



**CITY COMMISSION**

**AGENDA**

(\*Revised – 2/24/2020)

**CITY HALL COMMISSION CHAMBERS**

300 W. Plant Street  
Winter Garden, Florida

**REGULAR MEETING**

**February 27, 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 – February 13, 2020

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

A. **Ordinance 20-13:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 19-52, THE CITY OF WINTER GARDEN FISCAL YEAR 2019-2020 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE – **Finance Director Zielonka**

B. **Ordinance 20-15:** AN ORDINANCE BY THE CITY WINTER GARDEN, FLORIDA, AMENDING CHAPTER 18, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES TO CREATE LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; CREATING A NEW SECTION 18-63 TO REQUIRE MASONRY BLOCK, METAL, OR CONCRETE EXTERIOR AND INTERIOR LOAD BEARING WALLS IN CERTAIN STRUCTURES; CREATING A NEW SECTION 18-64 TO REQUIRE VERTICAL ACCESSIBILITY IN CERTAIN MULTI-FAMILY STRUCTURES HAVING TWO OR MORE FLOORS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, TRANSMITTAL AND AN EFFECTIVE DATE – **Community Development Director Pash**

**3. REGULAR BUSINESS**

A. Recommendation to approve the reduction and removal of Code Enforcement liens for 13728 Fox Glove Street (Code Case: 10-1549 and 17-155), subject to conditions – **Community Development Director Pash**

B. Recommendation to approve Authorization to Dispose of Surplus Vehicles and Equipment – **Assistant City Manager – Administrative Services Gilbert**

- C. Recommendation to approve the Sarasota County Piggy-Back Contract with Engineered Spray Solutions, LLC and authorize a purchase order in the amount of \$650,000 for Sanitary Sewer Manhole and Stormwater Structure Lining Services – **Assistant City Manager – Public Services Williams**
- D. \*Recommendation to approve **SPECIAL EVENT – Annual Garden Community Choir Wine Walk** - March 19, 2020 - 6:00 p.m. to 9:00 p.m. – **Community Development Director Pash**

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

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

6. **MATTERS FROM CITY MANAGER** – Mike Bollhoefer

7. **MATTERS FROM MAYOR AND COMMISSIONERS**

**ADJOURN** to **Regular Meeting** on Thursday, **March 12, 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.
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# CITY OF WINTER GARDEN

## CITY COMMISSION REGULAR MEETING MINUTES

February 13, 2020

A **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 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 Grimage, 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, Police Chief Stephen Graham and Parks & Recreation Director Laura Coar

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

**Motion by Commissioner Bennett to approve regular meeting minutes of January 23, 2020. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

### 2. **PRESENTATION**

- A. Oath of Office and introduction of New Police Officers to Erica Kirkland, Aaron Sing, Austin Pace, and Adam Hall was administered by Police Chief Graham
  
- B. Trail Town Designation by Florida's Office of Greenways and Trails was presented by Assistant City Manager of Public Services Williams. Mr. Williams stated that the Office of Greenways and Trails is a component of the Florida Department of Environmental Protection Florida State Park Systems. He described that they developed the Trail Town designation in 2018 to recognize communities that meet designated criteria. Mr. Williams described the application process. He informed of the City of Winter Garden's recognition, on January 22, 2020, as Florida's newest trail town; making the City the tenth trail town in the State. Mr. Williams listed those involved in the effort of attaining this designation and presented the emblem of designation to the City Commission.

City Manager Bollhoefer noted that City Urban Planner Kelly Carson was present at the awarding of this designation by the State Board. He noted that Ms. Carson described the States' excitement with the City of Winter Garden being the example for trails. He described the community built around the trail and its advantage.

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

- A. **Ordinance 20-13:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 19-52, THE CITY OF WINTER GARDEN FISCAL YEAR 2019-2020 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 20-13 by title only. Finance Director Zielonka stated that this Ordinance amends the current year budget to carry forward projects that were budgeted for last fiscal year but not completed by the end of the fiscal year. This ensures adequate funding to complete those projects and Exhibit 1 provides a list of carried forward projects.

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

City Manager Bollhoefer noted items carried year-by-year in the budget, which require the availability of funds in order to qualify for grants offered from the State of Florida.

There was discussion on the availability of the funds for dock repair and grant assistance from the State.

**Motion by Commissioner Maciel to approve Ordinance 20-13 with the second reading and public hearing February 27, 2020. Seconded by Commissioner Sharman and carried unanimously 5-0.**

- B. **Ordinance 20-15:** AN ORDINANCE BY THE CITY WINTER GARDEN, FLORIDA, AMENDING CHAPTER 18, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES TO CREATE LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; CREATING A NEW SECTION 18-63 TO REQUIRE MASONRY BLOCK, METAL, OR CONCRETE EXTERIOR AND INTERIOR LOAD BEARING WALLS IN CERTAIN STRUCTURES; CREATING A NEW SECTION 18-64 TO REQUIRE VERTICAL ACCESSIBILITY IN CERTAIN MULTI-FAMILY STRUCTURES HAVING TWO OR MORE FLOORS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, TRANSMITTAL AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 20-15 by title only. Community Development Director Pash stated that this Ordinance creates two new chapters in Chapter 18 of the City code. He noted that Section 18-63 requires the first floor exterior and load-bearing walls on commercial offices and multi-family buildings require masonry block, concrete, or metal. Section 18-64 requires that multi-family structures with two or more floors, containing ten or more dwelling units must provide vertical accessibility by installing elevators. He noted that there is also a provision that allows developers of multi-family projects containing less than 50 total dwelling units to request an exemption from that section. This would come through the site plan. Staff recommends approval of Ordinance 20-15.

City Manager Bollhoefer addressed the possible introduction of a variance to this ordinance allowing the City Commission to waiver of these items. He explained that in efforts of economic development or in areas of low-income neighborhoods, this could pose an issue of out-pricing for a project; noting ordinances of this nature killed a lot of good past projects elsewhere. There was discussion on the criteria for determination of a waiver, inspection requirements for elevators in commercial versus residential building code and State approval requirements to change building code. Mr. Bollhoefer noted the requirement for hardwire phone lines to commercial elevators which is not required for residential buildings and suggested bringing back the elevator issue as a separate ordinance.

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

**Motion by Commissioner Buchanan to approve Ordinance 20-15 with the second reading and public hearing February 27, 2020. Seconded by Commissioner Bennett and carried unanimously 5-0.**

#### **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

City Attorney Ardaman read Ordinance 20-04 by title only. Community Development Director Pash stated that this is request to repeal and replace the existing PCD ordinance at 12301 W. Colonial Drive. He noted that the applicant is proposing to develop this site by demolishing all existing buildings. The redevelopment would include a gas station, two hotels, and two commercial out parcels along West Colonial Drive, along with associated site improvements. He noted that the PCD Ordinance has design guidelines that limit the number of rooms to 220 between the two hotels. He also noted the limited use and allowance of one drive-through restaurant.

Mayor Rees addressed development already in the surrounding area, quality of the proposed hotels, and requested monitoring the aesthetics of the new development.

Mayor Rees opened the public hearing.

Ron Mueller, 709 Lake Cove Point Circle, Winter Garden, Florida addressed the issue of the need for a gas station along with the development of the hotels.

City Manager Bollhoefer responded by explaining how a gas station was not the City's preference, but necessary for developers to redevelop the entire site work, and have it be financially feasible; a gas station is an essential component in making the numbers work. He described past redevelopment projects; noting gas stations as a large financial component to these deals.

Mayor Rees closed the public hearing.

**Motion by Commissioner Buchanan to adopt Ordinance 20-04. Seconded by Commissioner Maciel 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 request would amend the future land use designation of low density residential to commercial. It also rezones the property from R-1 to Planned Commercial Development (PCD). He described the location of the property and noted that the site development would include two 2-story medical office buildings and a later phased single-story church. The applicant is required to make improvements to the adjacent roads, turn-lanes, as well as pay their fair share of new traffic light installation. He noted a 40 feet building height limitation for the two-story office buildings and noted the designs are similar to other Sonata products with a more residential feel. Staff recommends approval of Ordinances 20-07 and 20-08.

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

**Motion by Commissioner Maciel to adopt Ordinances 20-07 and 20-08. Seconded by Commissioner Sharman and carried unanimously 5-0.**

- D. **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

City Attorney Ardaman read Ordinance 20-14 by title only. Assistant City Manager of Administrative Services Gilbert stated that in 2019 the Florida legislature passed the Firefighter Cancer Presumption Bill under Chapter 112. The legislation addresses pension eligibility for firefighters meeting certain criteria such as diagnosis of certain type cancers and considerations of total and permanent disability. The ordinance amendment follows statutory requirements and codifies Chapter 54-193 of the City Code of Ordinances, adding subsection (b) to the line of duty presumptions. Staff recommends approval of Ordinance 20-14.

Mayor Rees commented on the interest rate.

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

**Motion by Commissioner Sharman to adopt Ordinance 20-14. Seconded by Commissioner Bennett and carried unanimously 5-0.**

## 5. **REGULAR BUSINESS**

- A. **Recommendation to approve Seminole County Piggy-Back Contract with Fausnight Stripe and Line, Inc. and authorize a Purchase Order for Citywide Roadway Markings, Striping and Brick Texture Surfacing Services in the amount of \$222,500**

Assistant City Manager of Public Services Williams stated that this is a request to piggyback the Seminole County contract with Fausnight Stripe and Line, Inc., approved in August of 2018. The request is for citywide roadway markings, striping and brick texture resurfacing. He listed some of the priorities identified for these services. Staff recommends approval.

There was discussion on the low pricing and scheduling work around school schedules.

**Motion by Commissioner Bennett to approve Seminole County Piggy-Back Contract with Fausnight Stripe and Line, Inc. and authorize a Purchase Order for Citywide Roadway Markings, Striping and Brick Texture Surfacing Services in an amount of \$222,500. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

B. Recommendation to approve SITE PLAN for 14180 W. Colonial Drive (DQ Grill & Chill), subject to conditions

Community Development Director Pash stated that this site plan review is for 14180 W. Colonial Drive. The applicant requests to construct an approximately 2600 square foot grill and chill restaurant with a drive-through. The plan includes associated site improvements and is consistent with the approved PCD ordinance. The plan has been reviewed and approved by the Development Review Committee (DRC). Staff recommends approval, subject to the DRC report.

Commissioner Maciel disclosed that he would recuse himself from this vote due to financial interest.

**Motion by Commissioner Buchanan to approve SITE PLAN for 14180 W. Colonial Drive (DQ Grill & Chill), subject to conditions. Seconded by Commissioner Sharman and carried 4-0-1; Commissioner Maciel abstained.**

C. Recommendation to approve SPECIAL EVENT – Winter Garden Heritage Foundation Wine Walk – October 15, 2020 – Event Time: 6:00 p.m. to 10:00 p.m.

Community Development Director Pash stated that this is an event request from Winter Garden Heritage Foundation to hold their Spirits in the Garden Wine Walk on Thursday, October 15, 2020 from 6:00 p.m. to 10:00 p.m. The event is to be the same as last year, starting at the Heritage Foundation with 13 different merchants with wine and food to sample. Staff recommends approval.

Mayor Rees inquired if this was the first time for the serving of spirits at the Heritage Foundation. Mr. Pash responded that they did this last year; noting there were no issues and everything went well.

**Motion by Commissioner Buchanan to approve Winter Garden Heritage Foundation Wine Walk – October 15, 2020 – Event Time: 6:00 p.m. to 10:00 p.m. Seconded by Commissioner Maciel and carried unanimously 5-0.**

D. Recommendation to approve SPECIAL EVENT – Annual Easter Egg Hunt – requested by the Winter Garden Lions Foundation, Inc. to use City Facilities and Newton Park - April 11, 2020 – 8:00 a.m. to 12:30 p.m.

Community Development Director Pash stated that the Winter Garden Lions Clubs requests holding its 69<sup>th</sup> Annual Easter Egg Hunt at Newton Park on April 11, 2020 from 8:00 a.m. to 12:30 p.m. He noted that this will be the same as previous years and described some of the activities. Staff recommends approval.

**Motion by Commissioner Sharman to approve Annual Easter Egg Hunt requested by the Winter Garden Lions Foundation, Inc. with use of City Facilities and Newton Park**

**on April 11, 2020 at 8:00 a.m. to 12:30 p.m. Seconded by Commissioner Bennett and carried unanimously 5-0.**

E. Discussion on E-Scooters

City Manager Bollhoefer noted that an Orlando company recently came to Winter Garden and did a Segway tour downtown. He stated that Orlando recently started allowing E-Scooters and there have been new laws. He indicated that the City of Winter Garden attorneys are currently researching the laws in order to implement regulations. He informed that there are laws giving protection to Segways and E-Scooters, but the State has also given the cities regulation rights. He disclosed that the City of Winter Garden recently received a letter from one of these companies; he expressed that it was somewhat threatening. He stated that the letter says that these are what the laws are, but no matter what, they are coming to the City on February 21, 2020 with their E-Scooters. He stated that, even though stated in the letter they would like to have amenable discussions with the City, they are still bringing them in on February 21, 2020.

Mr. Bollhoefer indicated that in the short term the attorneys would draft an ordinance on E-Scooters making it as strict as possible. He described the sidewalks in the downtown being crowded and described past issues experienced with bicycles and skateboards. He expressed that adding another motorized vehicles on the City's sidewalks would be a recipe for disaster.

There was discussion on the City's limitations without an ordinance in place. Also discussed was limitations of people with disabilities on already narrow sidewalks trying to navigate a wheelchair or walker with the introduction of E-Scooters. Mr. Bollhoefer expressed the immediate need for an ordinance and time for a review of this issue. Commissioner Buchanan spoke of the West Orange Trail already having limitations of not allowing motorized vehicles. There was discussion that the trails are primarily the State's regulation and this ordinance would regulate the City's streets and sidewalks. Commissioner Bennett noted that this could also possibly be a liability for the City.

**Motion by Commissioner Sharman to approve authorizing the City Attorney draft an ordinance addressing the regulation of E-Scooters. Seconded by Commissioner Bennett and carried unanimously 5-0.**

6. **MATTERS FROM PUBLIC**

Mark Anthony, 1507 Fullers Cross Road, Winter Garden, Florida inquired of the status on the red light at the end of Fullers Cross Road. City Manager Bollhoefer informed that the construction starts next week.

Mr. Anthony described the area around his home and informed of five homes impacted by drainage issues when it rains and requested a status update. Mr. Bollhoefer responded that staff reviewed several different solutions; the City is trying to find which will work best. There was discussion that an open flume out to the lake may be the solution. Mr. Anthony

requested that it not be fenced off so that the homeowners would have access to clean it. Mr. Bollhoefer noted that he did not think it would have a fence.

Mr. Anthony inquired about getting a fire hydrant in his area. Mr. Bollhoefer requested Mr. Anthony forward an email directly to him to get this resolved.

Mr. Anthony inquired of plans to two-lane Dillard Street. Mr. Bollhoefer explained of staff's plan reviews and purchase of right-of-way. Mr. Bollhoefer noted he understands that it is a concern for some, but is confident that once two-laned, traffic will work better, it will be pedestrian friendly and also create redevelopment. Mr. Bollhoefer shared information on the addition of roundabouts in surrounding towns noting better intersection improvements, and more cars moving than with the adding of lanes. He informed that the number of lanes does not determine how well traffic moves, it is actually intersection points and traffic lights.

Allison Painter, 393 N. Lakeview Avenue, Winter Garden, Florida voiced concerns regarding the need for a stop sign at the corner of Lakeview Avenue and Division Street. City Manager Bollhoefer noted that an analysis is in process to address issues on this road.

Ms. Painter also voiced concerns on the lack of parking for patrons of the downtown Post Office; suggesting that spaces be reserved. There was also discussion on police surveillance and parking meters as options.

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

8. **MATTERS FROM CITY MANAGER**

New State Road 429/Stoneybrook West Parkway Ramps

City Manager Bollhoefer indicated that information distributed regarding the beginning of work on State Road 429.

Roads for Resurfacing and Repair

City Manager Bollhoefer noted that he also distributed a list of roads scheduled for repair; noting that several projects in the City's main list are not included but will follow behind these projects. He indicated that Fuller's Cross Road was not included, as the City does not want to pave that road and install a traffic light at the same time.

Brandy Creek Stormwater Pipe Repair

City Manager Bollhoefer spoke of past solutions to repair collapsed pipes in the Brandy Creek neighborhood. He noted that one last pipe leading to their pond has collapsed on one side. He described how the City would like to do a repair at a cost of approximately \$30,000 to \$50,000; a price not fully known until reviewed. He expressed that it is essential for this neighborhoods stormwater.

Commissioner Buchanan inquired as to whether the City already paid for this item. Mr. Bollhoefer responded that everything was included in the past plan but this one pipe as there were no issues with it; he believes it was under water at the time. He stated that to avoid this in the future a waterfall would be installed on one side. There was discussion on the cost of the past work in this community, ways to pay for the current repair, stormwater projects and rates. They discussed Homeowner Associations (HOA) lacking funds to address these type of issues, funding the project entire cost or splitting the cost. City Manager Bollhoefer noted that a master plan for stormwater would later come to the City Commission for review.

**Motion by Commissioner Buchanan to approve repair of a collapsed pipe in the Brandy Creek Subdivision at a cost of approximately \$30,000 to \$50,000. Seconded by Commissioner Sharman and carried unanimously 5-0.**

**9. MATTERS FROM MAYOR AND COMMISSIONERS**

**Commissioner Maciel** thanked staff and volunteers for their efforts in the Greenways and Trails designation and noted that this is a big deal.

**Commissioner Buchanan** expressed that he piggybacks Commissioner Maciel's comments and noted that he too thinks that the Greenways and Trails designation is a big deal.

Commissioner Buchanan announced the installation event of 1,000 Trees at Tucker Ranch on February 22, 2020. There was discussion that this event would start at 9:00 a.m. with a dedication at 1:30 p.m. He also noted that the City is looking great.

**Commissioner Bennett** noted she would come to the Tucker Ranch event and thanked staff for all their hard work.

**Mayor Rees** shared his observation of a City employee making an extra effort to assist an older couple with their recycle bin. He asked that it be relayed to that employee that service like that is noticed and appreciated.

The meeting adjourned at 7:31 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk Angee Grimmage, CMC

\_\_\_\_\_  
Mayor John Rees

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

**From:** Laura Zielonka, Finance Director

**Via:** Michael Bollhoefer, City Manager

**Date:** February 7, 2020

**Meeting Date:** February 27, 2020

**Subject:** **Ordinance 20-13:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 19-52, THE CITY OF WINTER GARDEN FISCAL YEAR 2019-2020 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

**Issue:** Ordinance 20-13 amends the current year budget to carry forward prior year appropriations for projects, machinery and equipment and other items budgeted but not purchased and projects budgeted but not completed by fiscal year ending FY 2019. This will ensure that there is adequate funding to purchase those items and complete those projects that were not completed by year-end.

