REVIEWED BY	AS

**Plan Revisions Date:**

1	
2	
3	
4	
5	
6	
7	
8	

Sheet Name  
**FLOOR PLAN**

Sheet No.  
**A100**



LEGEND	
xx	Door See A800
xx	Window See A800
◊	Wall Types See A102

WALL TYPES LEGEND	
[Hatched Pattern]	Exterior CMU Wall 14'-0" HGT
[Hatched Pattern]	Interior CMU Wall 12'-0" HGT
[Hatched Pattern]	Interior CMU Wall 10'-0" HGT
[Hatched Pattern]	2 x Interior Frame

**PLAN NOTES:**

1. ALL MATERIALS CALLED OUT WITHIN THESE PLANS CAN BE SUBSTITUTED WITH AN APPROVED EQUAL.
2. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUCTED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.
3. ARCHITECT SHALL BE INDEMNIFIED, HELD HARMLESS FOR ANY HURT, LOSS, OR DAMAGE DUE TO ANY AND ALL OWNER FINISH SELECTIONS.
4. SUBMIT CASEWORK, DOOR/HARDWARE SHOP DRAWINGS FOR OWNER/ARCHITECT APPROVAL.
5. CONFIRM ALL HORIZONTAL DIMENSIONS W/ PLANS AND IN FIELD PRIOR TO FABRICATION/CONSTRUCTION.
6. ALL INTERIOR AND EXTERIOR FINISHES AS SELECTED BY OWNER.
7. ALL ELECTRICAL FIXTURE/EQUIPMENT, PLUMBING FIXTURE/EQUIPMENT AND HVAC EQUIPMENT AS SELECTED & APPROVED BY OWNER/ARCHITECT.
8. 1/8" PER FOOT SLOPE TO FLOOR DRAINS - TYPICAL.
9. 3M FILM ON ALL WINDOWS - TYPICAL.
10. REFER TO A700 FOR FLOOR FINISH SCHEDULE.

**Keesee Associates**  
 ARCHITECTURE | DESIGN | PLANNING  
 1915 South Orange Avenue, Suite 200  
 Orlando, Florida 32801  
 Phone: (407) 291-7798  
 Fax: (407) 291-7799  
 www.keesee.com

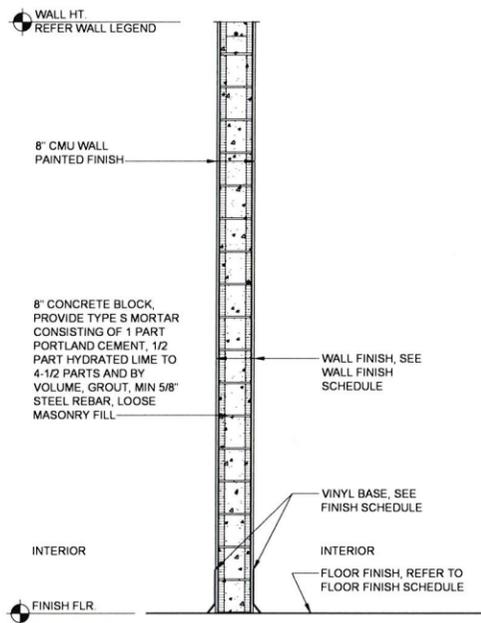
THIS DOCUMENT AND/OR THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESSEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY, ARE RESERVED. THE REPRODUCTION, COPYING, OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESSEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

DESIGNED BY: JAMES K. MARTIN, P.E.  
 LICENSE # 14014-D

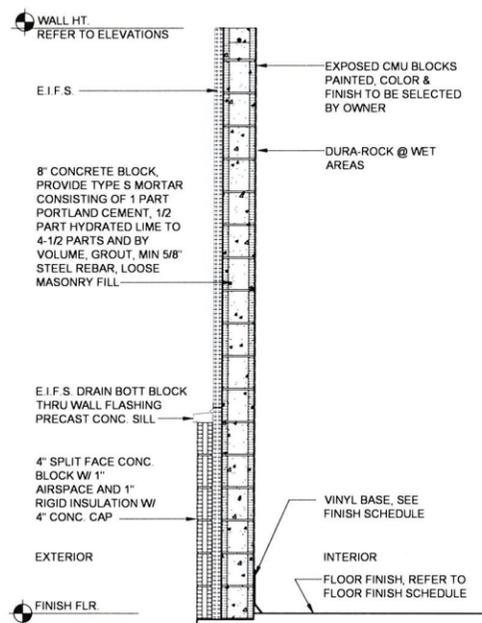
**Boys & Girls Clubs of Central Florida**  
 309 S. West Crown Point Road  
 Winter Garden, Florida

SHEET INFORMATION	
DATE	08/22/2018
DRAWN BY	AS
PROJECT NO.	14-031
REVIEWED BY	JC
Plan Revisions Date:	
1	
2	
3	
4	
5	
6	
7	

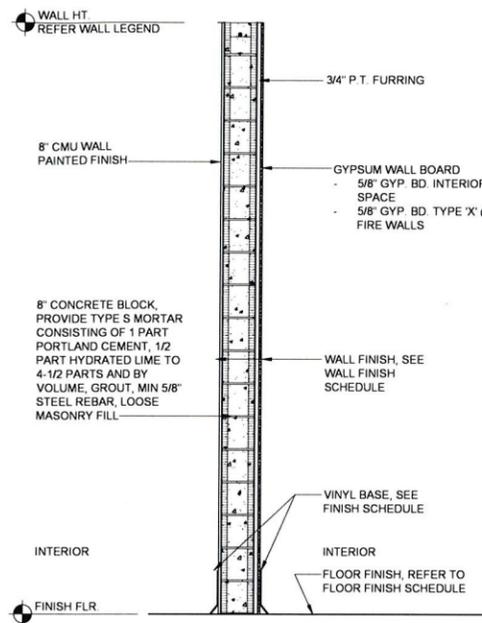
**WALL TYPES FLOOR PLAN**  
 Sheet No: **A101**



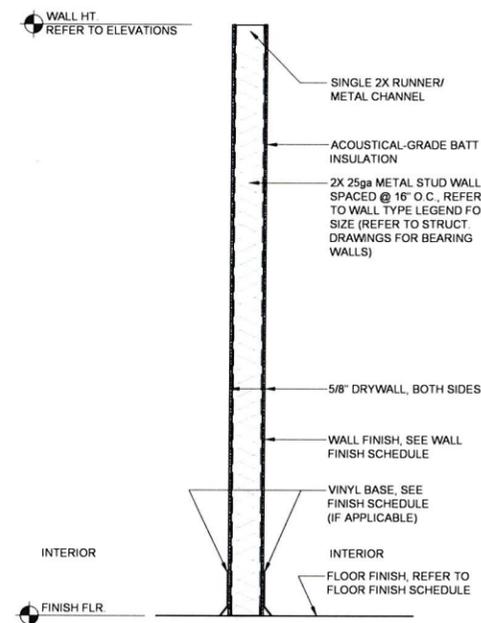
**PARTITION TYPE: P-1**  
SCALE: 3/4" = 1'-0"  
INTERIOR CMU WALL



**PARTITION TYPE: P-2**  
SCALE: 3/4" = 1'-0"  
EXTERIOR CMU WALL



**PARTITION TYPE: P-3**  
SCALE: 3/4" = 1'-0"  
INTERIOR CMU WALL



**PARTITION TYPE: P-4**  
SCALE: 3/4" = 1'-0"  
INTERIOR FRAME WALL

\*\*ALL MATERIALS CALLED OUT WITHIN THESE PLANS CAN BE SUBSTITUTED WITH AN APPROVED EQUAL\*\*

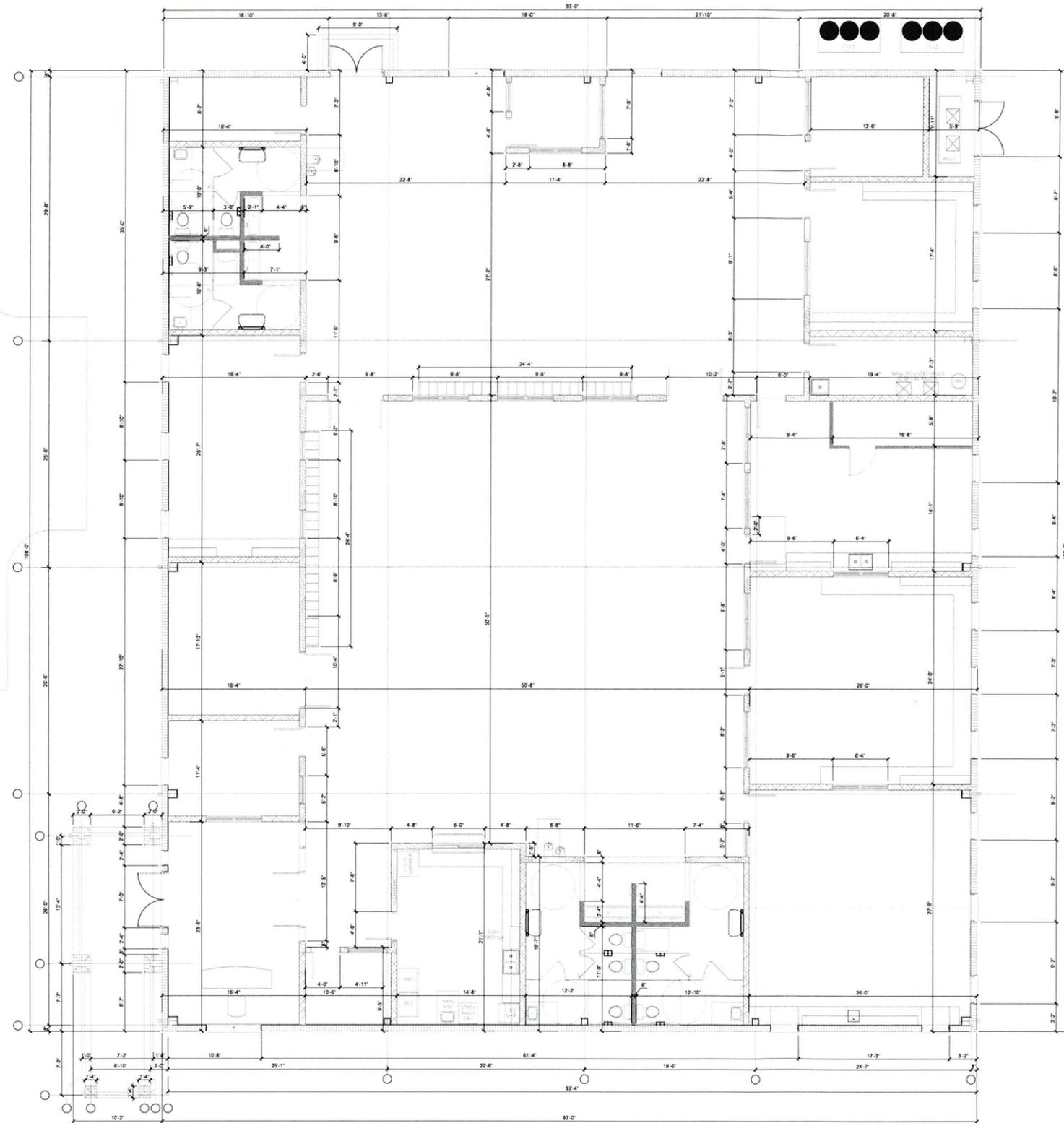
THIS DOCUMENT AND/OR THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESSEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OR INTELLECTUAL PROPERTY, ARE RESERVED. THE REPRODUCTIONS, COPYING OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESSEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

SCHEMATIC & I.D.  
DATE: 08/22/2019  
JAMES A. CARROLL, P.E.  
LICENSE # 100000000

**Boys & Girls Clubs of Central Florida**  
309 S. West Crown Point Road  
Winter Garden, Florida

SHEET INFORMATION	
DATE:	08/22/2019
DRAWN BY:	AS
PROJECT NO.:	16201
DESIGNED BY:	AG
Plan Revisions Date:	
1	
2	
3	
4	
5	
6	
7	
8	

Sheet Name:  
**WALL TYPES DETAILS**  
Sheet No:  
**A102**



LEGEND	
(Symbol: Door with 1/47.0)	Door See 1/47.0
(Symbol: Window with 2/47.5.0)	Window See 2/47.5.0
(Symbol: Diamond with W)	Wall Types

WALL TYPES LEGEND	
(Symbol: Dotted pattern)	Exterior CMU Wall 14'-0" HGT
(Symbol: Horizontal lines)	Interior CMU Wall 12'-0" HGT
(Symbol: Diagonal lines)	Interior CMU Wall 10'-0" HGT
(Symbol: Solid grey)	2 x 6 Interior Frame

**PLAN NOTES:**

1. ALL NEW INTERIOR WALLS ARE METAL STUD WITH DRYWALL OR TILE BACKER BOARD UNLESS NOTED OTHERWISE.
2. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUCTED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.
3. ARCHITECT SHALL BE INDEMNIFIED, HELD HARMLESS FOR ANY HURT, LOSS, OR DAMAGE DUE TO ANY AND ALL OWNER FINISH SELECTIONS.
4. SUBMIT CASEWORK, DOOR/HARDWARE SHOP DRAWINGS FOR OWNER/ARCHITECT APPROVAL.
5. CONFIRM ALL HORIZONTAL DIMENSIONS WITH PLANS AND IN FIELD PRIOR TO FABRICATION/CONSTRUCTION.
6. ALL INTERIOR AND EXTERIOR FINISHES AS SELECTED BY OWNER.
7. ALL ELECTRICAL FIXTURES/EQUIPMENT, PLUMBING FIXTURES/EQUIPMENT AND HVAC EQUIPMENT AS SELECTED & APPROVED BY OWNER/ARCHITECT.
8. 1/8" PER FOOT SLOPE TO FLOOR DRAINS-TYPICAL.
9. 3M FILM ON ALL WINDOWS-TYPICAL.

**DIMENSION NOTE:**

1. DO NOT SCALE DRAWINGS

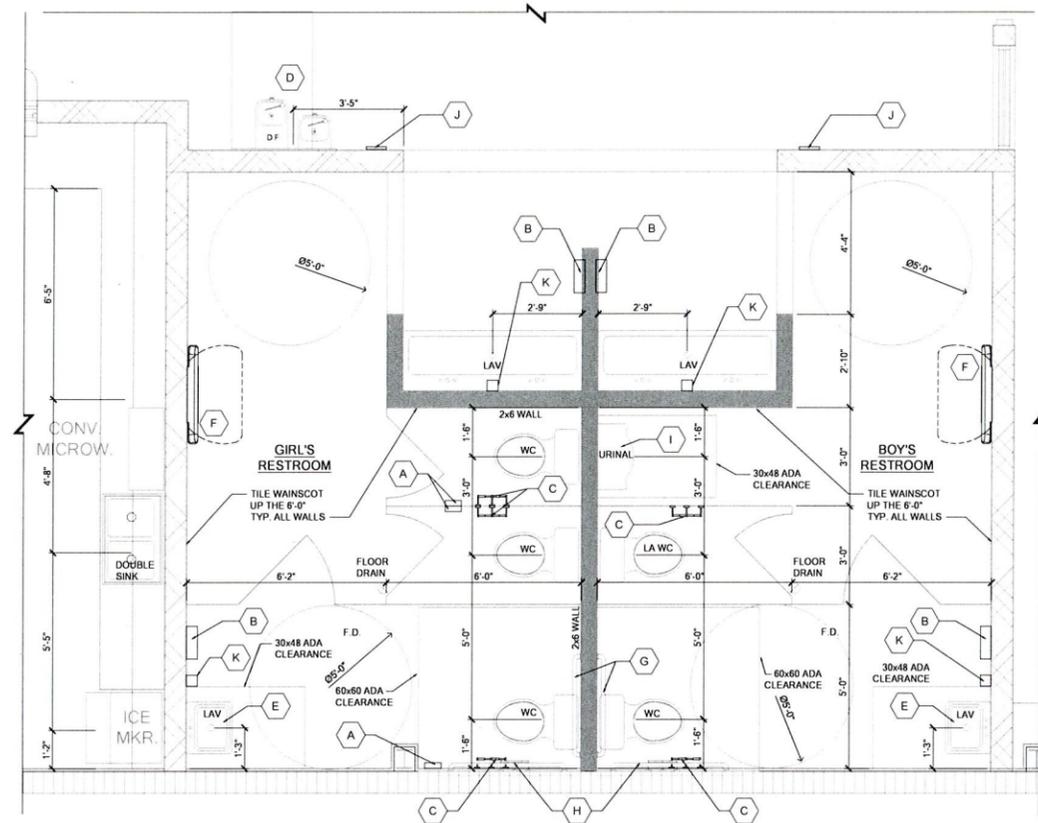
**ADA NOTE:**

1. SEE INTERIOR ELEVATIONS AND ADA PLAN FOR ALL ADA INFORMATION

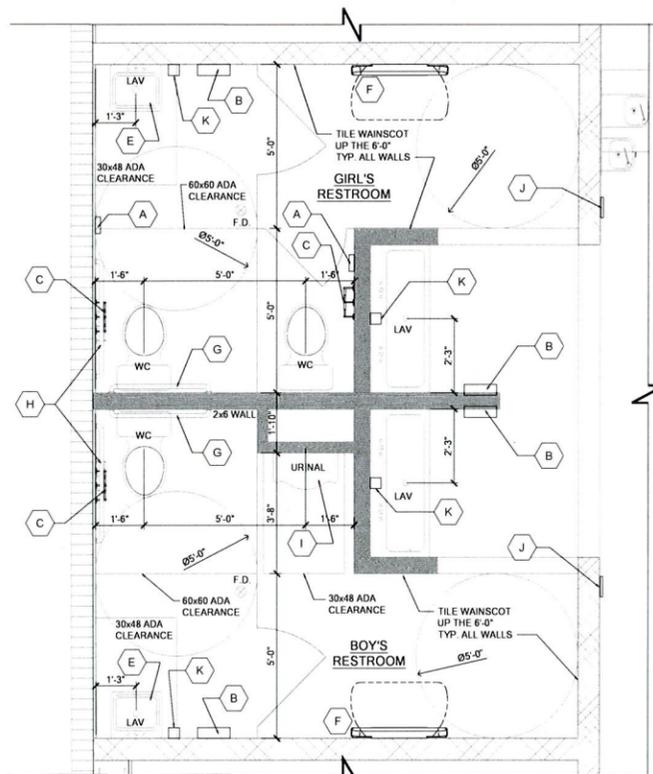
SHEET INFORMATION	
DATE	08/22/2018
DRAWN BY	AS
PROJECT NO.	14231
REVIEWED BY	AS
Plan Revisions Date:	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

**DIMENSION FLOOR PLAN**

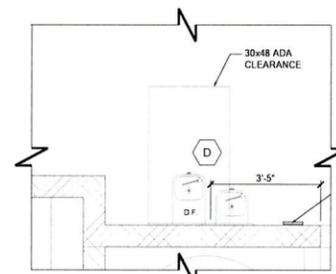
Sheet No: **A200**



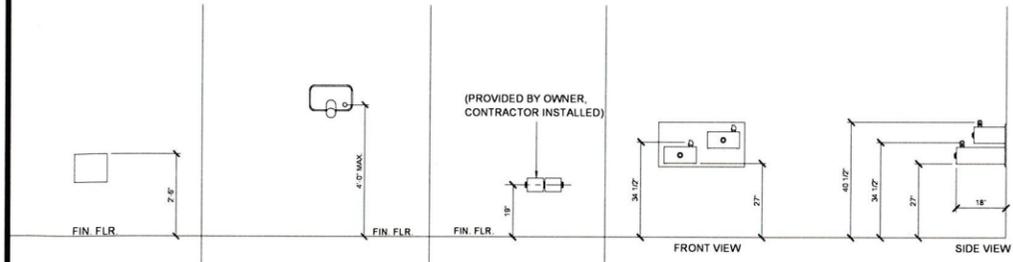
1 RESTROOM 118 & 119 PLAN  
A300 1/2" = 1'-0"



2 RESTROOM 106 & 107 PLAN  
A300 1/2" = 1'-0"



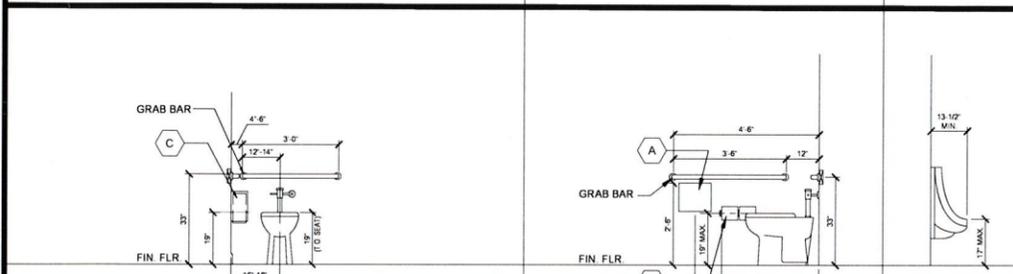
3 DRINKING FOUNTAIN  
A300 1/2" = 1'-0"



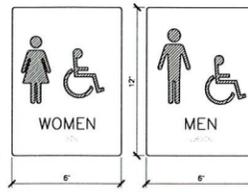
A SANITARY NAPKIN DISPOSAL B ELECTRIC HAND DRYER C TOILET PAPER HOLDER D DRINKING FOUNTAIN



E ADA LAV CLEARANCE F BABY STATIONS SIDE VIEW K SOAP DISPENSER



G GRAB BAR LOCATIONS FRONT VIEW H GRAB BAR LOCATIONS FRONT VIEW I URINAL



PROVIDED BY OWNER  
 \*\* PROVIDE (1) SIGN PER TOILET COMPLYING WITH ADA LOCAL CODE. SIGN TO HAVE RAISED AND BRAILLE CHARACTERS AND PICTORIAL SYMBOL OF ACCESSIBILITY MOUNT 5'-0" TO CENTERLINE A.F.F. & 9" FROM CENTERLINE OF SIGN TO EDGE OF DOOR (OPPOSITE HINGE)  
 \*\*\* TYPICAL INTERIOR ACCESS SIGNS  
 J HANDICAP SIGNAGE DETAIL

PROVIDED BY OWNER, CONTRACTOR INSTALLED:  
 - APPLIANCES: REFRIGERATOR, FREEZER, FOOD WARMER, STACK  
 - WASH/DRY, ICE MAKER, CONV. MICROWAVE  
 - FURNISHINGS  
 - GAMING EQUIPMENT  
 - PAPER DISPENSERS  
 - SOAP DISPENSERS  
 - SANITIZER DISPENSERS  
 \*\* ALL DATA AND PHONE REQUIRED ARE CAT6 \*\*

PROVIDED BY OWNER, CONTRACTOR COORDINATED, INSTALLED BY OTHERS:  
 INTRUSION SECURITY ALARM SYSTEM  
 VIDEO SURVEILLANCE SYSTEM  
 PHONE SYSTEM, EQUIPMENT AND TERMINATIONS

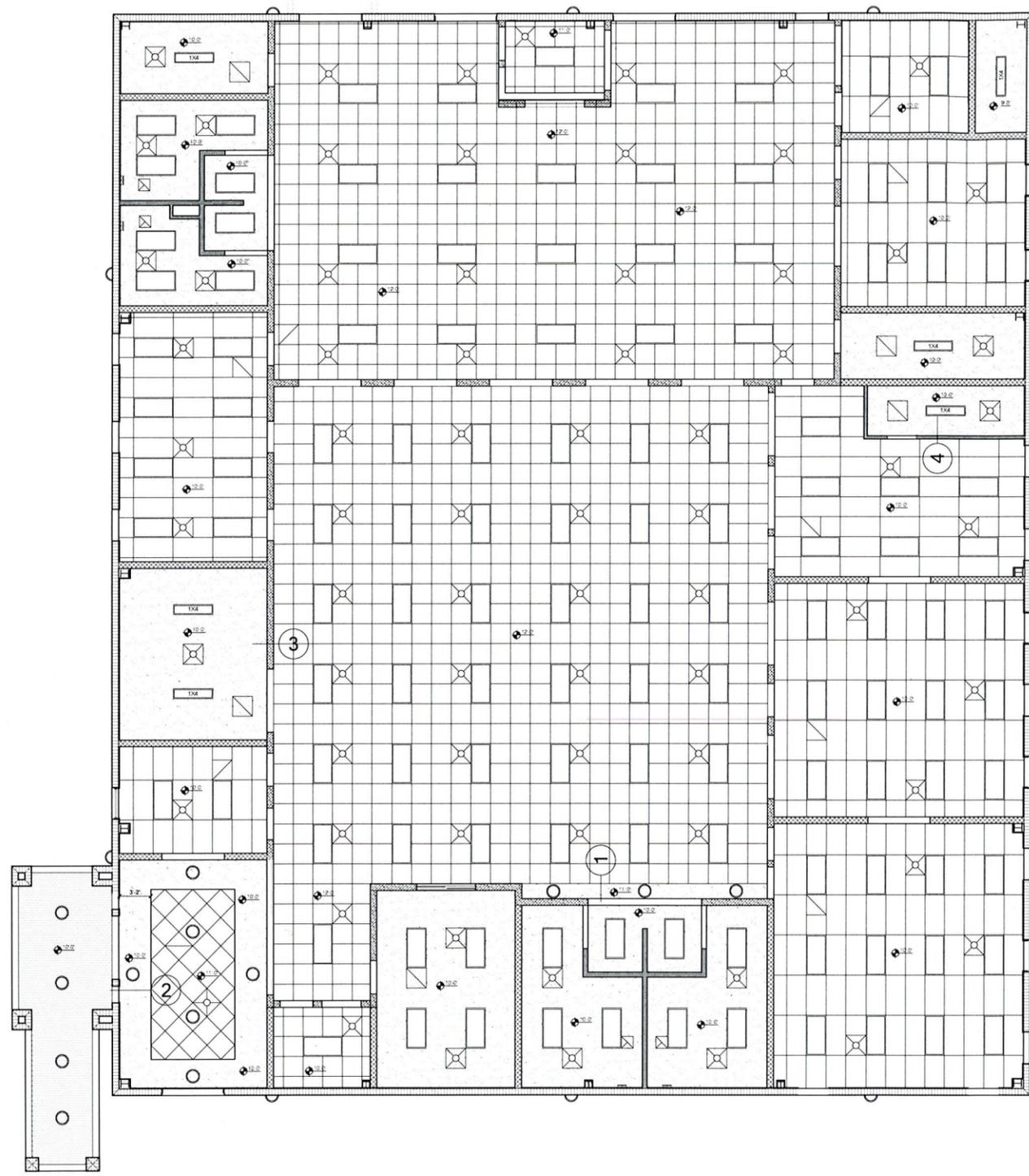
THIS DOCUMENT AND/OR THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESSEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY ARE RESERVED. THE REPRODUCTIONS, COPYING OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESSEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

DATE: 08/22/2019  
 DRAWN BY: JCS  
 PROJECT NO: 14241  
 REVIEWED BY: JCS

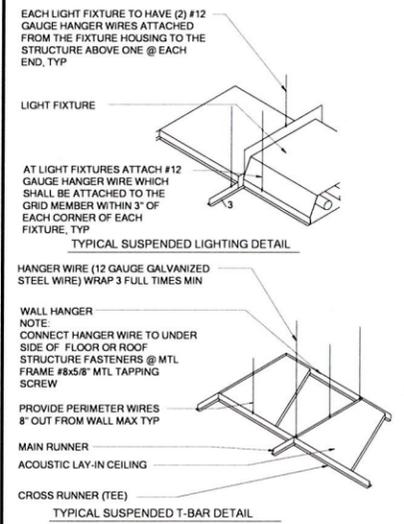
Boys & Girls Clubs  
 of Central Florida  
 309 S. West Crown Point Road  
 Winter Garden, Florida

Plan Revisions Date:

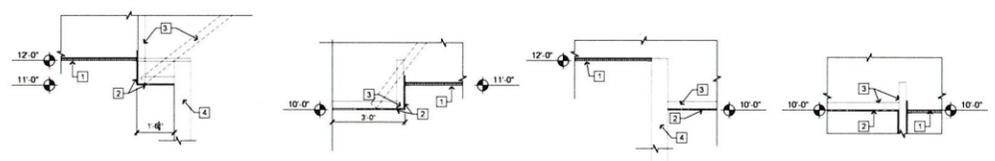
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	



LEGEND		
SYMBOL	DISTRIBUTION	NOTES
[Symbol]	GYP. BD. CEILING	
[Symbol]	ALUM. SOFFIT	
[Symbol]	24 x 48 ACOUSTICAL CEILING TILES CORTEGA, MINERAL FIBER, PK16 By ARMSTRONG.	SEE TYPICAL SUSPEND GRID DETAIL
[Symbol]	24 x 24 ACOUSTICAL CEILING TILES USG Z210 RADAR SQUARE EDGE.	SEE TYPICAL SUSPEND GRID DETAIL
[Symbol]	4'-0" LED FIXTURE (NET ZERO)	REF. ELECTRICAL DRAWINGS
[Symbol]	2'-0" LED FIXTURE	REF. ELECTRICAL DRAWINGS
[Symbol]	EMERGENCY LIGHT	REF. ELECTRICAL DRAWINGS
[Symbol]	EMERGENCY EXIT SIGN	REF. ELECTRICAL DRAWINGS
[Symbol]	HVAC GRILL	REF. MECHANICAL DRAWINGS
[Symbol]	RETURN-AIR GRILL	REF. MECHANICAL DRAWINGS
[Symbol]	EXHAUST FAN	REF. MECHANICAL DRAWINGS
[Symbol]	RECESSED LIGHT	REF. ELECTRICAL DRAWINGS
[Symbol]	EXTERIOR WALL MTD. LIGHT	REF. ELECTRICAL DRAWINGS



- R.C.P. NOTES
- REFER TO ELECTRICAL DRAWINGS FOR FINAL LIGHTING LAYOUT AND FIXTURE INFORMATION
  - REFER TO MECHANICAL DRAWINGS FOR MECHANICAL INFORMATION
  - ALL DETAILS AND SECTIONS SHOWN ON THE DRAWING ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUCTED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.
  - ALL ELECTRICAL FIXTURES/ EQUIPMENT BY INTERIOR DESIGNER, OWNER FURNISHED, CONTRACTOR INSTALLED.