**Recommended action:** Motion to approve Ordinance 20-13.

**Attachments/References:** Ordinance 20-13

**ORDINANCE 20-13**

**AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 19-52, THE CITY OF WINTER GARDEN FISCAL YEAR 2019-2020 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on September 26, 2019, the City Commission of the City of Winter Garden, Florida, adopted Ordinance 19-52 appropriating and allocating all revenue and funds of the City of Winter Garden, Florida for the tax year beginning October 1, 2019 and ending September 30, 2020;

**WHEREAS**, the City Commission has decided to amend the City of Winter Garden, Florida Budget for the tax year beginning October 1, 2019 and ending September 30, 2020 to provide for budget carryovers from the preceding budget year;

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

**SECTION 1:** That the sum of \$26,005,636 to be appropriated as follows:

**REVENUES**

General Fund	\$ 5,982,834
Community Redevelopment Agency Fund	570,047
Law Enforcement Trust Fund	24,765
Local Option Gas Tax Fund	448,454
General Fund Fire Impact Fee Fund	3,383,253
Transportation Impact Fee Fund	2,589,442
Utilities Operating Fund	7,200,175
Utilities Impact Fee Fund	1,411,057
Utilities Renewal & Replacement	2,506,215
Stormwater Fund	1,770,416
Solid Waste Fund	59,678
Trailer City Fund	59,300
	<hr/>
	\$26,005,636

**EXPENDITURES**

General Fund	\$ 5,982,834
Community Redevelopment Agency Fund	570,047
Law Enforcement Trust Fund	24,765
Local Option Gas Tax Fund	448,454
General Fund Fire Impact Fee Fund	3,383,253
Transportation Impact Fee Fund	2,589,442

Utilities Operating Fund	7,200,175
Utilities Impact Fee Fund	1,411,057
Utilities Renewal & Replacement	2,506,215
Stormwater Fund	1,770,416
Solid Waste Fund	59,678
Trailer City Fund	59,300
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	\$26,005,636

**SECTION 2:** Detail for the aforementioned totals is attached as Exhibit 1, which shall be incorporated in the Ordinance. Should any portion of this Ordinance be held invalid, then such portions as are not declared to be invalid shall remain in full force and effect.

**SECTION 3:** This Ordinance shall become effective upon its adoption at the second reading and public hearing.

**READ FIRST TIME:** \_\_\_\_\_

**READ SECOND TIME AND PUBLIC HEARING HELD:** \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Mayor/Commissioner John Rees

ATTEST:

\_\_\_\_\_  
Angela Grimmage, City Clerk

**City of Winter Garden  
Carry Forward Budget  
Ordinance 20-13  
Exhibit 1**

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
<b>General Fund</b>				
001-0775-366.00-00	15036	Contributions	1,700,000	Grant from West Orange Health District for Tucker Ranch Farm
001-0213-399.99-00		Use of Fund Balance	4,282,834	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>5,982,834</b>	
<b>Executive:</b>				
001-0213-512.82-00		Aids to Private Organizations	50,000	Heritage Foundation - Historical Survey
<b>Economic Development</b>				
001-0215-552.63-00	17001	Improvements Other Than Buildings	123,777	Wayfinding Signage Phase II
<b>Information Tech:</b>				
001-0225-513.62-00	14002	Improvements Other Than Buildings	100,000	Fiber Internet Connection
001-0225-513.64-00		Equipment	54,311	Network Switch Project
001-0225-513.64-00		Equipment	10,497	EOC/Training Room Upgrade
001-0225-513.64-00		Equipment	29,535	Sensus Upgrade
<b>Police:</b>				
001-0521-521.62-00		Building	28,500	HVAC CID Building
001-0521-521.64-00		Police Equipment	12,819	Tablets / Laptops
<b>Telecommunications:</b>				
001-0530-521.62-00	18003	Building	29,230	Fire Suppression System
<b>Fire:</b>				
001-0620-522.62-00	17004	Building	2,200	Fire Admin Cabinetry
001-0620-522.64-00		Equipment	6,146	(4) LifePak CR Plus AED Kits, AHA voice prompt
001-0620-522.64-00		Equipment	65,715	Firefighting Drill Tower
001-0622-522.64-00		Equipment	228,505	Stn 22 - Apparatus/Equipment
001-0624-522.62-00	17007	Building	2,800	Stn 24 - Storage Shed - A/C Units
001-0624-522.63-00	19004	Building	935	Stn 24 - Fence Repair
<b>Streets:</b>				
001-0741-541.63-00	13011	Improvements Other Than Buildings	77,753	Dillard St Improv - SR 50> Plant St
001-0741-541.63-00	16003	Improvements Other Than Buildings	396,952	Trail Enhancement (Oval)
001-0741-541.63-00	19005	Improvements Other Than Buildings	20,000	Decorative Street Lights along E Plant
001-0741-541.63-00	19006	Improvements Other Than Buildings	891,544	Street/S-Walk Improvements (9th St, E Plant St)
<b>Administrative Services:</b>				
<b>Human Resources</b>				
001-0745-513.52-01		Operating Supplies	25,000	Supplies budgeted in FY19; purchased in FY20
<b>Facilities and Fleet</b>				
001-0746-539.63-00	16004	Improvements Other Than Buildings	3,548	Downtown Streetlight Retrofit
001-0746-539.63-00	19022	Improvements Other Than Buildings	9,038	City hall Parking Lot
001-0747-539.62-00	17010	Building	3,071	Light/Heavy Shop Heating
001-0747-539.62-00	19007	Building	34,160	New Office Space
001-0747-539.64-00		Equipment	11,500	Air Compressor
<b>Parks and Recreation:</b>				
001-0775-572.62-00	18008	Building	3,986	Newton Park Restroom Imp. - ongoing
001-0775-572.62-00	18009	Building	2,595	Little League Field Upgrades- Lights and ADA Parking
001-0775-572.62-00	19008	Building	140,500	Tucker Ranch Restroom Facilities
001-0775-572.62-00	19009	Building	212,560	Parks Office and Storage Building
001-0775-572.63-00	09041	Improvements Other Than Buildings	200,000	SR 50 Median Landscaping
001-0775-572.63-00	13007	Improvements Other Than Buildings	886,375	Tucker Ranch Heritage Park
001-0775-572.63-00	14007	Improvements Other Than Buildings	210,000	Newton Park Dock Replacement
001-0775-572.63-00	15002	Improvements Other Than Buildings	25,000	Newton Park Landscape (Sch. For spring '19)
001-0775-572.63-00	15003	Improvements Other Than Buildings	8,880	Little League Sunblock (add another section)
001-0775-572.63-00	15036	Improvements Other Than Buildings	1,703,977	Tucker Ranch Farm
001-0775-572.63-00	17014	Improvements Other Than Buildings	15,000	Newton Park Basin Bridge
001-0775-572.63-00	17040	Improvements Other Than Buildings	5,698	Newton Park Pier Repairs
001-0775-572.63-00	17052	Improvements Other Than Buildings	12,600	Veterans Park Ball Stop
001-0775-572.63-00	17056	Improvements Other Than Buildings	225,000	9th St Community Farm
001-0775-572.63-00	18033	Improvements Other Than Buildings	4,422	Walker Field and Little League Field (Feb '19)
001-0775-572.64-00		Equipment	24,784	Sprayer, High Capacity
001-0872-572.62-00	17018	Building	46,000	Jesse Brock Roof (Temp Repairs made)
001-0872-572.62-00	19010	Building	7,500	Braddock Park Equipment Shelter
001-0872-572.62-00	19011	Building	12,362	Jessie Brock Lighting
001-0872-572.63-00	17020	Improvements Other Than Buildings	11,249	Farnsworth House Demo
001-0872-572.63-00	19013	Improvements Other Than Buildings	6,810	Jessie Brock Courtyard Improvements
		<b>Total Expenditures</b>	<b>5,982,834</b>	

**City of Winter Garden  
Carry Forward Budget  
Ordinance 20-13  
Exhibit 1**

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
<b><u>Community Redevelopment Agency Fund</u></b>				
120-0213-399.99-99		Use of Fund Balance	570,047	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>570,047</b>	
120-0213-552.63-00	17001	Improvements Other Than Buildings	60,000	Downtown Wayfinding Signs
120-0213-552.63-00	17022	Improvements Other Than Buildings	300,000	East Winter Garden Zone 1
120-0213-552.63-00		Improvements Other Than Buildings	210,047	Funding for Capital Projects
		<b>Total Expenditures</b>	<b>570,047</b>	
<b><u>Law Enforcement Trust Fund</u></b>				
121-1121-399.99-99		Use of Fund Balance	24,765	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>24,765</b>	
121-1421-521.62-00	18013	Building	24,765	Lighting- K9 Training area
		<b>Total Expenditures</b>	<b>24,765</b>	
<b><u>Local Option Gas Tax Fund</u></b>				
160-0741-399.99-99		Use of Fund Balance	448,454	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>448,454</b>	
160-0741-541.63-00	15020	Improvements Other Than Buildings	264,426	Downtown Brick Pavers
160-0741-541.63-00	16008	Improvements Other Than Buildings	99,028	Pavement Striping
160-0741-541.63-00	16027	Improvements Other Than Buildings	5,000	Lakeview Reserve HOA
160-0741-541.63-00	17023	Improvements Other Than Buildings	50,000	SR 50 Crosswalk Striping
160-0741-541.63-00	19035	Improvements Other Than Buildings	30,000	SR50 Signalized intersections (7 total)
		<b>Total Expenditures</b>	<b>448,454</b>	
<b><u>General Impact Fee Fund</u></b>				
170-0521-399.99-99		Use of Fund Balance	8,416	To balance revenues/expenditures
170-0620-399.99-99		Use of Fund Balance	1,774,837	To balance revenues/expenditures
170-0872-399.99-99		Use of Fund Balance	1,600,000	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>3,383,253</b>	
170-0521-521.64-00		Equipment	2,924	Dispatch Workstations
170-0521-521.64-00		Machinery and Equipment	5,492	tablets for new authorized positions
170-0622-522.62-00	18015	Buildings	1,774,837	Fire Station - Southwest WG
170-0872-572.61-00		Land	1,600,000	Purchase of Property Adjacent to Newton Park Approved at 4/18/18 Commission Meeting
		<b>Total Expenditures</b>	<b>3,383,253</b>	
<b><u>Transportation Impact Fee Fund</u></b>				
174-0741-399.99-99		Use of Fund Balance	2,589,442	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>2,589,442</b>	
174-0741-541.63-00	08005	Improvements Other Than Buildings	999,597	Marsh Rd (CR545> Hckry Hammock)
174-0741-541.63-00	09041	Improvements Other Than Buildings	165,574	SR 50 Median Landscaping
174-0741-541.63-00	12026	Improvements Other Than Buildings	417,851	Plant/Avalon Intersection
174-0741-541.63-00	13017	Improvements Other Than Buildings	516,359	Stoneybrook Round-about
174-0741-541.63-00	13043	Improvements Other Than Buildings	125,739	Lulu Ck/Stormwater Landscaping
174-0741-541.63-00	13049	Improvements Other Than Buildings	73,084	E Crown Pt/Fullers Cross Intersection
174-0741-541.63-00	15008	Improvements Other Than Buildings	100,000	Plant St East-Median Landscaping
174-0741-541.63-00	16010	Improvements Other Than Buildings	178,261	E Crown Pt-Plant to Crown Pt Cross
174-0741-541.63-00	16029	Improvements Other Than Buildings	3,035	Plant/E Crown Turn Lane
174-0741-541.63-00	18043	Improvements Other Than Buildings	9,942	CR545 4-LN Tumpike to SR50
		<b>Total Expenditures</b>	<b>2,589,442</b>	
<b><u>Utilities Operating Fund</u></b>				
410-2116-399.99-99		Use of Fund Balance	7,200,175	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>7,200,175</b>	
410-2116-533.63-00	13044	Improvements Other Than Buildings	300,000	Johns Lake Waterside Util U/S
410-2116-533.63-00	15009	Improvements Other Than Buildings	5,846,714	Marsh Rd Potable/Reuse Tanks
410-2116-533.64-00		Equipment	9,251	Pump Motors (2)
410-2117-535.63-00	17025	Improvements Other Than Buildings	249,526	WWTP-Expansion at Crest Av
410-2117-535.63-00	18021	Improvements Other Than Buildings	280,500	Tucker Ranch Utilities (Wastewater)
410-2126-533.52-01	16030	Miscellaneous Operating Supplies	179,400	Meter Change Out Project
410-2126-533.63-00	12022	Improvements Other Than Buildings	22,391	Flex Net Install
410-2126-533.63-00	16014	Improvements Other Than Buildings	193,850	2" Water Main Upgrades
410-2126-533.63-00	18021	Improvements Other Than Buildings	26,885	Tucker Ranch Utilities
410-2126-533.64-00		Equipment	35,842	Ground Penetrating Radar
410-2127-533.63-00	19016	Improvements Other Than Buildings	55,816	Slip Lining
		<b>Total Expenditures</b>	<b>7,200,175</b>	

**City of Winter Garden  
Carry Forward Budget  
Ordinance 20-13  
Exhibit 1**

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
<b><u>Utilities Impact Fee Fund</u></b>				
411-2116-399.99-99		Use of Fund Balance-Water	1,411,057	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>1,411,057</b>	
411-2117-535.63-00	15009	Improvements Other Than Buildings	16,495	Marsh Rd Potable Tanks
411-2126-533.63-00	16006	Improvements Other Than Buildings	8,500	S Highland (Smith > Maple)
411-2126-533.63-00	16014	Improvements Other Than Buildings	72,797	2" Water Main Upgrades (city-wide)
411-2126-533.63-00	17026	Improvements Other Than Buildings	288,000	Windward Cay Reuse/Retrofit
411-2126-533.63-00	17027	Improvements Other Than Buildings	1,025,265	Reclaim/Reuse/Aquifer Projects
		<b>Total Expenditures</b>	<b>1,411,057</b>	
<b><u>Utilities Renewal &amp; Replacement Fund</u></b>				
412-2116-399.99-99		Use of Fund Balance	2,506,215	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>2,506,215</b>	
412-2126-533.63-00	15013	Improvements Other Than Buildings	483,019	Gravity Sewer Rehab
412-2126-533.63-00	16020	Improvements Other Than Buildings	1,473,196	9th Street Sewer Upgrades
412-2126-533.63-00	19036	Improvements Other Than Buildings	550,000	9th Street (Regal Pointe to Plant)
		<b>Total Expenditures</b>	<b>2,506,215</b>	
<b><u>Stormwater Fund</u></b>				
420-2218-399.99-99		Use of Fund Balance	1,770,416	
		<b>Total Revenues</b>	<b>1,770,416</b>	
420-2618-538.63-00	14011	Improvements Other Than Buildings	175,061	Stormwater R&R Improvements
420-2618-538.63-00	15015	Improvements Other Than Buildings	618,645	Bradford Park Erosion Control
420-2618-538.63-00	16027	Improvements Other Than Buildings	8,332	Lakeview Reserve HOA
420-2618-538.63-00	17028	Improvements Other Than Buildings	74,500	Stormwater Pollution Control
420-2618-538.63-00	18035	Improvements Other Than Buildings	28,878	Stormwater Master Plan
420-2618-538.63-00	19017	Improvements Other Than Buildings	65,000	Donald Dr Drainage Improvements
420-2618-538.63-00	19018	Improvements Other Than Buildings	300,000	E Winter Garden Drainage Improvements
420-2618-538.63-00	19019	Improvements Other Than Buildings	500,000	Lulu Creek Erosion Control
		<b>Total Expenditures</b>	<b>1,770,416</b>	
<b><u>Solid Waste Fund</u></b>				
430-3134-399.99-99		Use of Fund Balance	59,678	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>59,678</b>	
430-3134-534-62-00	17054	Building	5,222	Fleet Shop Addn for Heavy Solid Waste Trucks
430-3134-534-62-00	19020	Building	54,456	Parking Shelter Expansion
		<b>Total Expenditures</b>	<b>59,678</b>	
<b><u>Trailer City Fund</u></b>				
450-3657-399.99-99		Use of Fund Balance	59,300	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>59,300</b>	
450-3657-539.62-00	17032	Buildings	55,300	Office Renovations
450-3657-539.63-00	16018	Improvement Other Than Bldg	4,000	Upgrade city owned lots
		<b>Total Expenditures</b>	<b>59,300</b>	
		<b>Grand Total</b>	<b>26,005,636</b>	



**ORDINANCE NO. 20-15**

**AN ORDINANCE BY THE CITY WINTER GARDEN, FLORIDA, AMENDING CHAPTER 18, ARTICLE II OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES TO CREATE LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; CREATING A NEW SECTION 18-63 TO REQUIRE MASONRY BLOCK, METAL, OR CONCRETE EXTERIOR AND INTERIOR LOAD BEARING WALLS IN CERTAIN STRUCTURES; CREATING A NEW SECTION 18-64 TO REQUIRE VERTICAL ACCESSIBILITY IN CERTAIN MULTI-FAMILY STRUCTURES HAVING TWO OR MORE FLOORS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, TRANSMITTAL AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Garden (“City”) recognizes that chapter 553, Florida Statutes, allows local governments to adopt and enact local administrative amendments to the Florida Building Code that are more stringent than the minimum standards described therein so long as such amendments are transmitted to the Florida Building Commission within thirty days after enactment and are made available to the general public in a useable format; and

**WHEREAS**, the City recognizes that chapter 553, Florida Statutes, allows local governments to adopt and enact local technical amendments to the Florida Building Codes Act that address local needs requiring the strengthening of the requirements of the Florida Building Codes subject to the requirements of section 553.73(4)(b), Florida Statutes; and

**WHEREAS**, the City finds that such local technical amendments to the Florida Building Code adopted pursuant to this Ordinance meet the requirements for local amendments pursuant to section 553.73(4)(b), Florida Statutes; and

**WHEREAS**, the City finds that such local technical amendments adopted pursuant to this Ordinance are no more stringent than necessary to address the local needs for same, the additional requirements are not discriminatory against materials, products, or construction techniques of demonstrated capabilities, and the additional requirements do not introduce a new subject not addressed in the Florida Building Code; and

**WHEREAS**, the City has determined that all technical amendments enacted hereby are based upon a review of local conditions, which review demonstrates by evidence or data that the City exhibits a local need to strengthen the Florida Building Code beyond the needs or regional variation addressed by the Florida Building Code; and

**WHEREAS**, the City has and shall make readily available, in usable format, all technical amendments adopted as referenced herein, and the City has considered and shall include in its transmittal to the Florida Building Commission a fiscal impact statement which documents the

costs and benefits of the proposed technical amendment. Such fiscal impact state includes the impact to local government relative to enforcement, the impact to property and building owners, as well as to industry, relative to the cost of compliance; and

**WHEREAS**, the City finds that it is in the best interest of the health, safety and general welfare of the residents of Winter Garden and the general public that the exterior and interior load bearing walls of the first story of all structures constructed after adoption of this Ordinance be constructed using masonry block, concrete, or metal except as excluded from such requirements as set forth herein; and

**WHEREAS**, the City finds that it is in the best interest of the health, safety and general welfare of the residents of Winter Garden and the general public that certain multi-family structures with two or more floors provide elevators for vertical accessibility.

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

**SECTION 1. Recitals.** The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

**SECTION 2. City Code Amendment.** Article II of Chapter 18 of the Code of Ordinances of the City of Winter Garden relating to the Building Code is hereby amended to create local amendments to the Florida Building Code by adding new Section 18-63 and Section 18-64 as follows (words that are underlined are additions; words that are stricken are deletions; and all other provisions of Chapter 18 shall remain unchanged):

Sec. 18-63. – First Story Wall Material Requirements. The Florida Building Code as adopted by this chapter as it pertains to the construction of structures within the city is hereby amended to require that the exterior walls and interior load bearing walls of the first floor (or story) of all structures intended for human habitation or public access must be constructed using masonry block, concrete, or metal, except that this requirement does not apply to single-family structures, duplex structures, tri-plex structures, quad-plex structures or other residential structures having four (4) or fewer dwelling units.

Sec. 18-64. – Vertical Accessibility. The Florida Building Code as adopted by this chapter as it pertains to the construction of structures within the city is hereby amended to require that for multi-family structures having two (2) or more floors (or stories or levels), containing ten (10) or more dwelling units and with primary access to the interior of one or more dwelling units being on the second or higher floor of such structure, such structure must provide an elevator for vertical accessibility from the ground floor to and from the second floor and higher floors to ensure that each dwelling unit within the structure has vertical accessibility to and from the ground floor. The developer of a multi-family project having less than fifty (50) total dwelling units may apply for a waiver of this requirement upon good cause shown why the vertical accessibility requirements of this section are not feasible for the project and not providing such will not limit housing options

for persons with disabilities. Further, the developer of a multi-family development having a substantial component of its dwelling units as affordable housing may apply for a waiver of this requirement upon good cause shown why the vertical accessibility requirements of this section are not feasible for the project. Request for waivers under this section are to be decided by the City Commission. This requirement applies regardless of whether the multi-family project or structure(s) is funded with private or public funds. In addition, whenever an elevator or lift is used in the construction of residential structures, such is required to have operational hard-wired telephone service to the interior of the elevator or lift for emergency communications purposes.

**SECTION 3. Codification.** Section 2 of this Ordinance shall be incorporated into the Winter Garden City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**SECTION 4. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 5. Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

**SECTION 6. Transmittal.** This Ordinance enacting technical and administrative amendments to the Florida Building Code shall be transmitted to the Florida Building Commission within 30 days after enactment.

**SECTION 7. Effective Date.** This Ordinance shall not become effective until 30 days after this Ordinance has been received by and the amendments set forth in Section 2 of this Ordinance are published by the Florida Building Commission.

**FIRST READING:** \_\_\_\_\_, 2020

**SECOND READING:** \_\_\_\_\_, 2020

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

CITY COMMISSION

CITY OF WINTER GARDEN

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John Rees, Mayor/Commissioner

ATTEST:

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Angela Grimmage, City Clerk

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

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

**Via:** City Manager Mike Bollhoefer

**Date:** February 21, 2020                      **Meeting Date:** February 27, 2020

**Subject:** Reduce and remove Code Enforcement lien for 13728 Fox Glove Street  
(PARCEL ID# 03-23-27-8234-09-047)  
**CODE CASE 10-1549 AND 17-155**

**Issue:**

The owners of this property (the Landt's) incurred a Code Enforcement lien in 2010 because they did not maintain the house, the pool screen was ripped open, and the pool was filled with black water creating a mosquito breeding area and generally unsafe conditions.

**Discussion:**

The owners vacated their home and did not maintain the property, pool, or screen room. This created a mosquito breeding area and unsafe conditions. The HOA requested that the City get involved with the safety of this property. In 2010 a recurring fine was imposed on the property but nobody fixed the problems. The HOA asked the City again to get involved and in 2017 another Case was opened and approved by City Commission (May 11, 2018) to install a cover on the pool to make it safe. After the cover was installed the recurring fine was stopped. Throughout the years staff spent a considerable amount of time working on this property and ultimately hired a contractor to cover the pool. The HOA foreclosed on the property and now they have a contract to sell the property to someone who will refurbish it and sell the home.

**Recommended Action:**

Staff recommends that City Commission reduce the lien to \$20,000.00 to cover City expenses and release the lien if paid by March 27, 2020.

**Attachment(s)/References:**

Letter from owner explaining history and requesting reduction



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February 20, 2020

City of Winter Garden  
Steve Pash

Re: Code Enforcement Liens - 13728 Fox Glove Winter Garden

Mr. Pash:

My plan is to clean and fix up all facets of the above mentioned home and will permit all necessary items as required. If you so kindly would consider a Reduction in the Code Enforcement Liens on the property so we are able to make the purchase I would greatly appreciate it. If anything else is needed please contact me.

Regards,

Nicholas A. Burden

**From:** [Barbara-KW](#)  
**To:** [Stephen Pash](#)  
**Cc:** [Gianni Acireale](#); [Amber Shields](#)  
**Subject:** RE: 13728 Fox Glove Street, Stoneybrook West  
**Date:** Friday, February 7, 2020 10:44:19 AM

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Dear Mr. Pash,

Thank you for your time this morning, I would like to request that the liens on the property mentioned above be lowered as we now have the property listed and a pending contract to close. Upon the HOA acquiring this property we had no idea the amount of the municipal liens on it. We understand the amount of time that has gone into this property and we are working on getting it sold to bring up to our standards.

Thank you again for your time and help in this matter, I look forward to hearing from you.

Sincerely,

Barbara Waltman



*Barbara Waltman*, GRI  
Realtor  
Cell: 407-616-2790  
[bwaltman@kw.com](mailto:bwaltman@kw.com)  
Keller Williams Classic Realty

**kw** KELLER WILLIAMS  
CLASSIC REALTY

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

**From:** Frank Gilbert  
Assistant City Manager – Administrative Services

**Via:** Mike Bollhoefer  
City Manager

**Date:** February 20, 2020                      **Meeting Date:** February 27, 2020

**Subject:** Authorization to Dispose of Surplus Vehicles and Equipment.

**Issue:** Disposal of vehicles, equipment and property that are no longer functional, usable or have become obsolete as of February 5, 2020.

**Recommended Action:** Motion to declare the attached list of vehicles and equipment, as surplus and authorize their sale or disposal in a manner to be determined by the City Manager.

**Attachments/References:** List of Surplus Items

City of Winter Garden  
Surplus Vehicles and Equipment

AS OF 2/20/2020

Veh #	Fixed Asset #	Department	Vehicle Year	Asset Description	Serial Number / VIN	Date Acquired	Condition
181	4552	Police Department	2009	CROWN VICTORIA	2FAHP71V29X126382	2/19/2019	No longer usable
122	4235	Police Department	2008	CROWN VICTORIA V122	2FAFP71V18X141073	12/1/2007	No longer usable
293	1464	Facilities	1999	CHEV 2500 K2500 UTILITY	1GCGC24R7XR706267	4/15/1999	No longer usable
63	2727	Fire Department	2001	FORD EXPEDITION	1FMEU15L31LA39907	10/23/2003	No longer usable
2293	2293	Fire Department	2002	CROWN VICTORIA	2FAFP71W02X137760	2/9/2002	No longer usable
238	3230	Recreation	2005	FORD TAURUS	1FAFP53245A304231	7/6/2005	No longer usable
221	2613	Code Enforcement	2003	CHEVROLET PICKUP	1GCEC14X23Z311102	6/6/2003	No longer usable
290	6051	Solid Waste	2014	2014 Lodal Evo SL	1L9AS27B7EK006157	5/21/2014	No longer usable
260	3828	Solid Waste	2003	2003 Mack Frontload	1M2K195C63M022011	11/17/2006	No longer usable
203	1813	Collections	2000	CHEVROLET PICKUP	1GCEK14W8Y2352470	8/16/2000	No longer usable
27	552	Stormwater	1998	DODGE TOOL TRUCK	3B6MC3655WM279047	7/15/1998	No longer usable
112	5878	Police Department	2014	FORD POLICE SUV	1FM5K8AR9EGB27612	12/19/2013	Wrecked
157	3903	Police Department	2007	CROWN VICTORIA	2FAFP71W47X131189	1/9/2007	No longer usable
949S		Stormwater	2006	ELGIN STREET SWEEPER	49HAADB47DW84120	10/6/2006	No longer usable
	1454	Parks		JOHN DEERE GATOR	033702	10/1/1998	No longer usable
	2080	Fleet		COATS RIM CLAMP TIRE MACHINE	0006108893	4/2/2001	No longer usable
	3044	Fleet		TWO POST LIFT	14000KM18166	11/9/2004	No longer usable
	3378	Trailer City	2005	SCAG ZCAT MOWER	A4600391	7/1/2005	No longer usable
	1632	Parks	1993	WEE DUMP TRAILER		3/25/1993	No longer usable
	1626	Waste Water	1999	MASSEY FERGUSON 4263 TRACTOR	27071	9/13/1999	No longer usable
	574	Fleet		PORTABLE WELDER		11/30/1988	No longer usable
	None	Fleet		CHAMPION AIR COMPRESSOR		UNKOWN	No longer usable
	None	Fleet		4.6L FORD ENGINE		UNKOWN	No longer usable
	None	Fleet		ASSORTED OLD POLICE CAR PARTS		Various	No longer usable
	None	Fleet		TRANSMISSION CLEANER MACHINE		UNKOWN	No longer usable
	None	Police Department		1 LOT OF POLICE BICYCLES		UNKOWN	No longer usable

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

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

**Via:** Mike Bollhoefer, City Manager

**Date:** February 20, 2020                      **Meeting Date:** February 27, 2020

**Subject:** Approve the Sarasota County Piggy-Back Contract with Engineered Spray Solutions, LLC and Authorize a Purchase Order for Sanitary Sewer Manhole and Stormwater Structure Lining Services.

**Issue:** Sarasota County awarded a contract to Engineered Spray Solutions, LLC in August of 2016 to provide services and materials concerning the lining of existing sewer manholes and stormwater structures. Staff is requesting to piggyback on this contract for the restoration of fiberglass manholes on 9<sup>th</sup> Street and State Road 50.

Funding in the amount of \$650,000 has been included in the current operating budget and while staff is requesting an approval of a purchase order for the full amount, the initial work release in the amount of \$69,134.10 is for the rehabilitation of two manholes on 9<sup>th</sup> Street. Upon certification and acceptance by the City, authorization for an additional work release in the amount of \$580,865.19 maybe granted.

**Recommended Action:**

Approve the Sarasota County Piggy-Back Contract with Engineered Spray Solutions, LLC and authorize a purchase order in the amount of \$650,000 for Sanitary Sewer Manhole and Stormwater Structure Lining Services.

**Attachments/References:**

- Agreement for Sanitary Sewer Manhole and Stormwater Structure Lining Services.
- Exhibit “1”, Original Sarasota Contract
- Exhibit “2-A”, Proposal for Manholes on 9<sup>th</sup> Street.
- Exhibit “2-B”, Bid Form – Price Schedule.

**Manholes & Stormwater Structures Lining Services Agreement**  
**PIGGYBACK AGREEMENT TO SARASOTA COUNTY AND ENGINEERED SPRAY SOLUTIONS, LLC**  
**UNIT PRICE CONTRACT DATED AUGUST 23, 2016 (Contract No. 2016-401)**

THIS MANHOLES & STORMWATER STRUCTURES LINING SERVICES 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 ENGINEERED SPRAY SOLUTIONS, LLC, a Florida limited liability company whose principal address is 1306 Banana Road, Lakeland, Florida 33810 (hereinafter referred to as “ESS”).

WHEREAS, the City desires to engage an independent contractor to perform services and materials concerning the lining of existing sewer manholes and stormwater structures; and

WHEREAS, Sarasota County (the “County”) has previously selected ESS through the competitive procurement process to provide the County with services and materials concerning the lining of existing sewer manholes and stormwater structures and the County entered into that certain UNIT PRICE CONTRACT with ESS on August 23, 2016 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 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 ESS’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 ESS, and ESS agrees to enter into and does hereby enter into this Agreement with the City for street sweeping 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. ESS shall provide the City with services and materials concerning the lining of existing sewer manholes and stormwater structures in accordance with the scope of services and other terms and conditions of the Original Government Contract between the County and ESS attached hereto as **Exhibit “1,”** except that the “City of Winter Garden” shall be substituted for the “County” and references to “COUNTY.” For services rendered by ESS to the City, the City shall pay to ESS the unit prices specified in the Original Government Contract for the work assigned by the City through Release Orders. ESS 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 ESS without a Release Order shall be without liability to the City, and at the ESS's own risk. The scope of services and other terms and conditions of the Original Government Contract 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 ESS under this Agreement. Unless otherwise approved by the City Commission, the total amount of compensation paid to ESS under this Agreement through Release Orders authorizing work shall not exceed \$650,000. 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 ESS'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 ESS 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 ESS. 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. **RELEASE ORDER #1.** Upon execution of this Agreement, this Paragraph 3 shall constitute a Release Order pursuant to this Agreement for ESS to provide the services and materials set forth in the proposal attached hereto as **Exhibit "2"** and incorporated herein by this reference for a total price not to exceed \$69,134.10. Future Release Orders may be issued by the City in accordance with other provisions of this Agreement.

4. **TERM/TERMINATION.** The term of this Agreement (the "Term") shall be from the Effective Date until August 30, 2021, 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.

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

6. 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 Ninth 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, ESS's exclusive remedy for delays, impacts, disruption, acceleration, resequencing, and interruptions in performance of the services caused by events beyond ESS'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, ESS 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) ESS hereby represents and warrants to City that ESS has the knowledge, experience and skill to perform the services required to be performed by it hereunder; that ESS 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) ESS 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 ESS to its employees. ESS shall also require, by contract, that all sub-consultants shall comply with the provisions of this subsection.

(iii) ESS 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 ESS 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. ESS represents and warrants that ESS complies with this subsection and that ESS shall at all times continue to comply with the requirements of this subsection.

(v) ESS 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) ESS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ESS 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 ESS, 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) Public Records. The public records requirements of the Original Government Contract are incorporated into this Agreement except that the notice under such is replaced with the following:

**IF ESS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ESS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF WINTER GARDEN, ATTN: CITY CLERK, TELEPHONE: 407-656-4111,**

**EMAIL: agrimage@cwgd.com; 300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787.**

(G) 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.

(H) Indemnification. ESS 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 ESS or anyone directly employed by it or anyone for whose acts it is liable. For purposes of compliance with Florida law, ESS 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 ESS 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 ESS 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) ESS represents and warrants that the information contained within the certifications and statements made by ESS 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 ESS 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 ESS, ESS 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 ESS's claim. The City and ESS 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. ESS 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 ESS 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. ESS shall comply with the statutory (Section 255.05, Florida Statutes) and contractual obligations to provide a payment bond, performance bond and the material and workmanship 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 ESS 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 ESS 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 ESS for work to be performed is less than \$200,000.00.

(L) No Liens: ESS 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. ESS and its subcontractors, materialmen, laborers, vendors and all others claiming by and through ESS shall not record or file any claims of lien concerning any project, work, Release Order, or any portion thereof.

7. 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 ESS :                   ENGINEERED SPRAY SOLUTIONS, LLC  
                                  Attn: Jim Collier, President  
                                  1306 Banana Road  
                                  Lakeland, Florida 33810

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

8. 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.

[Signature on Next Page]

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.

**ENGINEERED SPRAY SOLUTIONS, LLC**

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

\_\_\_\_\_  
By: Jim Collier

Its: President

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

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
By: Michael Bollhoefer

Its: City Manager

Approved by the City Commission on  
\_\_\_\_\_, 2020.

Attest: \_\_\_\_\_  
Angela Grimmage, City Clerk

**UNIT PRICE CONTRACT**

This Contract is made and entered into as of the date of execution by both parties, by and between Sarasota County, a political subdivision of the State of Florida, (hereinafter "County") and **Engineered Spray Solutions, LLC**, a Florida limited liability company, (hereinafter "Contractor").

**WITNESSETH:**

**WHEREAS**, the County requires the services of a contractor to perform SprayRoq Protective Lining for Existing Sewer Manholes and Stormwater Structures; and,

**WHEREAS**, on April 14, 2016, the Sarasota County Procurement Official approved a Sole Source Request allowing the County to enter into a contract with the Contractor for these products and services; and,

**WHEREAS**, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

**NOW, THEREFORE**, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

- I. **Materials, Services, and Labor:** Contractor shall furnish all the labor, services and materials for **SprayRoq Protective Lining for Existing Sewer Manholes and Stormwater Structures**. All work and labor shall be done in accordance with Work Assignments issued by the County.
- II. **Contract Amount; Work Assignment Pricing; Term; Non-Appropriations:**
  - A. The total amount for all Work Assignments shall not exceed a total contract price of \$2,700,000.00.
  - B. The amount for each Work Assignment shall be calculated based upon the extended line item prices set forth in the Unit Price Schedule, attached hereto and incorporated herein as Exhibit A. The total Contract amount set forth above is the maximum amount available for payment for work performed under this Contract. However, the Contractor understands and acknowledges that no minimum amount of work or payment is guaranteed under this Contract.
  - C. This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three (3) years. At the conclusion of three (3) years, the Contract may be renewed for two (2) additional successive one (1) year terms, subject to written agreement by both parties. Any work assignment commenced prior to the expiration of the term or any renewal of this Contract may be

completed after the expiration date.

D. The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

**III. Contract Documents:** The following Contract Documents are attached hereto and incorporated herein:

Exhibit B - General Conditions

Exhibit C - Supplemental General Conditions

Exhibit D- Technical Specifications

Exhibit E - EPA Stormwater Management Guide

**IV. Performance and Payment Bond:** A Performance and Payment Bond will be required on Work Assignments having an initial total of \$200,000 or more. A bond may be required on Work Assignments in lesser amounts. If required, the Contractor shall furnish to the County, prior to the commencement of operations hereunder, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the Work Assignment price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County shall reimburse the Contractor for the actual cost of the Performance and Payment Bond whose cost shall be delineated on the Work Assignment form. The County will only accept a Performance and Payment Bond with an A.M. Best rating of 'B+' (Very Good) or better. Any such bond shall be provided by the Contractor to the County prior to issuance of a Work Assignment.

**V. Insurance:** Contractor shall procure and maintain insurance as specified in Exhibit F, Insurance Requirements, attached hereto and made a part of this Contract.

**VI. Contractor's Affidavit:** When all Work contemplated by the Contract has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit in a form approved as required by the County. Release(s) of Lien may also be required by the County at its option.

**VII. Price Adjustments:** Prices shall remain firm for the first twelve-month base Contract term.

1. Requested price changes for the remaining terms will be adjusted using the Bureau of Labor Statistics Consumer Price Index (CPI-U), U.S.A.

1982-84 equals 100. To calculate the inflation rate, the prior year's index is subtracted from the current years index, then divided by the prior year's index, and this number is multiplied by 100 to generate the percentage of adjustment.

- a) If, on the anniversary date, the index shows a change from the index of the previous year, this percentage, not to exceed 4% annually, will be used to adjust the Contract unit prices.