1 CEILING DETAIL SCALE 3/8" = 1'-0"  
 2 CEILING DETAIL SCALE 3/8" = 1'-0"  
 3 CEILING DETAIL SCALE 3/8" = 1'-0"  
 4 CEILING DETAIL SCALE 3/8" = 1'-0"

LEGEND	
[1]	ACOUSTICAL TILE CEILING W/ LAY-IN GRID SYSTEM
[2]	GYP. BOARD CEILING AND SOFFITS
[3]	3" METAL STUDS FRAMING BRACED UP TO STRUCTURAL SYSTEM
[4]	CMU

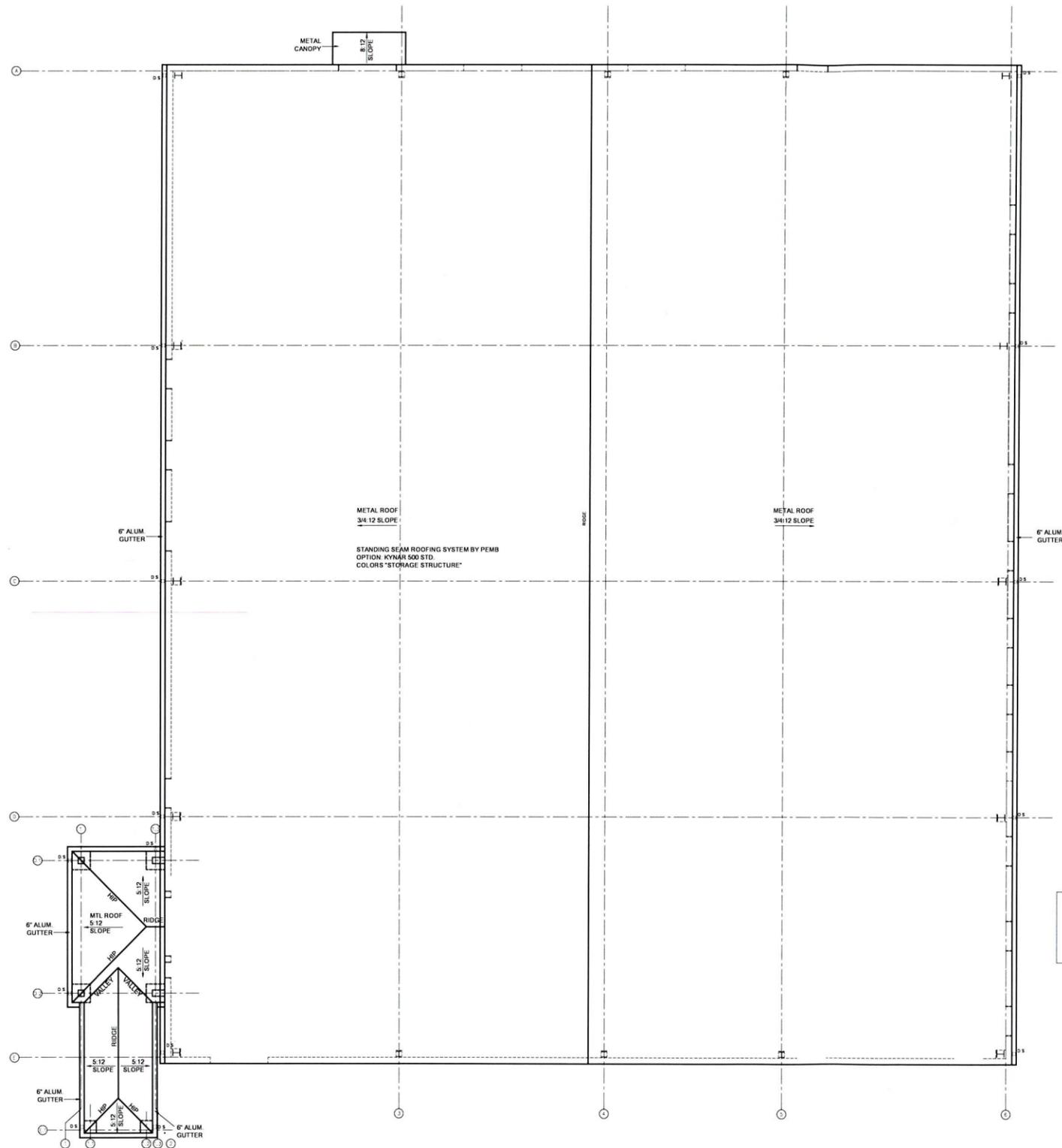
THIS DOCUMENT AND/OR THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY ARE RESERVED. THE REPRODUCTION, COPYING, OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

REGISTERED PROFESSIONAL ARCHITECT  
 STATE OF FLORIDA  
 LICENSE # 100000000

**Boys & Girls Clubs of Central Florida**  
 309 S. West Crown Point Road  
 Winter Garden, Florida

SHEET INFORMATION	
DATE	08/22/2019
DRAWN BY	AG
PROJECT NO.	14231
REVIEWED BY	AG
Plan Revisions Date:	
1	
2	
3	
4	

**REFLECTED CEILING PLAN**  
 A400



**ROOFING NOTES**

1. GENERAL CONTRACTOR TO COORDINATE INSTALLATION OF ROOFING WITH OTHER TRADES AND REPORT ANY CONFLICTS TO COUNTY REP.
2. ALL PLUMBING VENTS SHALL EXTEND ABOVE THE FINISHED SURFACE OF THE ROOF SYSTEM AS REQUIRED TO PROVIDE FOR A MINIMUM OF 6" BASE FLASHING.
3. ALL EXPOSED METAL FLASHING TRIM PIECES TO BE PRE FINISHED IN GA STL UNLESS NOTED OTHERWISE.

**ROOF PLAN**  
SCALE: 3/16" = 1'-0"



THIS DOCUMENT AND/OR THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESSEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY ARE RESERVED. THE REPRODUCTIONS, COPIES OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESSEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

SPONSOR: B.S.A.  
BY: JAMES A. CARROLL, P.E.  
LICENSE # 100000000

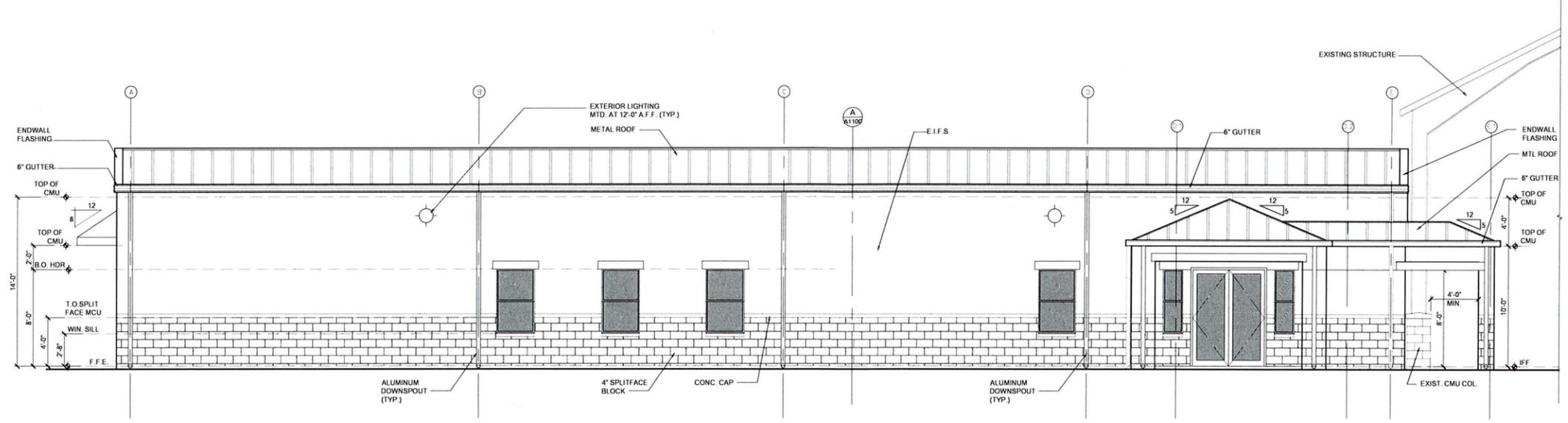
**Boys & Girls Clubs  
of Central Florida**  
309 S. West Crown Point Road  
Winter Garden, Florida

SHEET INFORMATION	
DATE	08 / 22 / 2019
DRAWN BY	AC
PROJECT NO.	19031
DESIGNED BY	AC
Plan Revisions Date:	
1	
2	
3	
4	
5	
6	
7	
8	

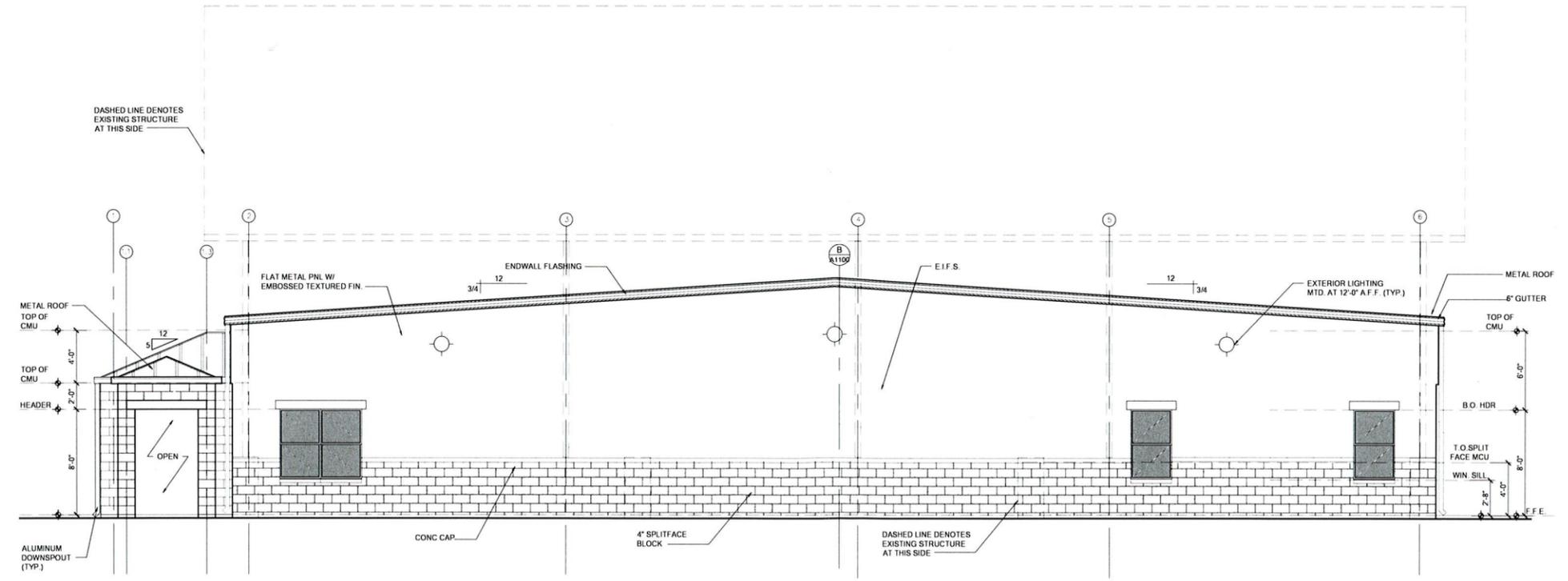
**ROOF PLAN**  
Sheet No: **A500**

THIS DOCUMENT AND/OR THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESSEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY ARE RESERVED. THE REPRODUCTIONS, COPYING OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESSEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

SCALE: 1/4" = 1'-0"



**1. WEST ELEVATION**  
SCALE: 1/4" = 1'-0"



**2. SOUTH ELEVATION**  
SCALE: 1/4" = 1'-0"

**Boys & Girls Clubs  
of Central Florida**  
309 S. West Crown Point Road  
Winter Garden, Florida

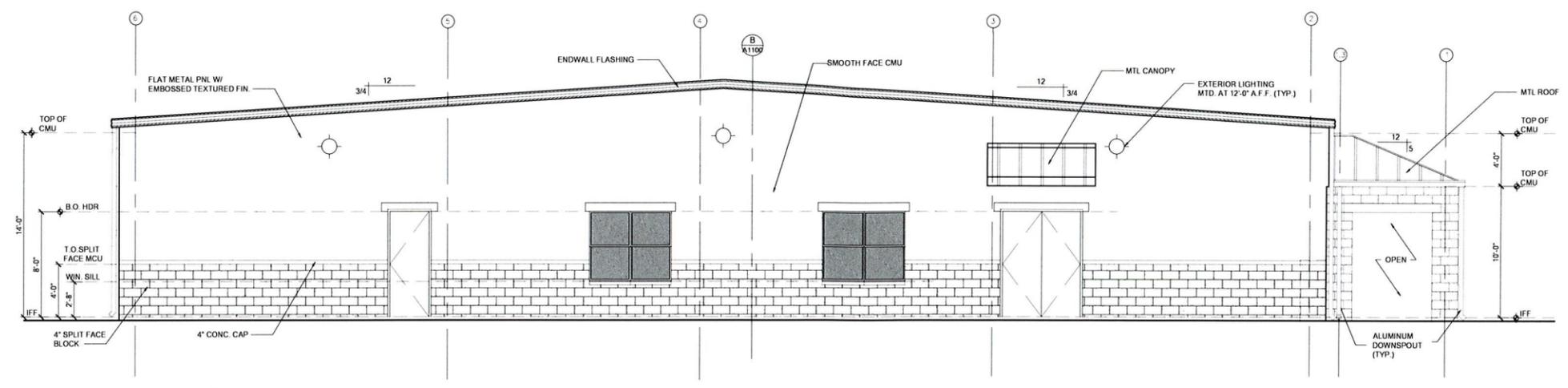
SHEET INFORMATION	
DATE	08/22/2019
DESIGNER	AS
PROJECT NO.	1621
REVISIONS	AS
Plan Revisions Date:	
1	
2	
3	
4	
5	
6	
7	

**EXTERIOR ELEVATIONS**

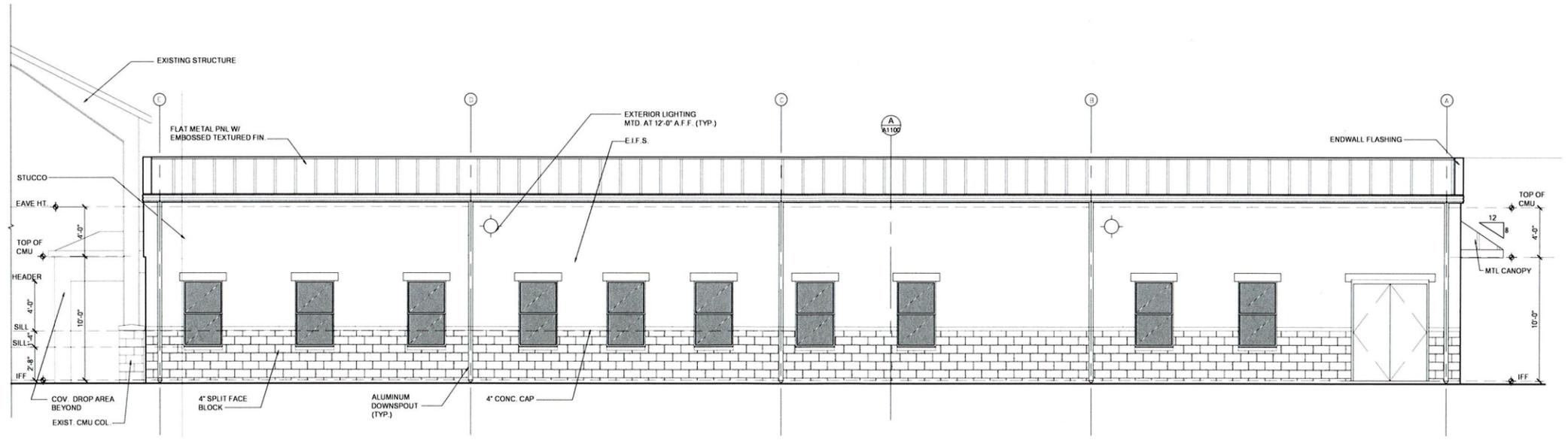
Sheet No: **A600**

THIS DOCUMENT AND/OR THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY, ARE RESERVED. THE REPRODUCTIONS, COPYING, OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

SCAWARE & S/A  
18101 181A  
JAMES A. CARTER, P.E.  
LICENSE # 140000000000000000



**3. NORTH ELEVATION**  
SCALE: 1/4" = 1'-0"



**4. EAST ELEVATION**  
SCALE: 1/4" = 1'-0"

**Boys & Girls Clubs  
of Central Florida**  
309 S. West Crown Point Road  
Winter Garden, Florida

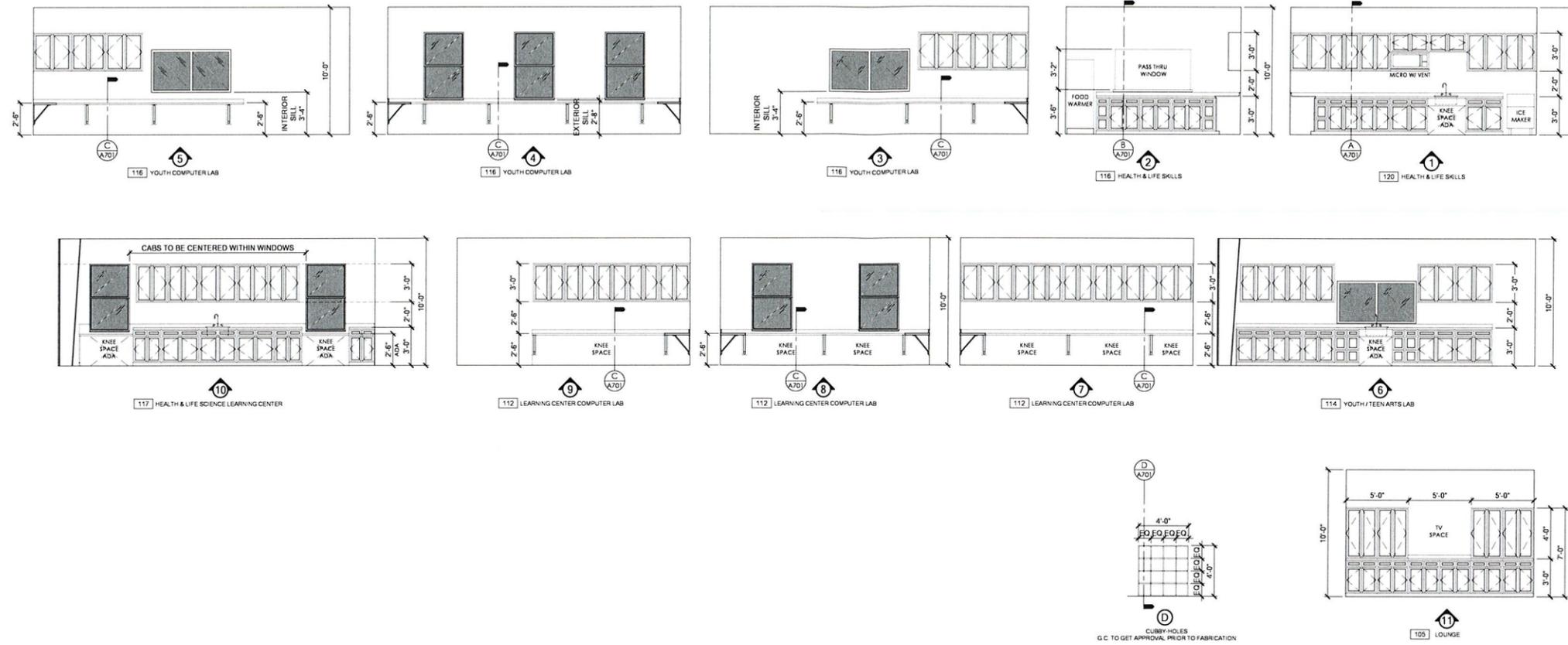
SHEET INFORMATION	
DATE	08/22/2019
DRAWN BY	AS
PROJECT NO.	16201
REVIEWED BY	AS

Plan Revisions Date:	
1	
2	
3	
4	
5	
6	
7	
8	

Sheet Name:

**EXTERIOR ELEVATIONS**

Sheet No. **A601**



**INTERIOR ELEVATIONS**  
SCALE: 1/4" = 1'-0"

ROOM FINISH SCHEDULE				NOTE: ALL FINISHES ARE CLASS "B" MIN. FOR FLAME SPREAD			
ROOM NO.	ROOM DESCRIPTION	F.L.R.	BASE	WALL FINISH	C.L.G.	C.L.G. HT.	REMARKS
100	COVERED DROP AREA		CONC.		ALUM.	10'-0"	
101	LOBBY		VINY.	PANDED DRYWALL/CU	GWBNCT	10'-0 1/2"	
102	MULTI-PURPOSE		OPFLVT	PANDED OCU	ACT	12'-0"	
103	SERVICE DIRECTOR		CPT	VINY.	PANDED DRYWALL/CU	ACT	12'-0"
104	STORAGE		SC	VINY.	PANDED DRYWALL/CU	GWB	12'-0"
105	LOUNGE		CPT	VINY.	PANDED DRYWALL/CU	ACT	12'-0"
106	BOYS RESTROOM		CT	CT	TILE WANSKOT TO 6'-0" / PANDED DRYWALL ABV	GWB	12'-0"
107	GIRLS RESTROOM		CT	CT	TILE WANSKOT TO 6'-0" / PANDED DRYWALL ABV	GWB	12'-0"
108	ELECTRICAL ROOM		SC	VINY.	PANDED DRYWALL/CU	GWB	12'-0"
109	TEEN GAME ROOM		CPT	VINY.	PANDED DRYWALL/CU	GWBNCT	11'-0 1/2"
110	MUSIC STUDIO		CPT	VINY.	PANDED DRYWALL	ACT	12'-0"
111	AC		CONC.	VINY.	PANDED OCU	GWB	9'-0"
112	LEARNING CENTER COMPUTER LAB		CPT	VINY.	PANDED DRYWALL/CU	ACT	12'-0"
113	STORAGE		SC	VINY.	PANDED DRYWALL/CU	GWB	12'-0"
114	YOUTH/TEEN ARTS LAB		VT	VINY.	PANDED DRYWALL/CU	ACT	12'-0"
115	STORAGE		SC	VINY.	PANDED DRYWALL/CU	ACT	12'-0"
116	YOUTH COMPUTER LAB		CPT	VINY.	PANDED DRYWALL/CU	ACT	12'-0"
117	HEALTH & LIFE SCIENCE LEARNING CENTER		VT	VINY.	PANDED DRYWALL/CU	ACT	12'-0"
118	BOYS RESTROOM		CT	CT	TILE WANSKOT TO 6'-0" / PANDED DRYWALL ABV	GWB	12'-0"
119	GIRLS RESTROOM		CT	CT	TILE WANSKOT TO 6'-0" / PANDED DRYWALL ABV	GWB	12'-0"
120	HEALTH & LIFE SKILLS		LVT	VINY.	TILE WANSKOT TO 6'-0" / PANDED DRYWALL ABV	GWB	12'-0"
121	STAFF AREA		LVT	VINY.	PANDED DRYWALL/CU	ACT	12'-0"
122	PROGRAM DIRECTOR		CPT	VINY.	PANDED DRYWALL/CU	ACT	12'-0"

GENERAL NOTE:  
1. ORANGE COUNTY STANDARD REQUIRED - COLOR & MATERIAL FINISH  
2. SHERWIN WILLIAMS PAINT - TO BE SELECTED BY AND COORDINATED WITH OWNER

**Boys & Girls Clubs  
of Central Florida**  
309 S. West Crown Point Road  
Winter Garden, Florida

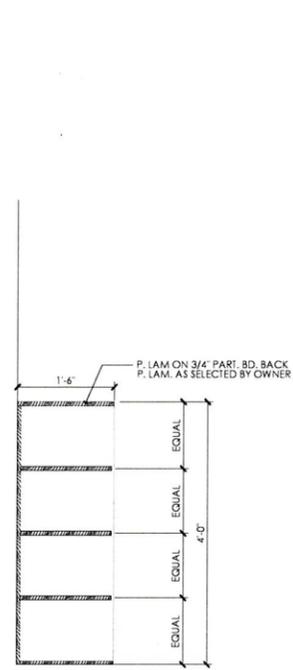
**Keeseee Associates**  
ARCHITECTURE | DESIGN | PLANNING  
1945 South Orange Avenue, Ste. 108  
Aurora, FL 32811  
Tel: 407.251.7271  
Fax: 407.251.7272  
www.keeseee.com

THIS DOCUMENT AND THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY ARE RESERVED. THE REPRODUCTION, COPYING, OR USE OF THIS DOCUMENT AND THE DESIGN CONCEPTS WITHOUT THE WRITTEN CONSENT OF KEESEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

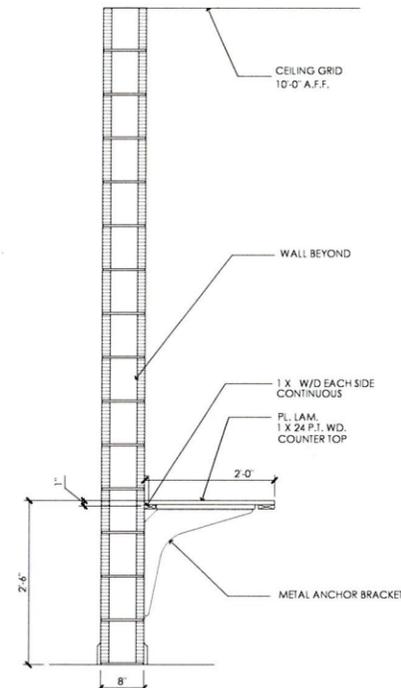
SENDER & SEAL  
DATE: 08/22/2019  
PROJECT NO: A700  
REVIEWED BY: JG

Project Name: A700  
Sheet Name: INTERIOR ELEVATIONS & FINISH SCHEDULE  
Sheet No: A700

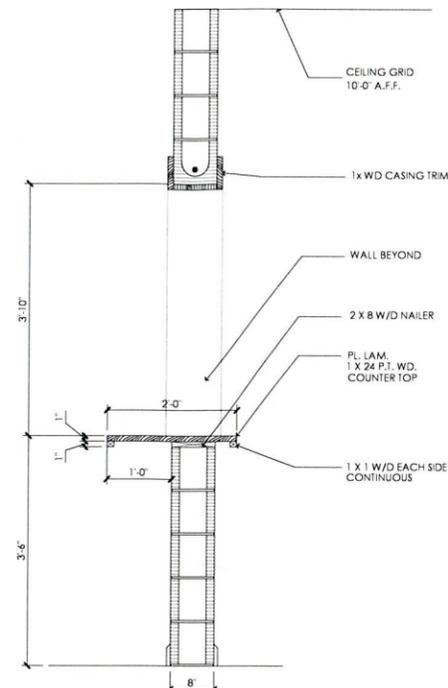
**INTERIOR ELEVATIONS & FINISH SCHEDULE**  
A700



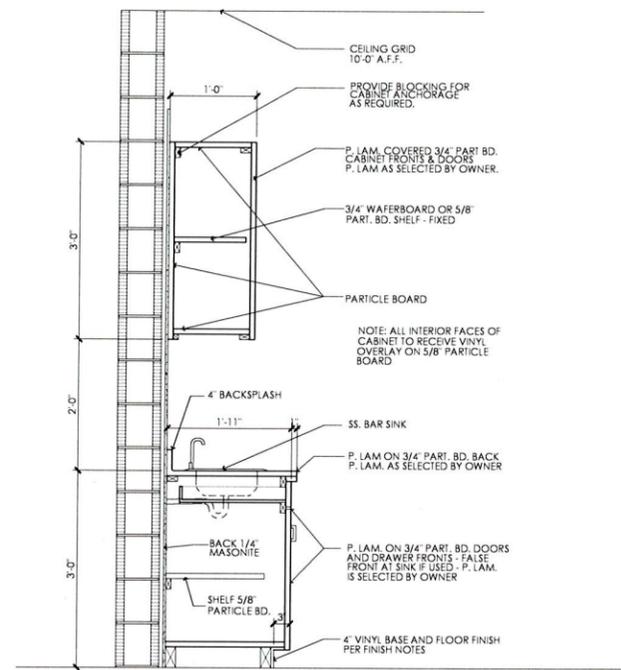
**D**  
SECTION AT  
CUBBY-HOLES  
SCALE: 1" = 1'-0"



**C**  
SECTION AT  
COUNTER TOP  
SCALE: 1" = 1'-0"



**B**  
SECTION AT  
COUNTER TOP  
SCALE: 1" = 1'-0"



**A**  
CABINET SECTION  
SCALE: 1" = 1'-0"

**INTERIOR ELEVATIONS**  
SCALE: 1/4" = 1'-0"

ROOM No	ROOM DESCRIPTION	FLR	BASE	WALL FINISH	CLG	CLG HT	REMARKS
100	COVERED DROP AREA	CONC			ALUM	12'-0"	
121	LOBBY	LVT	VINYL	PAINTED DRYWALL/CMU	GW/BACT	10'-0" / 11'-0"	
122	MULTI-PURPOSE	CPT/LVT	VINYL	PAINTED CMU	ACT	12'-0"	
123	SERVICE DIRECTOR	CPT	VINYL	PAINTED DRYWALL/CMU	ACT	12'-0"	
124	STORAGE	SC	VINYL	PAINTED DRYWALL/CMU	GW/B	12'-0"	
125	LOUNGE	CPT	VINYL	PAINTED DRYWALL/CMU	ACT	12'-0"	
126	BOYS RESTROOM	CT	CT	TILE W/ANSICOT TO 6'-0" PAINTED DRYWALL ABV	GW/B	12'-0"	
127	GRLS RESTROOM	CT	CT	TILE W/ANSICOT TO 6'-0" PAINTED DRYWALL ABV	GW/B	12'-0"	
128	ELECT 111 ROOM	SC	VINYL	PAINTED DRYWALL/CMU	GW/B	12'-0"	
129	TEEN GAME ROOM	CPT	VINYL	PAINTED DRYWALL/CMU	GW/BACT	11'-0" / 12'-0"	
130	MUSIC STUDIO	CPT	VINYL	PAINTED DRYWALL	ACT	12'-0"	
131	A/C	CONC	VINYL	PAINTED CMU	GW/B	9'-0"	
132	LEARNING CENTER COMPUTER LAB	CPT	VINYL	PAINTED DRYWALL/CMU	ACT	12'-0"	
133	STORAGE	SC	VINYL	PAINTED DRYWALL/CMU	GW/B	12'-0"	
134	YOUTH / TEEN ARTS LAB	VLT	VINYL	PAINTED DRYWALL/CMU	ACT	12'-0"	
135	STORAGE	SC	VINYL	PAINTED DRYWALL/CMU	ACT	12'-0"	
136	YOUTH COMPUTER LAB	CPT	VINYL	PAINTED DRYWALL/CMU	ACT	12'-0"	
137	HEALTH & LIFE SCIENCE LRNG CENTER	CPT/LVT	VINYL	PAINTED DRYWALL/CMU	ACT	12'-0"	
138	BOYS RESTROOM	CT	CT	TILE W/ANSICOT TO 6'-0" PAINTED DRYWALL ABV	GW/B	12'-0"	
139	GRLS RESTROOM	CT	CT	TILE W/ANSICOT TO 6'-0" PAINTED DRYWALL ABV	GW/B	12'-0"	
120	HEALTH LIFE SKILLS	LVT	VINYL	TILE W/ANSICOT TO 6'-0" PAINTED DRYWALL ABV	GW/B	12'-0"	
121	STAFF AREA	LVT	VINYL	PAINTED DRYWALL/CMU	ACT	12'-0"	
122	PROGRAM DIRECTOR	CPT	VINYL	PAINTED DRYWALL/CMU	ACT	12'-0"	

GENERAL NOTE:  
1. ORANGE COUNTY STANDARD REQUIRED. COLOR / MATERIAL / FINISH  
2. SHERWIN-WILLIAMS PAINT - TO BE SELECTED BY AND COORDINATED WITH OWNER

THIS DOCUMENT AND/OR THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESSEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY ARE RESERVED. THE REPRODUCTION, COPIING OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESSEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

**Boys & Girls Clubs of Central Florida**  
309 S. West Crown Point Road  
Winter Garden, Florida

SHEET INFORMATION

DATE	08 / 22 / 2019
DESIGN BY	AS
PROJECT NO.	18031
REVISED BY	AS

Plan Revisions Date:

1
2
3
4
5
6
7
8

MARK #	DOOR TYPE	FRAME TYPE	BUILDERS HW GROUP	DOOR SIZE	DETAILS			RATING	FIRE-RTD	REMARKS SEE LEGEND
					HEAD	JAMB	SILL			
101	D1	MTL	1-ED	(2) 3'-0" x 8'-0"	H1	J1	S1	-	-	ELECTRONIC LOCK CONTROL FROM FRONT DESK
101A	D1	ALUM	1-ED	(2) 3'-0" x 8'-0"	H1	J1	S1	-	-	
103	D2	WOOD	1-LS	3'-0" x 6'-8"	H2	J2	-	-	-	
104	PR-D2	WOOD	1-LS	DBL 3'-0" x 6'-8"	H2	J2	-	-	-	
105	D2	WOOD	1-PS	3'-0" x 6'-8"	H2	J2	-	-	-	
106	D3	WOOD	1-LS	3'-0" x 6'-8"	H2	J2	-	-	-	
109	PR-D2	WOOD	1-PS	DBL 3'-0" x 6'-8"	H2	J2	-	-	-	
109A	PR-D2	WOOD	1-PS	DBL 3'-0" x 6'-8"	H2	J2	-	-	-	
109B	D5	MTL	1-ED	DBL 3'-0" x 8'-0"	H1	J1	S1	-	-	
109C	D4	MTL	1-ED	3'-0" x 8'-0"	H1	J1	S1	-	-	
110	D2	WOOD	1-LS	3'-0" x 6'-8"	H2	J2	-	-	-	
111	D4	MTL	1-LS	DBL 3'-0" x 8'-0"	H1	J1	S1	-	-	
112	D2	WOOD	1-LS	3'-0" x 6'-8"	H2	J2	-	-	-	
113	D3	WOOD	1-LS	3'-0" x 6'-8"	H2	J2	S2	-	-	
114	D2	WOOD	1-LS	3'-0" x 6'-8"	H2	J2	-	-	-	
114A	D2	WOOD	1-LS	3'-0" x 6'-8"	H2	J2	-	-	-	
115	D3	WOOD	1-LS	3'-0" x 6'-8"	H5	J5	-	-	-	
116	D2	WOOD	1-LS	3'-0" x 6'-8"	H2	J2	-	-	-	
117	D2	WOOD	1-LS	3'-0" x 6'-8"	H2	J2	-	-	-	
120	D2	WOOD	1-LS	3'-0" x 6'-8"	H2	J2	-	-	-	
121	D2	WOOD	1-LS	3'-0" x 6'-8"	H2	J2	-	-	-	
122	D2	METAL	1-ED	3'-0" x 6'-8"	H1	J2	-	-	-	

HARDWARE GROUP	ITEM	QUANTITY	STYLE/TYPE	STYLE/TYPE	MANUF./OR EQUAL
1	LOCK SET	1	LEVER	BRUSHED ALUM	SCHLAGE
	CLOSER	1	90° SWING	BRUSHED ALUM	LNC
	STOPS	1	FLOOR MOUNTED	BRUSHED ALUM	IVES
	BUTTS	11 PAIR	5-KNUCKLE	S STEEL	STANLEY

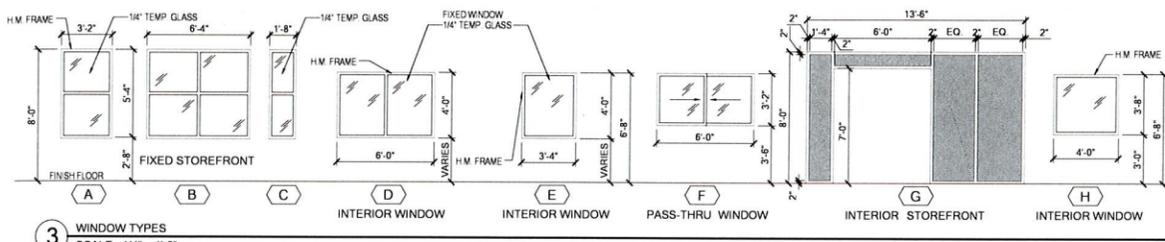
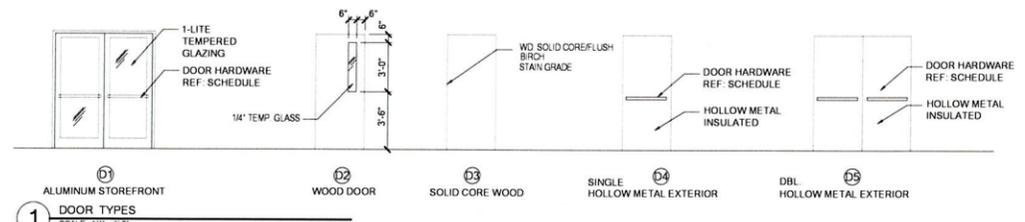
LS - LOCK SET - SCHLAGE  
PR - PRIVACY - SCHLAGE  
PS - PASSAGE - SCHLAGE  
ED - EXIT DEVICE - VON PUPPIN

**DOOR/WINDOW NOTE:**  
 1. ALL EXTERIOR DOORS TO MEET WIND LOAD CRITERIA SHALL MEET ALL CODES, LAWS AND GUIDELINES FOR HANDICAP ACCESSIBILITY.  
 2. ALL GROUND FLOOR UNIT HARDWARE @ ENTRY DOORS SHALL MEET ALL CODES, LAWS AND GUIDELINES FOR HANDICAP ACCESSIBILITY.  
 3. THRESHOLDS AT EXTERIOR DOORS, INCLUDING SLIDING GLASS DOOR TRACKS, ARE NO HIGHER THAN 1 INCH. THRESHOLDS AND CHANGES IN LEVEL AT THESE LOCATIONS ARE BEVELED WITH SLOPES NO GREATER THAN 1:12.

**DOOR SCHEDULE TYPICAL GENERAL NOTES:**  
 1. FRAMES ARE TYPICALLY W/WRAPAROUND SET EXTERIOR FRAMES AS DETAIL.  
 2. ALL GLASS LIGHTS IN DOORS AND FRAMES SHALL BE TEMPERED UNLESS NOTED AS LABELED. ALL GLASS LIGHTS IN LABELED DOORS AND FRAMES SHALL BE CLEAR FROGLASS 20 BY TGP OR EQUAL.  
 3. ALL EXT. FRAMES SHALL BE GROUTED FULL.  
 4. ALL DOORS 1 3/4" THICK. ALL FRAMES TO HAVE 5/8" X 1 3/4" RABBETS EACH SIDE. VARY STOP WIDTHS TO APPROPRIATE CLEAR THROAT DIMENSIONS INDICATED.  
 5. ALL DOOR AND FRAME LABELS SHALL BE METAL (RIVET OR SCREW ATTACHED). STICK ON LABELS NOT ACCEPTABLE. PROTECT LABELS FROM BOTH PRIMERS AND FINISH PAINTING. LABELS SHALL BE BRIGHT EMBOSSED METAL PER NFPA 88.

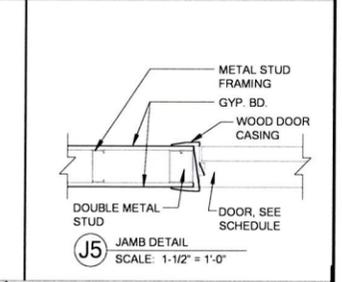
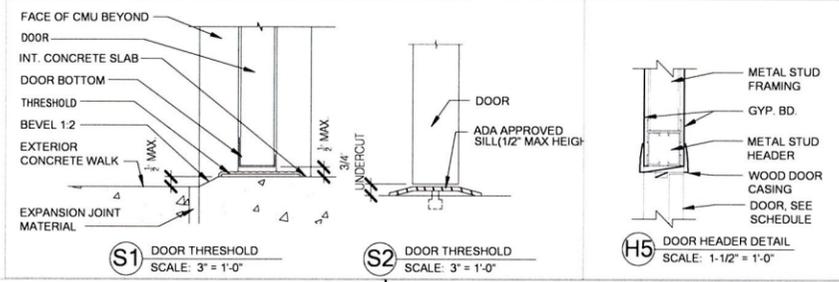
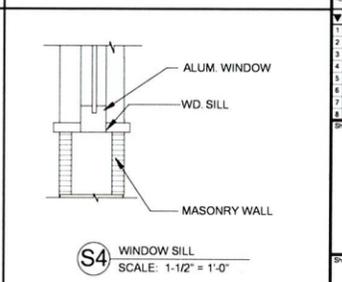
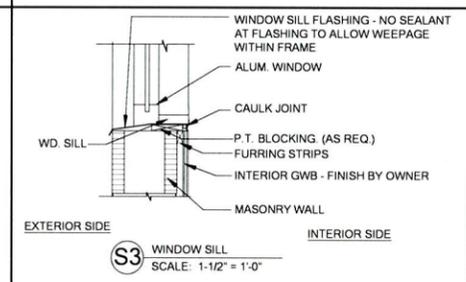
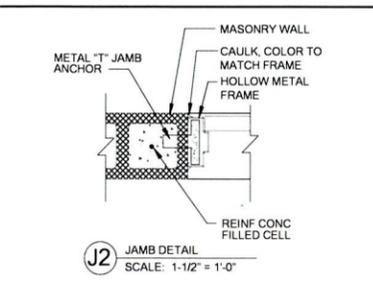
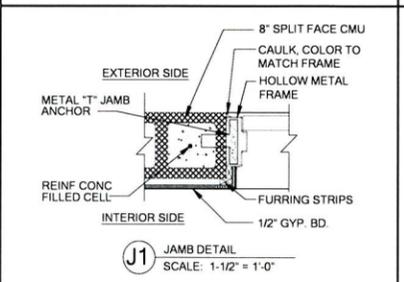
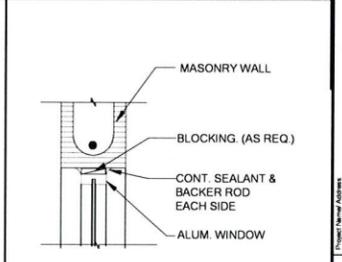
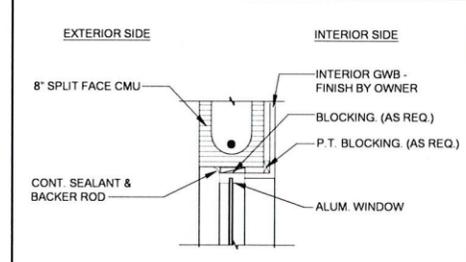
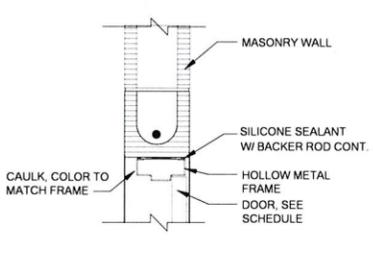
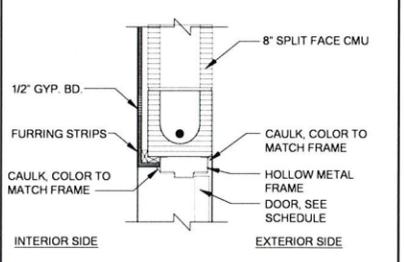
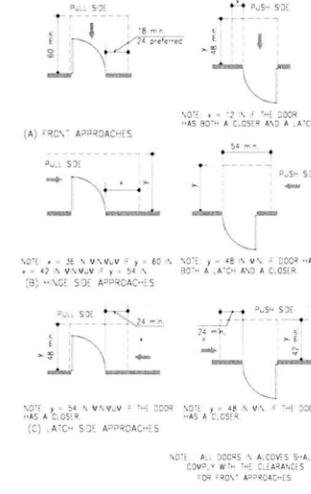
**THRESHOLDS:**  
 1. ALUMINUM (EXT.)  
 2. TRANSITION STRIP  
 3. CONTINUE FLOORING UNDER DOOR

**DOOR SCHEDULE REMARKS LEGEND:**  
 1. 90 MIN FIRE RATED DOOR  
 2. 18" X 24" LOUVER  
 3. UNDERCUT DOORS 3/4" MINIMUM  
 4. CONTINUE FLOOR MATERIAL UNDER DOOR  
 5. CONTINUE DRYWALL ABOUT DOOR JAMB, PROVIDE CORNER BEAD ALL ABOUT  
 6. CONTRACTOR TO VERIFY EXISTING DOOR SIZE/ROUGH OPENING  
 7. CONC. FILLER TO PROVIDE SILL NOT REQUIRED  
 8. 1/2" X 1/2" LOUVER  
 9. PERNO 201 W/PAK DOOR BOTTOM W/DRIP SHOE



WINDOW NO	WINDOW SIZE	FRAME TYPE	QUANTITY	DETAILS	REMARKS
A	3'-2" x 5'-4"	ALUM	16	H3 J3 S3	EXTERIOR ALUMINUM
B	6'-4" x 5'-4"	ALUM	3	H3 J3 S3	EXTERIOR ALUMINUM
C	1'-8" x 5'-4"	ALUM	2	H3 J3 S3	EXTERIOR ALUMINUM
D	6'-4" x 5'-4"	ALUM	14	H4 J4 S4	INTERIOR ALUMINUM
E	3'-2" x 5'-4"	ALUM	5	H4 J4 S4	INTERIOR ALUMINUM
F	6'-0" x 3'-2"	ALUM	1	H4 J4 S4	INTERIOR ALUMINUM
G	13'-6" x 6'-0"	ALUM	1	H4 J4 S4	INT STOREFRONT W/DR 101A
H	4'-0" x 3'-8"	ALUM	1	H4 J4 S4	INTERIOR ALUMINUM

**PROVISIONS FOR BARRIER FREE DOOR(S)**



**Keeseee Associates**  
 ARCHITECTURE | DESIGN | PLANNING  
 145 South Orange Avenue, Suite 1000  
 Orange, FL 32801  
 (407) 251-1111

THIS DOCUMENT AND THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY, ARE RESERVED. THE REPRODUCTION, COPYING OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

Project Name: **Boys & Girls Clubs of Central Florida**  
 309 S. West Crown Point Road  
 Winter Garden, Florida

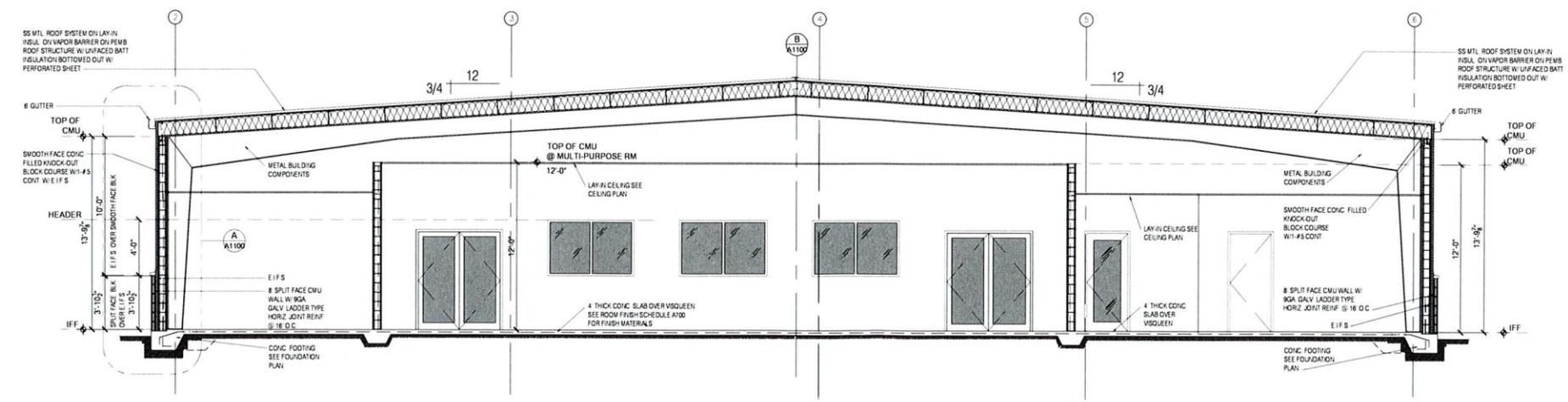
**DOOR & WINDOW SCHEDULES.**

**A800**

THIS DOCUMENT AND/OR THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESSEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY, ARE RESERVED. THE REPRODUCTIONS, COPIES OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESSEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

OWNER: BSA  
PROJECT: BOYS & GIRLS CLUBS OF CENTRAL FLORIDA  
ARCHITECT: JAMES B. GARDNER, P.E., AIA  
LICENSE # 140000000000000000

**Boys & Girls Clubs of Central Florida**  
309 S. West Crown Point Road  
Winter Garden, Florida



SHEET INFORMATION	
DATE	08 / 22 / 2019
DESIGNED BY	AC
PROJECT NO.	16031
REVISIONS BY	AC
Plan Revisions Date:	
1	
2	
3	
4	
5	
6	
7	
8	

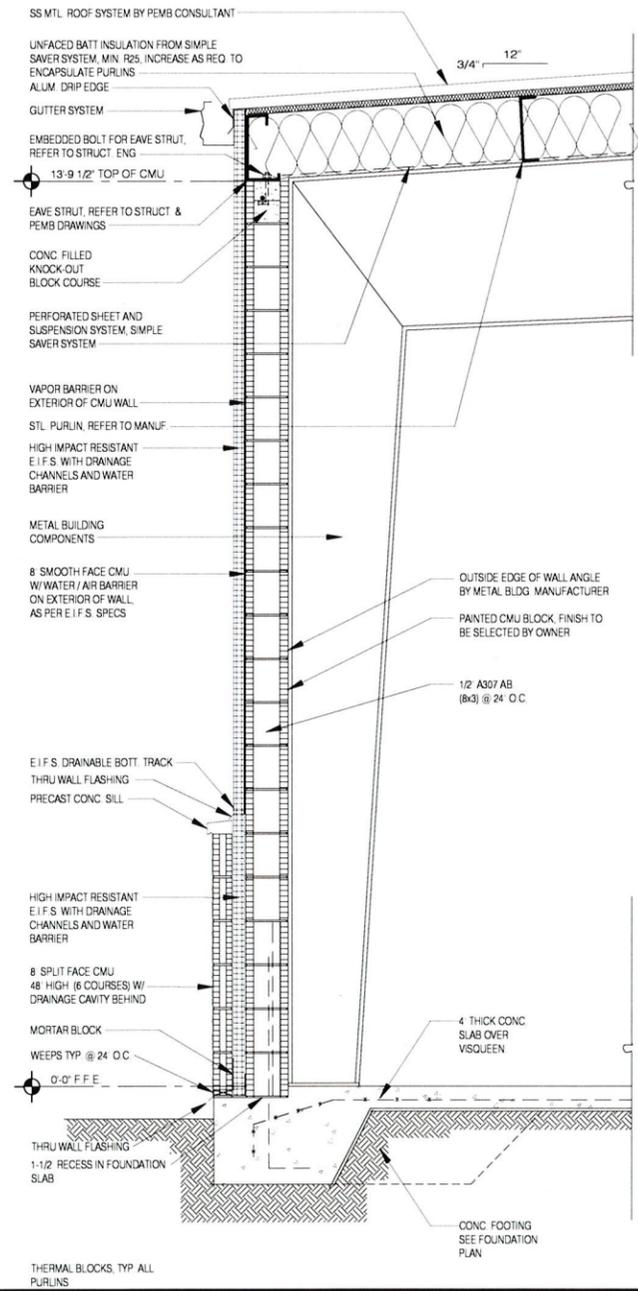
**BUILDING SECTIONS**

**Boys & Girls Clubs of Central Florida**  
 309 S. West Crown Point Road  
 Winter Garden, Florida

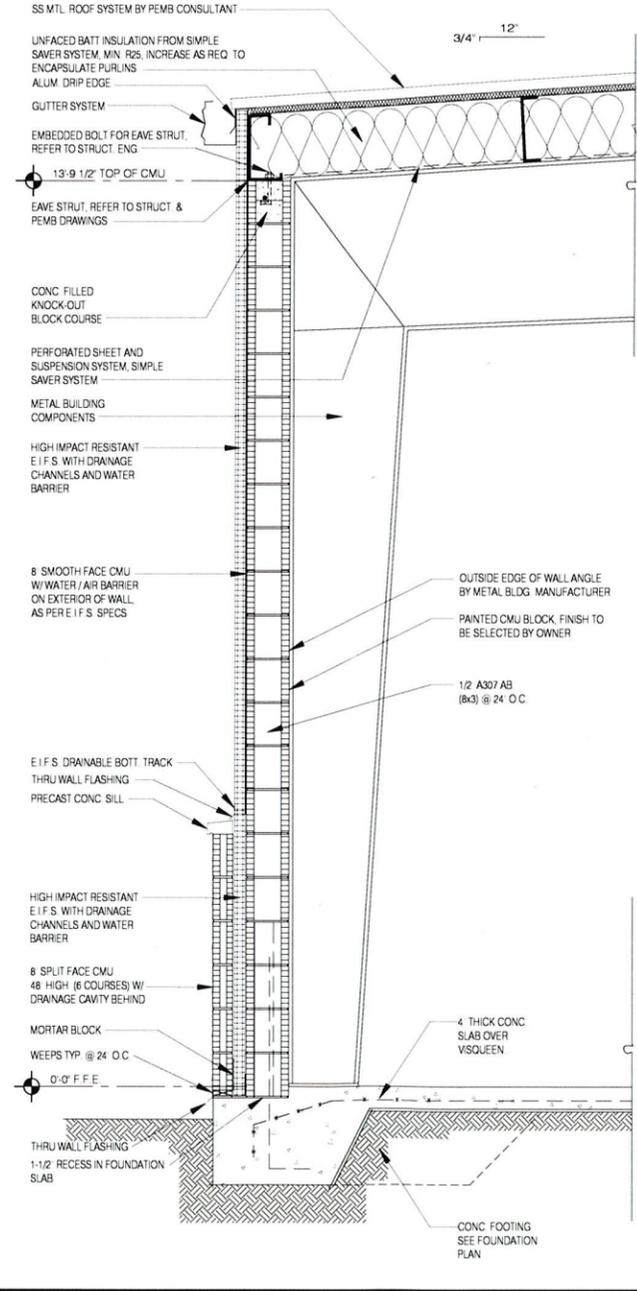
SHEET INFORMATION	
DATE	08/22/2018
DRAWN BY	JAC
PROJECT NO	16201
REVIEWED BY	JAC
Plan Revisions Date:	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

**WALL SECTIONS**

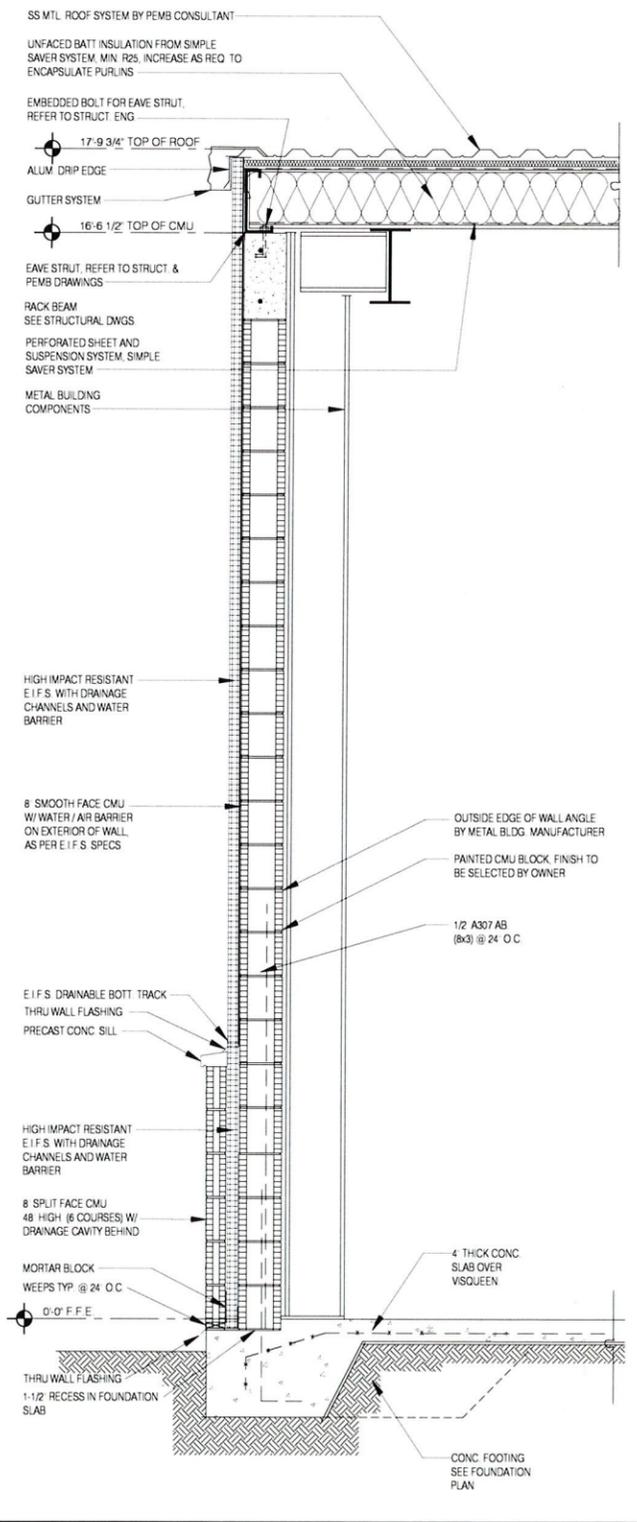
Sheet No: **A1100**



**A WALL SECTION**  
 SCALE: 1" = 1'-0"



**A1 ALTERNATE WALL SECTION**  
 SCALE: 1" = 1'-0"

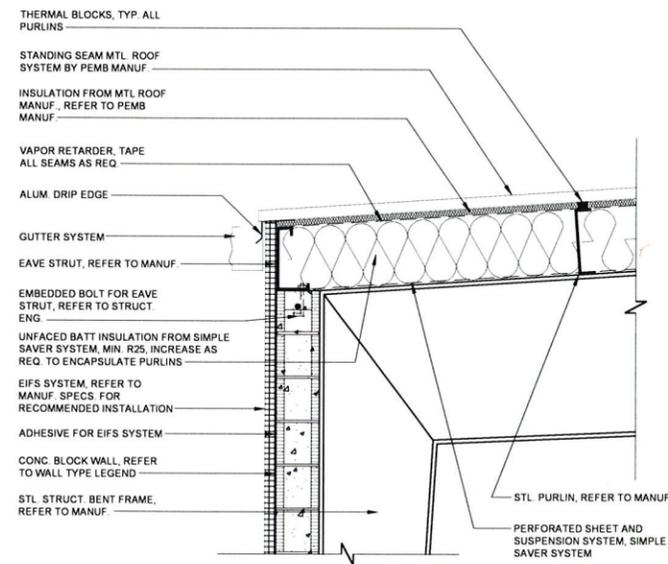


**B WALL SECTION**  
 SCALE: 1" = 1'-0"

THIS DOCUMENT AND/OR THE DESIGN CONCEPTS EXPRESSED HEREIN ARE THE PROPERTY OF KEESSEE ASSOCIATES AND ALL RIGHTS OF OWNERSHIP, INCLUDING COPYRIGHT OF INTELLECTUAL PROPERTY ARE RESERVED. THE REPRODUCTIONS, COPYING, OR USE OF THIS DOCUMENT AND/OR THE DESIGN CONCEPT WITHOUT THE WRITTEN CONSENT OF KEESSEE ASSOCIATES IS STRICTLY PROHIBITED AND PROTECTED BY UNITED STATES AND INTERNATIONAL LAW.

SCALE: 1/8" = 1'-0"  
 DATE: 08/22/2013  
 DRAWN BY: JCS  
 PROJECT NO: 14251  
 REVIEWED BY: JCS

**Boys & Girls Clubs  
 of Central Florida**  
 309 S. West Crown Point Road  
 Winter Garden, Florida



1 DETAIL - TYP. EAVE  
 SCALE: 1" = 1'-0"

SHEET INFORMATION	
DATE	08/22/2013
DRAWN BY	JCS
PROJECT NO	14251
REVIEWED BY	JCS
Plan Revisions Date:	
1	
2	
3	
4	
5	
6	
7	
Sheet Name	
DETAILS	
Sheet No	
A1200	

# CONSTRUCTION PLANS

FOR

## Boys & Girls Club of Central Florida West Orange Branch (303 S. West Plant Street, Winter Garden)

**OWNER:** ORANGE COUNTY BCC  
C/O REAL ESTATE DEPARTMENT  
P.O. BOX 1393  
ORLANDO, FL. 32802

**ARCHITECT:** KEESEE ASSOCIATES (407) 880-2333  
945 SOUTH ORANGE BLOSSOM TR.  
APOPKA, FL. 32703

**CIVIL ENGINEER:** JUNE ENGINEERING CONSULTANTS, INC. (407) 905-8180  
132 W. PLANT STREET, SUITE 200  
WINTER GARDEN, FL. 34787

**SURVEYOR:** BISHMAN SURVEYING & MAPPING, INC. (407) 702-8127  
132 W. PLANT STREET, SUITE 210  
WINTER GARDEN, FL. 34787

**GEOTECHNICAL ENGINEER:** YOVAISH ENGINEERING SCIENCES, INC. (407) 774-9383  
953 SUNSHINE LANE  
ALTA MONTE SPRINGS, FL. 32714

**ENVIRONMENTAL CONSULTANT:** BIO-TECH CONSULTING, INC. (407) 894-5969  
2002 E. ROBINSON STREET  
ORLANDO, FL. 32803



Utility Companies

<i>Water/Sewer/Reuse Water</i>	City of Winter Garden Utilities Dept. 300 W. PLANT STREET Winter Garden, FL. 34787	407-656-4100
<i>Telephone</i>	Century Link P.O. Box 770339 Winter Garden, FL. 34777-0339	407-814-5373
<i>Electric</i>	Progress Energy 452 E. Crown Point Road Winter Garden, FL. 34787	407-905-3302
<i>Cable</i>	Brighthouse Networks 3767 All American Blvd. Orlando, FL. 32810	407-295-9119
<i>Stormwater</i>	City of Winter Garden - Public Works 300 W. PLANT STREET Winter Garden, FL. 34787	407-656-2256
<i>Fire</i>	City of Winter Garden Fire Dept. 131 E. Palmetto Street Winter Garden, FL. 34787	407-656-4689
<i>Gas</i>	Lake Apopka Natural Gas District P.O. Box 771275 Winter Garden, FL. 34777-1275	407-656-2734

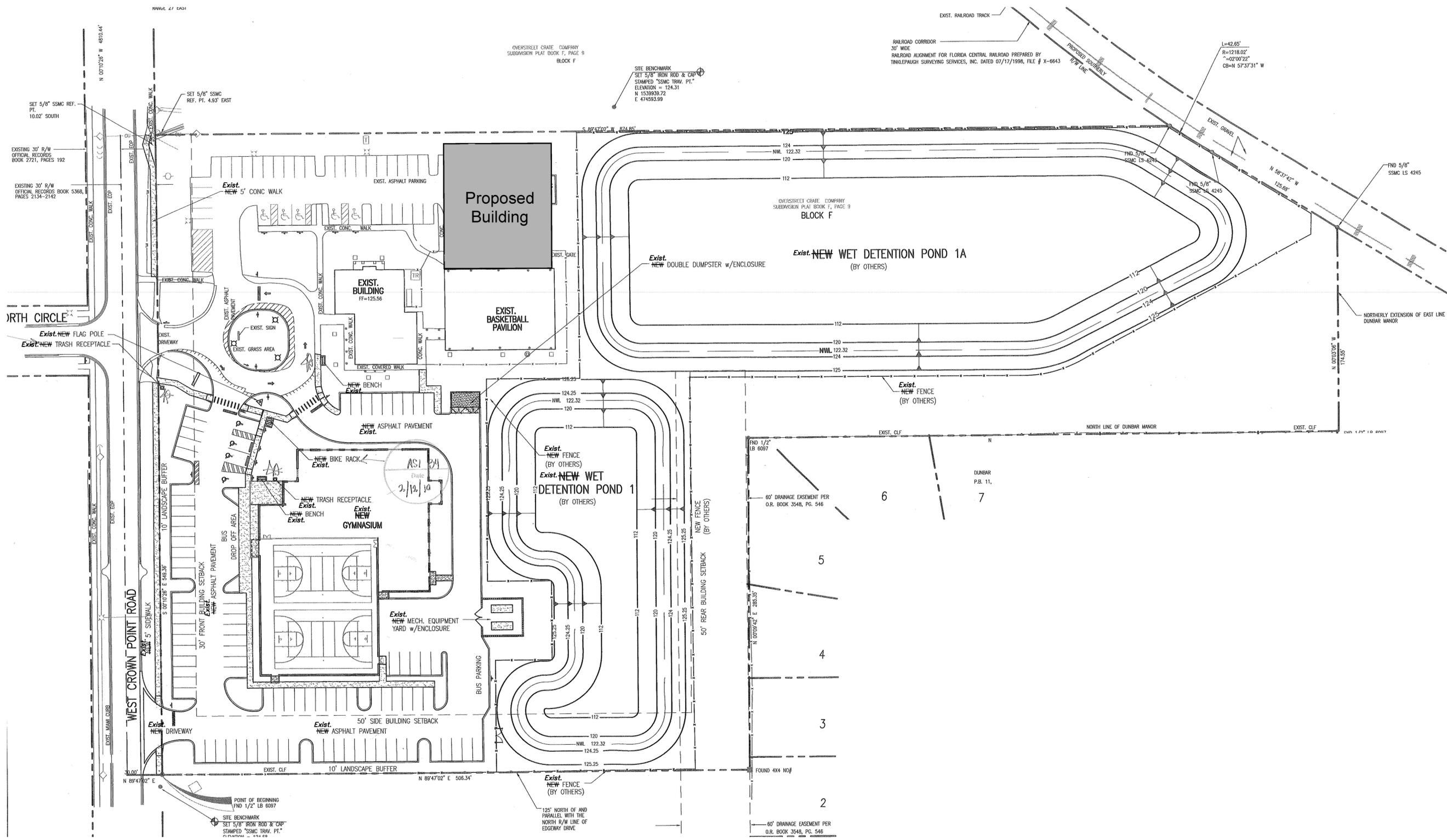
INDEX OF SHEETS	
SHEET TITLE	No.
Cover Sheet	1
Overall Site Plan	2
Orange County As-Built	3
Demo Plan	4
Site Plan & Utilities	5
Boundary Survey	6
Standard Details	7-13
Landscape Plan	L-1



GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS AND TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MOST RECENT EDITIONS.
- ALL DISTURBED AREAS SHALL BE GRASSED UPON COMPLETION OF CONSTRUCTION.
- ALL LANDSCAPING SHALL CONFORM TO THE CITY OF WINTER GARDEN LANDSCAPE CODE, MOST RECENT ADDITION.
- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES.
- THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE OF THE SITE TO THE SPILLWAYS AS INDICATED BY GRADES AND FLOW ARROWS.
- UTILITIES SHOWN WERE LOCATED FROM BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION ALL UTILITY COMPANIES AND FOR THE LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST.
- EXISTING ZONING OF THE SUBJECT SITE IS I-1 USES. EXISTING LAND USE IS INDUSTRIAL.
- THE CONTRACTOR IS RESPONSIBLE TO PROVIDE EROSION AND SEDIMENT CONTROL THROUGHOUT THE CONSTRUCTION PHASE WHICH SHALL INCLUDE, BUT NOT LIMITED TO THE PLACEMENT OF SILT FENCES OR OTHER SIMILAR STRUCTURES ALONG THE PERIMETER OF THE SITE. THIS WORK SHALL CONFORM TO THE REQUIREMENTS OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AS OUTLINED IN F.D.O.T. STANDARD INDEX #102 & CITY CODE - CHAPTER 106 (STORMWATER). THE CONTRACTOR SHALL PROVIDE AN EROSION PROTECTION PLAN, PRIOR TO PRE-CONSTRUCTION MEETING.
- REMOVE ALL STRIPPINGS AND UNCLASSIFIED MATERIALS OFFSITE AND DISPOSE OF IN LEGAL MANNER.
- FILL TO BE PLACED AND COMPACTED TO A MINIMUM 98% MAXIMUM DENSITY (PER AASHTO T-180). ALL DENSITIES IN UTILITY AND STORM TRENCHES SHALL BE A MIN. OF 98% MAX. DENSITY.
- JUNE ENGINEERING CONSULTANTS, INC. SHALL BE NOTIFIED IMMEDIATELY OF ANY PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
- ALL ASPHALT PAVEMENT SHALL BE GRADED TO OBTAIN A MINIMUM GRADE OF 0.50% AND SHALL DRAIN POSITIVELY TO ALL INLETS OR SPILLWAYS. CONCRETE PAVEMENT AND CURB AND GUTTER SHALL BE GRADED TO OBTAIN A MINIMUM GRADE OF 0.30%.
- CONTRACTOR SHALL PROVIDE AND COORDINATE PLACEMENT OF ANY REQUIRED UNDERGROUND CONDUITS NECESSARY FOR PLACEMENT OF UTILITIES (TELEPHONE, ELECTRIC, CABLE, ETC.) AND THE SPRINKLER SYSTEM.
- CONTRACTOR SHALL PROVIDE JUNE ENGINEERING CONSULTANTS WITH AS-BUILT INFORMATION ON THE FOLLOWING: LOCATIONS AND INVERTS OF ALL UTILITIES AND STORM STRUCTURES; PAVEMENT LOCATIONS AND GRADES; AND POND GRADES SHOWN ON PLANS.
- ELEVATIONS BASED ON ORANGE COUNTY DATUM.
- ALL CONSTRUCTION SHALL CONFORM TO CITY CODE OF ORDINANCES, CHAPTER 78, UTILITIES.
- A PERMANENT BENCHMARK WITHIN PROJECT LIMITS, CERTIFIED TO ORANGE COUNTY DATUM IS REQUIRED UPON COMPLETION.
- THE CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATION, LOCATION & PROTECTION OF ALL UTILITIES THAT MAY EXIST. WITHIN THE PROJECT LIMITS.
- ALL STORM (>12") AND SANITARY LINES (>6") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION.
- ALL SANITARY SEWER AND STORM SEWERS WITH LESS THAN 5' OF COVER SHALL BE VIDEO INSPECTED AFTER BASE INSTALLATION.
- ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180).
- AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS AVAILABLE ON-LINE.
- ALL WORK DOWNSTREAM OF THE POS SHALL BE PERFORMED BY A LICENSED FIRE SPRINKLER CONTRACTOR.