#### **VIII. Payment:**

- A. Work Assignments of less than 90 days duration and less than \$100,000.00 dollars in value: Upon completion and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Work Assignment.
- B. Work Assignments greater than 90 days duration but less than \$100,000.00 dollars in value: Upon certification and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract. Prior to completion, monthly payments shall not exceed 80% of the value of the materials furnished or services and work completed up to the time of said application. The Contractor must update each new request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the County or its duly authorized agent of all work, materials or services required under this Work Assignment.
- C. Work Assignments greater than \$100,000.00 in value: Upon certification and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract. All pay requests must be submitted in a form satisfactory to the Clerk of Court who initiates disbursements. Prior to Substantial Completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less an amount retained as shown on the "Retainage Table" of **General Conditions 13.5**. Retainage may be reduced by the County upon issuance of the Certificate of Substantial Completion if, in the sole opinion of the County, sufficient progress on the schedule has been accomplished, all Notices of Lien have been resolved, and the County has adequate retainage for the final completion of the Project and all estimated liquidated damages. The County shall inform the Contractor's Surety of any reduction in

retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal.

Final payment shall be made after approval by the County or its duly authorized agent of all work, materials or services required under this Contract.

1. Monthly pay requests shall be submitted each month on the anniversary date of the Notice to Proceed.
2. Monthly pay requests for less than \$200 are not acceptable and will not be processed, except for a final pay request.

**IX. Invoicing:** The Contractor shall submit invoices for payment to the address indicated on the purchase order. Invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Contractor for correction and resubmission. Contractor shall not perform any service or provide products until it has been issued a purchase order number.

**X. Time for Performance:** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that the time for completion of a Work Assignment shall begin on the date of the issuance of the Notice to Proceed. Contractor also agrees no work will begin prior to such date, and that all work to be performed under the provisions of the Work Assignment shall be completed to Substantial Completion within the time frame specified in each individual Work Assignment, plus an additional 30 calendar days for Final Acceptance, subject only to delays caused by force majeure.

**XI. Liability of the Contractor:** Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

This Section of the Contract will survive the completion or termination of the Contract.

**XII. Changes:** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto.

**XIII. Liquidated Damages:** The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the

additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in the Work Assignment documents exceeds the time(s) allowed therefore, shall be the amount(s) per day as stipulated in the Work Assignment, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein as specified in the Work Assignment(s). The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion for each individual Work Assignment is delayed beyond the required date of Substantial Completion shall be **negotiated at the time of the Work Assignment between the Administrative Agent and the Contractor**. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance for each individual Work Assignment is delayed beyond the required date of Final Acceptance shall be **25% of the Substantial Completion amount**.

**XIV. Contractor's Representations:** Contractor makes the following representations:

- A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- B. Contractor has investigated and is fully informed of construction and labor conditions, potential obstructions to be encountered, character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans where supplied in the Contract Documents.
- C. Contractor has given County written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract and the written resolution thereof by County is acceptable to the Contractor.
- D. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that Contract

Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

- F. The Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
- G. In accordance with §287.133, F.S., 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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- H. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

**XV. Entire Contract:** This Contract constitutes the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of the Contract. The Contractor recognizes that any representations, statements, or negotiations made by County representatives do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

**XVI. Notice Provision:** Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any Contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCA's (Interim Field Change Agreement) and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via facsimile, email, or U.S. mail, postage prepaid, addressed as follows.

**Contractor Representative:**

**County's Administrative Agent:**

**Name** Jim Collier  
**Title** President  
**Address** 1306 Banana Road  
Lakeland, FL 33810  
**Phone** (863) 577-4821  
**Fax** (863) 853-8593  
**E-mail** jcollier@ess-1.net

**Name** John C. Chapman  
**Title** Public Works Construction  
Manager  
**Address** 1001 Sarasota Center Blvd  
Sarasota, FL 34240  
**Phone** (941) 861-0570  
**Fax** (941) 861-0589  
**E-mail** jchapman@scgov.net

**XVII. Waivers:** Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the parties, their successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

**XVIII. Modifications:** This Contract may be modified only by instrument in writing and signed by the parties hereto as aforesaid.

**XIX. Counterparts:** This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

**XX. No Third Party Rights:** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

**XXI. Remedies:** The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

**XXII. Access To Records:** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the

services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

**XXIII. Severability:** If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

**XXIV. Jurisdiction and Venue:** The venue for purposes of any legal action founded upon this Contract shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have personal jurisdiction over each of the parties to the Contract. This Contract shall be governed by the laws of the State of Florida.

There will be no arbitration on claims allegedly arising under this Contract between the County and the Contractor.

In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation. The parties agree that in the event of litigation they waive any and all rights to a trial by jury.

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

**XXV. Amount of Work:** The contract amount set forth in Section II, above, is an estimate based upon anticipated Work Assignments. However, the Contractor understands and acknowledges that no minimum amount of work is guaranteed under this Contract.

**XXVI. Local Hiring Initiative:** In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with CareerSource Suncoast, or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill-set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

**XXVII. Public Records:**

**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:**

**Sarasota County  
Public Records office  
1660 Ringling Blvd.  
Sarasota, FL 34236**

**Phone: 941-861-5886  
Email: [pr@scgov.net](mailto:pr@scgov.net)**

**XXVIII. ScrutinizedCompanies:**

§287.135, F.S., prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria, or are engaged in a boycott of Israel. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the Contractor is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date last below written.

WITNESS:

**Engineered Spray Solutions, LLC**

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

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

Print Name: Shayn J. McCabe

Print Name: Jama J. Collier

Title: President

Date: 8/5/16

**SARASOTA COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: \_\_\_\_\_  
CHAIRMAN

DATE: 8/23/16

ATTEST:  
KAREN E. RUSHING, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board  
of County Commissioners

BY: Brenda White  
DEPUTY CLERK

Approved as to form and correctness:

BY: Step EMB  
COUNTY ATTORNEY SEB



**SARASOTA COUNTY GOVERNMENT**  
**Public Works Capital Projects**  
 1001 Sarasota Center Boulevard  
 Sarasota, Florida 34240  
 Tel (941) 861-0757 • Fax (941) 861-0762

<b>TO:</b> Jim Collier, President	<b>DATE:</b> 09/06/16
Engineered Spray Solutions, LLC	<b>PROJECT:</b> SprayRoq Protective Lining for Existing Manholes and Stormwater Structures, Bid No. 166396CB
1306 Banana Road	<b>PROJECT MANAGER:</b> Jaimol Charles, P.E.
Lakeland, FL 33810	<b>PHONE NUMBER:</b> (941) 448-8991

WE ARE SENDING YOU THE FOLLOWING ITEMS:     Enclosed     By Hand Delivery     Under Separate Cover via e-mail

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Shop Drawing   | <input type="checkbox"/> Sepia/Mylar         | <input type="checkbox"/> Plans              | <input type="checkbox"/> Specific Authorization  |
| <input type="checkbox"/> Samples        | <input type="checkbox"/> Change Order        | <input type="checkbox"/> Product Literature | <input type="checkbox"/> Application for Payment |
| <input type="checkbox"/> Correspondence | <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Agreement          | <input type="checkbox"/> Aerial                  |
| <input type="checkbox"/> Other          |  |   |  |

COPIES	DATE	NO.	DESCRIPTION	ACTION CODE
1	08/23/16	2016-401	Unit Price Contract	B

THESE ARE TRANSMITTED AS CHECKED BELOW:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For Approval                | <input type="checkbox"/> Approval as submitted  | <input type="checkbox"/> Resubmit _____ copies for approval     |
| <input checked="" type="checkbox"/> For your records | <input type="checkbox"/> Approved as noted      | <input type="checkbox"/> Submit _____ copies for distribution   |
| <input type="checkbox"/> As Requested                | <input type="checkbox"/> For review and comment | <input type="checkbox"/> Resubmit _____ corrected prints/mylars |

ACTION CODES		
A. Action indicated on item transmitted	B. No action required	C. For signature and return to this office
D. For signature and forwarding as noted	E. Copy originals and return to this office	F. See REMARKS below
<b>REMARKS:</b>		
<b>COPIES TO:</b>		
<input checked="" type="checkbox"/> Jaimol Charles, P.E., Project Manager	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

**EXHIBIT A  
UNIT PRICE SCHEDULE**

<b>MANHOLE, WETWELL AND STORMWATER STRUCTURE REHABILITATION</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	
<b>A. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - POLYURETHANE</b>					
1	Polyurethane Resin Based Coating 48" Diameter - 1/8" Minimum Thickness	V.F.	2,400	\$213.00	
2	Polyurethane Resin Based Coating 48" Diameter - 1/4" Minimum Thickness	V.F.	2,400	\$238.00	
3	Polyurethane Resin Based Coating 48" Diameter - 1/2" Minimum Thickness	V.F.	600	\$301.00	
4	Polyurethane Resin Based Coating 48" Diameter - 1" Minimum Thickness	V.F.	300	\$489.00	
5	Polyurethane Resin Based Coating 60" Diameter - 1/8" Minimum Thickness	V.F.	300	\$267.00	
6	Polyurethane Resin Based Coating 60" Diameter - 1/4" Minimum Thickness	V.F.	300	\$298.00	
7	Polyurethane Resin Based Coating 60" Diameter - 1/2" Minimum Thickness	V.F.	200	\$376.00	
8	Polyurethane Resin Based Coating 60" Diameter - 1" Minimum Thickness	V.F.	100	\$612.00	
9	Structure/Box Culvert Polyurethane Resin Based Coating - 1/4" Min. Thickness	S.F.	12,000	\$19.00	
10	Structure/Box Culvert Polyurethane Resin Based Coating - 1/2" Min. Thickness	S.F.	7,000	\$25.00	
11	Structure/Box Culvert Polyurethane Resin Based Coating - 1" Min. Thickness	S.F.	5,000	\$39.00	
<b>B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	
12	Removal of Existing Manhole, Wetwell or Structure Lining System (Excluding T-Lock or Similar Liner)	S.F.	5,000	\$9.00	
13	Removal of Existing Manhole, Wetwell or Structure T-Lock or Similar Lining System	S.F.	2,000	\$22.00	
14	Patching and Profiling - Cementitious Grout Only	S.F.	2,000	\$12.00	
15	Infiltration Control - Cementitious or Chemical Grout	GAL.	1,000	\$125.00	
16	Bonding Compound	GAL.	200	\$55.00	
17	Bench and Invert Channel Repair	L.F.	100	\$110.00	
18	Chimney Repairs	V.F.	100	\$150.00	
19	Chimney Replacement	V.F.	100	\$675.00	

**EXHIBIT A  
UNIT PRICE SCHEDULE**

20	Manhole/Structure Rim and Cover Replacement - Paved Areas	EA	90	\$1,150.00	
21	Manhole/Structure Rim and Cover Replacement - Grassed Areas	EA	10	\$935.00	
22	Seam Extrusion Welding	L.F.	10	\$300.00	
23	Fusion Welding of Pipe Boot	EA	5	\$900.00	
24	Install Rain Water Protector	EA	50	\$110.00	

**C. CLEANING, TELEVISIONING, AND ASSESSMENT**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	
25	Cleaning Sewer Manholes	EA	600	\$150.00	
26	Cleaning Stormwater Structures	EA	300	\$175.00	
27	Cleaning Wetwells	EA	20	\$1,000.00	
28	Televising (DVD)/Photographs (CD) Sewer Manholes	EA	600	\$75.00	
29	Televising (DVD)/Photographs (CD) Stormwater Structures	EA	300	\$75.00	
30	Televising (DVD)/Photographs (CD) Wetwells	EA	20	\$300.00	
31	GPS Mapping of County Requested Manholes	EA	300	\$150.00	

**D. ANCILLARY SERVICES**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	
32	Bypass Pumping - 4" Pump	DAY	10	\$2,500.00	
33	Bypass Pumping - 6" Pump	DAY	10	\$3,900.00	
34	Bypass Pumping - 8" Pump	DAY	10	\$2,900.00	
35	Bypass Pumper Truck	HOUR	80	\$290.00	
36	Bypass Vac-Truck	HOUR	80	\$290.00	
37	Maintenance of Traffic - Arterial	EA	10	\$1,200.00	
38	Maintenance of Traffic - FDOT	EA	10	\$1,900.00	
39	Emergency Mobilization	EA	1	\$750.00	

## EXHIBIT B

### INDEX GENERAL CONDITIONS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1.0	<b>Definitions and Terms</b>	4
	1.1 General	
2.0	<b>Contractor Requirements</b>	6
	2.1 General	
3.0	<b>Contract Documents</b>	7
	3.1 Contract Documents	
	3.2 Intent	
	3.3 Conformed Contract Documents	
	3.4 Construction Plans/Drawings	
	3.5 Amending and Supplementing Contract Documents	
	3.6 Reference Standards	
	3.7 Reuse of Documents	
4.0	<b>Pre-Construction Activities</b>	9
	4.1 Pre-Construction Conference	
	4.2 Preliminary Schedules Submission and Acceptance	
	4.3 Notice to Proceed	
	4.4 Earthmoving Permit	
	4.5 Notifications	
	4.6 Audio-Visual Pre-Construction Record	
	4.7 Communications/Notices	
5.0	<b>Progress and Control of the Work</b>	11
	5.1 Timely Performance of the Work	
	5.2 Sequence of Work	
	5.3 Temporary Facilities/ Staging and Storage Area(s)	
	5.4 Use of Jobsite and Other Areas	
	5.5 Mobilization	
	5.6 Work Hours	
	5.7 Reimbursements to the County for Unscheduled Work Hours	
	5.8 Progress Meetings	
	5.9 Construction/Progress Schedule	
	5.10 As-Built Documents	
	5.11 Permits, Licenses, Taxes, and Laws and Regulations	
	5.12 Work within the County/State Rights-of-Ways	
	5.13 Open Excavations	
	5.14 Erosion Control	
	5.15 Maintenance of Traffic (MOT)	
	5.16 Subsurface and Physical Conditions	
	5.17 Existing Underground Facilities	
	5.18 Quality Control	
	5.19 Materials, Equipment, and Workmanship	
	5.20 Inspection and Testing of Materials and Equipment	
	5.21 Sanitary Regulations	
	5.22 Safety and Health Regulations/Protection of Property	
	5.23 Hazardous Environmental Conditions	

**EXHIBIT B**

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	5.24 Salvaged Equipment and Materials	
	5.25 Clean-Up and Disposal	
6.0	<b>County's Rights</b>	20
	6.1 County Access to Work	
	6.2 County May Stop Work	
	6.3 County May Correct Defective Work	
	6.4 Right to Retain Defective Work	
	6.5 County May Suspend Work	
	6.6 County May Terminate for Cause	
	6.7 County May Terminate for Convenience	
	6.8 Partial Utilization	
	6.9 Project Audit	
7.0	<b>Contractor's Rights and Responsibilities</b>	23
	7.1 General	
	7.2 Supervision and Superintendency	
	7.3 Subcontractors and Material Suppliers	
	7.4 Labor	
	7.5 Reporting Discrepancies	
	7.6 Project Layout	
	7.7 Coordination with Other Contractors	
	7.8 Emergencies	
	7.9 Patent Fees and Royalties	
	7.10 Safety Representative	
	7.11 Hazard Communication Program	
	7.12 Risk of Loss	
	7.13 Protection and Restoration of Public and Private Property	
	7.14 Protection of Environmental Resources	
	7.15 Protection of Historic and Archeological Resources	
8.0	<b>County's Responsibilities and Duties</b>	27
	8.1 Status of the Construction Project Manager	
	8.2 Review and Approval of the Work	
	8.3 Resolution of Discrepancies	
	8.4 Recommendation of Progress Payments	
	8.5 Inspection and Examination of the Work	
	8.6 Project Representative/Inspector	
	8.7 Right to Reject Defective Work	
	8.8 Shop Drawings, Product Data, and Samples	
	8.9 "Or Equal" and Substitutions	
	8.10 Claims	
	8.11 Recommendation of Substantial Completion and Final Payment	
	8.12 Cooperation	
	8.13 Availability of Lands for Work	
	8.14 Survey/Project Controls	
9.0	<b>Work by Others</b>	32
	9.1 Construction by the County or by Separate Contractors	

**EXHIBIT B**

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
10.0	<b>Cost of the Work</b>	32
	10.1 Lump Sum Work	
	10.2 Unit Price Work	
	10.3 Allowances	
11.0	<b>Changes, Delays, and Time Extensions</b>	33
	11.1 Changes in the Work	
	11.2 Interim Field Change Agreement (IFCA)/Contract Amendment	
	11.3 Change in Contract Price	
	11.4 Change in Contract Times	
	11.5 Delays and Time Extensions	
	11.6 Notice to Surety	
12.0	<b>Claims and Damages</b>	37
	12.1 Time of Claim	
	12.2 Value of Claim	
	12.3 Claim Form	
	12.4 Claims for Contract Price and Contract Times Adjustment	
	12.5 Continuation of the Work	
	12.6 County's Action	
13.0	<b>Payments to Contractor and Completion</b>	38
	13.1 General	
	13.2 Supporting Documentation	
	13.3 Progress Payments	
	13.4 Payment for Stored Materials	
	13.5 Retainage	
	13.6 County May Withhold Payments	
	13.7 Liquidated Damages	
	13.8 Prompt Payment	
	13.9 Substantial Completion	
	13.10 Final Inspection	
	13.11 Final Acceptance	
	13.12 Release of Liens	
	13.13 Final Payment	
	13.14 Final Completion Delayed	
14.0	<b>Manufacturer's Instructions and Services</b>	42
	14.1 Manufacturer's Instruction, Service and Parts Manual	
	14.2 Manufacturer's Supervision	
15.0	<b>Warranty and Guarantee Provisions</b>	42
	15.1 Warranty and Guarantee Provisions	
16.0	<b>Miscellaneous</b>	43
	16.1 Certified Chemicals	
	16.2 Fuel Adjustments	
	16.3 Equipment Maintenance	
	16.4 Spill Prevention/Containment	
	16.5 Disposal of Pollutants	

## EXHIBIT B

### GENERAL CONDITIONS

#### 1.0 DEFINITIONS AND TERMS

1.1 **GENERAL:** Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural, as well as pronouns used in their place. This list is not meant to be all inclusive, as other terms may be defined elsewhere in the Contract Documents printed with initial capital letters.

**ADDENDA:** Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the Contract Documents.

**ADMINISTRATIVE AGENT:** The County staff person acting as the County's authorized representative, responsible for the performance and final acceptance of the Work. This agent, named in the Contract, has responsibility for Contract Document interpretations, Contractor compliance with the terms of the Contract, and resolutions in cases of Contract Document discrepancies, claims, disputes, and non-compliance.

**APPLICATION FOR PAYMENT:** The form acceptable to the County which is to be used by the Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract.

**CLAIM:** A written demand or assertion by the County or the Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract.

**CONFORMED CONTRACT DOCUMENTS:** The formal Contract Documents prepared by the County, incorporating all addenda, completed bid form, Performance and Payment Bond, Insurance Certificate(s), and other forms required by the Contract into a bound set of final documents which will be exclusively used and recognized during the construction of the Work. Each set of Conformed Contract Documents will be so labeled and sequentially numbered as to be readily identifiable as copies of the authentic Contract Documents.