March 22, 2017  
Revised November 25, 2019



DATE	REVISION
11/25/19	County Comments

**Overall Site Plan**  
 Boys & Girls Club of Central Florida  
 West Orange Branch

**JEC** june engineering consultants, inc.  
 32 W. Plant Street  
 Winter Garden, FL 34787  
 Ph. 407-905-8180  
 Fax 407-905-6232

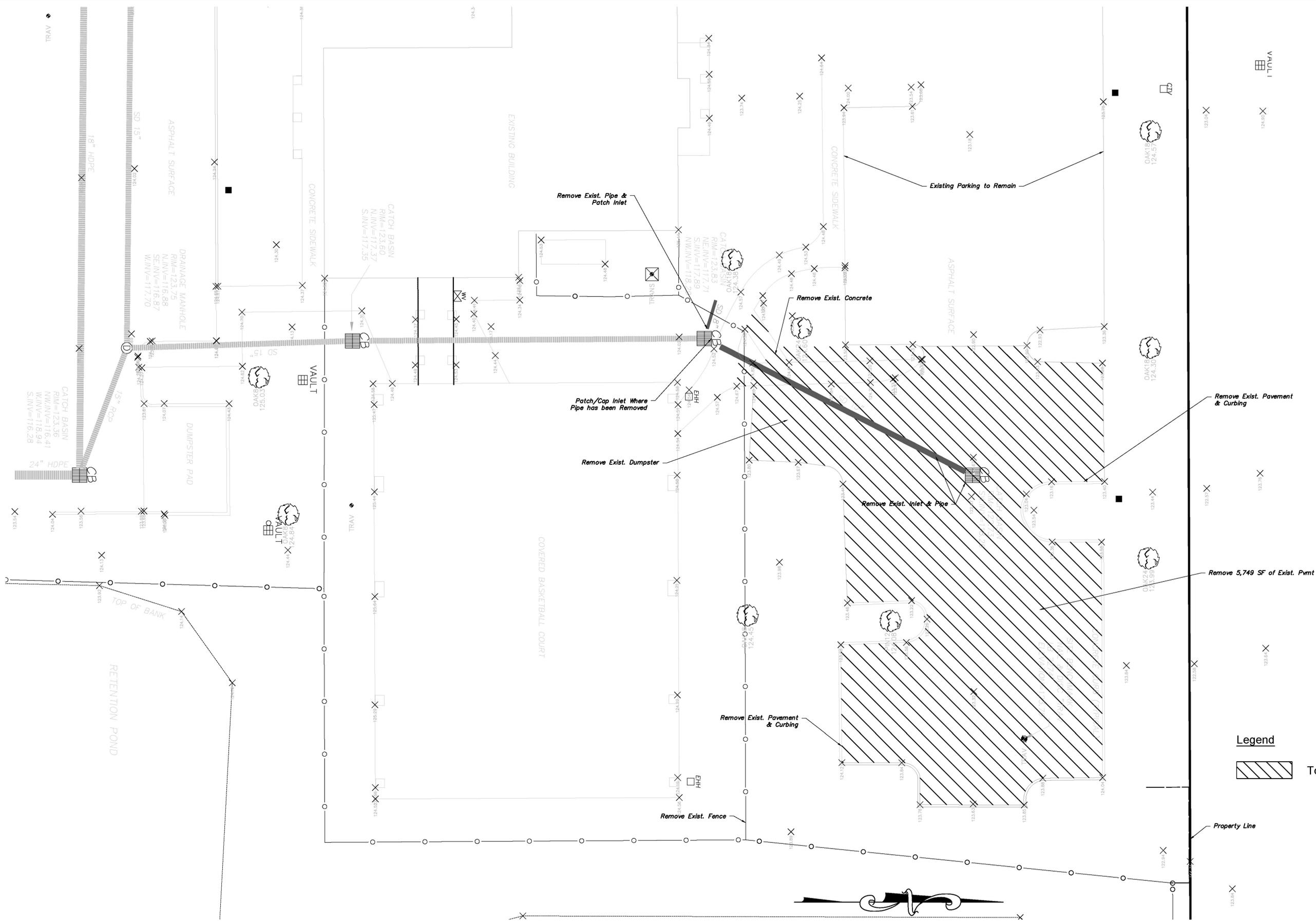
Certificate of Authorization #00031567

DRAWN BY: CLK    CHECKED BY: RAJ    SCALE: 1" = 40'  
 DATE: 3/2/17    DATE: 3/2/17

ROHLAND ALLEN JUNE II  
 PE# 41949



F:\Shared\Drawings\CAD\Files\Active\16010559\_Boys and Girls Club\West Orange Branch and Girls Club Site Plan.dwg, 12/13/2019 9:22:03 AM, AutoCAD 2011 (General Documentation).pc3



**Legend**  
 To be Removed

DATE	REVISION
10/15/19	County Comments

*Demo Plan*  
 Boys & Girls Club of Central Florida  
 West Orange Branch

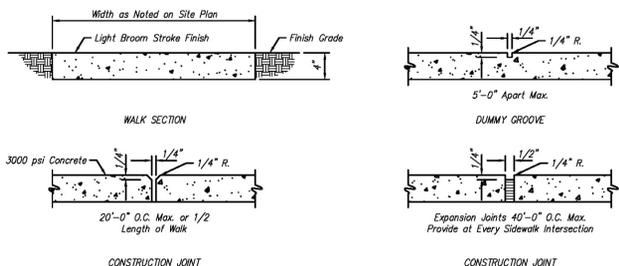
**JEC** June engineering consultants, inc.  
 32 W. Plant Street  
 Winter Garden, FL 34787  
 Ph. 407-905-8180  
 Fax 407-905-6232

Certificate of Authorization #00031567

DRAWN BY: CLK    CHECKED BY: RAJ    SCALE: 1" = 10'  
 DATE: 3/2/17    DATE: 3/2/17

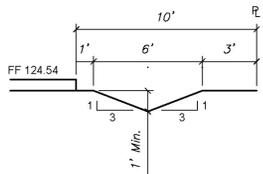
ROHLAND ALLEN JUNE II  
 PE# 41949

JOB NO.  
**0359**  
 SHEET  
**4**  
 OF 14



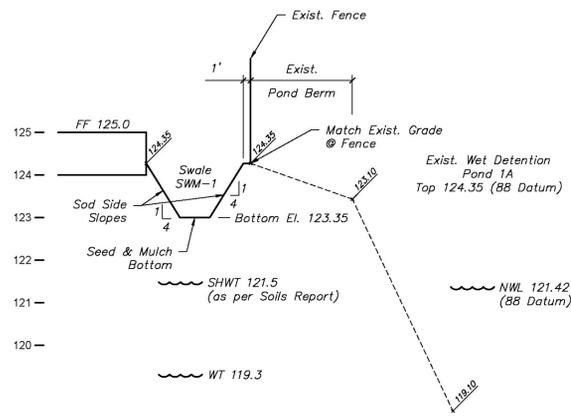
**SIDEWALK DETAILS**

N.T.S.



**SWALE DETAIL**

N.T.S.



**SECTION "A"**

Scale: H: 1" = 2"  
V: 1" = 10'

**Notes:**

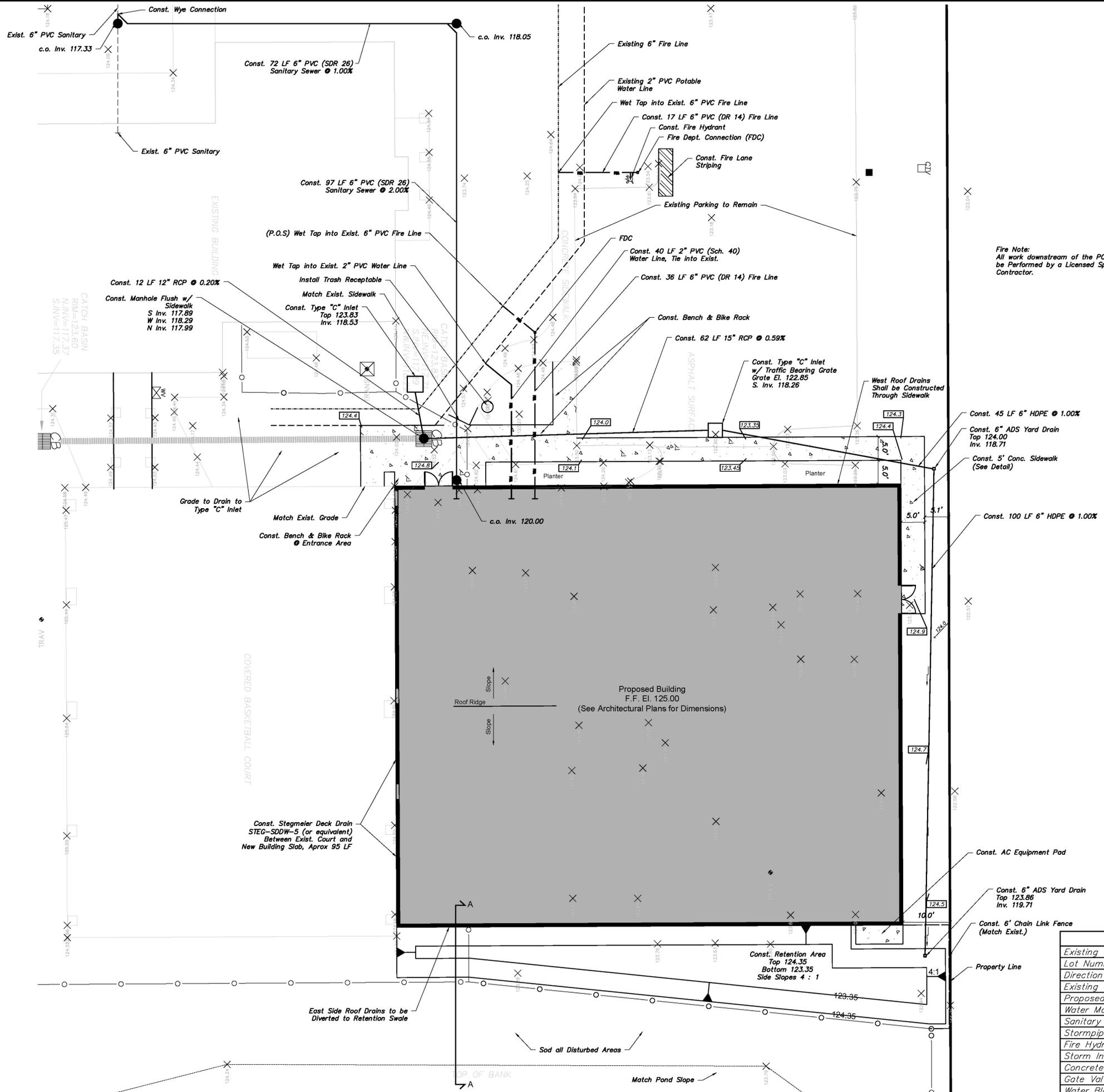
- All work downstream of the POS shall be performed by a licensed fire sprinkler contractor.

**Parking Calculation:**

Existing Buildings	32,809 SF
Existing Parking	148 Spaces
Proposed Building	10,044 SF
Parking Removed	16 Spaces
Total Parking Provided	132 Spaces
32,809 SF + 10,044 SF @ 3 Spaces per 1,000 SF = 129 Spaces	
132 Spaces > 129 Spaces	

**Site Information:**

Total Site Area	= 9.34 Ac.
Existing Impervious	= 154,534 SF (3.55 Ac.)
Increased Impervious	= 3,709 SF (0.85 Ac.)
Total Impervious	= 3.64% (38.97% < 40% Max. Lot Coverage)
Total Pervious	= 5.7 Ac. (61.03%)
Zoning	= R-2
Maximum Building Height	= 35 feet
Actual Building Height	= 17 feet
Front Setback	= 30'
Side Setback	= 10'
Rear Setback	= 20% of Lot Depth



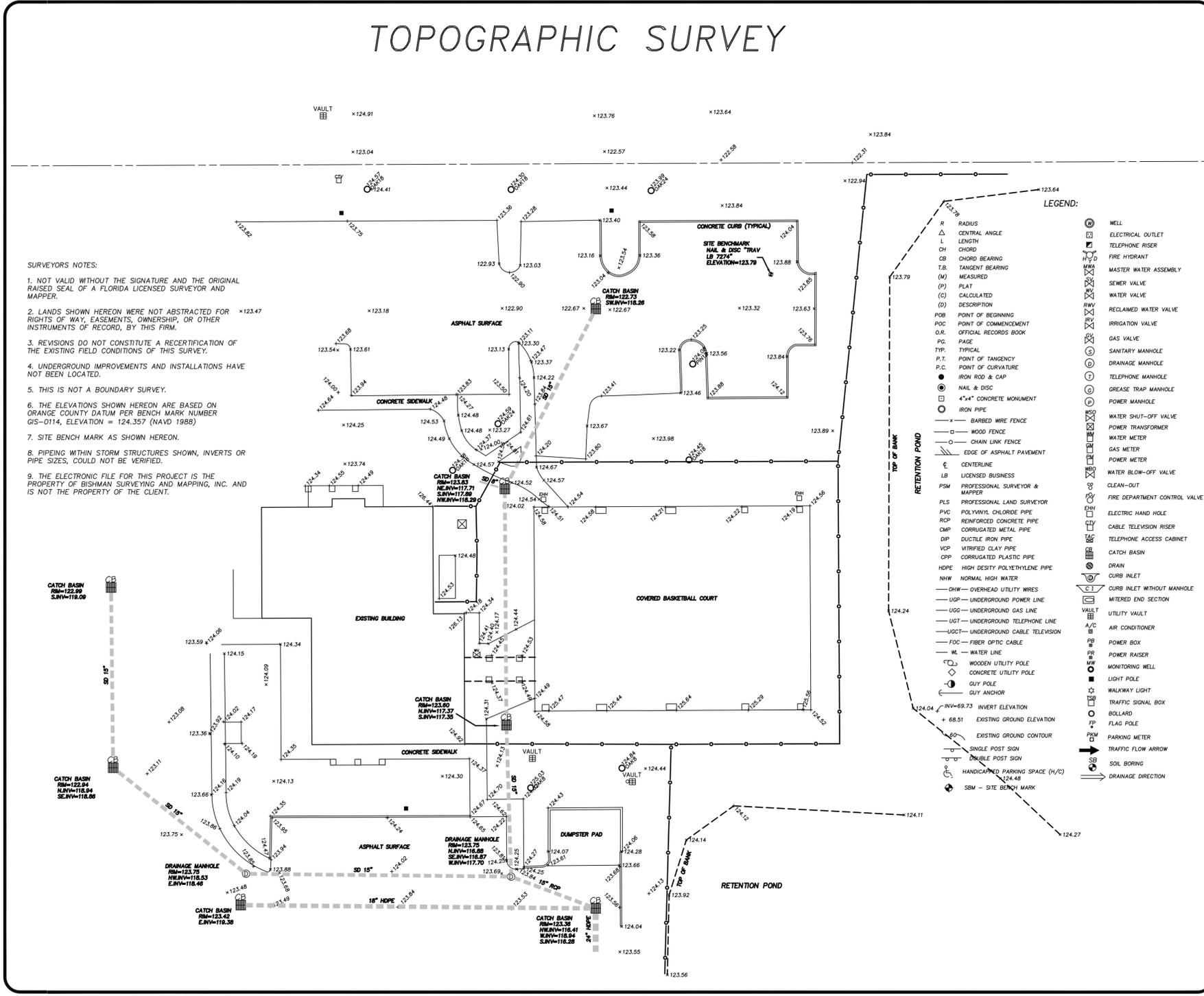
**Fire Note:**  
All work downstream of the POS shall be performed by a Licensed Sprinkler Contractor.

DATE	REVISION
10/15/19	County Comments
11/25/19	County Comments

**LEGEND**

Existing Contours	
Lot Number	(12)
Direction of Flow	
Existing Grade	
Proposed Grade	
Water Main	
Sanitary Sewer	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Gate Valve	
Water Blowoff	

# TOPOGRAPHIC SURVEY



**SURVEYORS NOTES:**

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. REVISIONS DO NOT CONSTITUTE A RECERTIFICATION OF THE EXISTING FIELD CONDITIONS OF THIS SURVEY.
4. UNDERGROUND IMPROVEMENTS AND INSTALLATIONS HAVE NOT BEEN LOCATED.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THE ELEVATIONS SHOWN HEREON ARE BASED ON ORANGE COUNTY DATUM PER BENCH MARK NUMBER GIS-0114, ELEVATION = 124.357 (NAVD 1988)
7. SITE BENCH MARK AS SHOWN HEREON.
8. PIPING WITHIN STORM STRUCTURES SHOWN, INVERTS OR PIPE SIZES, COULD NOT BE VERIFIED.
9. THE ELECTRONIC FILE FOR THIS PROJECT IS THE PROPERTY OF BISHMAN SURVEYING AND MAPPING, INC. AND IS NOT THE PROPERTY OF THE CLIENT.

SECTION 12  
TOWNSHIP 22 SOUTH  
RANGE 27 EAST

CERTIFICATE OF AUTHORIZATION LB 7274  
32 W. PLANT STREET Phone No. 407.905.8877  
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

FLORIDA REGISTRATION NO. 42718  
DONALD W. BISHMAN, P.S.M.

JOB NO.: 16109.000  
SURVEY DATE: 09/26/16  
FIELD BY: T. CONARD  
FIELD BOOK: 1606  
PAGES: 67  
FIELD FILE: 16109TC.MJF  
DRAWING FILE: 16109.DWG



DATE	REVISION

Boundary Survey  
Boys & Girls Club of Central Florida  
West Orange Branch

**JEC** june engineering consultants, inc.  
32 W. Plant Street  
Winter Garden, FL 34787  
Ph. 407-905-8180  
Fax 407-905-6232

Certificate of Authorization #00031567  
DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 20'  
DATE: 3/2/17 DATE: 3/2/17

ROHLAND ALLEN JUNE II  
PE# 41949

JOB NO. 0359  
SHEET 6 OF 14

**CITY OF WINTER GARDEN – GENERAL NOTES:**

- ALL UTILITY SYSTEMS AND IMPROVEMENTS CONSTRUCTED IN THE CITY OF WINTER GARDEN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MANUAL OF STANDARDS AND SPECIFICATIONS FOR UTILITY CONSTRUCTION FOR THE CITY OF WINTER GARDEN, TO BE REFERRED TO AS MSS/CWG, THE LATEST EDITION AT THE TIME PERMITS ARE APPROVED SHALL BE EFFECTIVE FOR THE DURATION OF THE SUBJECT WORK OR PROJECT DEVELOPMENT.
- THE CITY OF WINTER GARDEN GENERAL NOTES AND DETAILS ARE PROVIDED FOR THE CONVENIENCE OF FIELD PERSONNEL. THEY DO NOT INCLUDE ALL REQUIREMENTS OF THE MSS/CWG. THE CONTRACTOR SHALL REFER TO THE FULL TEXT OF THE MSS/CWG FOR FURTHER DETAIL AND CLARITY WHEN NEEDED.
- ANY REQUEST FOR VARIANCE OR NONCOMPLIANCE FROM THE MSS/CWG NOTED ABOVE MUST BE APPROVED BY THE CITY ENGINEER OR UTILITIES DIRECTOR.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN CLOSE PROXIMITY TO WATER, WASTEWATER, RECLAIMED WATER AND OTHER UTILITY SYSTEMS. THE CONTRACTOR SHALL COORDINATE UTILITY LOCATIONS WITH RESPECTIVE UTILITY OWNERS AND/OR CALL, "SUNSHINE ONE CALL", 1-800-432-4770 A MINIMUM OF 72 HOURS IN ADVANCE.
- CONTRACTOR'S DAMAGE OF WINTER GARDEN UTILITY SYSTEM: THE CONTRACTOR SHALL IMMEDIATELY NOTIFY AND REPORT DAMAGE TO THE CITY OF WINTER GARDEN UTILITY DIVISION, (NO MESSAGE) PHONE # 407-656-4100.
- IMMEDIATELY REPAIR OF DAMAGED UTILITY SYSTEM: THE CONTRACTOR SHALL IMMEDIATELY REPAIR ANY DAMAGE TO THE CITY OF WINTER GARDEN UTILITY SYSTEM AS REQUIRED BY THE UTILITY OWNER AT CONTRACTOR'S COST, IN CASE OF UNRESPONSIVE ACTION BY THE CONTRACTOR, THE CITY RESERVES RIGHT TO REPAIR DAMAGE, THE CONTRACTOR SHALL REIMBURSE THE CITY OF WINTER GARDEN OF ALL REPAIR COST.
- ADVANCE NOTIFICATION OF CONSTRUCTION: THE CONTRACTOR SHALL NOTIFY CITY OF WINTER GARDEN, UTILITY DIVISION, PH.# 407-656-4100, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
- ADVANCE NOTIFICATION OF UTILITY CONNECTION: THE CONTRACTOR SHALL NOTIFY THE CITY OF WINTER GARDEN AT LEAST SEVEN CALENDAR DAYS IN ADVANCE TO SCHEDULE CONNECTIONS TO UTILITY SYSTEM.
- UTILITY VALVE OPERATION: ONLY CITY OF WINTER GARDEN UTILITY PERSONNEL SHALL OPERATE VALVES AND FIRE HYDRANTS. THE CONTRACTOR, WHEN NEEDED, SHALL CALL THE CITY TO REQUEST VALVE OPERATIONS AT LEAST TWO (2) DAYS IN ADVANCE OF CONSTRUCTION WORK.
- OPERATIONS INVOLVING WATER OR WASTEWATER FACILITIES INCLUDING PUMPING STATIONS: THE CONTRACTOR SHALL COORDINATE AT LEAST TWO (2) WEEKS IN ADVANCE, ANY CONSTRUCTION OPERATION THAT MAY REQUIRE THE DISCONTINUATION OF SERVICE OR OPERATION OF A FACILITY. THE CITY WILL PROVIDE PERSONNEL TO OPERATE THE CITY FACILITIES.
- REQUIRED TESTING BY CONTRACTOR: THE CONTRACTOR SHALL NOTIFY THE CITY OF WINTER GARDEN AT LEAST TWO (2) DAYS PRIOR TO SAMPLING ACTIVITIES FOR PURPOSE OF TESTING AS REQUIRED BY THE CITY. THE CONTRACTOR SHALL NOT TEST OR SAMPLE WITHOUT OBSERVATION BY CITY INSPECTION PERSONNEL.
- TEMPORARY OR CONSTRUCTION WATER SERVICE CONNECTIONS PROVIDED BY FIRE HYDRANT CONNECTION: THE CITY WILL PROVIDE METER ON FIRE HYDRANT. THE CONTRACTOR SHALL PROVIDE NON-REFUNDABLE ACCOUNT INITIATION FEE, A REFUNDABLE SECURITY DEPOSIT FOR THE METER APPARATUS AND PAY ALL COST FOR WATER USED.
- ALL AS BUILT MEASUREMENTS & ELEVATIONS ARE TO BE MADE BY A LICENSED LAND SURVEYOR.

**CoWG WATER SYSTEM NOTES:**

- THE CONTRACTOR SHALL PROVIDE AND INSTALL A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.
- REPAIRS TO NEW WATER LINES, TO OBTAIN SPECIFIED PRESSURE TEST, WILL BE ALLOWED ONLY UP TO A NUMBER EQUAL TO 10% OF THE TOTAL NUMBER OF JOINT CONNECTIONS.
- THE CONTRACTOR SHALL HYDROSTATICALLY TEST ALL WATER MAINS AND SERVICE LATERALS AT 150 PSI FOR A TWO HOUR PERIOD. TESTING MUST BE OBSERVED BY A CITY INSPECTOR.
- THE CONTRACTOR SHALL INSTALL WARNING TAPE OVER ALL NEW WATER MAINS. WARNING TAPE SHALL BE AS FOLLOWS: NON-DETECTABLE, SIZE 2" WITH "WATER LINE BELOW" MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES, NUMBER 10 GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE, AT LEAST FIVE TIMES PER JOINT. THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT.
- THE CONTRACTOR SHALL INSTALL WATER MAINS PER MoSS/CoWG SPECIFICATIONS, SOLVENT CEMENTED JOINTS AND THRUST BLOCKS ON PIPING SYSTEMS SHALL NOT BE ALLOWED.
- THE CONTRACTOR SHALL INSTALL ALL WATER MAINS TO A MINIMUM DEPTH OF 36 INCHES AND A MAXIMUM DEPTH OF 42 INCHES BELOW FINAL GRADE.
- THE CONTRACTOR SHALL INSTALL ALL SERVICE LATERALS A UNIFORM DISTANCE APART, LOCATED ON PROPERTY LOT LINE AT 90° FROM THE WATER MAIN, SERVICE LATERALS SHALL BE SEPARATELY CONNECTED TO THE WATER MAIN, NOT SPLICED TOGETHER.
- THE CONTRACTOR SHALL CUT A "W" INTO CONCRETE CURB, LOCATED INSIDE OF A PAINTED BLUE SQUARE, LOCATED DIRECTLY IN FRONT OF EACH SERVICE LATERAL.
- THE CONTRACTOR SHALL INSTALL CURB STOP, IN METER BOX, CURB STOP SHALL BE SET 8" BELOW FINISHED GRADE.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL IN-LINE VALVES ON WATER MAINS AT 1,000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED ON ALL TEES AND CROSSES. WATER MAINS SHALL BE PLACED UNDER SIDEWALKS WHERE POSSIBLE.
- ALL WATERMANS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 TIMES). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
- THE CONTRACTOR SHALL DEMONSTRATE THAT LOCATION WIRE INSTALLED OVER ALL WATER MAINS IS IN WORKING CONDITION AT TIME OF ACCEPTANCE BY THE CITY.
- ALL NEW SUBDIVISION CONSTRUCTION SHALL INSTALL DOUBLE POTABLE WATER SERVICES AT THE PROPERTY LINES.

**CoWG – WASTEWATER SYSTEM NOTES:**

- SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26 (MINIMUM), FITTINGS SHALL BE SDR-26. DUCTILE IRON IS NOT APPROVED FOR SANITARY SEWERS.
- ALL SERVICES SHALL BE 6" (MINIMUM) DIAMETER AND TERMINATE AT THE PROPERTY LINE WITH 6" CLEAN OUT. (36" TO 48" DEEP AT LOT LINE)
- MAGNETIC TAPE MUST BE PLACED 2" ABOVE THE TOP OF PIPE FOR THE ENTIRE LENGTH OF ALL MAINS AND SERVICES.
- ALL SANITARY MANHOLES SHALL BE PAINTED INSIDE AND OUT WITH "BITUMASTIC SUPER SERVICE BLACK", BY KOPPERS OR APPROVED EQUAL. MANHOLES RECEIVING FLOW FROM FORCE MAINS SHALL BE LINED WITH FIBERGLASS OR HOPE AT THE PRECASTERS FACILITY.
- ALL PIPE CONNECTIONS TO PRE-CAST MANHOLES SHALL BE MADE USING A FLEXIBLE EPDM RUBBER BOOT AND STAINLESS STEEL STRAP OR CAST IN BOOT BY A-LOK, Z-LOK OR EQUAL.
- CONNECTIONS MADE TO EXISTING MANHOLES SHALL BE CORE BORED WITH A MINIMUM 6" BORE AND CONNECTION SEALED WITH FLEXIBLE BOOT AND STAINLESS STEEL CLAMP.
- DEAD END MANHOLES SHALL HAVE A MINIMUM OF 5 FEET OF COVER FROM FINISHED GRADE TO OUTLET PIPE INVERT.
- ALL PRECAST SEWER MANHOLES SHALL HAVE A 4 FOOT MINIMUM HIGH BARREL CONE SECTIONS SHALL BE 3 FOOT MAXIMUM. CONCRETE DONUTS FOR EXTENDING ARE ACCEPTABLE TO RAISE MANHOLES UP TO 1 FOOT MAXIMUM.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL BALCENTRIC PLUG VALVES IN FORCE MAINS AT 1000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED AT ALL TEES AND CROSSES.
- THE CONTRACTOR SHALL CUT A "S" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED GREEN SQUARE BOX, IN FRONT OF EACH SERVICE LOCATION.
- THE CONTRACTOR SHALL PROVIDE TV INSPECTION OF ALL SANITARY SEWER MAINS AFTER SYSTEM IS COMPLETED, THOROUGHLY CLEANED, DRAINED AND FULLY VISIBLE. TV INSPECTION SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS. FAULTY INSPECTION DUE TO POOR CONDITIONS WILL REQUIRE REINSPECTION BY CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE A (WARRANTY) TV INSPECTION AT THE TWO YEAR IN SERVICE MILESTONE FOR EACH SYSTEM.
- THE CONTRACTOR SHALL PROVIDE SANITARY SEWER TESTING, EXFILTRATION OR AIR, AS REQUIRED BY DESIGN ENGINEER AND SUBMIT CERTIFIED RESULTS TO THE CITY ENGINEER.
- GRAVITY SEWERS DEPTHS SHALL NOT EXCEED 18 FEET.
- THE DESIGN ENGINEER SHALL PROVIDE A MINIMUM OF ONE FOOT OF FREEBOARD BETWEEN THE LOWEST FINISHED FLOOR ELEVATION AND THE TOP ELEVATION OF THE WET WELL.
- ALL PENETRATIONS INTO CONCRETE STRUCTURES SHALL BE PRE-CAST OR CORE-DRILLED.
- WARRANTY – ALL MATERIALS & EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR SHALL BE WARRANTED FOR A PERIOD OF TWO YEARS FROM THE DATE OF FINAL ACCEPTANCE THEREOF AGAINST DEFECTIVE MATERIALS, DESIGN, AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE CITY OF FAILURE OF ANY PART OF THE WARRANTED EQUIPMENT OR MATERIALS DURING THE WARRANTY PERIOD, THE AFFECTED PART, PARTS, OR MATERIALS SHALL BE PROMPTLY REPLACED BY THE CONTRACTOR WITH NEW PARTS OR MATERIALS AT NO EXPENSE TO THE CITY. IN THE EVENT THE CONTRACTOR FAILS TO MAKE THE NECESSARY REPLACEMENT OR REPAIRS IMMEDIATELY AFTER NOTIFICATION, THE CITY MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

**CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF SEWER LINES**

**GENERAL:**

- ALL NEW SANITARY SEWER LINES, PRIVATE OR CITY MAINTAINED, IN THE CITY OF WINTER GARDEN'S SERVICE AREA SHALL BE INSPECTED BY CLOSED CIRCUIT TV INSPECTION BY THE CONTRACTOR WITH A CITY INSPECTOR PRESENT PRIOR TO BEING ACCEPTED BY THE CITY.
- REQUIREMENTS PRIOR TO INSPECTION RELEASE:**
- ALL ELEMENTS OF THE SEWER SYSTEM MUST BE INSTALLED AND BE COMPLETELY FINISHED, INCLUDING MAIN SEWER LINES, LATERALS, CLEAN OUTS, AND MANHOLES PRIOR TO CCTV INSPECTION.
  - ALL SEWER LINES SHALL BE COMPLETELY CLEANED OF ALL DEBRIS, SAND, WATER, ETC. PRIOR TO THE CCTV INSPECTION. ANY OBJECT OR MATTER THAT PREVENTS CCTV INSPECTION FROM VIEWING CONDITION OF PIPELINE IS CONSIDERED AN OBSTRUCTION REQUIRING ADDITIONAL CLEANING. WHEN CCTV VIEW IS OBSTRUCTED, INSPECTION SHALL BE TERMINATED. THE CONTRACTOR SHALL CLEAN THE SEWER SYSTEM COMPLETELY AND RESCHEDULE CCTV RE-INSPECTION WITH THE CITY.
  - A HYDRAULIC SEWER CLEANER SHALL NOT BE USED DURING THE CCTV INSPECTION. IF LINES ARE FOUND TO BE OBSCURED BY WATER OR DEBRIS DURING THE CCTV INSPECTION, THE INSPECTION SHALL BE TERMINATED AND RESCHEDULED TO A TIME WHEN SEWER CLEANING IS COMPLETE.
  - WHEN A SEWER LINE IS UNDER A PAVED AREA, THE AREA SHALL BE COMPACTED AND PRIMED BEFORE THE SYSTEM SHALL BE RELEASED FOR TV INSPECTION.