**CONSTRUCTION CONTRACT:** The written Contract executed by the County and the Contractor for the performance of the Work, which incorporates by reference, all Contract Documents.

**CONSTRUCTION PLANS/DRAWINGS:** A set of drawings prepared and/or approved by the Engineer/Architect of Record, which graphically shows the scope, extent, and character of the work to be furnished and performed by the Contractor. Shop Drawings and other Contractor submittals are not Construction Plans/Drawings as so defined.

**CONSTRUCTION/PROGRESS SCHEDULE:** A time schedule prepared and submitted by the Contractor in an approved form and in a Primavera compatible approved format, describing the sequence and duration of activities comprising the Contractor's plan to accomplish the Work within the prescribed Contract Times.

**CONSTRUCTION PROJECT MANAGER:** Authorized County representative with specific responsibilities and duties as defined by the County for management of specified portions of the Contract.

**CONTRACT:** The totality of the Contract Documents.

**CONTRACT AMENDMENT:** A form of Contract Modification requiring formal Sarasota County Commission approval.

**CONTRACT DOCUMENTS:** All documents listed in Article III of the Construction Contract.

**CONTRACT MODIFICATION:** A document signed by the County and the Contractor authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract.

**CONTRACT PRICE:** The Contractor's bid price accepted by the County, including or excluding additive or deductive alternates, as stipulated in Article II of the Construction Contract.

## EXHIBIT B

**CONTRACT TIMES:** The number of calendar days stipulated in Article VIII of the Construction Contract provided to the Contractor to achieve Milestones (as stipulated), Substantial Completion, and Final Completion of the Work, as defined herein.

**CONTRACTOR:** The person, firm, or corporation who executed the Construction Contract with the County, and who is responsible for the completion of the Work.

**COUNTY:** Political subdivision of the State of Florida including the SARASOTA COUNTY COMMISSION, the entity with whom the Contractor has entered into the Contract and for whom the Work is to be performed, including the County Engineer or designated representative.

**DAY:** The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

**EFFECTIVE DATE OF THE CONTRACT:** The date the Construction Contract is approved and signed by the County, on which date the Contract becomes effective.

**ENGINEER/ARCHITECT OF RECORD:** The person, firm or corporation registered in the State of Florida as a Professional Engineer/Architect, or Professional Engineering/ Architectural Company, responsible for the preparation and approval of the Construction Plans/Drawings and Technical Specifications; the permitting of the project with Federal, State, and local agencies having jurisdiction over the Work; and for certification that the Work completed was in substantial conformance with the approved plans and specifications, and/or noting and recording exceptions that did not substantially affect the functionality or quality of the Work required for its intended use. The Engineer/Architect of Record may be one or more persons, firms or corporations.

**FIELD ADJUSTMENT:** A minor modification to the Construction Plans/Drawings directed by the County, which may involve a structure location or quantity change as may be found desirable to avoid any obstructions, interference with existing structures, or for other reasons that would benefit the Work, without causing or creating a scope change to the Work.

**FINAL COMPLETION AND ACCEPTANCE:** The date when the Work is completed and approved by the County and the Contractor, including completion of all punch list items, submittal of approved as-built drawings, and completion of all other project close-out requirements, all as defined in the Contract Documents. Evidence witnessing this date will be issued in the "Final Completion and Acceptance Certificate".

**INTERIM FIELD CHANGE AGREEMENT (IFCA):** A form of Contract Modification within the general scope of the Contract, which does not result in the Contract Price exceeding the amount stipulated in the Construction Contract. This Contract document, approved and signed by the County and the Contractor, authorizes an addition, deletion, or revision in the Work or an allocation of the Contract contingency or adjustment to the Contract Times, issued on or after the Effective Date of the Contract.

**JOBSITE:** Lands or areas indicated in the Contract Documents as being furnished by the County upon which the Work is to be performed, including rights-of-ways and easements for access thereto, and such other lands indicated by the County which are designated for the use of the Contractor.

**MILESTONE:** A principal event or Work item, specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

**NOTICE:** A formal written correspondence rendered by the Contractor or the County for the purposes of providing notice to the parties of transmittals, requesting information, conditions discovered, pending actions, claims, and other actions pursuant to the Contract requirements.

**NOTICE TO PROCEED:** A written notice given by the County to the Contractor fixing the date on which the Contract Times will commence to run and on which date the Contractor shall start to perform the Work under the Contract. The Notice to Proceed will fix the dates of Milestones, where applicable, Substantial Completion, and Final Completion of the Contract, based on the stipulated Contract Times.

**"OR EQUAL"/SUBSTITUTION:** An item reviewed and approved by the County following the effective date of the Contract based on the Contractor's submittal of alternates or substitutions for equipment/supplies/materials in response to the Technical Specifications denoting the item by a brand name followed by the term "or equal".

## EXHIBIT B

**PROJECT:** The entire construction or installation to be performed which the Work under this Contract may be the whole or part.

**PROJECT REPRESENTATIVE (PR)/ INSPECTOR:** Authorized field representative of the County, responsible for periodic oversight of the Work, with specific duties and limitations as outlined in these General Conditions.

**SCHEDULE OF SUBMITTALS:** A schedule of submittals required by the Contract Documents prepared and maintained by the Contractor, of required submittals and the time requirements to support scheduled performance of related Work activities.

**SCHEDULE OF VALUES:** A cost schedule prepared and maintained by the Contractor, allocating portions of the Contract Price to various Lump Sum items of the Work as defined in the Contract Documents, and used as the basis for reviewing and approving the Contractor's application for payment.

**SHOP DRAWINGS:** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

**SUBCONTRACTOR:** An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

**SUBSTANTIAL COMPLETION:** Occurs when the Work is sufficiently complete, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended. The date of Substantial Completion will be evidenced in writing by the "Certificate of Substantial Completion", approved and signed by the Contractor and the County's Administrative Agent.

**SUPPLEMENTAL GENERAL CONDITIONS:** That part of the Contract Documents which amends or supplements these General Conditions.

**SURETY:** Any person, firm, or corporation that has executed as Surety the Contractor's Bid Bond and/or Performance and Payment Bond securing the performance of the Construction Contract.

**TECHNICAL SPECIFICATIONS:** That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

**UNDERGROUND FACILITIES:** All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other facilities or attachments, and encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, water, wastewater, reuse water, storm water, other liquids or chemicals, or traffic or other control systems.

**WORK:** The entire construction required to be provided under the Contract. Work includes and is the result of performing or providing all plant, labor, equipment, tools, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

### **2.0 CONTRACTOR REQUIREMENTS**

- 2.1 **GENERAL:** The Work covered by the Contract Documents includes the furnishing of all plant, labor, equipment, tools, materials and performing all operations and construction work, including all appurtenant work, in accordance with the Contract Documents. The Contractor shall perform all operations, construction, and incidentals necessary to complete the Work in a turnkey condition. The Contractor may subcontract a portion of the Work, but shall perform with his own organization work amounting to not less than fifty one percent (51%) of the total Contract Price.

## EXHIBIT B

### 3.0 CONTRACT DOCUMENTS

3.1 **CONTRACT DOCUMENTS:** Refer to Article III of the Construction Contract for the list of Contract Documents included in the Contract. The Contract Documents comprise the entire Contract between the County and Contractor.

3.2 **INTENT:**

- A. It is the intent of the Contract Documents to describe the Work (or part thereof) to be constructed by the Contractor, which results in a complete and functional product. Any plant, labor, materials, equipment, tools, and services that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended results will be provided whether or not specifically called for at no additional cost to the County.
- B. The several parts of the Contract are intended to be complimentary in describing the Work and the responsibilities of the Contractor and the County and any requirements stipulated in one part of the Contract Documents is as binding on the parties as though occurring in all. In the event there are any conflicting provisions or requirements among the Contract Documents, the provisions and requirements of the Contract Documents shall take the following order of precedence:
  - 1. IFCA and Contract Amendments
  - 2. Construction Contract
  - 3. Special Conditions
  - 4. Supplemental General Conditions
  - 5. General Conditions
  - 6. Technical Specifications
  - 7. Construction Plans/Drawings

In case of discrepancy concerning dimension, quantity, and location, graphic drawings will take precedence over the specifications; explanatory notes on the drawings will take precedence over conflicting drawn indications; and large scale details will take precedence over smaller scaled drawings. In case of discrepancy concerning quality and/or quantity within the documents, the Contractor shall include the better quality and/or the greater quantity, unless otherwise determined in writing by the County.

Interpretations and resolution of discrepancies within the Contract Documents shall be made solely by the County's Administrative Agent and issued in writing upon receipt of the Contractor's written request.

- C. The Contractor shall fully comply with all requirements of the Contract. No verbal agreement or conversation with any agent or employee of the County, Construction Project Manager or the Engineer/Architect of Record either before or after the execution of the Construction Contract shall affect or modify any of the terms or obligations contained in the Contract.

3.3 **CONFORMED CONTRACT DOCUMENTS:** Following award of the Contract, the County will prepare the Conformed Contract Documents, providing one (1) originally signed and executed set to the Contractor. Up to three (3) additional copies of the Conformed Contract Documents will be provided to the Contractor at no charge. Additional copies of the Conformed Contract Documents may be obtained from the County upon payment of reproduction costs. One complete set of Construction Plans/Drawings and Technical Specifications shall be maintained at the Jobsite for as-built drawings preparation by the Contractor, and shall be available for review by the County at all times.

3.4 **CONSTRUCTION PLANS/DRAWINGS:**

- A. Refer to Article III of the Construction Contract for the list of Construction Plans/Drawings.
- B. The general character and scope of the work is illustrated by the Construction Plans/Drawings. These drawings, which show the scope, extent and character of the work to be furnished and performed by the Contractor have been prepared and/or approved by the Engineer/Architect of Record, and are referred to in the Contract Documents. Shop drawings are not Construction Plans/Drawings as so defined.

## EXHIBIT B

### C. Checking of Drawings and Dimensions:

- 1) The Contractor shall check all drawings immediately upon their receipt and shall promptly notify the County in writing of any discrepancies. Anything shown on the drawings and not mentioned in the Technical Specifications, or mentioned in the Technical Specifications and not shown on the drawings, shall be of like effect as if shown or mentioned in both.
- 2) Figures marked on all drawings shall, in general, be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby. When dimensions on the drawings are affected by the type of equipment selected, the Contractor shall adjust such dimensions as conditions may require, upon written notification and approval of the County.

### 3.5 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

- A. The Contract may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by an Interim Field Change Agreement (IFCA), or a Contract Amendment.
- B. The requirements of the Contract may be supplemented and minor variations and deviations in the Work may be authorized by a written interpretation or clarification, or by a Field Adjustment as directed by the County.

### 3.6 REFERENCE STANDARDS:

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or laws or regulations in effect on the Effective Date of the Contract, except as may be otherwise specifically stated in the Contract.
- B. No provision of any such standard, specification, manual, or any instruction of a manufacturer or supplier shall be effective to change the duties or responsibilities of the County or the Contractor or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract. No such provision or instruction shall be effective to assign to the County or any of their authorized representatives, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract.

### 3.7 REUSE OF DOCUMENTS:

- A. The Contractor and any Subcontractor or supplier or other individual or entity performing or furnishing all or any portion of the Work, shall not:
  - 1) Have or acquire any title to or ownership rights in any of the drawings, specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer/Architect of Record or the Engineer/Architect of Record's consultants, including electronic media editions.
  - 2) Reuse any of such drawings, specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the County and the Engineer/Architect of Record and specific written verification or adaptation by the Engineer/Architect of Record.
- B. The prohibition of this paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude the Contractor from retaining copies of the Contract Documents for record purposes.

## EXHIBIT B

### 4.0 PRE-CONSTRUCTION ACTIVITIES

#### 4.1 PRE-CONSTRUCTION CONFERENCE:

- A. Following award of the Contract, the County may schedule a pre-construction conference. Attendees of the conference shall be the Contractor and the Contractor's proposed superintendent, the County and authorized representative(s), utility company representatives, and other interested parties.
- B. The pre-construction conference is intended to establish a working understanding among the parties, and to review work schedules, procedures for handling shop drawings and other submissions, processing of progress payments, and such other matters as may be pertinent to the Work. The Contractor shall submit, for approval by the County, a summary of the proposed work approach, a preliminary Schedule of Values, a preliminary Submittals Schedule, a preliminary Construction/Progress Schedule, emergency contact phone numbers, Labor and Equipment Rate Schedule (excluding overhead and profit), and any other information as required for the pre-construction conference.

#### 4.2 PRELIMINARY SCHEDULES SUBMISSION AND ACCEPTANCE:

##### A. SCHEDULE OF VALUES:

- 1) This schedule includes quantities and prices for all Lump Sum bid items, which when added together equal the Lump Sum Contract Price for each such item bid, and subdivides the Lump Sum items into component parts in sufficient detail to serve as the basis for the review and approval of progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each Lump Sum item of Work bid.
- 2) The Contractor's Schedule of Values will be acceptable to the County as to form and substance if it provides a reasonable allocation of the Lump Sum Contract Prices to component parts of the Lump Sum item of Work.

##### B. SUBMITTALS SCHEDULE:

- 1) This schedule, which is incorporated into the Construction/Progress Schedule, provides for the review and acceptance of the Contractor's submittals required by the Contract Documents, and must provide sufficient time for the County review so as to comply with the Contract Times.
- 2) This schedule shall also include any Contractor proposed substitutions/"or equal" products requiring review by and approval of the County. The Contractor shall provide sufficient time in the Construction/Progress Schedule for such product review.
- 3) The Contractor's schedule of submittals will be acceptable to the County if it provides for a workable arrangement for reviewing and processing the required submittals as shown on the Progress Schedule.

##### C. CONSTRUCTION/PROGRESS SCHEDULE:

- 1) This construction schedule, prepared in Primavera compatible critical path format, indicating the times (numbers of days or dates) for starting and completing the various items and stages of the Work, including the scheduling of any Milestones specified in the Contract Documents, Substantial Completion, and Final Completion. The initial submittal shall, at a minimum, indicate the late start dates and late finish dates required to meet the Contract Times.
- 2) The Contractor's Progress Schedule will be acceptable to the County if it provides for an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on the County responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve the Contractor from the Contractor's full responsibility therefore.

- D. The County will provide the Contractor with its comments to the above schedules. No Progress Payment will be made to the Contractor until acceptable schedules are submitted to the County.

#### 4.3 NOTICE TO PROCEED: A written Notice will be provided to the Contractor by the County affirming the date on which the Contract Times will commence to run. The date of the Notice to Proceed generally begins the Contract Times unless another date is otherwise agreed to by the County and the Contractor, and is the date on which the Contractor shall start to perform the Contractor's obligations under this Contract. This Notice to Proceed will also set the completion dates for Milestones (where applicable),

## EXHIBIT B

Substantial Completion, and Final Completion of the Work. No work shall commence at the Jobsite prior to the date on which the Contract Times commence to run.

### 4.4 EARTH MOVING PERMIT:

- A. Temporary storage and stockpiling of materials resulting from earthmoving activities on private property will require a permit based on the Sarasota County Earthmoving Ordinance. The Contractor is responsible for obtaining an Earthmoving Permit prior to commencing construction, in the event the Contractor plans on storing and stockpiling such materials on private property.
- B. Earthmoving activities, such as excavating, hauling, receiving, and stockpiling, performed in connection with a Sarasota County construction or maintenance project, and performed within and upon County owned property and rights-of-ways, is authorized under the Sarasota County Earthmoving Ordinance as an exemption. These activities, however, may be subject to certain submittals per the Earthmoving Ordinance. The Contractor is responsible for determining what, if any, submittals are required in order to comply with the Earthmoving Ordinance.

### 4.5 NOTIFICATIONS:

- A. Notice to the County: The Contractor shall give the County five (5) days advanced written notice of the date scheduled to commence Work under this Contract in order that required County actions may be started sufficiently in advance of the Contractor's operations. This Notice to the County shall be given within the time frame of the issuance of the Notice to Proceed.
- B. Notification of Utility Companies: The Contractor shall notify the utility companies and agencies well ahead of the proposed Work. The Contractor shall cooperate with all affected utility companies and provide schedules, etc., when requested.
- C. Emergency Vehicle Notification: The Contractor shall notify the police, fire department, and ambulance services of the proposed construction schedule one week in advance of the proposed Work.
- D. Resident Notification: The Contractor will provide notification to all residents affected by, and adjacent to the Work. The notification will be delivered no less than one week prior to construction commencement. Notices shall be hand-delivered door to door to the properties first affected by the construction; thereafter properties to be affected within five (5) days of construction shall receive notice thereof. The door hanger format shall be developed by the County for use by the Contractor.

### 4.6 AUDIO-VISUAL PRE-CONSTRUCTION RECORD: Prior to commencing the Work, the Contractor shall have a continuous color audio-video record in digital video format taken at and around the Jobsite, and along the length of the proposed Work, to serve as a record of pre-construction conditions. No construction shall begin prior to review and acceptance of the digital video's covering the Work area(s) by the County. The County shall have the authority to reject all or any portion of the audio-video recordings not conforming to the specifications and order that it be redone at no additional charge. The Contractor shall promptly reschedule the re-recording of unacceptable coverage after being notified. The County will designate those areas, if any, to be omitted from or added to the audio-video coverage. The audio-video recordings shall not be made more than thirty days prior to construction start. All audio/video recordings and written records related to the recordings shall become property of the County. Submittals of pre and post Construction digital video recordings will be as specified in the Contract Documents.

### 4.7 COMMUNICATIONS/NOTICES:

- A. Communications: Except as otherwise provided in the Contract, the County and the Contractor shall endeavor to communicate to each other on matters arising out of or relating to the management of the Work. Communications by and with the County's consultants shall be through the County. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the County.
- B. Notices: All forms of notices given by the Contractor or the County must be in writing, and delivered to the other party in the manner of and within the time prescribed by the Contract Documents. If a written notice is not presented in a timely manner, it is presumed not to have been given.

## EXHIBIT B

### 5.0 PROGRESS AND CONTROL OF THE WORK

#### 5.1 TIMELY PERFORMANCE OF THE WORK:

- A. Time limits stated in the Construction Contract are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Contract Times stated in the Construction Contract are reasonable periods for performing the Work.
- B. The Contractor shall execute the Work in such time and with such forces of workers, materials, equipment and tools as are required to complete the Work as contemplated in the Contract Documents and detailed in the current Construction/Progress Schedule. If at any time the workers, materials, equipment and tools used are insufficient or improper for securing the quality of work required, or the required rate of progress, the Contractor shall increase its efficiency and improve the quality of its work to comply with the Contract Documents and as is necessary to complete the Work within the Contract Times.

#### 5.2 SEQUENCE OF WORK:

- A. The Contractor shall schedule the Work as set forth in the Contract Documents, and where shown, perform the Work in stages as indicated in the Contract Documents.
- B. The Contractor shall submit a Work sequence schedule/plan to the County for review prior to any construction activity. This Work sequencing, once approved, shall be reflected in the Construction/Progress Schedule. The Contractor shall take into consideration any special conditions, restrictions and allowances identified in the Contract Documents, when developing the sequence schedule and implementing the Work.
- C. Special conditions, restrictions and allowances may be required to minimize inconvenience to the general public and to expedite the restoration efforts.