**TELEVISION EQUIPMENT MINIMUM REQUIREMENTS:**

- THE CLOSED CIRCUIT TV CAMERA SHALL PRODUCE A CLEAR COLOR PICTURE ON THE MONITOR AND ON THE DVD RECORDING. THE CAMERA SHALL BE ABLE TO SHOW DETAIL TO THE POINT THAT ALL JOINTS AND ANY DEFECTS MAY BE READILY SEEN AT THE TIME OF THE INSPECTION. THE CAMERA SHALL STOP AND PAN AT EACH JOINT FOR COMPLETE 360 DEGREE INSPECTION.
- REFER TO APPENDIX B OF THE REFERENCED STANDARDS FOR SPECIFICATION OF CLOSED CIRCUIT TELEVISION INSPECTION EQUIPMENT.
- THE VIDEO RECORDER SHALL PRODUCE A NO NOISE STILL PICTURE, AND PROVIDE BOTH AUDIO AND VIDEO DURING THE INSPECTION.
- A MEASURING DEVICE, APPROVED BY THE CITY, TO CHECK THE GRADE OF THE PIPE DURING THE INSPECTION, SHALL BE REQUIRED. GAUGE DEPTH, 0" TO 2" MIN. WITH 1/2" MARKINGS.
- AUDIO OF THE INSPECTION SHALL BE SIMULTANEOUSLY RECORDED ON DVD DISC. THE AUDIO SHALL CONSIST OF ORDINARY DESCRIPTION AND COMMENTARY. A TAPE WILL BE GIVEN TO THE INSPECTOR ON SITE AT THE END OF THE DAY.

**PROCEDURE FOR TELEVISION**

- THE CITY'S ENGINEERING DIVISION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS NOTICE PRIOR TO THE TIME PLANNED FOR THE TV INSPECTION TO COMMENCE, A DEFINITE TIME AND DATE WILL BE AGREED UPON BY THE CONTRACTOR AND INSPECTOR AT THAT TIME.
- NO INSPECTION SHALL COMMENCE WITHOUT THE PRESENCE OF THE INSPECTOR, EXCEPT WHEN PRIOR ARRANGEMENTS HAVE BEEN MADE BETWEEN THE CONTRACTOR, INSPECTOR, AND THE CITY. TV INSPECTION SHALL BE PERFORMED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.
- ALL CCTV INSPECTIONS SHALL COMMENCE UP STREAM OF THE SYSTEM TO PREVENT FOREIGN SUBSTANCES FROM ENTERING A SECTION PREVIOUSLY TELEVIEWED. THE CAMERA SHALL BE STARTED FROM THE DOWNSTREAM MANHOLE AND PROCEED UPSTREAM IN DIRECTION OPPOSING THE NORMAL FLOW IN THE LINE. THIS PROCEDURE WILL ALLOW FOR THE VIEWING OF THE SERVICE LATERALS.
- BEFORE THE CAMERA IS PLACED IN THE SEWER LINE, WATER WITH YELLOW OR ORANGE DYE SHALL BE PUT INTO THE UPSTREAM MANHOLE OF THE SECTION BEING TELEVIEWED. CAMERA WILL HAVE A GAUGE SHOWING 1/2" MARKS FROM 1/2" TO 2-1/2". THIS WILL ENABLE THE CAMERA TO DETECT ANY CHANGES IN GRADE THAT MAY BE PRESENT IN THE SYSTEM.
- THE CCTV AND DVD RECORDER SHALL BE TURNED ON BEFORE THE CAMERA IS PLACED IN THE MANHOLE FOR INSPECTION AND SHALL NOT BE TURNED OFF UNTIL THE CAMERA IS REMOVED FROM THE MANHOLE. THE CAMERA SHALL BE MOVED THROUGH THE LINE UNDER THE CONTROL OF THE CCTV CAMERA OPERATOR. THE CAMERA SHALL BE DRAWN THROUGH THE LINE AT A RATE NOT TO EXCEED THIRTY (30) FEET PER MINUTE AND SHALL STOP AT ALL SERVICE CONNECTIONS AND PIPE JOINTS IN THE PIPELINE.
- A DVD RECORDING SHALL BE MADE OF THE ENTIRE SYSTEM BEING TELEVIEWED. THIS SHALL BECOME THE PROPERTY OF THE CITY UPON COMPLETION OF THE TV INSPECTION (NOT A COPY). THE TAPE(S) SHALL BE LABELED IN SUCH A MANNER THAT STATES THE PROJECT NAME, DATE OF INSPECTION AND LINE SECTION ACCORDING TO CONSTRUCTION PLANS CONTAINED ON EACH TAPE. A WRITTEN REPORT SHALL ACCOMPANY THE DVD DISC.

**CoWG RECLAIMED WATER SYSTEM GENERAL NOTES:**

- ALL PRIVATE RECLAIMED WATER SYSTEMS SHALL HAVE A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.
- REPAIRS TO NEW WATER LINES, TO OBTAIN SPECIFIED PRESSURE TEST, WILL BE ALLOWED ONLY UP TO A NUMBER EQUAL TO 10% OF THE TOTAL NUMBER OF JOINT CONNECTIONS.
- ALL MAINS AND SERVICE LATERALS SHALL BE HYDROSTATICALLY TESTED AT 150 PSI FOR A TWO HOUR PERIOD.
- WARNING TAPE, NON-DETECTABLE, SIZE 2" WITH "REUSE WATER LINE BELOW", MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES, NUMBER 10 GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE, AT LEAST FIVE TIMES PER JOINT. THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT. THE CONTRACTOR SHALL DEMONSTRATE THE LOCATE WIRE TO BE IN WORKING CONDITION AT PROJECT COMPLETION.
- THE CONTRACTOR SHALL INSTALL RECLAIMED WATER MAINS PER MoSS/CoWG, SOLVENT CEMENTED JOINTS AND THRUST BLOCKS SHALL NOT BE ALLOWED.
- REUSE WATER MAIN SHALL BE BURIED TO A MINIMUM DEPTH OF 36" AND A MAXIMUM DEPTH 42" BELOW FINAL GRADE.
- SERVICE LATERALS MUST BE LOCATED A UNIFORM DISTANCE APART AND ALIGNED TO PROPERTY LOT LINE AT 90° FROM THE RECLAIMED WATERMAIN.
- CUSTOMER SERVICE LATERALS SHALL NOT BE SPLICED TOGETHER BETWEEN THE WATER MAIN AND CURB STOP.
- THE CONTRACTOR SHALL CUT CURB A "RW" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED SQUARE (PURPLE), DIRECTLY IN FRONT OF EACH SERVICE LATERAL AND VALVE.
- THE CONTRACTOR SHALL SET DEPTH OF CURB STOP, IN METER BOX, 8" BELOW FINISHED GRADE.
- THE CONTRACTOR SHALL INSTALL VALVE(S) IN MAIN, NO MORE THAN 1,000 FEET APART IN BETWEEN TEES AND CROSSES. VALVES SHALL BE PROVIDED AT EACH TEE OR CROSS LOCATED IN MAIN LINE.
- RECLAIMED WATER MAINS MAY BE LOCATED UNDER SIDEWALKS. RECLAIMED MAINS LOCATED UNDER PAVEMENT SHOULD BE MINIMIZED.
- ALL WATERMANS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 TIMES). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
- RECLAIMED WATERMAIN MAINS SHALL BE 8 INCH DIAMETER MINIMUM, 4 INCH IS ALLOWED ON DEAD END RUNS SERVING LESS THAN 20 HOMES. THE DESIGN ENGINEER SHALL SUBMIT HYDRAULIC CALCULATIONS THAT DEMONSTRATE THE PROPOSED SYSTEM WILL PROVIDE REQUIRED FLOWS AND MAINTAIN SYSTEM ABOVE MINIMUM PRESSURE. PEAK IRRIGATION RATE SHALL BE SIX(6) TIMES GREATER THAN THE AVERAGE IRRIGATION RATE OF FLOW.
- RECLAIMED WATER SYSTEM COMPONENTS INCLUDING PIPE, VALVE BOX TOPS AND METER BOX TOPS SHALL BE RECLAIMED PURPLE IN COLOR.

**CoWG – THRUST RESTRAINT TABLE**

RESTRAINED FORCE MAIN PIPE TABLE									
MINIMUM LENGTH(FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)									
	PIPE SIZE								
	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	19	25	30	34	44	52	60	70	80
45° BEND	8	10	12	14	18	21	25	30	34
22-1/2° BEND	4	5	6	7	9	10	12	14	16
11-1/4° BEND	2	3	4	5	6	7	8	9	10
PLUG, DEAD END OR BRANCH OF TEE	40	52	63	72	93	111	130	155	178
VALVE	20	25	32	36	47	56	78	116	89

RESTRAINED WATER AND RECLAIMED PIPE TABLE									
MINIMUM LENGTH(FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)									
	PIPE SIZE								
	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	29	37	44	51	65	77	89	105	120
45° BEND	12	15	18	21	27	32	37	44	50
22-1/2° BEND	6	7	9	10	13	15	18	21	24
11-1/4° BEND	3	4	5	6	7	8	9	10	12
PLUG, DEAD END OR BRANCH OF TEE	59	77	93	108	138	166	194	231	265
VALVE	59	77	93	108	138	166	194	231	265

**CoWG THRUST RESTRAINT NOTES:**

- THE TABLES INDICATE MINIMUM LENGTHS OF RESTRAINED JOINTS ON EACH SIDE OF FITTINGS AND CHANGES IN DIRECTION. WHERE PRACTICAL, FULL LENGTHS OF RESTRAINED PIPE SHALL BE LAID TO ACHIEVE THE REQUIRED MINIMUM RESTRAINT.
- WHERE COMBINATIONS OF FITTINGS ARE USED, THE PIPING BETWEEN THE FITTINGS SHALL BE RESTRAINED. THE MINIMUM RESTRAINED LENGTH OF PIPE REQUIRED UPSTREAM AND DOWNSTREAM OF THE COMBINATION OF FITTINGS SHALL BE DETERMINED ON THE BASIS OF ONE EQUIVALENT FITTING (I.E., 2-45 DEGREE BENDS WILL BE CONSIDERED AS THOUGH A 90° BEND WERE LOCATED MIDWAY BETWEEN THE TWO 45° BENDS).
- FOR PIPE THAT IS ENCASED IN POLYETHYLENE, RESTRAINED JOINTS MINIMUM LENGTHS SHALL BE INCREASED BY 50 PERCENT.
- FOR FITTINGS OTHER THAN THOSE PRESENTED IN THE ABOVE TABLES, RESTRAINED JOINT LENGTHS SHALL BE DETERMINED IN ACCORDANCE WITH "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" BY THE DUCTILE IRON PIPE RESEARCH ASSOCIATION. RESTRAINED JOINT LENGTHS FOR A GIVEN PRESSURE RANGE SHALL BE BASED ON THE MAXIMUM PRESSURE FOR THE TEST PRESSURE RANGE, SM (SAND SILT) SOIL, 3-FEET DEPTH, LAYING CONDITION NO. 3 AND FACTOR OF SAFETY OF 1.5.
- IN-LINE VALVES: PROVIDE MECHANICAL RESTRAINT ON EACH SIDE OF THE VALVE.
- ALL RECLAIMED WATER PIPING SHALL BE HYDROSTATICALLY TESTED AT A PRESSURE OF 150 PSI. ALL WASTEWATER PIPING SHALL BE HYDROSTATICALLY TESTED AT A PRESSURE OF 100 PSI.

HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS												
PROPOSED UTILITY	POTABLE WATER		RECLAIMED WATER		SANITARY SEWER (GRAVITY)		SANITARY SEWER (FORCEMAIN)		STORM WATER		ACCEPTABLE VARIANCES	
	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.		
POTABLE WATER	-	-	3'	12"	6'	12"	6'	12"	3'	-	6" A 12" B	SEE GENERAL NOTES, NO. 4 & 5
RECLAIMED WATER	3'	12"	-	-	3'	12"	6" A 12" B	3'	12"	-	-	-
SANITARY SEWER (GRAVITY)	6'	12"	3'	12"	-	-	-	-	-	-	-	-
SANITARY SEWER (FORCEMAIN)	6'	12"	3'	12"	-	-	-	-	-	-	-	-

**GENERAL NOTES:**

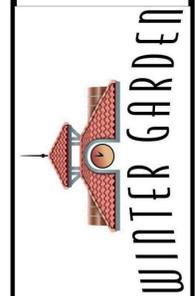
- THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.D.E.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.). THESE SEPARATION REQUIREMENTS SHALL APPLY BETWEEN NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.
- FOR THE PURPOSE OF THIS TABLE, RECLAIMED WATER SHALL MEAN UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 182-610, CHAPTER III. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATIONS LISTED FOR SANITARY SEWER SHALL APPLY.
- ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED. CRITERION PRODUCING GREATER CLEARANCE SHALL BE USED.
  - A - DENOTES POTABLE WATER ABOVE RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER ABOVE SANITARY SEWER.
  - B - DENOTES POTABLE WATER BELOW RECLAIMED WATER, SANITARY SEWER OR STORM WATER; OR RECLAIMED WATER BELOW SANITARY SEWER.
- UTILITY SEPARATION – VERTICAL CLEARANCE MITIGATION
  - A. WHERE WATER AND GRAVITY SANITARY SEWER MAINS CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE OR THE SEWER MAIN IS ABOVE THE WATER MAIN, THE SANITARY SEWER WILL BE 20 FEET OF EITHER:
    - DUCTILE IRON PIPE, CENTERED ON THE POINT OF CROSSING, OR;
    - CONCRETE ENCASED VITRIFIED CLAY, OR;
    - PVC PIPE UPGRADED TO WATER MAIN STANDARDS AND PRESSURE TESTED.
  - B. WHERE WATER MAINS AND STORM SEWER PIPES CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE, THE WATER MAIN SHALL BE 20 FEET OF DUCTILE IRON PIPE CENTERED ON THE POINT OF CROSSING.
  - C. SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
- UTILITY SEPARATION – HORIZONTAL SEPARATION MITIGATION
  - A. WHEN A WATER MAIN PARALLELS A GRAVITY SANITARY SEWER MAIN, A SEPARATION (MEASURED EDGE TO EDGE) OF AT LEAST SIX FEET SHOULD BE MAINTAINED, WHERE THIS SEPARATION IS NOT MET, ONE OF THE FOLLOWING MUST OCCUR:
    - THE WATER MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER, OR;
    - IF BOTH SANITARY SEWER AND POTABLE WATER MAINS ARE PROPOSED AND THE ABOVE (1.) IS NOT MET, THE SANITARY SEWER PIPES SHALL BE UPGRADED TO THE EQUIVALENT PIPE MATERIAL AS THE WATER MAIN AND PRESSURE TESTED.
    - IF THE SANITARY SEWER IS EXISTING AND THE POTABLE WATER MAIN IS PROPOSED, THE WATER MAIN SHALL, AT A MINIMUM, BE UPGRADED TO DUCTILE IRON PIPE, CONSTRUCTED IN SEPARATE TRENCHES, LAID AT A HIGHER ELEVATION THAN THE SANITARY SEWER, AND UTILIZE STAGGERED JOINTS.
  - B. SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
  - NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY OR STORM WATER MANHOLE OR STRUCTURE.

**WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:**

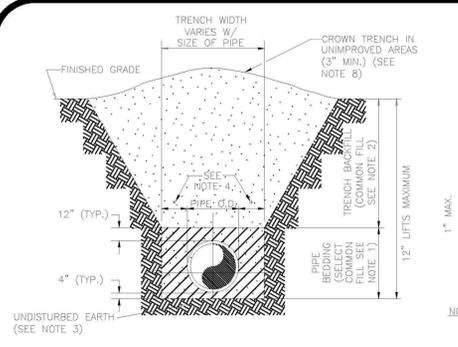
THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES, OR SPECIFICATIONS ARE AS PROVIDED BY THE CITY AND HAVE NOT BEEN REVISED OR MODIFIED WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR UTILITY DIRECTOR.

NO.	ITEM	DATE
1	General Notes	4/4/14
2	Revised Water & Sewer Notes	4/4/14

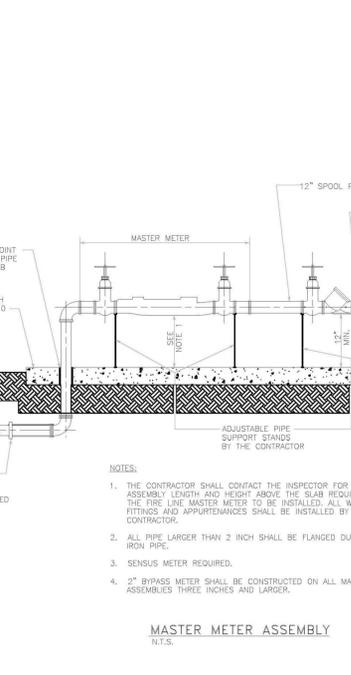
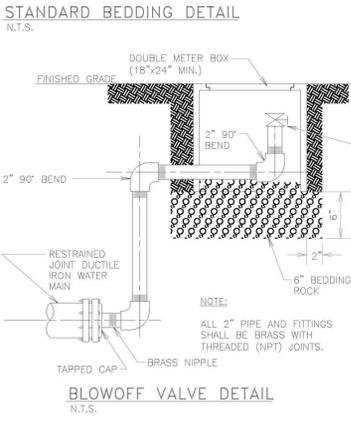
CITY OF WINTER GARDEN, FLORIDA  
STANDARDS AND SPECIFICATIONS  
For Utilities Construction



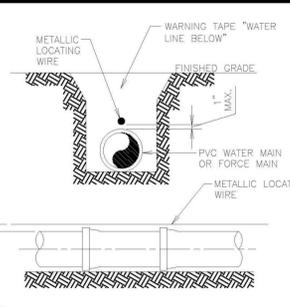
STANDARD DETAILS  
FOR  
UTILITIES SYSTEMS



- NOTES:**
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
  2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
  3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
  4. (\*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" LARGER.
  5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
  6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
  7. REFER TO SECTION 32.5 OF THE CITY OF WINTER GARDEN MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION FOR SHEETING AND BRACING IN EXCAVATIONS.
  8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OF WINTER GARDEN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

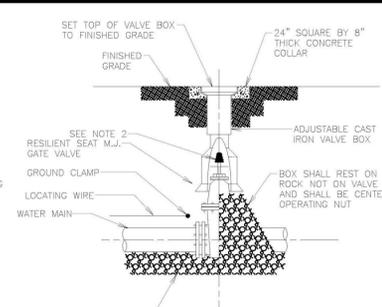


**MASTER METER ASSEMBLY**  
N.T.S.



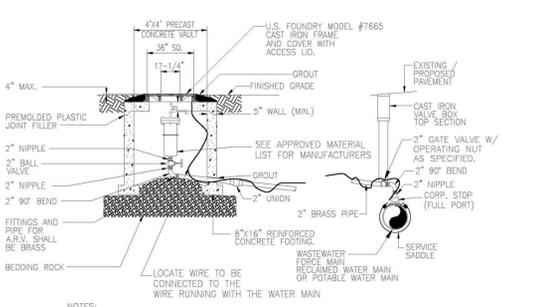
- NOTES:**
1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE ATTACHED TO THE TOP OF PIPE WITH DUCT TAPE, AT LEAST 5 TIMES PER JOINT.
  2. LOCATING ROD SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING ABOVE TOP OF BOX 1/2" SO AS NOT TO INTERFERE WITH VALVE OPERATION.

**PVC PIPE LOCATING WIRE DETAIL**  
N.T.S.



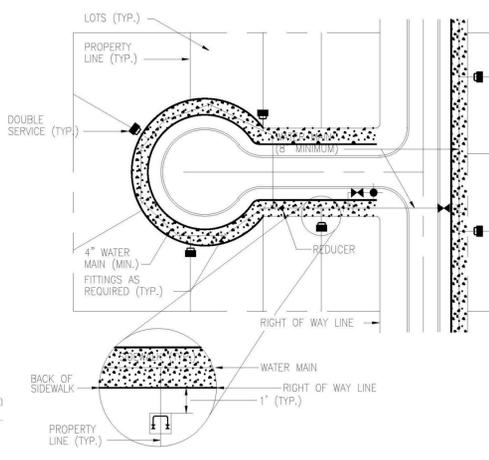
- GENERAL NOTES:**
1. PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
  2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

**GATE VALVE AND VALVE BOX DETAIL**  
N.T.S.



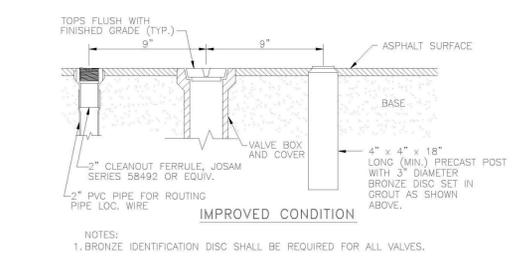
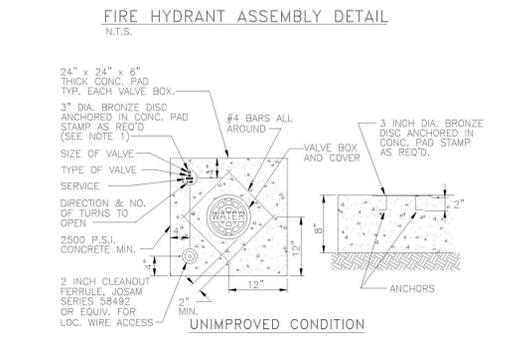
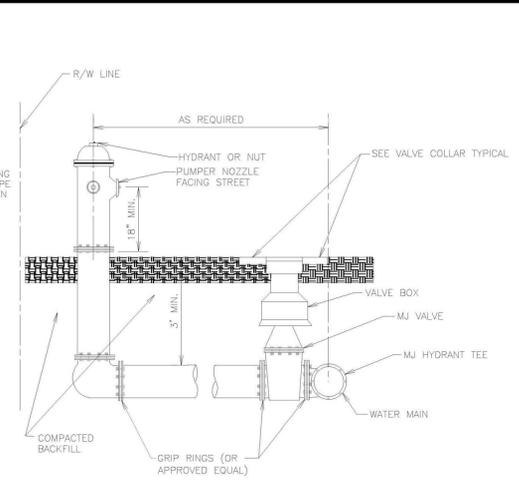
- NOTES:**
1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
  2. DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  3. PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
  4. INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
  5. CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
  6. COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION, "SEWER" "RECLAIMED WATER OR POTABLE WATER".
  7. NO GALVANIZED PIPE/VALVES.
  8. LOCATE WIRE IN THE ARV VAULT SHALL BE SPLICED TO THE WIRE RUNNING WITH THE WATER MAIN AND EXCESS WIRE TO BE PLACED IN ARV VAULT. THE POINT OF CONNECTION AT THE MAIN SHALL HAVE A WATER PROOF CONNECTOR.

**OFFSET TYPE AIR RELEASE VALVE ASSEMBLY**  
N.T.S.



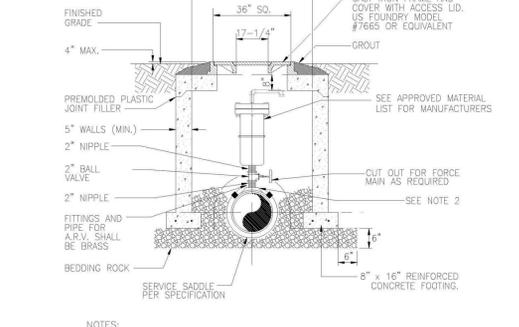
- NOTES:**
1. ANCHORING TYPE 90° BEND SHALL ONLY BE USED WHERE RIGHT-OF-WAY CONSTRUCTIONS WILL NOT ALLOW INSTALLATION OF A STRAIGHT ASSEMBLY.
  2. METER BOX TO BE INSTALLED BY THE CONTRACTOR.

**CUL-DE-SAC LOOPING AND METER BOX PLACEMENT DETAIL**  
N.T.S.



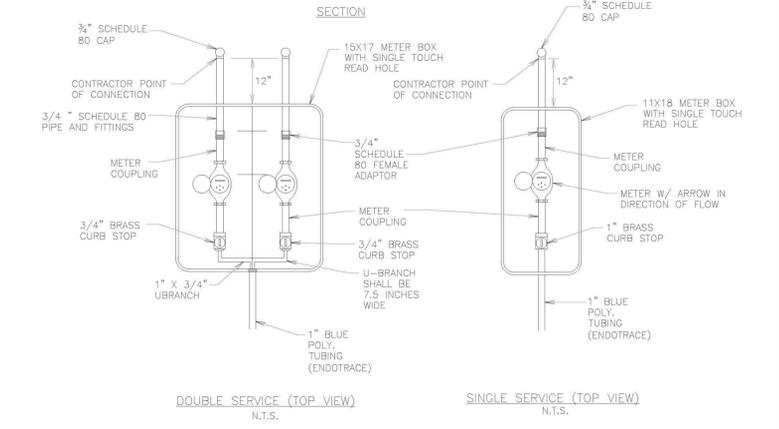
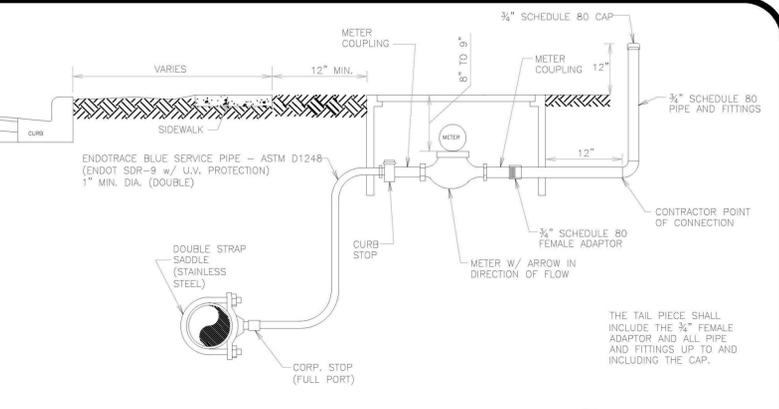
- NOTES:**
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES.

**VALVE BOX COLLAR**  
N.T.S.



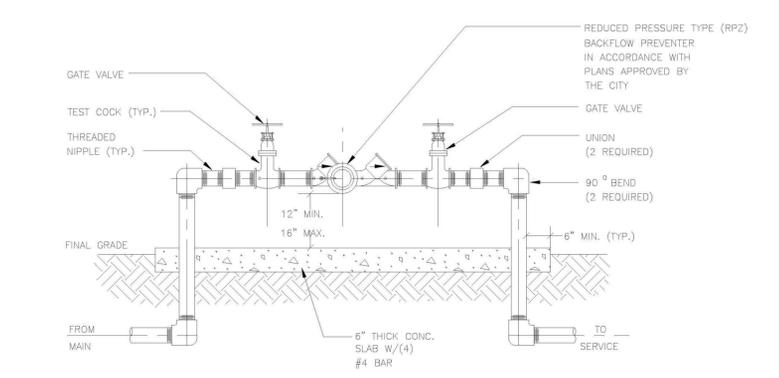
- NOTES:**
1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 3.0 FEET.
  2. DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  3. PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
  4. INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
  5. CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
  6. COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION AND "POTABLE WATER".
  7. NO GALVANIZED PIPE/VALVES.

**POTABLE WATER SYSTEM AIR RELEASE VALVE AND VAULT**  
N.T.S.



- NOTES:**
1. ALL FITTINGS BETWEEN THE WATER MAIN AND THE METER COUPLING SHALL BE BRASS WITH COMPRESSION/PACK JOINT CONNECTIONS.
  2. NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
  3. EACH SERVICE SHALL TERMINATE IN A METER BOX ASSEMBLY, WHICH SHALL BE PLACED TO GRADE IN THE UTILITY EASEMENT AT THE PROPERTY LINE(S) OF THE LOT(S) TO BE SERVED.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION TO AND INCLUDING THE METER BOX ASSEMBLY. THE CITY SHALL FURNISH THE METER AND THE TAIL PIECE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING THE METER BOX ASSEMBLY TO FINISH GRADE AND MAKING ANY GRADE ADJUSTMENTS TO THE METER BOX IF REGRADING OCCURS.
  5. ALL SERVICE LINES SHALL BE POLY ENDOTRACE PIPE AND SHALL BE BLUE IN COLOR W/WIRE.
  6. THE POINT OF CONNECTION IS LOCATED ONE FOOT BEYOND THE METER BOX. THE PLUMBER/CUSTOMER SHALL BE RESPONSIBLE FOR MAINTENANCE BEYOND THE POINT OF CONNECTION.
  7. IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

**POTABLE WATER SINGLE AND DOUBLE SERVICE DETAIL**  
N.T.S.



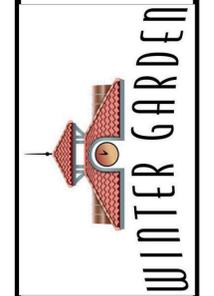
- NOTES:**
1. ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED 80% UNFINISHED GALVANIZED PIPE WILL BE APPROVED.
  2. ALL PIPE LARGER THAN 2" SHALL BE FLANGED DUCTILE IRON PIPE.
  3. NO GALVANIZED PIPE ALLOWED.