#### 5.3 TEMPORARY FACILITIES/STAGING AND STORAGE AREA(S):

- A. The Contractor shall provide adequate facilities at every stage of performing the Work.
- B. The types of facilities and utility services required for general temporary use at the Jobsite may include the following (other specific services may be required for specific construction methods or operations):
  - 1) Water service (potable for certain uses).
  - 2) Portable sanitary facilities.
  - 3) Drainage and run-off control facilities.
  - 4) Compressed air service.
  - 5) Electric power service.
- C. In setting up temporary facilities, the Contractor shall:
  - 1) Follow all applicable codes and ordinances that may govern the permitting and inspection by governing authorities in establishing the temporary facilities.
  - 2) Comply with pollution and environmental protection regulations for the use of water and other services, and for the discharge of wastes and storm water drainage from the Work area.
  - 3) Enforce strict discipline in the use of utility services. Limit availability to essential uses, so as to minimize waste. Do not allow the installations to be abused or endangered.
  - 4) Provide adequate signs, fences, barricades, and flashing lights, and take all necessary precautions for the protection of the Work area and the safety of the public.
- D. Staging and Storage Areas:
  - 1) The Contractor shall be responsible for locating, securing, and paying for staging and storage areas located outside of the County owned property and rights-of-ways.
  - 2) The Contractor's attention is directed to the County requirements involving permitting for Earth Moving activities. (See Article 4 – Pre-Construction Activities).

## EXHIBIT B

### E. Storage of Materials:

- 1) All materials, supplies and equipment, including the County supplied materials, supplies and equipment, intended for use in the Work shall be suitably stored by the Contractor at the Contractor's expense, to prevent damage from exposure to the elements of nature, mixture with foreign substances, vandalism or theft, or other cause. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting there from. Delivered materials shall be stored in a manner recommended by the manufacturer or supplier and acceptable to the County before any payment will be made.
- 2) The County will refuse to accept, or sample for testing any materials, supplies or equipment that have been improperly stored or have become contaminated in any way. Materials found unfit for use shall not be incorporated in the Work and shall immediately be removed from the Jobsite.
- 3) All materials removed from the Jobsite for disposal as called for in the Contract Documents or directed by the County, shall be performed in a legal manner in conformance with all local, State, and Federal laws and regulations.

### 5.4 USE OF JOBSITE AND OTHER AREAS:

- A. The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Jobsite and other areas permitted by laws and regulations, and shall not unreasonably encumber the Jobsite and other areas with construction equipment or other materials or equipment. The Contractor shall allow use of the Jobsite by other contractors, by the County, and by the public, as applicable.
- B. The Contractor shall keep the Jobsite free of rubbish and waste materials on a continual basis, and shall restore to their original condition those portions of the Jobsite disrupted by the construction.

### 5.5 MOBILIZATION:

- A. The Contractor shall mobilize as required for the proper performance and completion of the Work.

### 5.6 WORK HOURS:

- A. Regular working hours are defined as up to ten (10) hours per day, Monday through Friday, beginning no earlier than 7:00 A.M. and ending no later than 7:00 P.M., excluding Saturdays, Sundays, and Holidays.
- B. Whenever the Contractor is performing any part of the Work, with the exception of equipment maintenance and cleanup, inspection of the Work will be required.
- C. Requests for approval by the County to work other than regular working hours must be submitted to the County at least 48 hours prior to any proposed weekend work or scheduled extended workweek hours.
- D. Periodic unscheduled work hours on weekdays will be permitted provided that two hours notice is provided to the County. Maintenance and cleanup may be performed during hours other than regular working hours.

### 5.7 REIMBURSEMENTS TO THE COUNTY FOR UNSCHEDULED WORK HOURS: The Contractor shall reimburse the County for additional construction management and/or inspection costs incurred as a result of unscheduled work in excess of regular working hours. At the County's option, unscheduled work costs may either be deducted from the Contractor's monthly payment request or deducted from the Contractor's retainage prior to release of final payment. Construction management/inspection costs shall be as follows: Overtime and Saturday rates shall be at 1.5 times the prevailing staff rates; and Sunday and holiday rates will be at 2 times the prevailing staff rates.

### 5.8 PROGRESS MEETINGS:

- A. On days and at a location mutually agreed upon at the pre-construction conference, regular progress meetings shall be held at the Jobsite, at the County's designated office, or at the Contractor's project office, to review the progress of the Work, identify any utility issues and potential delays or problems, review any required project submittals, review progress payment applications, and discuss other issues that may arise.

## EXHIBIT B

### 5.9 CONSTRUCTION/PROGRESS SCHEDULE:

- A. The Contractor shall adhere to the currently accepted Construction/Progress Schedule as it may be adjusted from time to time as provided below, and as may be further detailed in the Contract Documents.
  - 1) Schedule adjustments with no change in Contract Times: The Contractor shall submit to the County for acceptance, proposed adjustments in the Construction/Progress Schedule that will not result in changing the Contract Times. Such adjustments, if accepted, shall be incorporated into a revised Progress Schedule which will be submitted with the Contractor's next progress payment application.
  - 2) Proposed schedule adjustments with a change in Contract Times: Proposed changes to the Construction/Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11. Adjustments in Contract Times may only be modified by an IFCA or Contract Amendment.

### 5.10 AS-BUILT DOCUMENTS:

- A. The Contractor shall maintain in a safe place at the Jobsite one record set of Conformed Contract Documents, IFCA's, Contract Amendments, and written interpretations and clarifications in good order and annotated to show changes made during construction.
- B. All approved shop drawings, product data sheets, and samples, are to be made available to the County at all times during the progress of the Work.
- C. During the progress of the Work, the Contractor shall maintain accurate daily written records of the Work performed and conditions of the Work.
- D. The record set of Construction Plans/Drawings, which will become the "as-built" drawings, shall be "red-lined" by the Contractor to show all changes in the Work, including approved materials and equipment changes and approved changes in horizontal and vertical alignments made during the course of the Work. All locations and dimensions shall be referenced by two (2) point swing-ties taken from permanent, readily identifiable reference points, such as building walls and corners, columns, utility poles, hydrants, valves, etc. All depths or elevations are to be taken from finished floors, finished grades, or from permanent bench marks shown on the Construction Plans/Drawings.
- E. Prior to approval of the Contractor's monthly payment applications, the County shall review the as-built drawings to ensure that they are up-to-date, and accurate. The County may withhold progress payments should the review reveal that the as-built drawings have not been properly maintained.
- F. Upon completion of the Work, and as a pre-requisite to Final Completion and Acceptance, these as-built drawings shall be delivered in good condition to the County.
- G. The Contractor shall be held responsible for the accuracy of the as-built drawings, and shall bear any costs incurred in finding utilities or other concealed or buried Work items, as a result of incorrect data furnished by the Contractor. The review of the as-built drawings by the County does not relieve the Contractor from obligations under the Contract, and for providing the necessary information on Work completed for the Engineer/Architect of Record's certification.

### 5.11 PERMITS, LICENSES, TAXES, AND LAWS AND REGULATIONS:

- A. Unless otherwise provided in the Contract, the Contractor shall obtain and pay for all necessary permits and licenses required by Federal, State, and local agencies having jurisdiction over the Work, prior to the start of construction. The Contractor shall adhere to the permit conditions provided in the permits issued by all such agencies, and shall post all permits in a conspicuous location at the Jobsite.
- B. The Contractor shall pay all sales, consumer, use and other similar taxes required by the laws and regulations of the place where the Work is performed.
- C. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations related to the Work.

## EXHIBIT B

### 5.12 WORK WITHIN THE COUNTY/STATE RIGHTS-OF-WAYS:

- A. The Contractor shall refer to the latest revised editions of the Sarasota County Mobility standards, and the Florida Department of Transportation specifications and regulations for all work within the County and State rights-of-ways.
- B. Contractor shall apply for, pay, and obtain the necessary city, County, and State Right-of-Way Permit(s) prior to the start of any Work within a public right-of-way.
- C. All private and public right-of ways, which are used or affected by the Work, will be maintained and preserved from damage during the Contractor's operations and restored to their original or better condition upon completion or cessation of Work.

### 5.13 OPEN EXCAVATIONS:

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property.
- B. The Contractor shall comply with all provisions of the Florida Trench Safety Act. the Contractor shall comply with all OSHA regulations referenced in the Florida Trench Safety Act, and applicable to the construction of the Work.
- C. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by vehicles, pedestrians and workmen.
- D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the County may require special construction procedures such as limiting the length of open trench and prohibiting stacking excavated material in the street.
- E. Access to driveways must be maintained and, if disturbed or damaged, restored as soon as practical by the Contractor.
- F. The maximum length of open trench shall be forty (40) feet at any one time. Trenches shall not remain open overnight.
- G. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be barricaded and well lighted at all times when construction is not in progress.
- H. All costs in connection with open excavations shall be included in the Unit Price and/or Lump Sum prices.

### 5.14 EROSION CONTROL:

- A. The Contractor shall develop and maintain a plan to control erosion at the Jobsite, and submit the plan to the County for approval prior to the start of construction. The plan shall incorporate best management practices in the use of erosion control methods, be complete and in place prior to the start of construction in accordance with the Contract Documents, and as directed by the County.
- B. The Contractor shall not commence clearing, grubbing, grading, or other construction activities which may cause erosion until the erosion control plan is in place, and approved by the County.
- C. Where certain thresholds are met relative to the amount of area disturbed by the Work, a National Pollutant Discharge Elimination System (NPDES) permit will be required to be obtained by the Contractor, in accordance with the Contract Documents.
- D. The Contractor shall regularly inspect, maintain, and repair or replace damaged components of the erosion control system. The Contractor shall maintain the erosion control system until final acceptance, and thereafter, remove the temporary erosion and sediment control system promptly.

### 5.15 MAINTENANCE OF TRAFFIC (MOT):

- A. The Contractor shall be responsible for the design, submittal, and approval by the proper reviewing agencies, of maintenance of traffic (MOT) plans for each stage of the Work. It will be the Contractor's responsibility to set up and maintain the MOT according to State and local transportation agency regulations. All MOT work shall conform to the requirements of the Sarasota County Mobility standards.

## EXHIBIT B

- B. The Contractor's work under this section includes preparing, constructing, and maintaining of approved ingress and egress features at the temporary storage/staging facility to reduce/eliminate tracking of mud, silt, and dust onto public and private residential streets.
- C. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the protection of persons and property, in a manner satisfactory to the County.
- D. The Contractor may not begin work until the maintenance of traffic (MOT) plan is approved in writing by Sarasota County Mobility. Any modification to the MOT plan requires Sarasota County Mobility written approval.
- E. All spills caused by the Contractor's operation will be cleaned up immediately.
- F. All public and private streets affected by the Contractor's hauling operations, shall be cleared of dust, debris, and minor drippings at the end of each work day.
- G. Unless otherwise provided in the Bid Form, all costs in connection with the maintenance of traffic work shall be included in the Unit Price and/or Lump Sum prices.

### 5.16 SUBSURFACE AND PHYSICAL CONDITIONS:

- A. Geotechnical Reports and Soil Borings: Technical data, such as reports and explorations and tests of subsurface conditions at or contiguous to the Jobsite are included, if applicable, in the Contract Documents, and were used by the Engineer/Architect of Record in preparing the Construction Drawings.
- B. Limited Reliance by the Contractor on Technical Data: The Contractor may rely upon the general accuracy of the technical data contained in such reports. Except for such reliance on such technical data, the Contractor may not rely upon or make any claim against the County or the Engineer/Architect of Record, or any of their representatives or agents with respect to:
  - 1) The completeness of such reports for the Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, and safety precautions and programs incident thereto; or
  - 2) Other data, interpretations, opinions, and information contained in such reports; or
  - 3) Any Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.
- C. Differing Subsurface or Physical Conditions:
  - 1) Immediately upon discovery by the Contractor of substantially differing subsurface and physical conditions than those shown in the Contract Documents, or unusual from conditions normally expected at Jobsites of this type, the Contractor shall promptly notify the County to obtain a determination on how to proceed with the Work. Except in an emergency, the Contractor shall not further disturb the Jobsite until the County investigates the conditions, provides further testing where required, resolves the issue, and directs the Contractor to proceed with the Work.
  - 2) Should the County determine the conditions differ materially and increase or decrease the Contractor's costs or time in the performance of the Work, and upon approval of the County, an IFCA or Contract Amendment will be prepared in accordance with the Contract.
  - 3) If the County determines that the conditions are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the County shall promptly notify the Contractor in writing, stating the reasons therefore.
  - 4) In such cases, the Contractor shall move to another area of the Work until the issue is resolved.

### 5.17 EXISTING UNDERGROUND FACILITIES:

- A. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Jobsite is based on information and data furnished to the County or the Engineer/Architect of Record by the owners of such underground facilities, including the County, or by others. The County and the Engineer/Architect of Record shall not be responsible for the accuracy or completeness of any such information or data.

## EXHIBIT B

- B. The Contractor shall be responsible to maintain water, telephone, electric, cable TV, sewer, gas and other related utility services throughout the construction of the Work at no additional cost to the County.
- C. The Contractor shall fully cooperate with all private and public utilities during the installation of their new facilities, or repair or relocation of their existing facilities. The Contractor shall coordinate his work accordingly and shall have no claim except for time extension for delays associated with the proposed utility improvements.
- D. The Contractor shall be fully responsible for providing all temporary piping, electrical hook-ups, lighting, temporary structures, or whatever is required to maintain the existing utility systems.
- E. The cost of all of the following will be included in the Contract Price and the Contractor shall have full responsibility for:
- 1) Reviewing and checking all such Underground Facilities information and data.
  - 2) Locating all Underground Facilities shown or indicated in the Contract Documents.
  - 3) Coordination of the Work and cooperating with the owners of such Underground Facilities, including the County, during construction.
  - 4) The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- F. If an Underground Facility is uncovered or revealed at or contiguous to the Jobsite which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, or not field located by the utility owner(s) with the accuracy required by Sunshine State One Call of Florida, the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give notice to that owner of the facility, and to the County.
- 1) The County will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, the Contractor shall be responsible for the safety and protection of such Underground Facility.
  - 2) If the County concludes that the conflict can be avoided with a minor modification of the Work, the County will require a Field Adjustment, instructing the Contractor how to proceed with the Work, and document the event.
  - 3) If the County concludes that a change in the Contract Documents is required, an IFCA or Contract Amendment will be issued to reflect and document the event and the required adjustments to the Work. Following consultation with the utility owner, either the utility owner will relocate the existing Underground Facility, or an IFCA or Contract Amendment will be issued to the Contractor for the relocation of the existing utility.
  - 4) An equitable adjustment shall be made in the Contract Times, to the extent attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or field locates.
- G. In order to comply with Chapter 556 of the Florida Statutes, the Contractor is responsible for contacting Sunshine State One Call of Florida (SSOCOF) @ 811, or 1-800-432-4770, to request a locate ticket so that SSOCOF members that own or operate underground facilities can locate and mark their underground facilities at and adjacent to the Jobsite. This requirement includes all operations such as demolition, grading, dredging, ditching, drilling, boring, cable plowing or other such activities. Notification requirements are as follows:
- 1) The Contractor must notify SSOCOF a minimum of two (2) full business days, excluding Saturdays, Sundays and legal holidays, prior to excavating. Day one begins the day after the call is made.
  - 2) If the Contractor's dig site is in an area that is underwater, the Contractor must call ten (10) full business days before digging.

## EXHIBIT B

### 5.18 QUALITY CONTROL:

- A. The Contractor shall establish and maintain appropriate quality control for the Work. The Contractor shall record any problems in complying with laws, regulations and ordinances, and corrective actions taken. Any problems with the Work shall be reported to the County immediately, followed by written notification of the occurrence of the incidences.
- B. The Contractor shall not deviate from the approved Project permits, Construction Plans/Drawings and Technical Specifications, without specific authorization from the County. In the event that the Contractor determines modifications are required, the Contractor shall prepare and submit a written request to the County including an explanation of the problem and justification for the suggested modification.
- C. The Contractor shall establish and maintain the Contractor's own quality control program for the Work.
- D. Cutting and Patching: The Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

### 5.19 MATERIALS, EQUIPMENT, AND WORKMANSHIP:

- A. Unless otherwise stated in the Contract Documents, all workmanship, materials, and articles incorporated in the Work shall be of good quality and new and of the most suitable grade of their respective kinds for the purpose and shall be acceptable to the County. The County shall decide the question of quality where the terms, "or equal", "approved equal" or "equivalent", are used in the Technical Specifications following reference to a specific manufacturer of equipment or materials. When and to the extent required by the Technical Specifications or by the County for review, the Contractor shall provide full information, including reports and tests, concerning the materials, equipment, or methods of work which the Contractor contemplates incorporating in the Work. Samples of materials shall be submitted for review where required. Materials and equipment installed or used, or unusual methods of work used without such review may be rejected without liability to the County.
- B. Defective Material, Equipment, or Work:
  - 1) When any material or equipment not conforming to the requirements of the Contract Documents has been delivered to the Jobsite, or incorporated in the Work, or whenever any Work performed does not conform to the Contract Documents or is of inferior and unacceptable quality, then such material, equipment, or work shall be deemed to be defective. All such defective materials, equipment, or Work shall be corrected, removed, replaced or made satisfactory to the County at no additional cost to the County.
  - 2) The Contractor shall not be entitled to an extension of the Contract Time for correcting or removing and replacing defective Work.
- C. All materials, equipment, and installation shall be applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the manufacturer or applicable supplier, except as otherwise may be provided in the Contract Documents.
- D. Special Warranties and Guaranties: All special warranties and guaranties required by the Technical Specifications shall expressly run to the benefit of the County.