**BACKFLOW PREVENTER DETAIL**  
N.T.S.

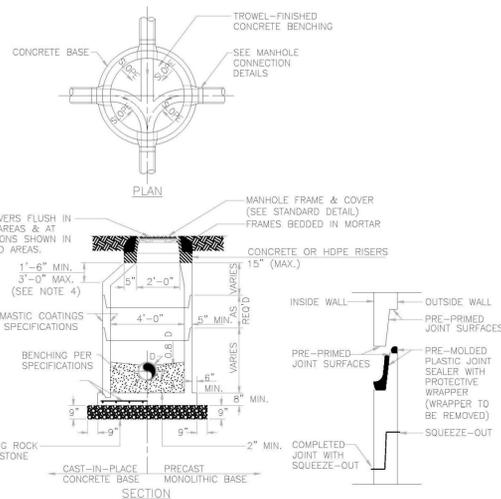
WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:  
THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES, OR SPECIFICATIONS ARE AS PROVIDED BY THE CITY AND HAVE NOT BEEN REVISED OR MODIFIED WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR UTILITY DIRECTOR.

NO.	ITEM	DATE
1	WATER SERVICE	4/3/14
2	ARV DETAILS	4/3/14

CITY OF WINTER GARDEN, FLORIDA  
STANDARDS AND SPECIFICATIONS  
For Utilities Construction

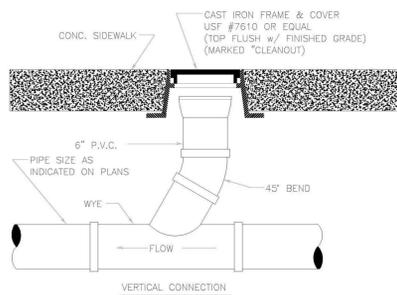


STANDARD DETAILS FOR POTABLE WATER SYSTEMS

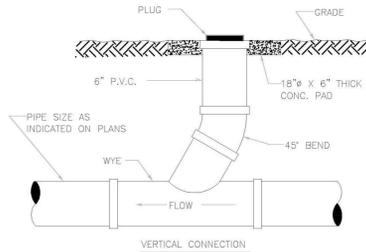


- NOTES:**
- DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS. ALL DROPS TO BE OUTSIDE OF THE MANHOLE.
  - E-Z RAPP OUTSIDE ALL JOINTS
  - GROUT WITH NON-SHRINKING GROUT INSIDE JOINTS
  - NO CONES OVER 3 FT. TALL
  - ALL PRECAST CONCRETE SHALL BE COATED INSIDE AND OUTSIDE WITH COAL TAR EPOXY, MINIMUM 16 MIL DMT.

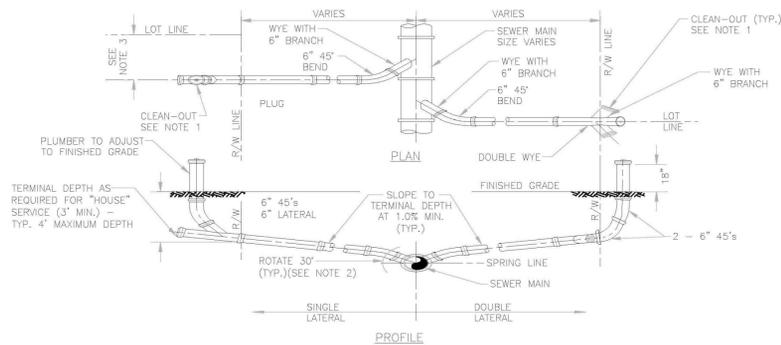
**PRECAST CONCRETE SANITARY MANHOLE**  
N.T.S.



**CLEAN OUT DETAIL FINISHED BUILDOUT (IN PAVED AREA)**  
N.T.S.

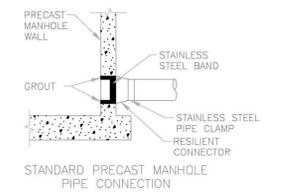
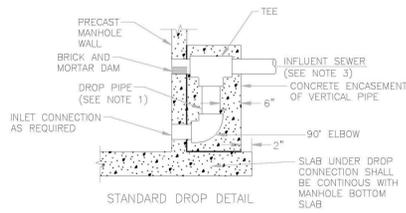


**CLEAN OUT DETAIL FINISHED BUILDOUT (IN UNPAVED AREA)**  
N.T.S.



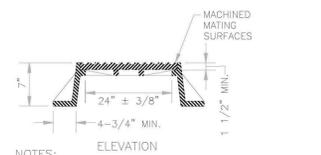
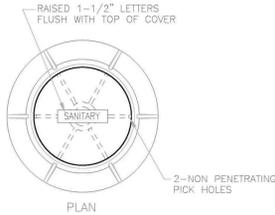
- NOTES:**
- CLEANOUT SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH STANDARD PLUMBING CODE.
  - INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
  - WYES AND 45° BENDS SHALL BE PVC (SDR 26).
  - LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE, 25' MAXIMUM.

**SANITARY SEWER SERVICE LATERAL DETAIL**  
N.T.S.

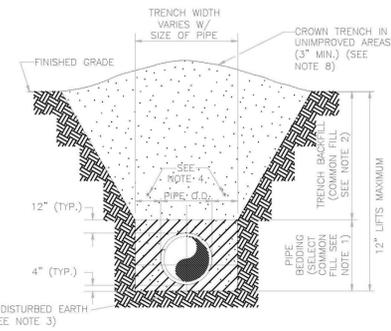


- NOTES:**
- DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
  - AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 2' OR MORE ABOVE THEIR MANHOLE INVERT.

**SANITARY MANHOLE CONNECTION DETAILS**  
N.T.S.

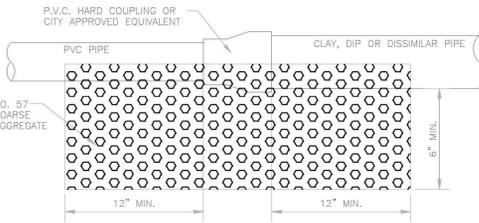


- NOTES:**
- MANHOLE FRAME & COVER SHALL BE 24" OPENINGS, USE #AS-225 AS MANUFACTURED BY U.S. FOUNDRY & MFG. CORP. OR APPROVED EQUAL.
  - RAIN STOPPER LIDS OR RAIN GUARD LIDS (LFVHS) REQUIRED.
- STANDARD MANHOLE FRAME AND COVER**  
N.T.S.



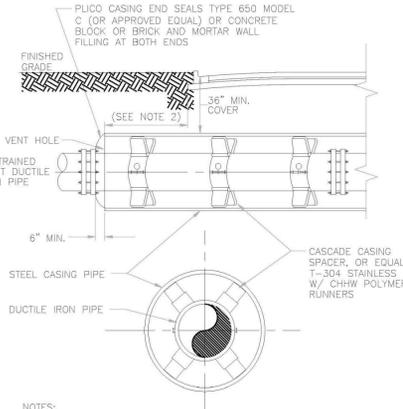
- NOTES:**
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
  - TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
  - PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
  - (\*) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
  - WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
  - ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
  - REFER TO SECTION 32.5 OF THE ORANGE COUNTY MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION FOR SHEETING AND BRACING IN EXCAVATIONS.
  - FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OF WINTER GARDEN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

**STANDARD BEDDING DETAIL**  
N.T.S.



- NOTE:**
- FIELD VERIFY MATERIALS OF EXISTING PIPES TO SELECT PROPER CONNECTOR.
  - HARBCO COUPLING OR APPROVED EQUIVALENT FOR ALL PIPE MATERIALS, UNLESS APPROVED IN WRITING BY THE CITY.

**SEWER MAIN CONNECTION DETAIL**  
N.T.S.

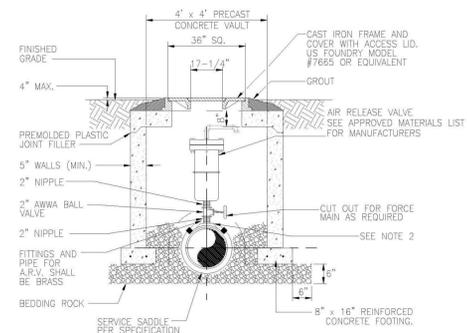


- NOTES:**
- WHERE PRACTICAL, CASING SHALL EXTEND 8' BEYOND EDGE OF PAYMENT AND SHALL NOT BE LESS THAN 6' BEYOND EDGE OF PAYMENT IN ANY CASE.
  - CASING SPACERS AND END SEALS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
  - DESIGN ENGINEER TO DETERMINE NEED FOR SACRIFICIAL ANODE (S) FOR CORROSION CONTROL.

**OFFSET TYPE AIR RELEASE VALVE ASSEMBLY**

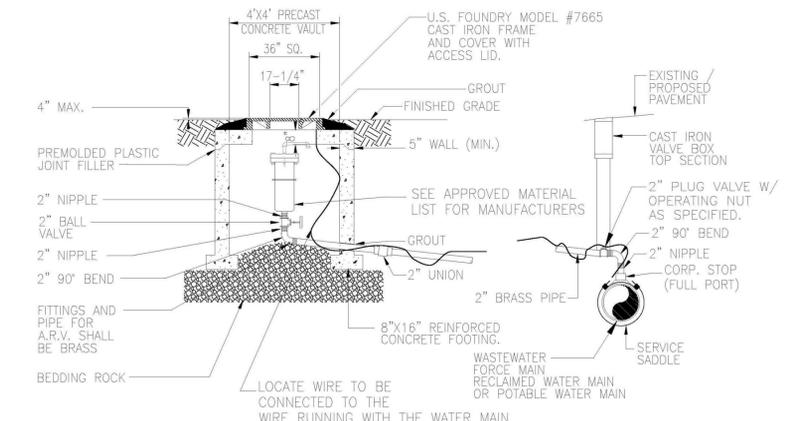
WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES, OR SPECIFICATIONS ARE AS PROVIDED BY THE CITY AND HAVE NOT BEEN REVISED OR MODIFIED WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR UTILITY DIRECTOR.



- NOTES:**
- THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 3.0 FEET.
  - DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  - PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
  - INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
  - CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
  - COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION AND "WASTEWATER".
  - NO GALVANIZED PIPE/VALVES.

**SEWAGE COMBINATION AIR VALVE (SCAV) AND VALVE VAULT**  
N.T.S.



- NOTES:**
- THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
  - DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  - PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
  - INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
  - CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
  - COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION, "SEWER" "RECLAIMED WATER OR POTABLE WATER".
  - NO GALVANIZED PIPE/VALVES.
  - LOCATE WIRE IN THE ARV VAULT SHALL BE SPLICED TO THE WIRE RUNNING WITH THE WATER MAIN AND EXCESS WIRE TO BE PLACED IN ARV VAULT. THE POINT OF CONNECTION AT THE MAIN SHALL HAVE A WATER PROOF CONNECTOR.

NO.	ITEM	DATE
1	SANITARY MANHOLE	4/7/14
2	OFFSET ARV DETAIL	4/7/14

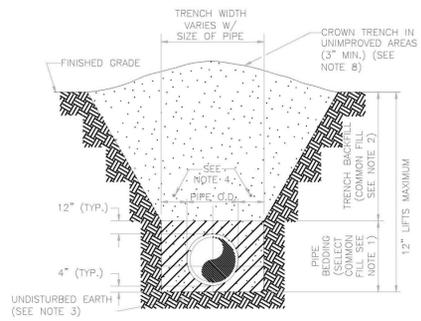
CITY OF WINTER GARDEN, FLORIDA  
STANDARDS AND SPECIFICATIONS  
For Utilities Construction



STANDARD DETAILS FOR WASTEWATER SYSTEMS

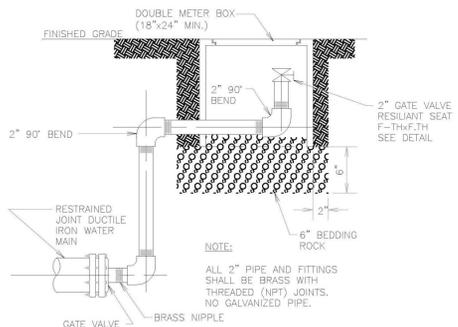
DATE  
JANUARY 2008

SHEET  
**3**

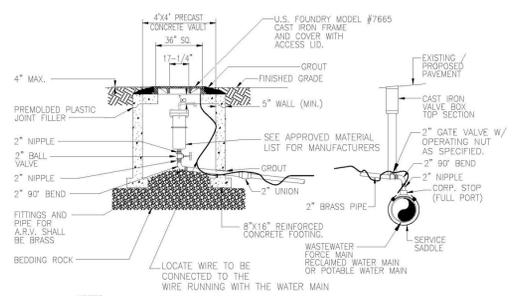


- NOTES:**
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
  2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
  3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE 4 BEDDING AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
  4. (\*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
  5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
  6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
  7. REFER TO SECTION 32.5 OF THE WINTER GARDEN MANUAL OF STANDARDS AND SPECIFICATIONS FOR UTILITIES CONSTRUCTION FOR SHEETING AND BRACING IN EXCAVATIONS.
  8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OF WINTER GARDEN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

**STANDARD BEDDING DETAIL**  
N.T.S.

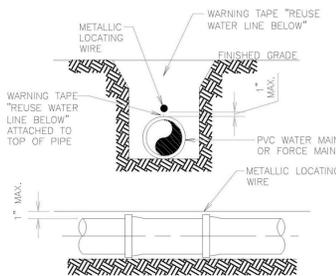


**BLOWOFF VALVE DETAIL**  
N.T.S.



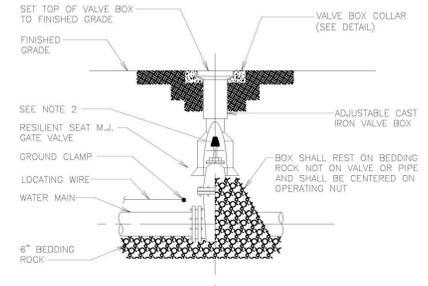
- NOTES:**
1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
  2. DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  3. PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
  4. INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
  5. CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
  6. COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION, "SEWER" RECLAIMED WATER OR POTABLE WATER".
  7. NO GALVANIZED PIPE/VALVES.
  8. LOCATE WIRE IN THE ARV VAULT SHALL BE SPLICED TO THE WIRE RUNNING WITH THE WATER MAIN AND EXCESS WIRE TO BE PLACED IN ARV VAULT. THE POINT OF CONNECTION AT THE MAIN SHALL HAVE A WATER PROOF CONNECTOR.

**OFFSET TYPE AIR RELEASE VALVE ASSEMBLY**  
N.T.S.



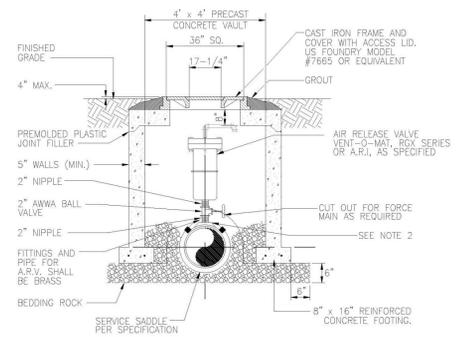
- NOTES:**
1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE ATTACHED TO THE TOP OF PIPE WITH DUCT TAPE AT LEAST 5 TIMES PER JOINT.
  2. LOCATING ROD SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING ABOVE TOP BOX 3\"/>

**PVC PIPE LOCATING WIRE DETAIL**  
N.T.S.



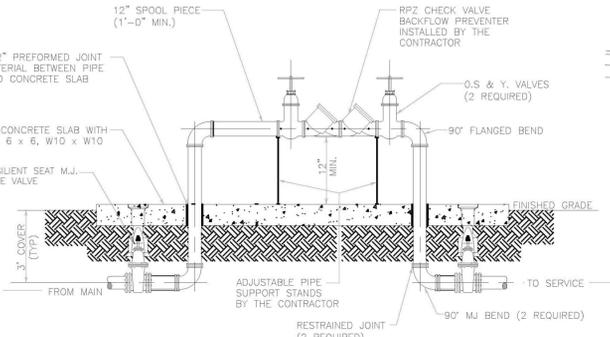
- NOTES:**
1. PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
  2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

**GATE VALVE AND VALVE BOX DETAIL**  
N.T.S.



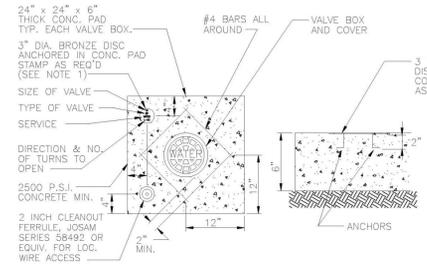
- NOTES:**
1. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 3.0 FEET.
  2. DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  3. PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
  4. INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
  5. CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
  6. COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION AND "RECLAIMED WATER".
  7. NO GALVANIZED PIPE/VALVES.

**RECLAIMED WATER AIR RELEASE VALVE AND VAULT**  
N.T.S.

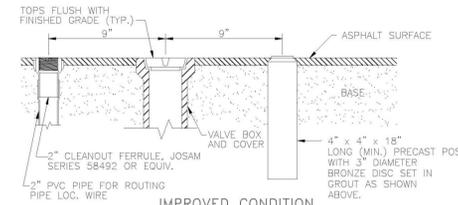


- NOTES:**
1. ALL PIPE AND FITTINGS 2\"/>

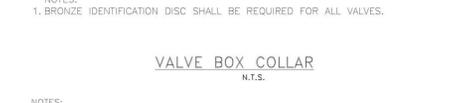
**RECLAIMED WATER JUMPER CONNECTION**  
N.T.S.



**UNIMPROVED CONDITION**

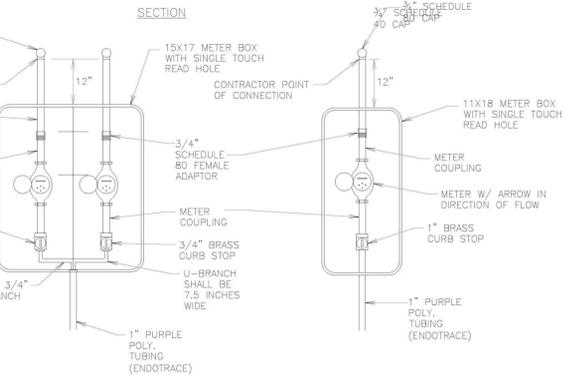
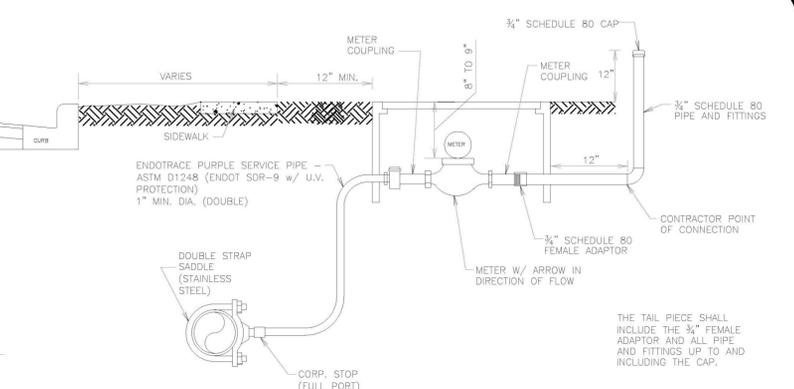


**IMPROVED CONDITION**



- NOTES:**
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES. PROVIDE SIZE, TYPE, SERVICE, DIRECTION AND TURNS TO OPEN STAMPED ON DISC. DISC SHALL BE 3\"/>

**VALVE BOX COLLAR**  
N.T.S.



**RECLAIMED WATER SINGLE AND DOUBLE SERVICE DETAIL**  
N.T.S.

- NOTES:**
1. ALL FITTINGS BETWEEN THE WATER MAIN AND THE METER COUPLING SHALL BE BRASS WITH COMPRESSION/PACK JOINT CONNECTIONS.
  2. NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
  3. EACH SERVICE SHALL TERMINATE IN A METER BOX ASSEMBLY, WHICH SHALL BE PLACED TO GRADE IN THE UTILITY EASEMENT AT THE PROPERTY LINE(S) OF THE LOT(S) TO BE SERVED.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION TO AND INCLUDING THE METER BOX ASSEMBLY. THE CITY SHALL FURNISH THE METER AND THE TAIL PIECE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING THE METER BOX ASSEMBLY TO FINISH GRADE AND MAKING ANY GRADE ADJUSTMENTS TO THE METER BOX IF REGRADING OCCURS.
  5. ALL SERVICE LINES SHALL BE POLY ENDTRACE PIPE AND SHALL BE PURPLE IN COLOR W/WIRE.
  6. THE POINT OF CONNECTION IS LOCATED ONE FOOT BEYOND THE METER BOX. THE PLUMBER/CUSTOMER SHALL BE RESPONSIBLE FOR MAINTENANCE BEYOND THE POINT OF CONNECTION.
  7. IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

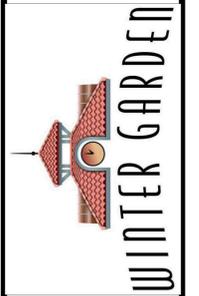
**RECLAIMED WATER SINGLE AND DOUBLE SERVICE DETAIL**  
N.T.S.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES, OR SPECIFICATIONS ARE AS PROVIDED BY THE CITY AND HAVE NOT BEEN REVISED OR MODIFIED WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR UTILITY DIRECTOR.

NO.	ITEM	DATE
1	WATER METER SERVICE	4/7/14
2	ARV DETAILS	4/7/14

CITY OF WINTER GARDEN, FLORIDA  
STANDARDS AND SPECIFICATIONS  
For Utilities Construction



STANDARD DETAILS FOR RECLAIMED WATER SYSTEMS

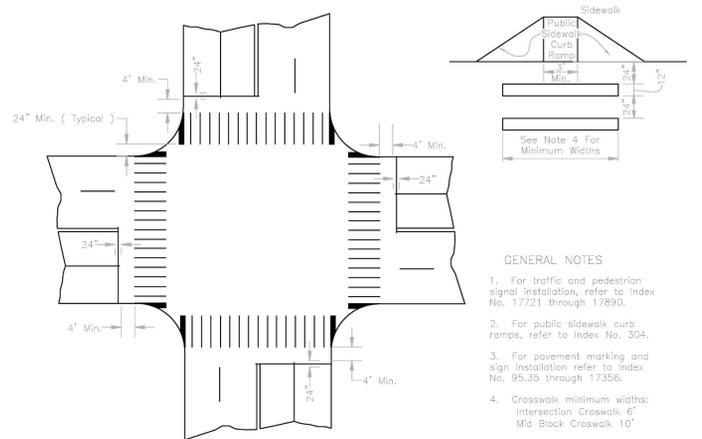
DATE JANUARY 2008  
SHEET

8



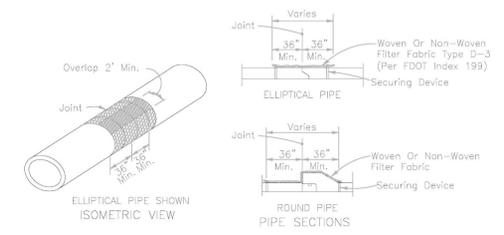
**GENERAL NOTES:**

1. ALL NEW STORM AND SANITARY SEWER LINES IN THE CITY OF WINTER GARDEN SHALL BE SUBJECT TO CLOSED CIRCUIT TV INSPECTION PRIOR TO BEING ACCEPTED BY THE CITY, WHETHER PRIVATE OR CITY MAINTAINED. ALL STORM SEWER PIPE SHALL BE REINSPECTED AT THE YEAR END, COST TO BE PAID BY THE OWNER.
2. PIPE MATERIAL SHALL BE AS SHOWN ON THE CONSTRUCTION PLANS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
3. CONTRACTOR AND OWNER ARE RESPONSIBLE FOR ENSURING THAT ALL CITY, COUNTY, STATE (FDEP, FDOT, SURWMD, ETC.), AND FEDERAL PERMITS HAVE BEEN ISSUED FOR THE PROJECT.
4. ALL STORM SYSTEM MUST BE WATER-TIGHT WITH ALL JOINTS WRAPPED.
5. STORM SYSTEM WILL BE CLEANED PRIOR TO BEING T.V'D.
6. THE OWNER SHALL KEEP A COPY OF THE WATER MANAGEMENT DISTRICT PERMIT, NPDES, NOI AND SWPP PLAN IN A CONSPICUOUS LOCATION ON THE JOB SITE AT ALL TIMES.
7. ALL STORM SEWER MANHOLES FRAME & COVER SHALL BE ASTM 225.
8. CLEAN SAND SHALL CONSIST OF MATERIAL HAVING LESS THAN 5% PASSING THE #200 SIEVE.
9. ONLY CONCRETE RISER RINGS WILL BE ALLOWED TO BE PLACED FOR STORM MANHOLES. ALL RISER RINGS SHALL BE SEALED TO THE STRUCTURE USING WRAPID SEAL. NO MORE THAN 15" WILL BE ALLOWED.
10. STORM SEWER PIPES SHALL MEET ASTM C76 & ASTM C507.
11. ALL STORM SEWER STRUCTURE SECTIONS SHALL BE SEALED WITH WRAPID SEAL.



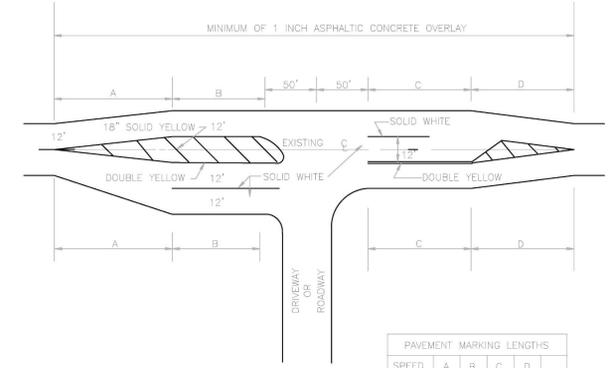
- GENERAL NOTES**
1. For traffic and pedestrian signal installation, refer to index No. 17721 through 17890.
  2. For public sidewalk curb ramps, refer to index No. 304.
  3. For pavement marking and sign installation refer to index No. 95.35 through 17356.
  4. Crosswalk minimum widths: Intersection Crosswalk 6' Mid Block Crosswalk 10'

**SPECIAL EMPHASIS CROSSWALK SIGNALIZED OR STOP SIGN CONTROLLED INTERSECTION**  
 N.T.S.



Cost of filter fabric jacket to be included in cost of pipe culverts.  
 FOR ALL PIPE TYPES - CONCRETE PIPE SHOWN

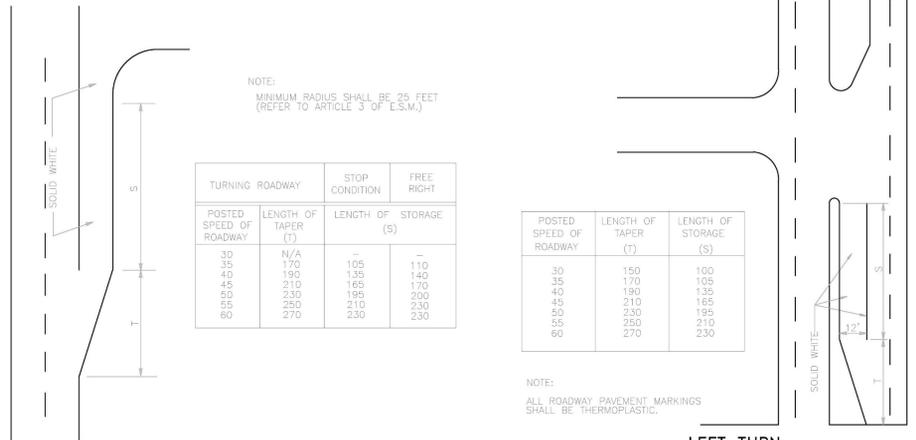
**FILTER FABRIC JACKET**  
 N.T.S.



PAVEMENT MARKING LENGTHS				
SPEED	A	B	C	D
40 MPH	190'	110'	135'	190'
45 MPH	210'	140'	165'	210'
50 MPH	230'	170'	195'	230'
55 MPH	250'	200'	210'	250'
60 MPH	270'	230'	230'	270'

- NOTES:**
- 1) STRIPING ACCORDING TO F.D.O.T. STANDARD INDEX #17346B.
  - 2) LANE WIDTHS TO MATCH EXISTING LANE WIDTHS.
  - 3) MINIMUM RADIUS SHALL BE 25 FEET (REFER TO ARTICLE 3 OF E.S.M.)
  - 4) ALL ROADWAY PAVEMENT MARKING SHALL BE THERMOPLASTIC.

**TYPICAL INTERSECTION**  
 N.T.S.



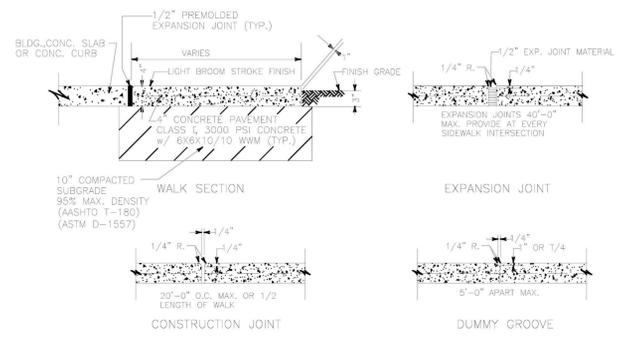
NOTE: MINIMUM RADIUS SHALL BE 25 FEET (REFER TO ARTICLE 3 OF E.S.M.)

TURNING ROADWAY	STOP CONDITION	FREE RIGHT
POSTED SPEED OF ROADWAY (T)	LENGTH OF TAPER (T)	LENGTH OF STORAGE (S)
30	N/A	-
35	170	110
40	190	140
45	210	165
50	230	195
55	250	210
60	270	230

POSTED SPEED OF ROADWAY	LENGTH OF TAPER (T)	LENGTH OF STORAGE (S)
30	150	100
35	170	105
40	190	135
45	210	165
50	230	195
55	250	210
60	270	230

NOTE: ALL ROADWAY PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

**LEFT TURN STORAGE LANE (DIVIDED HIGHWAY)**  
 N.T.S.



**SIDEWALK DETAILS**  
 N.T.S.

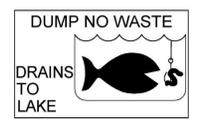
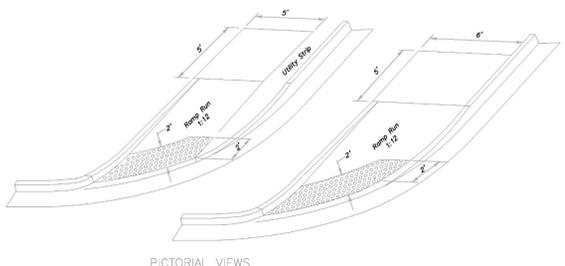
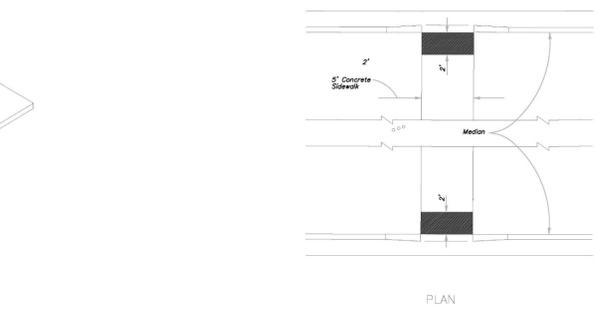
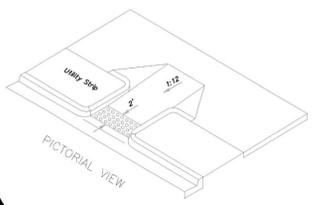
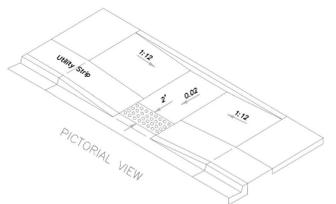
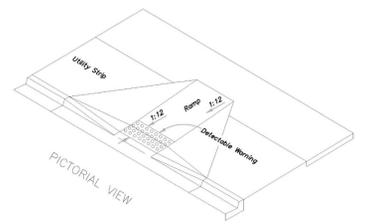
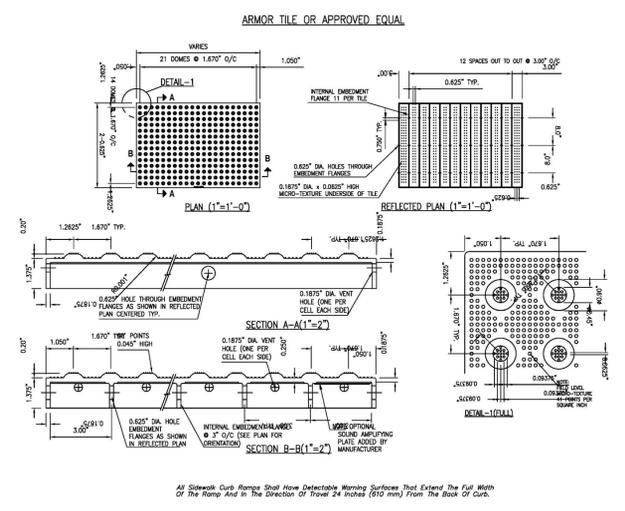


PLATE SHALL BE ADDED TO STORMWATER INLETS AS REQUIRED BY THE CITY.