### 5.20 INSPECTION AND TESTING OF MATERIALS AND EQUIPMENT:

- A. Unless otherwise provided in the Bid Form, all testing shall be at the expense of the Contractor.
- B. The Contractor shall employ and pay for the services of an independent testing laboratory approved by the County, to perform all inspections and tests required by the Contract Documents.
- C. The Contractor shall arrange for all such testing, and give the County timely notice of the readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

## EXHIBIT B

- D. The Contractor shall pay for all factory tests required on equipment and materials. Copies of test results or where acceptable, certifications of compliance on equipment and materials made at the factory or manufacturing plant, shall be furnished to the County. Test reports on equipment shall be reviewed by the County before the equipment covered by the tests is delivered to the Jobsite. Test requirements are set out in the detailed Technical Specifications for the particular equipment and materials.
- E. If laws or regulations of any public body having jurisdiction require any portion of the Work specifically to be inspected, tested, or approved by an employee or other representative of such public body, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the County the required certificates of inspection or approvals.
- F. Copies of all test results shall be provided to the County as soon as they are available.
- G. Uncovering Work:
- 1) If any Work required to be inspected, tested, or approved, is covered prior to such inspection, testing, or approval without written concurrence of the County, it must, if requested by the County, be uncovered for the County's inspection, testing, and approval, and replaced at the Contractor's expense.
  - 2) If, after written concurrence by the County to cover the Work, the County considers it necessary or advisable that the covered Work be observed, inspected, or tested by others, the Contractor, at the County's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the County may require, that portion of the Work in question, furnishing all necessary labor, tools, material, and equipment.
  - 3) If it is found that the uncovered Work is defective, the Contractor shall pay all costs arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory repairing, replacing, or reconstructing the defective Work, including but not limited to all costs of repair or replacement of work of others.
  - 4) If it is found that the uncovered Work previously consented in writing by the County to be covered, is not found to be defective, the Contractor shall submit a Claim to the County for an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.
- H. Correction or Removal and Replacement of Defective Work: Within seven (7) days of issuance of a written notice of defective Work by the County, the Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the County, remove it from the Jobsite and replace it with Work that is not defective. The Contractor shall pay all costs arising out of or relating to such correction or removal and replacement, including but not limited to all costs of repair or replacement of work of others, caused by the defective Work.
- 5.21 **SANITARY REGULATIONS:** Adequate sanitary facilities for the use of persons employed in the Work, properly secluded from public observations, shall be provided and maintained by the Contractor in such a manner and at such points as shall be approved by the County. These facilities shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the Work, they shall be removed from the Jobsite, leaving it clean and free from nuisance.
- 5.22 **SAFETY AND HEALTH REGULATIONS/ PROTECTION OF PROPERTY:**
- A. The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, State and Federal policies, regulations, laws, and standards relating to safety and health, including the Occupational Safety and Health Administration (OSHA) for the General Industry (29 CFR 1910) and for the Construction Industry (29 CFR 1926). The Contractor shall follow the Federal Environmental Protection Agency Standards and Florida Trench and Safety Act under Florida Statutes Section 553.60-553.64. The Contractor shall observe, follow and comply with all OSHA permitting instructions and regulations for Confined Space Entry, 29 CFR 1910.146 as related to the project. These forms can be obtained electronically from OSHA's website. The Contractor shall post all required OSHA notices at the Jobsite.

## EXHIBIT B

- B. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 1) All persons on the Jobsite or who may be affected by the Work.
  - 2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Jobsite.
  - 3) Other property at the Jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of the Work.
- C. The Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when execution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be promptly remedied by the Contractor.
- E. The Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed, and the County has issued the Final Completion and Acceptance Certificate.

### 5.23 HAZARDOUS ENVIRONMENTAL CONDITIONS:

- A. If the Contractor encounters a hazardous environmental condition or if the Contractor or anyone for whom the Contractor is responsible creates a hazardous environmental condition, the Contractor shall immediately:
- 1) Secure or otherwise isolate such condition.
  - 2) Stop all Work in connection with such condition and in any area affected thereby except in an emergency.
  - 3) Notify the County promptly and thereafter within 48 hours in writing confirming such notice.
  - 4) The County shall promptly determine the necessity for the County to retain a qualified expert to evaluate such condition or take corrective action, if any.
- B. In such cases where a hazardous environmental condition is discovered, the Contractor shall move to another area of the Work until the issue is resolved.
- C. The Contractor shall not resume Work in connection with such condition or in any affected area until after the County has obtained any required permits or clearances related thereto and delivered to the Contractor written notice:
- 1) Specifying that such condition and any affected area is or has been rendered safe for the resumption of the Work; or
  - 2) Specifying any special conditions under which such Work may be resumed safely.
  - 3) The County shall prepare an IFCA for an adjustment in Contract Times, as a result of such delay, and stipulate any special conditions under which Work is agreed to be resumed by the Contractor.
- D. Contractor shall not be responsible for any hazardous environmental condition uncovered or revealed at the Jobsite which was not shown, indicated, or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a hazardous environmental condition created with any materials brought to the Jobsite by Contractor, Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

### 5.24 SALVAGED EQUIPMENT AND MATERIALS:

- A. Unless otherwise directed by the County, salvaged materials, equipment or supplies are the property of the County and shall be kept clean and properly stored as directed by the County.

## EXHIBIT B

- B. Should the County choose to not accept these materials they shall be removed from the Project site by the Contractor as soon as practical.
- C. All materials excavated by the Contractor and suitable for fill shall be stockpiled and used by the Contractor as fill material for the Work. Excess suitable fill material not required for the Work shall remain the property of the County and shall be transported by the Contractor within a 5 mile radius and unloaded at a location determined by the County at no additional cost.
- D. All materials excavated by the Contractor and not suitable for fill, and material not required by the County shall be hauled and be properly disposed of by the Contractor at no additional expense to the County.

### 5.25 CLEAN-UP AND DISPOSAL:

- A. Cleanup and restoration shall be accomplished on a continuing basis throughout the performance of the Work, and in such a manner as to maintain a minimum of nuisance and interference to the County, residents and workers at or adjacent to the Jobsite.
- B. Removal of Debris during Performance of the Work: During the progress of the Work, the Contractor shall keep the Jobsite and other areas free from accumulations of construction debris, waste materials, rubbish, and other debris. The Contractor shall, within a reasonable time, dispose of all residues resulting from the Work, and shall remove and properly dispose of any surplus excavation, broken pavement, concrete, brick, lumber, and other construction materials, and any refuse as these items accumulate.
- C. Removal and disposal of such construction debris, waste materials, rubbish, and other debris shall conform to applicable laws and regulations.
- D. Removal of Temporary Facilities: At the time the need for temporary structures or temporary utility services or a substantial portion thereof has ended, or when the temporary structures and services have been replaced by permanent Work, and not later than the time of substantial completion, the Contractor shall promptly remove the installations. The Contractor shall complete and restore work, which may have been delayed or affected by the installation and use of the temporary facilities, including any required repairs, grading, restoration, and cleaning of exposed surfaces, and replace any work damaged beyond acceptable restoration.
- E. Final Clean-up: Prior to Final Completion and Acceptance of the Work, the Contractor shall clean the Jobsite and the Work and make it ready for utilization by the County. At the completion of the Work, the Contractor shall remove from the Jobsite all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition or better, all property not designated for alteration by the Contract Documents.

## 6.0 COUNTY'S RIGHTS

- 6.1 COUNTY ACCESS TO WORK: The County, including its authorized representatives and agents, and governmental agency representatives with jurisdictional interests, shall at all times have access to the Work wherever it is in preparation or progress, and may visit the Jobsite and observe the Work to ensure compliance with the Contract. The Contractor shall provide the County and its agents proper and safe conditions for such access and advise them of the Contractor's Jobsite safety procedures and programs so that they may comply.
- 6.2 COUNTY MAY STOP WORK:
  - A. If the Contractor's work is repeatedly defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment to complete the Work, or fails to correct a safety issue brought to the Contractor's attention, or fails or neglects to perform the Work in such a way that the completed Work will not meet the Contract Time requirements, or violates in a substantial way any provisions of the Contract, the County, may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## EXHIBIT B

- B. The County may terminate payments to the Contractor for those portions of the Work affected by a stop work order.
- C. The Contractor, upon receipt of a stop work order, shall, after securing the Jobsite, immediately cease work, and shall not be entitled to a Change in Contract Price or Contract Times as a result of such order.
- D. The Contractor may be allowed to resume work following the submission and acceptance of a work plan addressing the cause of the stop work order, and provided that the corrective work is carried out within seven (7) days of resuming work.

### 6.3 COUNTY MAY CORRECT DEFECTIVE WORK:

- A. The County may, without prejudice to other remedies the County may have, issue a stop work order to the Contractor for failure or neglect to carry out the provisions of the Contract as noted above, and after seven (7) days written notice to the Contractor, proceed to correct or remedy any such deficiencies either by its own forces or through the services of another contractor.
- B. In such case, an appropriate IFCA or Contract Amendment shall be issued deducting from payments then or thereafter due the Contractor the reasonable costs of correcting such deficiencies, including the County's expenses for additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor, or Surety, shall pay the difference to the County.
- C. The Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by the County of the County's rights and remedies under the Contract.

### 6.4 RIGHT TO RETAIN DEFECTIVE WORK:

- A. If, instead of requiring correction or removal and replacement of defective Work, the County finds and decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the Work dangerous or undesirable, or if the removal of such Work would create conditions which are dangerous or undesirable, and the County prefers to accept the defective Work or portions thereof, the County may do so. Any portion of work not so accepted by the County shall be removed and replaced as required by the Contract Documents. The Contractor shall be responsible for all attributable costs of the County's evaluation of and determination to accept such defective Work as well as the diminished value of the Work to the extent not otherwise due to the Contractor.
- B. If any such acceptance of defective Work occurs prior to final payment, an IFCA may be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the County shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted, and the cost of evaluating the defective Work for acceptance. If the acceptance occurs after final payment, the appropriate costs will be paid by the Contractor, or Surety, to the County.
- C. Such retention of a portion of the Work that would be considered defective shall not constitute a waiver by the County of the Contractor's remaining obligations under the Contract.

### 6.5 COUNTY MAY SUSPEND WORK:

- A. The County may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to the Contractor. Such Notice shall fix the date on which the Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor may request an increase in Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if a timely Claim is made pursuant to the Contract.

## EXHIBIT B

### 6.6 COUNTY MAY TERMINATE FOR CAUSE:

- A. The occurrence of any one or more of the following events will justify termination for cause:
- 1) The Contractor's persistent failure to perform the Work in accordance with the Contract Documents including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the approved Construction/Progress Schedule, adjusted from time to time pursuant to the Contract Documents.
  - 2) The Contractor's disregard of laws or regulations of any public body having jurisdiction.
  - 3) The Contractor's disregard of the authority of the County's authorized agents.
  - 4) The Contractor's failure to repair or remove and replace defective materials or Work.
  - 5) The Contractor's violation in any substantial way of any provisions of the Contract.
- B. If one or more of the events identified above occur, the County may, after giving the Contractor and Surety seven (7) days written notice of its intent to terminate the services of the Contractor:
- 1) Exclude the Contractor from the Jobsite, and take possession of the Work and of all the Contractor's tools, appliances, construction equipment, and machinery at the Jobsite, and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion),
  - 2) Incorporate in the unfinished Work all materials and equipment stored at the Jobsite or elsewhere for which the County has paid the Contractor, and
  - 3) Complete the Work as the County may deem expedient.
- C. If the County proceeds as provided above, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price (less any unused Allowance balances), exceeds all claims, costs, losses, and damages sustained by the County arising out of or relating to completing the Work, such excess will be paid to the Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, the Contractor or Surety shall pay the difference to the County. When exercising any rights or remedies allowed under the Contract, the County shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding the above, the Contractor's services will not be terminated if the Contractor begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure all such noted failures within no more than thirty (30) days of receipt of said notice.
- E. Where the Contractor's services have been so terminated by the County, the termination will not affect any rights or remedies of the County against the Contractor then existing or which may thereafter accrue. Any retainage or payment of moneys due the Contractor by the County will not release the Contractor from liability under the Contract.
- F. In the case of termination of the Contract for any cause before completion, the Contractor, if notified to do so by the County, shall promptly remove any part or all of the Contractor's equipment and supplies at the expense of the Contractor.

### 6.7 COUNTY MAY TERMINATE FOR CONVENIENCE:

- A. Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy of the County, terminate the Contract for the County's convenience. In such case, the Contractor shall, upon properly securing the Jobsite, be paid for (without duplication of any items):
- 1) Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination.

## EXHIBIT B

- 2) Documented expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work.
  - 3) Documented claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others.
  - 4) Reasonable expenses directly attributable to termination.
- B. The Contractor shall not be paid on account of loss of anticipated profits or revenue for Work not completed by the Contractor, or for other economic losses arising out of or resulting from such termination.

### 6.8 PARTIAL UTILIZATION:

- A. Prior to Substantial Completion of all the Work, the County may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which the County and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the County for its intended purpose without significant interference with the Contractor's performance of the remainder of the Work, subject to the following conditions:
- 1) The County at any time may request the Contractor in writing to permit the County to use or occupy any such part of the Work which the County believes to be ready for its intended use and substantially complete. If and when the Contractor agrees that such part of the Work is substantially complete, the Contractor will certify to the County that such part of the Work is substantially complete and request the County to inspect that portion of the Work, and issue, with the County's approval, a certificate of Substantial Completion for that part of the Work.
  - 2) The Contractor at any time may notify the County in writing that the Contractor certifies any such part of the Work ready for its intended use and substantially complete and request the County to inspect that portion of the Work, and, with the County's approval, issue a certificate of Substantial Completion for that part of the Work.
  - 3) Within a reasonable time after either such request, the County and the Contractor shall make an inspection of that part of the Work to determine its status of completion. If the County does not consider that part of the Work to be substantially complete, the County will notify the Contractor in writing giving the reasons therefore. If the County considers that part of the Work to be substantially complete, the County will prepare a Certification of Substantial Completion of that part of the Work, designating the date of the Substantial Completion, noting any work remaining to bring that portion of Work to final completion, and list the division of responsibilities between the County and the Contractor for partial utilization of the Work, including the start of any warranty period and the transfer of property insurance coverage, where applicable.

### 6.9 PROJECT AUDIT:

- A. Authorized representatives of the County, its agents, and governmental agency representatives with jurisdictional interests, shall have access to all books, documents, papers, and records of the Contractor specifically relating and directly pertinent to the Work for the purpose of conducting a project audit.
- B. The Contractor, its employees and agents including all Subcontractors, shall allow access to its records during normal business hours following sufficient notification.

## 7.0 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

### 7.1 GENERAL:

- A. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall strictly comply with all specifications, drawings and terms of the Contract.

## EXHIBIT B

- B. The Contractor shall cooperate with the County during the progress of the Work, and coordinate with utility companies and the County's other contractors (when applicable), working at or in the vicinity of the Jobsite, to ensure continuous workflow while minimizing delays.
- C. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract.
- D. It is understood and agreed that the Contractor, by careful examination, is satisfied as to the nature and location of the Work, the conditions of the Jobsite, the character, quality and quantity of the materials to be employed, the character of equipment and facilities needed for the execution of the Work, the general and local conditions, and all other matters which can in any way affect the performance of the Work.
- E. The Contractor shall provide and assume full responsibility for all plant, materials, equipment, tools, labor, services, transportation, construction equipment and machinery, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, bonds and insurance policies, overhead, office, and all other costs and expenses of facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- F. The Contractor shall be responsible to the County for acts and omissions of the Contractor, the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- G. The Contractor shall be responsible for inspection of portions of work performed by others to determine that such portions are in proper condition to receive subsequent Work by the Contractor. The Contractor shall immediately notify the County if any such work is defective or unsuitable to accept the Work by the Contractor.

### 7.2 SUPERVISION AND SUPERINTENDENCY:

- A. The Contractor representative named in the Construction Contract, shall have full power and authority to act on the Contractor's behalf, in all matters dealing with the Contract. All communications and directions given to, received by, or received from the Contractor representative shall be binding on the Contractor.
- B. The Contractor shall assign a competent superintendent, who may be the Contractor's representative or authorized designee, who shall personally oversee and direct the Work on a daily basis. The superintendent will be the Contractor's representative on the Jobsite and shall have complete authority to act on behalf of the Contractor. All communications and directions given to, received by, or received from the superintendent shall be binding on the Contractor, unless otherwise conveyed to the County in writing.
- C. The Contractor shall assign other supervisory personnel as necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of the Contract. The Contractor shall notify the County in writing of the names and credentials of the superintendent and supervisory personnel at the pre-construction conference.
- D. The Contractor representative and superintendent shall be the points of contact for the County.
- E. The Contractor representative and superintendent shall not be changed except by written consent of the County, unless this person or persons cease to be employed by the Contractor. The Contractor shall provide written notice to the County of any such changes within two (2) working days.

### 7.3 SUBCONTRACTORS AND MATERIAL SUPPLIERS:

- A. The Contractor shall provide an initial list of proposed Subcontractors, including the portions of Work to be performed by each of the Subcontractors. The list of Subcontractors shall be finalized and submitted to the County at the pre-construction conference for approval. The list of material suppliers shall be developed through Shop Drawing reviews.
- B. If the County has reasonable objection to any Subcontractor or material supplier, whether identified in the Bid or subsequently, the Contractor shall submit an acceptable substitute without entitlement to any change in Contract Price. After acceptance by the County of any particular Subcontractor or

## EXHIBIT B

material supplier, the Contractor shall make no substitution without written approval of the County, which will not be unreasonably withheld.

- C. The Contractor is fully responsible to the County for the acts and omissions of its Subcontractors and material suppliers, and of persons either directly or indirectly employed by them.
- D. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or material/equipment supplier and the County.
- E. Work performed for the Contractor by a Subcontractor, and materials and equipment provided by material/equipment suppliers will be pursuant to appropriate Contracts between the Contractor and the Subcontractor or supplier, which specifically binds the Subcontractor or supplier to the applicable terms and conditions of the Contract for the benefit of the County.

### 7.4 LABOR:

- A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the Jobsite.
- B. The Contractor shall ensure that all key personnel, support personnel and other agents are fully qualified and capable to perform their assigned tasks. The County shall have the right to require the Contractor to remove personnel assigned at any level for their performance of the Work or conduct on the Jobsite.

### 7.5 REPORTING DISCREPANCIES:

- A. **The Contractor's Review of Contract Documents Before Starting Work:** Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. The Contractor shall promptly report in writing to the County any conflict, error, ambiguity, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the County before proceeding with any Work affected thereby.
- B. **The Contractor's Review of Contract Documents During Performance of Work:** If, during the performance of the Work, the Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any law or regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any manufacturer/supplier, the Contractor shall immediately report it verbally to the County and provide written, along with a fully detailed explanation, within 48 hours of discovery. The Contractor shall not proceed with the Work affected thereby (except in an emergency) until receiving a written interpretation or clarification from the County.

### 7.6 PROJECT LAYOUT:

- A. The Contractor is responsible for laying out the Work based on the reference points provided by the County, and shall protect and preserve the established reference points and any property monuments existing prior to the start of the Work. The Contractor shall make no changes or relocations to these reference points or property monuments without the prior written approval of the County.
- B. The Contractor shall report to the County whenever any reference point or property monument is lost or destroyed or requires relocation. If such relocation is necessary due to changes in grade or Work location, the County will be responsible for their removal and relocation. If the reference point or property monument is lost or destroyed as a result of the Contractor's operations, the Contractor shall be responsible for the accurate replacement or relocation of such reference point or property monument by a State of Florida Registered Professional Surveyor and Mapper.
- C. The Contractor shall furnish all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies, as necessary and required for the Work, and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work.