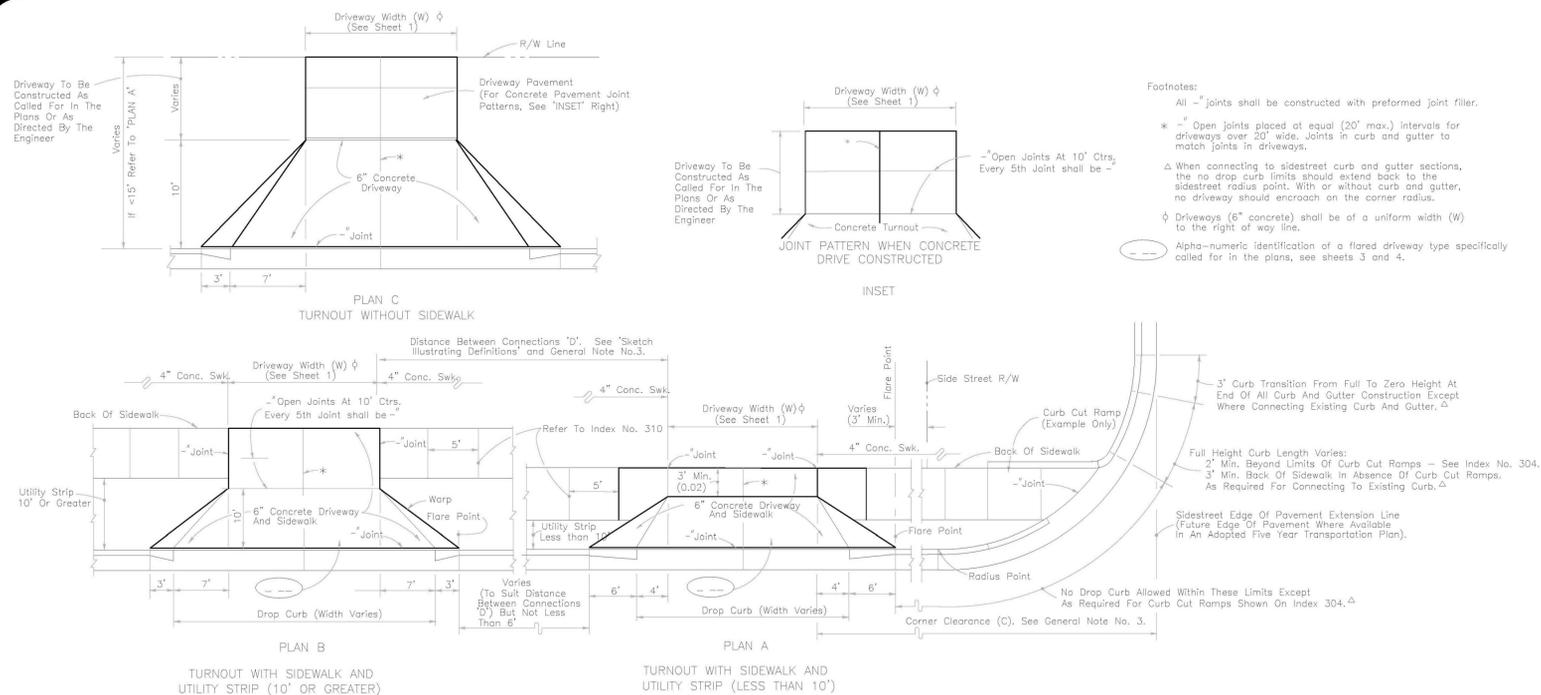


**TYPICAL PLACEMENT OF DETECTABLE WARNING ON CURB RAMPS**  
 N.T.S.



- NOTE:**
1. CURB RAMP DETECTABLE WARNING TILE SHALL BE ARMOR TILE OR EQUAL.

**CURB RAMP DETECTABLE WARNING DETAIL**  
 N.T.S.

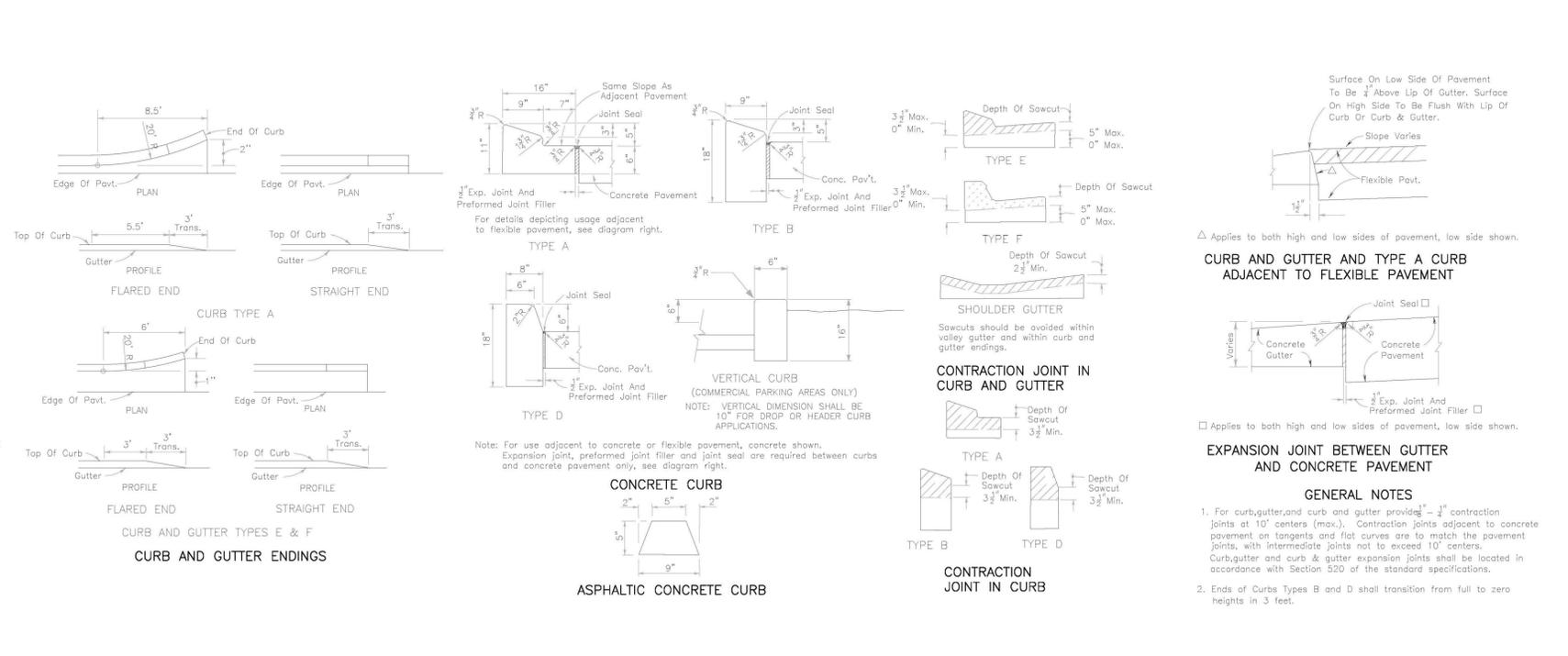
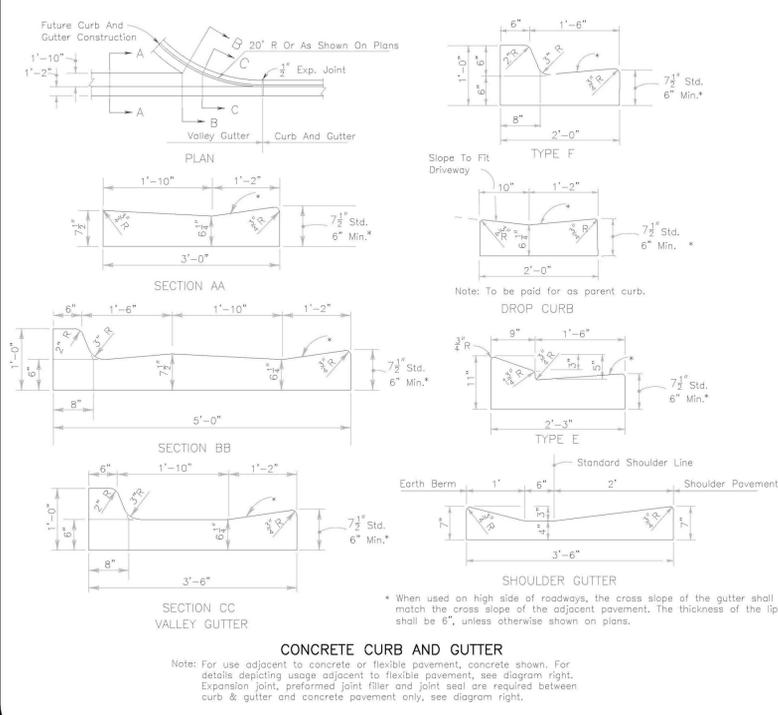
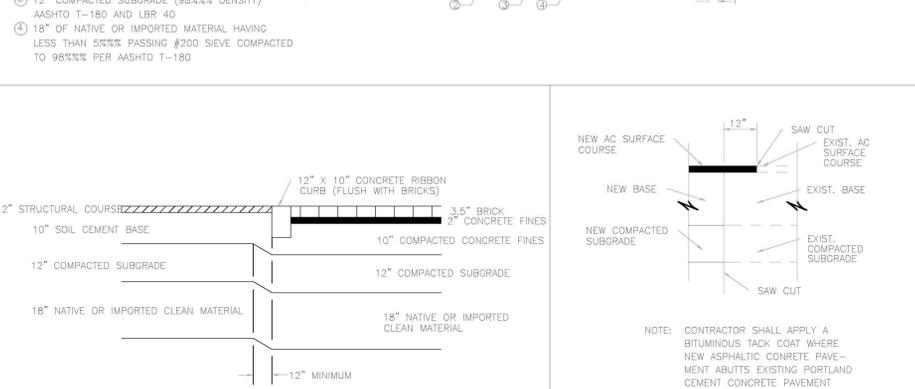
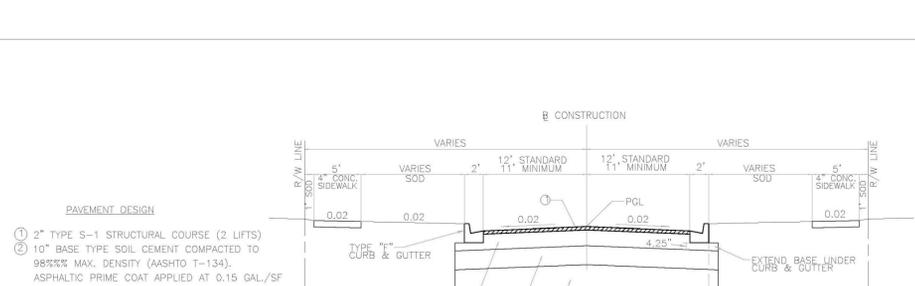
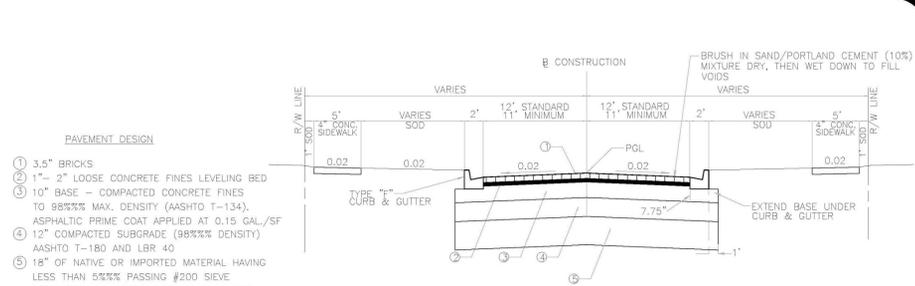


**SPECIAL NOTES FOR URBAN FLARED TURNOUTS**

- Driveway 6" concrete pavement and drop curb shall meet the material and construction requirements of Sections 522 and 520 respectively of the FDOT Standard Specifications. The driveway foundation shall meet the requirement of Subarticle 522-4.
- For details of drop curb and curb cut ramps refer to indexes Nos. 300 and 304 respectively.
- Where turnouts are constructed within existing curb and gutter, the existing curb and gutter shall be removed either to the nearest joint beyond the flare point or to the extent that no remaining section is less than 5 feet long. Drop curb constructed in accordance with Notes Nos. 1 and 2.
- Cost for preformed joint filler shall be included in the cost for the concrete pavement (concrete sidewalk, 6" thick).
- For turnouts with radial returns see the requirements under the "Summary Of Geometric Requirements For Turnouts", the "General Notes", the details of "Rural Turnout Construction" and the detail of "Limits Of Clearing & Grubbing, Stabilization And Base At Intersections".
- Department maintenance of pavement shall extend out to the right of way or 2 feet back of sidewalk, whichever distance is less.
- The maintenance and operation of highway lighting, traffic signals, associated equipment, and other necessary devices shall be the responsibility of a public agency.
- All pavement markings on the State highways, including acceleration and deceleration lane markings, and signing installed for the operation of the State highway shall be maintained by the Department.
- All signing and marking installed for the operation of the connection (such as stop bars and stop signs for the connection) shall be the responsibility of the permittee.
- Turnouts will be paid for under the contract unit price for Sidewalk Concrete (6" Thick), SY.

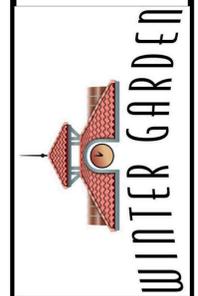
**DESIGN NOTES FOR URBAN FLARED TURNOUTS**

- Driveways indicated as "Adverse Applications" are those with slopes that can cause overhang drag for representative standard passenger vehicles under fully loaded conditions; or, those with slopes that can cause drivers who are leaving the roadway to slow or pause to the extent that traffic demand volumes will be impeded.
  - The standard flared driveways on this index may not accommodate vehicles with low beds, low undercarriage or low appendage features. Where such vehicles are design vehicles driveways are to have site specific flare designs or Category designs.
  - When specific flare type driveways are to be constructed, the type shall be designated in the plans using the assigned alpha-numeric designation.
- Driveways indicated as "Marginal Applications" are those with slopes that can cause overhang drag for representative standard passenger vehicles under fully loaded conditions when the driveway is located on the low side of fully superelevated roadways.
- Driveways indicated as "General Applications" are those with slopes that can readily accommodate representative standard passenger vehicles and those that can accommodate representative standard trucks, vans, buses and recreational vehicles operating under normal crown and superelevation conditions.
- Note: See sheet 1 for "GENERAL NOTES"



DATE	4/4/14
ITEM	Brick Typical Section
No.	1

CITY OF WINTER GARDEN, FLORIDA  
STANDARDS AND SPECIFICATIONS  
For Roadway & Drainage Construction



STANDARD DETAILS  
FOR  
PUBLIC SERVICES

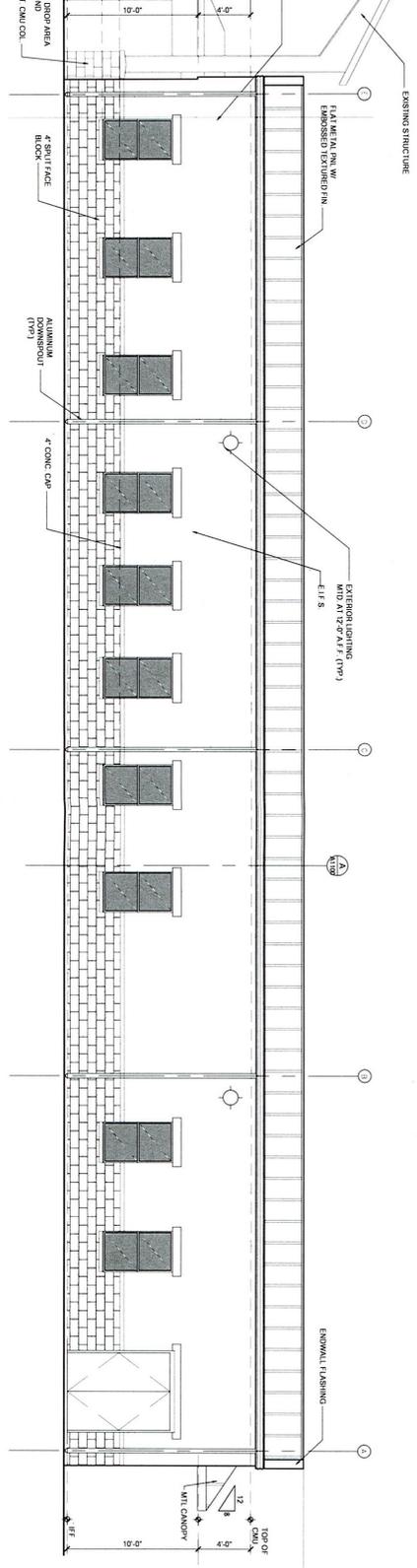












4. EAST E

# CITY OF WINTER GARDEN

## *DEVELOPMENT REVIEW COMMITTEE*

300 West Plant Street - Winter Garden, Florida 34787-3011  
(407) 656-4111 - FAX (407) 877-2363

### MEMORANDUM

**TO:** STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR  
**FROM:** DEVELOPMENT REVIEW COMMITTEE  
**DATE:** January 3, 2020  
**SUBJECT:** REVIEW OF SITE PLAN – BOYS & GIRLS CLUB OF CENTRAL FLORIDA  
WEST ORANGE BRANCH – 303 S. WEST CROWN POINT ROAD

Pursuant to your request, we have reviewed the revised site plan dated 12/11/19 for compliance with the City's stormwater and site requirements. The plan proposes a  $\pm 9,750$  s.f. "community hall" that is to be constructed over an existing parking area at the County's recreation center complex (i.e. Mildred Dixon Center/Magic Gym). This was submitted in response to our last review of 9/17/19 and DRC meeting of 9/25/19 where it was referred to staff review only.

### ENGINEERING COMMENTS

We recommend approval of the site plan, subject to approval by all other departments, and the following conditions and comments (underlined comments shall be addressed prior to final plan stamping & pre-con):

1. Planning Department shall review and comment on proposed use, zoning, parking, setbacks, landscaping, buffering, lighting and signage requirements.
2. General Requirements:
  - a. All gravity sanitary pipe and fittings shall be SDR 26.
  - b. All compaction shall be 98% of the modified proctor maximum density (AASHTO T-180).
  - c. As-built record drawings shall comply with City of Winter Garden requirements available on-line.
  - d. All Storm ( $\geq 12''$ ) and Sanitary lines ( $\geq 6''$ ) shall be inspected by CCTV prior to completion.
3. Sanitary lines for commercial buildings shall be 6" minimum. Based on the response, a grease trap will not be required.
4. Site Plan & Utilities:
  - a. All on-site utilities shall be privately owned and maintained.
  - b. All work downstream of the POS shall be performed by a licensed fire sprinkler contractor. Review and approval of the fire protection system by the Fire & Building Departments is required.
  - c. Any new water meters will be required to pay additional impact fees.
5. RCP is shown on the plans. If Thermoplastic pipe is substituted, the Engineer shall provide the City with a signed/sealed letter stating that he consents to this substitution and has made the necessary adjustments to the plans and specs to accommodate Thermoplastic pipe. If Thermoplastic pipe is used it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe (**not N-12**), laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
6. Permit or modification shall be provided from SJRWMD and FDEP prior to issuance of site or building permits.

## **FIRE**

7. Note: A discussion about second FDC location will be required before issuing any building permits.

## **STANDARD GENERAL CONDITIONS**

8. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
9. All work shall conform to City of Winter Garden standards and specifications.
10. Fencing, if proposed, shall meet all City requirements for height, type, etc. Chain link fencing shall be vinyl coated per Code. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
11. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
12. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
13. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
14. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the building permit.
15. Additional comments may be generated at subsequent reviews.

Please review this information and contact our office with any questions. Thank you.

**END OF MEMORANDUM**

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Steve Pash, Community Development Director

**Via:** City Manager, Mike Bollhoefer

**Date:** January 14, 2020

**Meeting Date:** January 23, 2020

**Subject:** 426 West Plant Street.  
**Crooked Can Brewery – Celtic Fest**  
**PARCEL ID# 23-22-27-2888-05-021**

**Issue:** Special Event approval for Plant Street Market to close South Central Avenue from Plant Street to Smith Street to proceed with their event, Celtic Fest, to be held at the Plant Street Market and on South Central Avenue on March 13, 14, and 15, 2020.

**Discussion:**

The owner of the property is requesting approval to hold a special event March 13, 14, and 15, 2020. The event is proposed to be from 4:00 PM to 11:00 PM on Friday, 11:00 AM to 11:00 PM on Saturday, and from 12:00 PM to 6:00 PM on Sunday. This event proposes to close South Central Avenue, have several tents with food, a stage with live music on South Central Avenue, and would allow the sale and consumption of alcohol on the closed street.

**Recommended Action:**

Staff recommends approval of the event with conditions outlined in the attachment.

**Attachment(s)/References:**

Permit Application  
Site Plan  
Conditions of Approval



CITY OF WINTER GARDEN  
 PARKS & RECREATION DEPARTMENT  
 310 NORTH DILLARD STREET  
 WINTER GARDEN, FL 34787

19-4200

PHONE: (407) 656-4155  
 WWW.WINTERGARDEN-FL.GOV

**WINTER GARDEN • A charming little city with a juicy past.**

Official Use Only  
 Date Received: \_\_\_\_\_  
 Permit Fee Pd. on: \_\_\_\_\_ Init. \_\_\_\_\_

**CITY OF WINTER GARDEN  
 SPECIAL EVENT APPLICATION – PUBLIC PROPERTY**

Per City Code Ch. 27, Art 1, Sec.3 "Special Events" are defined as any public assembly of 100 or more people in any park, sidewalk, alley, lake or other publically owned area. Completed applications should be submitted no less than 90 days prior to the first date of the proposed event. Events that require closure of any city street or are anticipated to have more than 500 people in attendance will require approval of the City Commission.

ORGANIZATION/GROUP: Crooked Can Brewing Co. NON PROFIT \_\_\_\_\_ CORP. X INDIV. \_\_\_\_\_

NAME OF EVENT: Celtic Festival 2020

CONTACT/REPRESENTATIVE: Karl Blackledge PHONE # 321-310-3218

ALT. PHONE: \_\_\_\_\_ EMAIL: Karl@crookedcan.com

EVENT LOCATION: 426 W Plant St. PROPOSED DATES: 3/14, 3/15, 3/16

Closing St. 7Am Friday morning  
 HOURS: 4:00-11pm, 11-11pm, 12-6pm ESTIMATED DAILY ATTENDANCE: 1000

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT	EVENT DETAILS	EQUIPMENT AT EVENT
<input checked="" type="checkbox"/> FESTIVAL	<input type="checkbox"/> ADMISSION CHARGE/TICKET SALES	<input checked="" type="checkbox"/> AMPLIFIED SPEAKING/MUSIC
<input type="checkbox"/> EXHIBIT(S)	<input checked="" type="checkbox"/> ALCOHOL SERVED <sup>1</sup>	HOURS OF: <u>Hours of Events</u>
<input type="checkbox"/> CARNIVAL/CIRCUS/FAIR	<input checked="" type="checkbox"/> ALCOHOL SALES <sup>2</sup>	<input checked="" type="checkbox"/> PORTABLE RESTROOMS
<input type="checkbox"/> GENERAL MEETING	<input type="checkbox"/> FIREWORKS/PYROTECHNICS	<input type="checkbox"/> SPORTS EQUIPMENT
<input type="checkbox"/> PARADE	<input checked="" type="checkbox"/> FOOD VENDORS: # OF _____	<input checked="" type="checkbox"/> STAGE/PROPS/PRODUCTION
<input type="checkbox"/> BLOCK PARTY OR PICNIC	<input type="checkbox"/> MERCHANDISE VENDORS: # OF _____	<input type="checkbox"/> TENTS: #OF & SIZE _____
<input type="checkbox"/> SPORTING EVENT/COMPETITION	<input checked="" type="checkbox"/> OPEN TO PUBLIC	<input type="checkbox"/> TEMPORARY EVENT SIGNAGE
<input type="checkbox"/> WEDDING/RECEPTION	<input type="checkbox"/> STREET/SIDEWALK CLOSURE-	<input checked="" type="checkbox"/> DUMPSTERS/RECEPTACLES
<input type="checkbox"/> REVIVAL	HOURS OF: _____	<input type="checkbox"/> INFLATABLE DEVICES
<input type="checkbox"/> OTHER: (EXPLAIN) _____	<input type="checkbox"/> CITY WATER USED	<input type="checkbox"/> COOKING EQUIP. USED.
_____	<input type="checkbox"/> EVENT HELD PREVIOUSLY	GAS _____ OPEN FLAME _____
_____	<input type="checkbox"/> CITY ELECTRIC USED	OTHER: _____

<sup>1</sup> PLEASE NOTE THAT BEIRGARTENS OR ZONES WHERE ALCOHOL IS REQUESTED TO BE PERMITTED MUST BE CLEARLY IDENTIFIED ON THE EVENT SITE MAP.

<sup>2</sup> EVIDENCE OF PROOF OF PERMITTING THROUGH THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION MUST BE PROVIDED TO CITY STAFF NO LATER THAN 30 DAYS PRIOR TO THE FIRST DAY OF THE PROPOSED EVENT.

**PLEASE CAREFULLY REVIEW ALL OTHER POLICIES AND PROCEDURES ON PAGE 2 OF THIS APPLICATION**



CITY OF WINTER GARDEN  
 PARKS & RECREATION DEPARTMENT  
 310 NORTH DILLARD STREET  
 WINTER GARDEN, FL 34787  
 PHONE: (407) 656-4155  
 WWW.WINTERGARDEN-FL.GOV

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY OF THE ABOVE CHECKED ITEMS IF NECESSARY: (USE BACK IF NECESSARY)

5<sup>th</sup> annual Celtic festival, same as ~~years~~ the past years.

THE FOLLOWING SHOULD ACCOMPANY YOUR APPLICATION: (APPROVAL PROCESS WILL NOT BEGIN UNTIL THESE ARE SUBMITTED)

- COPY OF 501C-3 OR OTHER TAX EXEMPT STATUS CERTIFICATE (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE, ALCOHOL SERVING ZONES, OR ANY OTHER SIGNIFICANT FEATURES
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED. (SEE NEXT PAGE FOR INDIVIDUALS AND GROUPS WITHOUT INSURANCE)
- SANITATION PLAN – PORTABLE RESTROOMS, TRASH COLLECTION AND RECEPTACLE PLAN, ETC.
- PARKING AND TRAFFIC PLAN - REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
- MEDICAL CARE - FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
- SECURITY - OFF-DUTY OFFICERS SCHEDULED, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.

In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of any facility owned, leased, rented, and/or used by the City, the applicant **does hereby release, waive, covenant not to sue, and discharge** the City from all liability, responsibility and claims for personal injury, accidents, loss, illnesses, death, and property damage or loss arising from, related to, or in any way connected to participation in any of the listed Activities, including use of the City's facilities, premises, and equipment.

The applicant also agrees to INDEMNIFY AND HOLD the City HARMLESS from any and all claims, disputes, actions, suits, procedures, costs, expenses, damages, injuries, and liabilities, including attorney's fees (both at the litigation and appellate levels), relating to or arising from applicant's involvement in any of the Activities, and to reimburse the City for any such fees, costs and expenses incurred by the City. Participant further expressly agrees that the foregoing waiver, assumption of risks, indemnification and hold harmless provisions of this document are intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion thereof is held invalid or unenforceable, it is agreed that the balance shall remain and continue in full legal force and effect.

The undersigned has read these special event policies and procedures, waivers of liability, assumption of risks, and indemnity and hold harmless provisions, fully understands them, and **understands that applicant is giving up substantial rights, including applicant's right to sue.** The undersigned acknowledges that the undersigned is signing this document on behalf of the applicant freely and voluntarily, and **intends this, by the undersigned's signature, to be a complete and unconditional release of all liability and responsibility** on the part of the City to the greatest extent allowed by law. The undersigned further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made by the City, but if made, the undersigned has not, and will not, rely on such.

12/4/19

SIGNATURE OF APPLICANT

DATE

FOR OFFICE USE ONLY

REC.: \_\_\_\_\_ SCHEDULED FOR MEETING OF: \_\_\_\_\_  
 PD: \_\_\_\_\_  
 FIRE: \_\_\_\_\_  
 PS: \_\_\_\_\_ OTHER: \_\_\_\_\_



CITY OF WINTER GARDEN  
PARKS & RECREATION DEPARTMENT  
310 NORTH DILLARD STREET  
WINTER GARDEN, FL 34787

PHONE: (407) 656-4155  
WWW.WINTERGARDEN-FL.GOV

*WINTER GARDEN • A charming little city with a juicy past.*

## CITY OF WINTER GARDEN SPECIAL EVENT POLICIES AND PROCEDURES

### FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT [http://www.myfloridalicense.com/dbpr/hr/licensing/GT\\_tempevents.html](http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html) FOR MORE INFORMATION.

### EVENT INSURANCE

IN MOST INSTANCES EVENT INSURANCE WILL BE REQUIRED WITH GENERAL LIABILITY COVERAGE OF AT LEAST 1,000,000. CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

### PERMIT FEES

EVENTS WITH 100-249 PEOPLE IN ATTENDANCE: \$250.00

EVENTS WITH OVER 250 PEOPLE IN ATTENDANCE: \$1,000.00

### ADDITIONAL FEES

OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OR ANY OTHER STAFF DEEMED NECESSARY TO BE ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

### MISCELLANEOUS POLICIES

- EVENT ADVERTISING SHOULD NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- ADMISSION FEES MAY NOT BE CHARGED FOR EVENTS TAKING PLACE ON PUBLIC PROPERTY.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.

### APPROVAL PROCESS

THE RECREATION, FIRE & POLICE DEPARTMENTS WILL REVIEW ALL REQUESTS AND FORWARD TO ADDITIONAL DEPARTMENTS AS NEEDED. YOU MAY BE CONTACTED TO PROVIDE FURTHER INFORMATION. YOU WILL BE NOTIFIED OF INITIAL APPROVAL, ADDITIONAL FEE REQUIREMENTS AND IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS.

## **WINTER GARDEN – SPECIAL EVENT CONDITIONS OF APPROVAL**

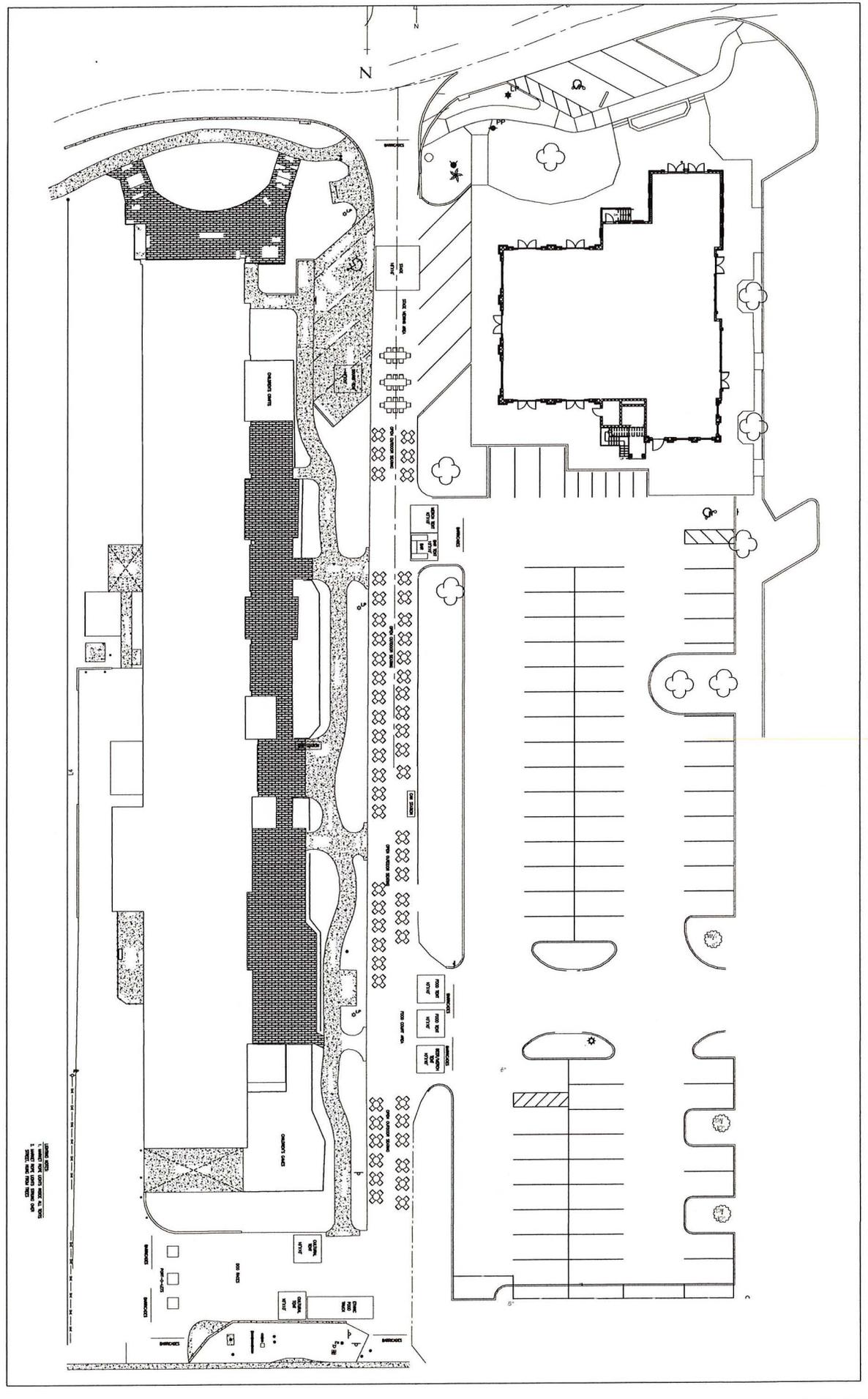
**Event:** Crooked Can – Celtic Fest

**Location:** 426 West Plant Street.  
Crooked Can Brewery  
PARCEL ID# 23-22-27-2888-05-021

**Date of Event:** March 13, 2020 4:00 PM to 11:00 PM  
March 14, 2020 11:00 AM to 11:00 PM  
March 15, 2020 12:00 PM to 6:00 PM

### **Conditions of Approval:**

- Only two locations of any outdoor sales of alcohol are allowed and the locations need to be approved by the City.
- No glass is allowed in the street, alcohol must be served in opaque cups.
- Barricade fencing shall contain signage at all entrances stating “no alcohol beyond this point”
- All landscaping shall be protected from pedestrian traffic. All damaged landscaping shall be replaced within one week of this event.
- Two off-duty police officers shall be hired to be at the event to ensure state and local laws are followed.
- No waivers from the noise ordinance are being granted as part of this approval, the event is subject to all conditions outlined in Chapter 38, Article IV of the City Code.
- The owner is responsible for supplying bathroom facilities to accommodate the guests.
- The City of Winter Garden will provide barricades to close the road at on March 13, 2020.
- Parking – this event cannot impact downtown parking.
- 50% of the total tent area shall be dedicated to food and non-alcohol vendors.
- Certificate of Insurance shall be provided prior to the event.
- A \$1,000.00 special event permit fee is required for this event.



GENERAL NOTES:  
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 2. REFER TO ALL SHEETS FOR COMPLETE INFORMATION.  
 3. SEE ALL NOTES AND SPECIFICATIONS FOR MATERIALS AND METHODS.

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Steve Pash, Community Development Director

**Via:** Mike Bollhoefer, City Manager

**Date:** January 15, 2020

**Meeting Date:** January 23, 2020

**Subject:** Request to approve Rotary Club “Evening at the Pops” concert event

**Background Summary and Discussion:**

The Rotary Club of Winter Garden is requesting approval to hold their annual Evening at the Pops event at Newton Park on Saturday, March 28, 2020. Event set up and activities will be the same as previous years.

**Recommendation:**

City Staff recommends approval of this event.

**Attachment:**

Application  
Event Site Map



CITY OF WINTER GARDEN  
 PARKS & RECREATION DEPARTMENT  
 310 NORTH DILLARD STREET  
 WINTER GARDEN, FL 34787

PHONE: (407) 656-4155  
 WWW.WINTERGARDEN-FL.GOV

**WINTER GARDEN • A charming little city with a juicy past.**

Official Use Only  
 Date Received: \_\_\_\_\_  
 Permit Fee Pd. on: \_\_\_\_\_ Init: \_\_\_\_\_

**CITY OF WINTER GARDEN  
 SPECIAL EVENT APPLICATION – PUBLIC PROPERTY**

Per City Code Ch. 27, Art 1, Sec.3 "Special Events" are defined as any public assembly of 100 or more people in any park, sidewalk, alley, lake or other publically owned area. Completed applications should be submitted no less than 90 days prior to the first date of the proposed event. Events that require closure of any city street or are anticipated to have more than 500 people in attendance will require approval of the City Commission.

ORGANIZATION/GROUP: Rotary Club of WG NON PROFIT  CORP. \_\_\_\_\_ INDIV. \_\_\_\_\_

NAME OF EVENT: POP's

CONTACT/REPRESENTATIVE: Ralph DiSciullo PHONE # 407-718-2223

ALT. PHONE: \_\_\_\_\_ EMAIL: rdisciullo@hotmail.com

EVENT LOCATION: Tanner Hall/Newton Park PROPOSED DATES: 3/28/20

HOURS: 3-10pm ESTIMATED DAILY ATTENDANCE: 2,000

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT	EVENT DETAILS	EQUIPMENT AT EVENT
<input type="checkbox"/> FESTIVAL	<input checked="" type="checkbox"/> ADMISSION CHARGE/TICKET SALES	<input checked="" type="checkbox"/> AMPLIFIED SPEAKING/MUSIC
<input type="checkbox"/> EXHIBIT(S)	<input checked="" type="checkbox"/> ALCOHOL SERVED <sup>1</sup>	<input checked="" type="checkbox"/> HOURS OF: <u>5-9</u>
<input type="checkbox"/> CARNIVAL/CIRCUS/FAIR	<input checked="" type="checkbox"/> ALCOHOL SALES <sup>2</sup>	<input type="checkbox"/> PORTABLE RESTROOMS
<input type="checkbox"/> GENERAL MEETING	<input type="checkbox"/> FIREWORKS/PYROTECHNICS	<input type="checkbox"/> SPORTS EQUIPMENT
<input type="checkbox"/> PARADE	<input type="checkbox"/> FOOD VENDORS: # OF _____	<input checked="" type="checkbox"/> STAGE/PROPS/PRODUCTION
<input type="checkbox"/> BLOCK PARTY OR PICNIC	<input checked="" type="checkbox"/> MERCHANDISE VENDORS: # OF _____	<input checked="" type="checkbox"/> TENTS: #OF & SIZE <u>1-60'-40'</u>
<input type="checkbox"/> SPORTING EVENT/COMPETITION	<input checked="" type="checkbox"/> OPEN TO PUBLIC	<input checked="" type="checkbox"/> TEMPORARY EVENT SIGNAGE
<input type="checkbox"/> WEDDING/RECEPTION	<input checked="" type="checkbox"/> STREET/SIDEWALK CLOSURE- HOURS OF: <u>4-8pm</u>	<input checked="" type="checkbox"/> DUMPSTERS/RECEPTACLES
<input checked="" type="checkbox"/> REVIVAL	<input type="checkbox"/> CITY WATER USED	<input checked="" type="checkbox"/> INFLATABLE DEVICES
<input checked="" type="checkbox"/> OTHER: (EXPLAIN) <u>UCF Orchestra Concert</u>	<input checked="" type="checkbox"/> EVENT HELD PREVIOUSLY	<input type="checkbox"/> COOKING EQUIP. USED.
	<input type="checkbox"/> CITY ELECTRIC USED	GAS _____ OPEN FLAME _____
		OTHER: _____

<sup>1</sup> PLEASE NOTE THAT BEIRGARTENS OR ZONES WHERE ALCOHOL IS REQUESTED TO BE PERMITTED MUST BE CLEARLY IDENTIFIED ON THE EVENT SITE MAP.

<sup>2</sup> EVIDENCE OF PROOF OF PERMITTING THROUGH THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION MUST BE PROVIDED TO CITY STAFF NO LATER THAN 30 DAYS PRIOR TO THE FIRST DAY OF THE PROPOSED EVENT.

PLEASE CAREFULLY REVIEW ALL OTHER POLICIES AND PROCEDURES ON PAGE 2 OF THIS APPLICATION



CITY OF WINTER GARDEN  
Community Development  
300 West Plant Street  
WINTER GARDEN, FL 34787

(407) 656-4111  
WWW.WINTERGARDEN-FL.GOV

**SPECIAL EVENTS**

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

The Rotary Club of Winter Garden would like to put on its annual Evening at the Pops orchestra concert. The set up and event logistics will be comparable to past years for the event. The concert will be at Newton Park and will require the use of Tanner Hall for a VIP/Sponsors dinner. The orchestra will utilize a large stage cover that it will set up and take down. The City will provide police assistance as required for traffic control and parking. The only anticipated street closures would be W. Garden Ave. between N. Lakeview Ave. and Surprise Dr. The City may also choose to close the streets within Trailer City in order keep people from parking in the community. The Rotary Club will work with the City to satisfy any other necessary requirements.

**NO APPLICATION WILL BE ACCEPTED UNLESS THE FOLLOWING ITEMS ARE INCLUDED.**

(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

- COPY OF 501C-3 FORM SIGNIFYING NON-PROFIT STATUS (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES.
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.
- IF ATTENDANCE IS REASONABLY ANTICIPATED TO BE GREATER THAN 100 PEOPLE, YOU SHOULD ALSO INCLUDE A PLAN FOR :
  - SANITATION – RESTROOM, PORT-O-LET PLACEMENT, POTABLE WATER, TRASH RECEPTACLES & COLLECTION PLAN, ETC.
  - PARKING AND TRAFFIC – REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
  - MEDICAL CARE – FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
  - SECURITY – OFF-DUTY OFFICERS SCHEDULES, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.
- IF YOU WANT TO HAVE ANY SIGNAGE, PLEASE PROVIDE A SITE PLAN SHOWING WHERE SIGNS ARE PROPOSED (THE CITY PROHIBITS SNIPE SIGNS).

*Ralph Olmsted*

*1/15/20*

FOR OFFICIAL USE ONLY			
TECHNICIAN INITIAL: _____	DATE RECEIVED: _____	<input type="checkbox"/> FEE PAID	
CITY MANAGER/DESIGNEE: _____	DATE: _____	APPROVED: <input type="checkbox"/> YES / <input type="checkbox"/> NO	
CONDITIONS:			



CITY OF WINTER GARDEN  
PARKS & RECREATION DEPARTMENT  
310 NORTH DILLARD STREET  
WINTER GARDEN, FL 34787

PHONE: (407) 656-4155  
WWW.WINTERGARDEN-FL.GOV

**WINTER GARDEN • A charming little city with a juicy past.**

**CITY OF WINTER GARDEN  
SPECIAL EVENT POLICIES AND PROCEDURES**

**FOOD VENDING**

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT [http://www.myfloridalicense.com/dbpr/hr/licensing/GT\\_tempevents.html](http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html) FOR MORE INFORMATION.

**EVENT INSURANCE**

IN MOST INSTANCES EVENT INSURANCE WILL BE REQUIRED WITH GENERAL LIABILITY COVERAGE OF AT LEAST 1,000,000. CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

**PERMIT FEES**

EVENTS WITH 100-249 PEOPLE IN ATTENDANCE: \$250.00

EVENTS WITH OVER 250 PEOPLE IN ATTENDANCE: \$1,000.00

**ADDITIONAL FEES**

OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OR ANY OTHER STAFF DEEMED NECESSARY TO BE ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

**MISCELLANEOUS POLICIES**

- EVENT ADVERTISING SHOULD NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- ADMISSION FEES MAY NOT BE CHARGED FOR EVENTS TAKING PLACE ON PUBLIC PROPERTY.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.

**APPROVAL PROCESS**

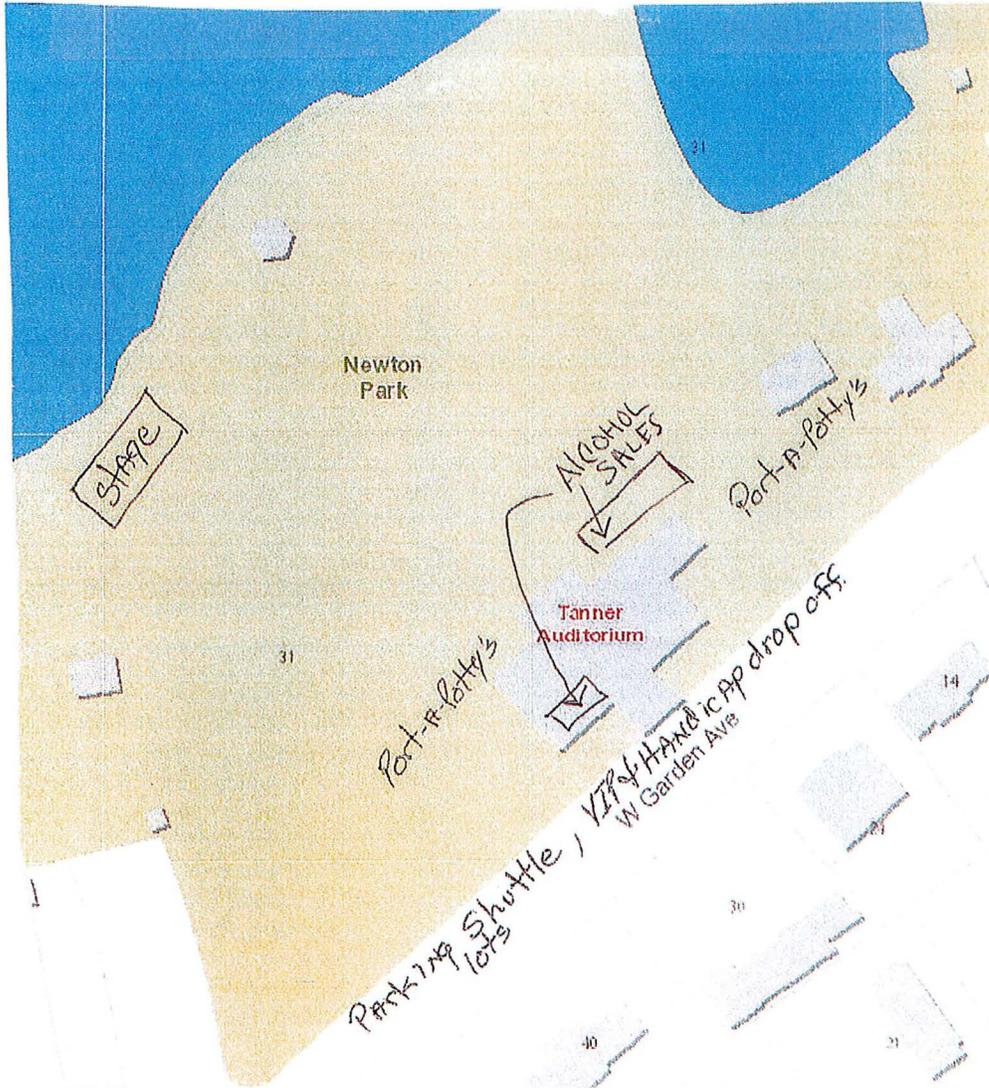
THE RECREATION, FIRE & POLICE DEPARTMENTS WILL REVIEW ALL REQUESTS AND FORWARD TO ADDITIONAL DEPARTMENTS AS NEEDED. YOU MAY BE CONTACTED TO PROVIDE FURTHER INFORMATION. YOU WILL BE NOTIFIED OF INITIAL APPROVAL, ADDITIONAL FEE REQUIREMENTS AND IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS.

**SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED  
AB&T AUTHORIZED SIGNATURE REQUIRED**

Business Name (D/B/A) or Name of Event

**Evening at the Pops**

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises where the event will be held. A multi-story building where the entire building is to be licensed must show the details of each floor.



**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Steve Pash, Community Development Director

**Via:** City Manager, Mike Bollhoefer

**Date:** January 14, 2020

**Meeting Date:** January 23, 2020

**Subject:** 426 West Plant Street.  
**Crooked Can Brewery – Oktober Fest**  
**PARCEL ID# 23-22-27-2888-05-021**

**Issue:** Special Event approval for Plant Street Market to close South Central Avenue from Plant Street to Smith Street to proceed with their event, Oktober Fest, to be held at the Plant Street Market and on South Central Avenue on October 16, 17, and 18, 2020.

**Discussion:**

The owner of the property is requesting approval to hold a special event October 16, 17, and 18, 2020. The event is proposed to be from 4:00 PM to 11:00 PM on Friday, 11:00 AM to 11:00 Pm on Saturday, and from 12:00 PM to 6:00 PM on Sunday. This event proposes to close South Central Avenue, have several tents with food, a stage with live music on South Central Avenue, and would allow the consumption of alcohol on the closed street and behind the brewery.

**Recommended Action:**

Staff recommends approval of the event with conditions outlined in the attachment.

**Attachment(s)/References:**

Permit Application  
Site Plan  
Conditions of Approval



CITY OF WINTER GARDEN  
 PARKS & RECREATION DEPARTMENT  
 310 NORTH DILLARD STREET  
 WINTER GARDEN, FL 34787

19-4201

PHONE: (407) 656-4155  
 WWW.WINTERGARDEN-FL.GOV

**WINTER GARDEN • A charming little city with a juicy past.**

Official Use Only  
 Date Received: \_\_\_\_\_  
 Permit Fee Ptd. on: \_\_\_\_\_ Init. \_\_\_\_\_

**CITY OF WINTER GARDEN  
 SPECIAL EVENT APPLICATION – PUBLIC PROPERTY**

Per City Code Ch. 27, Art 1, Sec.3 "Special Events" are defined as any public assembly of 100 or more people in any park, sidewalk, alley, lake or other publically owned area. Completed applications should be submitted no less than 90 days prior to the first date of the proposed event. Events that require closure of any city street or are anticipated to have more than 500 people in attendance will require approval of the City Commission.

ORGANIZATION/GROUP: Crooked Can Brewing Co NON PROFIT \_\_\_\_\_ CORP. X INDIV. \_\_\_\_\_

NAME OF EVENT: Oktoberfest 2020

CONTACT/REPRESENTATIVE: Karl Blackledge PHONE # 321-310-3218

ALT. PHONE: \_\_\_\_\_ EMAIL: Karl@crookedcan.com

EVENT LOCATION: 426 W Plant St. PROPOSED DATES: 10/16, 10/17, 10/18

HOURS: 4-11pm, 11-11, 12-6pm ESTIMATED DAILY ATTENDANCE: 1000

*closing ←  
 St. 7Am  
 friday morning.*

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT	EVENT DETAILS	EQUIPMENT AT EVENT
<input checked="" type="checkbox"/> FESTIVAL	<input type="checkbox"/> ADMISSION CHARGE/TICKET SALES	<input checked="" type="checkbox"/> AMPLIFIED SPEAKING/MUSIC
<input type="checkbox"/> EXHIBIT(S)	<input checked="" type="checkbox"/> ALCOHOL SERVED <sup>1</sup>	HOURS OF: <u>Hours of event</u>
<input type="checkbox"/> CARNIVAL/CIRCUS/FAIR	<input checked="" type="checkbox"/> ALCOHOL SALES <sup>2</sup>	<input checked="" type="checkbox"/> PORTABLE RESTROOMS
<input type="checkbox"/> GENERAL MEETING	<input type="checkbox"/> FIREWORKS/PYROTECHNICS	<input type="checkbox"/> SPORTS EQUIPMENT
<input type="checkbox"/> PARADE	<input checked="" type="checkbox"/> FOOD VENDORS: # OF _____	<input type="checkbox"/> STAGE/PROPS/PRODUCTION
<input type="checkbox"/> BLOCK PARTY OR PICNIC	<input type="checkbox"/> MERCHANDISE VENDORS: # OF _____	<input type="checkbox"/> TENTS: #OF & SIZE _____
<input type="checkbox"/> SPORTING EVENT/COMPETITION	<input checked="" type="checkbox"/> OPEN TO PUBLIC	<input type="checkbox"/> TEMPORARY EVENT SIGNAGE
<input type="checkbox"/> WEDDING/RECEPTION	<input type="checkbox"/> STREET/SIDEWALK CLOSURE-	<input type="checkbox"/> DUMPSTERS/RECEPTACLES
<input type="checkbox"/> REVIVAL	HOURS OF: _____	<input type="checkbox"/> INFLATABLE DEVICES
<input type="checkbox"/> OTHER: (EXPLAIN) _____	<input type="checkbox"/> CITY WATER USED	<input type="checkbox"/> COOKING EQUIP. USED.
_____	<input type="checkbox"/> EVENT HELD PREVIOUSLY	GAS _____ OPEN FLAME _____
_____	<input type="checkbox"/> CITY ELECTRIC USED	OTHER: _____

<sup>1</sup> PLEASE NOTE THAT BEIRGARTENS OR ZONES WHERE ALCOHOL IS REQUESTED TO BE PERMITTED MUST BE CLEARLY IDENTIFIED ON THE EVENT SITE MAP.

<sup>2</sup> EVIDENCE OF PROOF OF PERMITTING THROUGH THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION MUST BE PROVIDED TO CITY STAFF NO LATER THAN 30 DAYS PRIOR TO THE FIRST DAY OF THE PROPOSED EVENT.

**PLEASE CAREFULLY REVIEW ALL OTHER POLICIES AND PROCEDURES ON PAGE 2 OF THIS APPLICATION**



CITY OF WINTER GARDEN  
 PARKS & RECREATION DEPARTMENT  
 310 NORTH DILLARD STREET  
 WINTER GARDEN, FL 34787  
 PHONE: (407) 656-4155  
 WWW.WINTERGARDEN-FL.GOV

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY OF THE ABOVE CHECKED ITEMS IF NECESSARY: (USE BACK IF NECESSARY)

5<sup>th</sup> annual Oktoberfest Event.

---



---



---



---



---

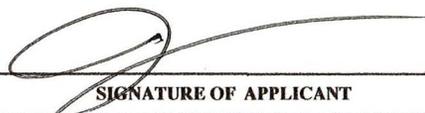
THE FOLLOWING SHOULD ACCOMPANY YOUR APPLICATION: (APPROVAL PROCESS WILL NOT BEGIN UNTIL THESE ARE SUBMITTED)

- COPY OF 501C-3 OR OTHER TAX EXEMPT STATUS CERTIFICATE (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE, ALCOHOL SERVING ZONES, OR ANY OTHER SIGNIFICANT FEATURES
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED. (SEE NEXT PAGE FOR INDIVIDUALS AND GROUPS WITHOUT INSURANCE)
- SANITATION PLAN – PORTABLE RESTROOMS, TRASH COLLECTION AND RECEPTACLE PLAN, ETC.
- PARKING AND TRAFFIC PLAN - REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
- MEDICAL CARE - FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
- SECURITY - OFF-DUTY OFFICERS SCHEDULED, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.

In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of any facility owned, leased, rented, and/or used by the City, the applicant **does hereby release, waive, covenant not to sue, and discharge** the City from all liability, responsibility and claims for personal injury, accidents, loss, illnesses, death, and property damage or loss arising from, related to, or in any way connected to participation in any of the listed Activities, including use of the City's facilities, premises, and equipment.

The applicant also agrees to INDEMNIFY AND HOLD the City HARMLESS from any and all claims, disputes, actions, suits, procedures, costs, expenses, damages, injuries, and liabilities, including attorney's fees (both at the litigation and appellate levels), relating to or arising from applicant's involvement in any of the Activities, and to reimburse the City for any such fees, costs and expenses incurred by the City. Participant further expressly agrees that the foregoing waiver, assumption of risks, indemnification and hold harmless provisions of this document are intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion thereof is held invalid or unenforceable, it is agreed that the balance shall remain and continue in full legal force and effect.

The undersigned has read these special event policies and procedures, waivers of liability, assumption of risks, and indemnity and hold harmless provisions, fully understands them, and **understands that applicant is giving up substantial rights, including applicant's right to sue.** The undersigned acknowledges that the undersigned is signing this document on behalf of the applicant freely and voluntarily, and **intends this, by the undersigned's signature, to be a complete and unconditional release of all liability and responsibility** on the part of the City to the greatest extent allowed by law. The undersigned further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made by the City, but if made, the undersigned has not, and will not, rely on such.

  
 \_\_\_\_\_  
 SIGNATURE OF APPLICANT

12/7/15  
 \_\_\_\_\_  
 DATE

FOR OFFICE USE ONLY	
REC.: _____	SCHEDULED FOR MEETING OF: _____
PD: _____	
FIRE: _____	
PS: _____	OTHER: _____



CITY OF WINTER GARDEN  
PARKS & RECREATION DEPARTMENT  
310 NORTH DILLARD STREET  
WINTER GARDEN, FL 34787

PHONE: (407) 656-4155  
WWW.WINTERGARDEN-FL.GOV

*WINTER GARDEN • A charming little city with a juicy past.*

## CITY OF WINTER GARDEN SPECIAL EVENT POLICIES AND PROCEDURES

### **FOOD VENDING**

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT [http://www.myfloridalicense.com/dbpr/hr/licensing/GT\\_tempevents.html](http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html) FOR MORE INFORMATION.

### **EVENT INSURANCE**

IN MOST INSTANCES EVENT INSURANCE WILL BE REQUIRED WITH GENERAL LIABILITY COVERAGE OF AT LEAST 1,000,000. CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

### **PERMIT FEES**

EVENTS WITH 100-249 PEOPLE IN ATTENDANCE: \$250.00

EVENTS WITH OVER 250 PEOPLE IN ATTENDANCE: \$1,000.00

### **ADDITIONAL FEES**

OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OR ANY OTHER STAFF DEEMED NECESSARY TO BE ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

### **MISCELLANEOUS POLICIES**

- EVENT ADVERTISING SHOULD NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- ADMISSION FEES MAY NOT BE CHARGED FOR EVENTS TAKING PLACE ON PUBLIC PROPERTY.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.

### **APPROVAL PROCESS**

THE RECREATION, FIRE & POLICE DEPARTMENTS WILL REVIEW ALL REQUESTS AND FORWARD TO ADDITIONAL DEPARTMENTS AS NEEDED. YOU MAY BE CONTACTED TO PROVIDE FURTHER INFORMATION. YOU WILL BE NOTIFIED OF INITIAL APPROVAL, ADDITIONAL FEE REQUIREMENTS AND IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS.

## **WINTER GARDEN – SPECIAL EVENT CONDITIONS OF APPROVAL**

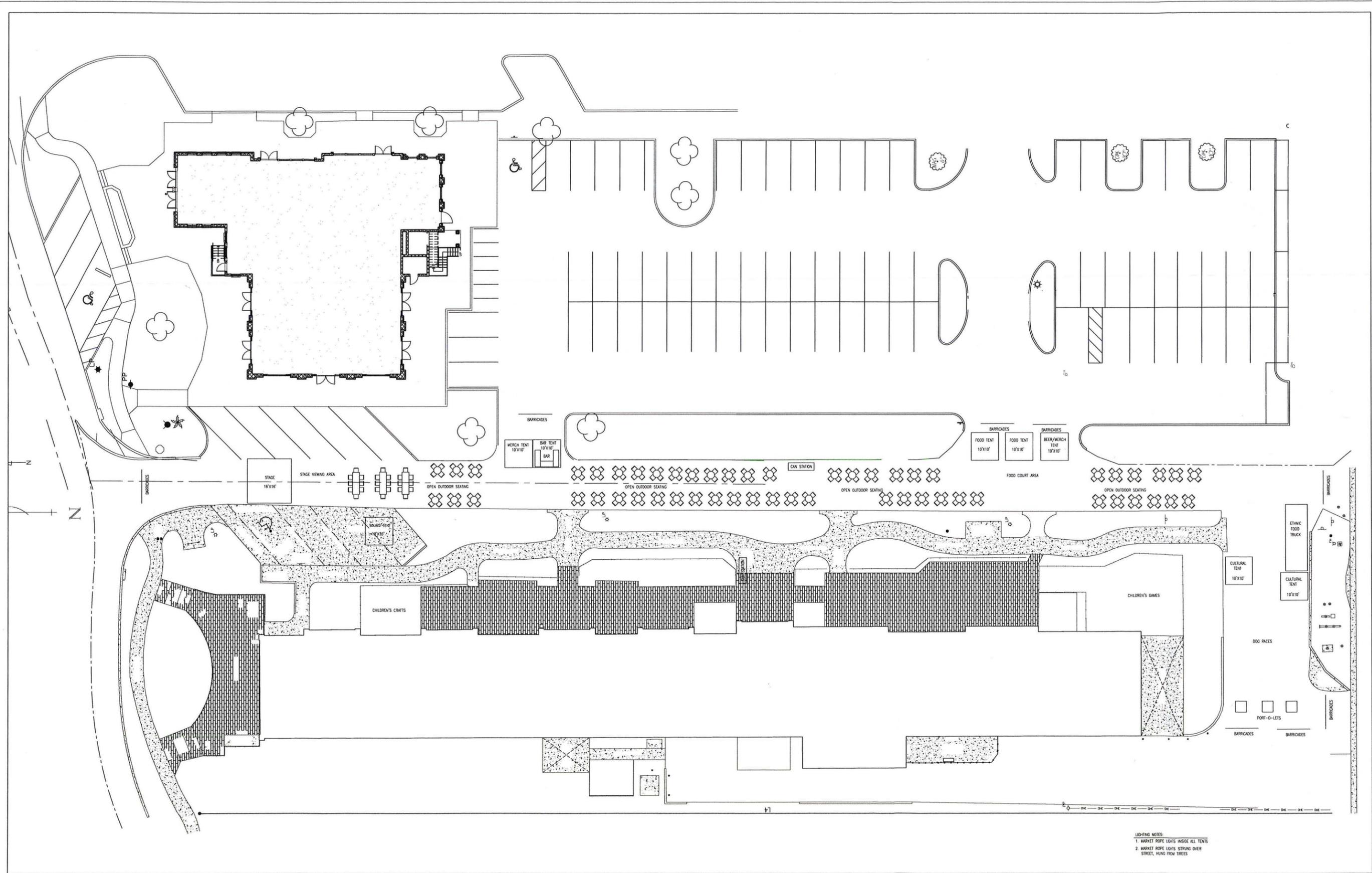
**Event:** Crooked Can – Oktoberfest Event

**Location:** 426 West Plant Street.  
Crooked Can Brewery  
PARCEL ID# 23-22-27-2888-05-021

**Date of Event:** October 16, 2020 4:00 PM to 11:00 PM  
October 17, 2020 11:00 AM to 11:00 PM  
October 18, 2020 12:00 PM to 6:00 PM

### **Conditions of Approval:**

- Only two locations of any outdoor sales of alcohol is allowed and the locations need to be approved by the City.
- No glass is allowed in the street, alcohol must be served in opaque cups.
- Barricade fencing shall contain signage at all entrances stating “no alcohol beyond this point”
- All landscaping shall be protected from pedestrian traffic. All damaged landscaping shall be replaced within one week of this event.
- Two off-duty police officers shall be hired to be at the event to ensure state and local laws are followed.
- No waivers from the noise ordinance are being granted as part of this approval, the event is subject to all conditions outlined in Chapter 38, Article IV of the City Code.
- The owner is responsible for supplying bathroom facilities to accommodate the guests.
- The City of Winter Garden will provide barricades to close the road on October 16, 2020.
- Parking – this event cannot impact downtown parking.
- A revised site plan (scaled) shall be submitted no less than 3 weeks prior to the event that shows all signage, banners, tents, tables, chairs, lighting, and any other proposed elements being used for the event. This plan will be reviewed and approved by staff prior to setup for the event.
- 50% of the total tent area shall be dedicated to food and non-alcohol vendors.
- Certificate of Insurance shall be provided prior to the event.
- A \$1,000.00 special event permit fee is required for this event.



LIGHTING NOTES:  
 1. MARKET ROPE LIGHTS INSIDE ALL TENTS  
 2. MARKET ROPE LIGHTS STRING OVER STREET, HUNG FROM TREES

SHEET 1 OF 1

DWG DATE: 2/5/18

PROJECT:  
 PLANT STREET MARKET FESTIVAL

OWNER:  
 PLANT STREET MARKET, LLC

ADDRESS:  
 426 W. PLANT ST.  
 WINTER GARDEN, FL 34787

FESTIVAL MAP  
 SCALE: 1/16" = 1'-0"