## EXHIBIT B

- 7.7 **COORDINATION WITH OTHER CONTRACTORS:** The Contractor shall coordinate the Work with other contractors that may be working in the Project vicinity performing other work.
- 7.8 **EMERGENCIES:** In emergencies affecting the immediate safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the County prompt Notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by or are required as a result of an emergency.
- 7.9 **PATENT FEES AND ROYALTIES:** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- 7.10 **SAFETY REPRESENTATIVE:** The Contractor shall designate a qualified and experienced safety representative at the Jobsite whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- 7.11 **HAZARD COMMUNICATION PROGRAM:** The Contractor shall be responsible for coordinating any exchange with the County of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Jobsite in accordance with laws or regulations.
- 7.12 **RISK OF LOSS:** Prior to the Final Completion and Acceptance of the Work by the County, risk of loss for the Work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at the Contractor's own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete the Work, unless the delay is due to the negligence, fault, or omission of the Contractor.
- 7.13 **PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY:**
- A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, or Subcontractors or agents, such property shall be restored by the Contractor, at the Contractor's expense, to its original or better condition to that existing before the damage was done, or the Contractor shall make good the damage in another manner acceptable to the County.
  - B. Should any claim be made by any adjacent property owner or occupant because of the performance of the Work, the Contractor shall promptly settle with such owners or occupants by negotiation or otherwise resolve the claim.
  - C. Along the location of the Work, all sidewalks, streets, driveways, mailboxes, walks, lawns, landscaped areas, bushes, trees, shrubbery, irrigation systems and other above and below ground physical features shall be protected by the Contractor, and where disturbed or damaged, promptly restored to their original or better condition by use of similar or comparable materials. Fences, walls, and other features removed by the Contractor shall be replaced as soon as conditions permit. All grassed areas, which have been damaged by the Contractor, shall be re-graded, and sodded or seeded and mulched as directed by the County.
  - D. Trees close to the Work shall be boxed or otherwise protected against injury. The Contractor shall trim all branches and roots that are liable to damage because of the Contractor's operations, but in no case shall any tree be cut or removed without prior notification of the County. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting, and painting according to approved methods, using only approved tools and materials. The Contractor shall abide by the County's Tree Protection Ordinance.
  - E. The protection, removal, replacement, and restoration of existing physical features along the line of Work shall be a part of the Work under the Construction Contract. Final acceptance will not be

## EXHIBIT B

provided, and final payment will not be made until all public and private property has been restored to the satisfaction of the County.

F. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the County may, after providing seven (7) days written notice to the Contractor, proceed to repair, rebuild or otherwise restore such property and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract.

G. Weather Conditions: Sarasota County is subject to severe weather conditions such as hurricanes, tropical storms, tornadoes, strong winds, heavy rains, lightning, and the like. It is the Contractor's responsibility at all times to: (1) monitor current and developing weather conditions; (2) to develop and implement appropriate contingency plans to ensure proper storage of materials, supplies, and equipment, and (3) to secure the Project site so as to not endanger public health and safety, or public and private property.

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, as required by the Contract Documents and all laws, codes, and standards. Contractor shall take all necessary precautions for the safety of, and protection to prevent damage, injury or loss to:

- 1) Persons on and adjacent to the Site.
- 2) The Work, including materials, supplies, and equipment incorporated therein.
- 3) Public and private property adjacent to the Site.

7.14 PROTECTION OF ENVIRONMENTAL RESOURCES: The Contractor shall comply with all applicable Federal, State, and local environmental laws and regulations. The environmental resources within and adjacent to the Jobsite (not impacted by permit), shall be protected during the entire period of the Work. The Contractor shall confine activities to areas defined by the Contract Documents.

7.15 PROTECTION OF HISTORIC AND ARCHEOLOGICAL RESOURCES:

A. If historic or archeological resources are encountered during the Contractor's operations, the Contractor shall notify the County immediately, stop Work in the area until directed to restart, and proceed as directed below.

B. The Contractor shall comply with Sarasota County Ordinance #2004-073 and with the Historic Preservation chapter of Apoxsee: The Revised and Updated Sarasota County Comprehensive Plan.

C. According to Florida Statutes Chapter 872, it is unlawful to disturb, vandalize, or damage a human burial.

D. In such cases, the Contractor shall move to another area of the Work until the issue is resolved.

### **8.0 COUNTY'S RESPONSIBILITIES AND DUTIES**

8.1 STATUS OF THE CONSTRUCTION PROJECT MANAGER: The Construction Project Manager shall be the authorized County representative with specific responsibilities and duties as defined by the County for management of specified portions of the Contract.

8.2 REVIEW AND APPROVAL OF THE WORK: The Contractor's Work shall at all times be subject to the review, testing and approval of the County or authorized designee(s). The County shall decide any and all questions which may arise as to the quality and acceptability of the materials and equipment furnished, the Work performed, the rate of progress of Work, the conditions of the Jobsite, the maintenance of schedules, the interpretation of the Contract Documents through the County's Administrative Agent, and all questions as to the acceptable performance of the Contractor relative to the requirements of the Contract Documents.

8.3 RESOLUTION OF DISCREPANCIES: In case of differences discovered and reported by the Contractor between the Construction Plans/Drawings and Technical Specifications, the County, through the Administrative Agent, shall make a determination whether the Construction Plans/Drawings or Technical Specifications represent the intent of the Contract, and such determination shall be communicated to the Contractor in writing. Should the County discover a discrepancy between the Construction Plans/Drawings and Technical Specifications, a written determination shall be provided to the Contractor.

## EXHIBIT B

### 8.4 RECOMMENDATION OF PROGRESS PAYMENTS:

- A. The County will evaluate the Contractor's payment application and if in agreement, will sign the application indicating the County's recommendation to pay the amounts shown.
- B. Should the County disagree with any item of Work shown on the application, the County will promptly return it to the Contractor for correction and re-submittal.
- C. Should the Contractor disagree with the County's determination of Work completed and monies due, the Contractor may request approval of the Work items that are not in question by resubmitting the payment application and file a timely Claim in reference to items of disagreement. In such a case, the County shall recommend approval of the resubmitted payment application for only those items of Work recommended for payment.

### 8.5 INSPECTION AND EXAMINATION OF THE WORK:

- A. The County and/or authorized designee(s), shall have free access to the Work of the Contractor at any time for purposes of inspection and testing, and shall be reasonably assisted by the Contractor in conducting such inspections and testing of the Work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing or removal of portions of finished Work.
- B. The County will not supervise, direct, control, or have authority over or be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the performance of the Work.
- C. All materials and equipment shall be subject to inspection, examination and testing by the County at any time during manufacture, and at places where manufacturing of the materials and equipment is taking place. The County may reject defective materials and equipment during manufacture or before or after they have been incorporated into the Work. If the Contractor fails to replace defective Work or rejected materials and equipment, the County may replace such materials and equipment or correct such defective Work and charge the cost thereof to the Contractor.
- D. No final inspection, acceptance of Work, materials or equipment or final or interim acceptance of same by the County or certification of the Engineer/Architect of Record shall relieve the obligation of the Contractor to the County to do the Work in a good, workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all terms and any obligations of the Contract.

8.6 PROJECT REPRESENTATIVE/INSPECTOR: The Construction Project Manager's duly authorized on-site Project Representative (PR), or the County's duly authorized Inspector may be assigned to the Project, or any part thereof, at any time. The presence or absence of the RPR/Inspector does not lessen the responsibility of the Contractor to perform the Work in accordance with the Contract Documents. In case of dispute between the Contractor and the PR/Inspector as to materials furnished, or the manner and method of performing the Work, the PR/Inspector has authority to reject materials or Work, and to stop the Work until the issue can be referred to, and decided by the County. The PR/Inspector is not authorized to revoke, alter, enlarge, relax, release, or amend any of the Contract requirements, nor to issue any instructions on, nor to approve or accept any portion of the Work, or materials, or equipment; nor are any of his/her actions, authorized or unauthorized, to be so construed.

### 8.7 RIGHT TO REJECT DEFECTIVE WORK:

- A. The County has the authority to reject Work which the County believes to be defective, or that the County believes will not produce a completed Work that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Work as a functioning whole as indicated by the Contract Documents. The County also has authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. Prompt notice of all defective Work of which the County has actual knowledge will be given to the Contractor.

## EXHIBIT B

### 8.8 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:

- A. The Contractor shall submit Shop Drawings, product data sheets, and samples to the County for review and acceptance in accordance with the approved Schedule of Submittals.
  - 1) Shop Drawings: Submit number of copies specified in the Contract Documents. The Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment the Contractor proposes to provide and to enable review of the information as required for approval.
  - 2) Product Data: Submit number of product data sheets specified in the Contract Documents. The data sheets shall include standard printed information on materials, products, and systems not custom prepared, from which selections can be designated by the Contractor. Information shall include product dimensions, tolerances, manufacturer's recommendations for application and use, compliance with standards, and other information indicating that the material, product, or system meets or exceeds the Technical Specifications requirements.
  - 3) Samples: Submit number of samples specified in the Contract Documents. Clearly identify each sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as the Engineer/Architect of Record may require, enabling review of the information as required for approval.
- B. Where a Shop Drawing, product data sheet, or sample is required by the Contract Documents or the Schedule of Submittals, any related Work shall not be performed by the Contractor until the review and approval process of the pertinent submittal is complete. Shop Drawings, product data sheets, and samples submittals will be at the sole expense and responsibility of the Contractor.
- C. The Engineer/Architect of Record will review, or take other appropriate action on submittals only for the limited purpose of checking for conformance with the information provided to the requirements of the Contract Documents. The Contractor shall be responsible for the adequacy of the performance of the materials and equipment submitted.
- D. Submittal Procedures:
  - 1) Before submitting each Shop Drawing, product data sheet, and sample, the Contractor shall have determined and verified:
    - a. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
    - b. The suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.
    - c. All information relative to the Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
    - d. The review and coordination of each Shop Drawing, product data sheet, or sample with other Shop Drawings, product data sheets, and samples and with the requirements of the Work and the Contract Documents.
  - 2) Each submittal shall bear a stamp or specific written certification that the Contractor has satisfied its obligations under the Contract Documents with respect to the Contractor's review and approval of that submittal.
  - 3) With each submittal, the Contractor shall give the County specific written notice of any variations, that the Shop Drawing, product data, or sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing, product data sheet, or sample submittal; and, in addition, by a specific notation made on each Shop Drawing, product data sheet, or sample submitted to the County for each such variation.
- E. Re-submittals: The Contractor shall make corrections required and shall return the required number of corrected copies of Shop Drawings and product data; and submit, as required, new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for on previous submittals.

## EXHIBIT B

### 8.9 "OR EQUAL" AND SUBSTITUTIONS:

A. "Or Equal" Items: Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, appearance, and quality of the material or equipment required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other suppliers may be submitted to the County for review under the following circumstances:

- 1) "Or-Equal" Items: If in the County's sole discretion an item of material or equipment proposed by the Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by the County as an "or-equal" item, in which case review and approval of the proposed item may, in the County's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. A proposed item of material or equipment will be considered functionally equal to an item so named if:
  - a. It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics.
  - b. It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Work as a functioning whole.
  - c. It has a proven record of performance and availability of responsive service.
- 2) The Contractor certifies that, if approved and incorporated into the Work:
  - a. There will be no increase in cost to the County or increase in Contract Times, and
  - b. It will conform substantially to the detailed requirements of the item named in the Contract Documents.

#### B. Substitute Items:

- 1) If in the County's sole discretion an item of material or equipment proposed by the Contractor does not qualify as an "or-equal" item, it may be considered a proposed substitute item or it may be rejected entirely.
- 2) The Contractor shall submit sufficient information as provided below to allow the County to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by the County from anyone other than the Contractor.
- 3) The requirements for review by the County will be as set forth below, as may be supplemented elsewhere in the Contract Documents, and as the County may decide is appropriate under the circumstances.
- 4) A substitute will not be considered by the County unless there is an associated reduction in cost for its use.
- 5) The Contractor shall make written application to the County for review of a proposed substitute item of material or equipment that the Contractor seeks to furnish or use. The application shall include the following:
  - a. The Contractor shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design; be similar in substance to that specified; and be suited to the same use as that specified.
  - b. The Contractor will state the extent, if any, to which the use of the proposed substitute item will prejudice the Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for other work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - c. The Contractor will identify all variations of the proposed substitute item from that specified; provide information on available engineering, sales, maintenance, repair,

## EXHIBIT B

and replacement services; and shall contain an itemized estimate of all credits that will result directly or indirectly from use of such substitute item.

- 6) **Special Warranty and Guarantee:** The County may require the Contractor to furnish at the Contractor's expense a special performance warranty and guarantee with respect to any substitute accepted by the County.
  - C. **COST REIMBURSEMENT:** The County will record costs of evaluating a substitute proposed or submitted by the Contractor. Whether or not the County approves a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the County for the charges of evaluating each such proposed substitute. The Contractor shall also reimburse the County for the charges for making changes in the Contract Documents (or in the provisions of any other direct contract with the County) resulting from the acceptance of each proposed substitute.
  - D. **CONTRACTOR'S EXPENSE:** The Contractor shall provide all data in support of any proposed "or equal" or substitute at the Contractor's expense, and shall have no claim for additional cost or time should the item be rejected.
  - E. The County's approval or rejection of any "or equal" or substitute item submitted by the Contractor is final.
- 8.10 **CLAIMS:** All Contractor claims shall be submitted to the County for evaluation, review, and recommendation to the County. Claims must be filed in accordance with Article 12 of these General Conditions.
- 8.11 **RECOMMENDATION OF SUBSTANTIAL COMPLETION AND FINAL PAYMENT:**
- A. Upon receipt of a written request by the Contractor, the County shall schedule and conduct a Substantial Completion inspection. Should the County determine that the Work is Substantially Complete, the County will prepare and sign a Certificate of Substantial Completion in accordance with Article 13 of these General Conditions.
  - B. Upon receipt of a written request by the Contractor, the County shall schedule and conduct a Final Completion inspection. Should the County determine that the Work is complete and ready for the County's acceptance, the County will prepare and sign a Final Completion and Acceptance Certificate in accordance with Article 13 of these General Conditions.
- 8.12 **COOPERATION:** The County shall endeavor to cooperate with the Contractor to achieve successful completion of the Work. The County will promptly respond to requests for information and Construction Document interpretations; and will make all reasonable efforts to work with the Contractor to resolve any Claims or disputes.
- 8.13 **AVAILABILITY OF LANDS FOR WORK:**
- A. The County represents that it owns the lands, or is permitted to perform work on and over the land, upon which the Work is to be constructed. Upon request of the Contractor, the County shall furnish copies of available land surveys of the Jobsite. Permanent easements for permanent structures or utilities, and temporary easements shall be secured and paid for by the County.
  - B. The County shall notify the Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Jobsite with which the Contractor must comply in performing the Work, including any permit conditions required under any Federal, State, and local permit obtained by the County for the Work.
  - C. The Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of materials and equipment, together with right of access to the same.
- 8.14 **SURVEY/PROJECT CONTROLS:**
- A. The County shall provide Construction Plans/Drawings based on surveys establishing both horizontal and vertical reference points, which in the Engineer/Architect of Record's/County's judgment are necessary to enable the Contractor to layout the Work.

## EXHIBIT B

- B. The Contractor shall be responsible for laying out the Work based on the reference points provided, shall protect and preserve the established reference points and any property monuments existing prior to the start of the Work, and shall make no changes or relocations without the prior written approval of the County.

### 9.0 WORK BY OTHERS

#### 9.1 CONSTRUCTION BY THE COUNTY OR BY SEPARATE CONTRACTORS:

- A. The County reserves the right to perform construction or operations related to the Project with the County's own forces, or under separate contracts with other contractors. The Contractor shall have no claims for delay or additional cost involved due to such actions by the County.
- B. The County shall be responsible for and provide coordination of the activities of the County's own forces and other contractors with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other contractors and the County in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after joint review and mutual agreement. This construction schedule shall then constitute the schedules to be used by the Contractor, the County's own work force, and separate contractors unless subsequently revised.
- C. Work in the Project area may also be performed by utility owners repairing or relocating their existing facilities or constructing new facilities. The Contractor shall coordinate his Work with that of these utility owners and cooperate with them fully.
- D. The County will endeavor to provide sufficient written notice to the Contractor prior to starting any such work by others.
- E. The Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and the County's forces, proper and safe access to the Jobsite, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs.
- F. If the proper execution or results of any part of the Contractor's Work depends upon work performed by others, the Contractor shall inspect such other work and promptly report to the County in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Contractor's Work. The Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Contractor's Work except for latent defects and deficiencies that may be later discovered in such other work.

### 10.0 COST OF THE WORK

#### 10.1 LUMP SUM WORK:

- A. Where the Contract Documents provide that all or part of the Work is to be Lump Sum Work, the Contract Price will be deemed to include an amount equal to the sum of all the items appearing in the Bid Form as "Lump Sum."
- B. At the pre-construction conference, the Contractor will be required to submit a Schedule of Values which breaks down the Lump Sum items into smaller components as approved by the County, and includes the cost of each component. The Schedule of Values, which requires approval by the County, will be used to review and approve the Contractor's progress payments based on the approved Work performed on each component of the Lump Sum item in the previous month.
- C. Each Lump Sum item will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's total expenses required to complete each such item on the Bid Form, including all overhead, profit, and direct and indirect expenses for each such identified item.

#### 10.2 UNIT PRICE WORK:

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price work, initially, the Contract Price will be deemed to include an amount equal to the sum of all the unit prices bid for each separately identified item times the estimated quantity of each item as indicated in the Bid Form.

## EXHIBIT B

- B. The estimated quantities of items of Unit Price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price work performed by the Contractor will be made by the County, and based on the approved actual quantities installed in the Work.
- C. Each Unit Price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's total expenses required to complete each item on the Bid Form, including all overhead, profit, and direct and indirect expenses for each separately identified item.
- D. The Contractor shall not be allowed an adjustment in the Contract Price if the quantity of any item of Unit Price work performed by the Contractor differs materially and significantly from the estimated quantity of such item indicated in the Bid Form.
- E. Final payment will be issued as recommended by the County, to reflect actual amounts due the Contractor for approved Work covered by Unit Prices, and the final Contract Price shall be correspondingly adjusted.

### 10.3 ALLOWANCES:

- A. It is understood that the Contractor has included in the Contract Price all allowances shown in the Bid Form and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to the County.
- B. The allowances indicated on the Bid Form and as defined in the Contract Documents, include the cost to the Contractor of materials and equipment required by the allowances to be delivered to the Jobsite, all applicable taxes, and the Contractor's costs for unloading and handling at the Jobsite. It is also agreed that all labor, equipment and installation costs, as well as overhead, profit, and other expenses contemplated for the Work have been included in the Contract Price, and no demand for additional payment on account of any of the foregoing will be valid.
- C. Contingency Allowance: The Contractor agrees that contingency allowance items, as defined in the Contract Documents, are for the sole use of the County.
- D. Final payment will be issued as approved by the County to reflect actual amounts due the Contractor on account of Work covered by allowances, and the final Contract Price shall be correspondingly adjusted.

## 11.0 CHANGES, DELAYS, AND TIME EXTENSIONS

### 11.1 CHANGES IN THE WORK:

#### A. AUTHORIZED CHANGES IN THE WORK:

- 1) Without invalidating the Contract and without notice to any surety, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work by issuance of a Contract Modification. Upon receipt, the Contractor shall sign the Contract Modification and proceed with the Work involved, which will be performed under the applicable conditions of the Contract.
- 2) If the Contractor is unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that is allowed by the Contract Modification, a Claim may be made as provided in Article 12 of these General Conditions.

#### B. UNAUTHORIZED CHANGES IN THE WORK:

- 1) The Contractor shall not make any changes or substitutions in the Work without the express written consent of the County, and only after evaluation by the County in accordance with the Contract Documents.
- 2) The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented by an executed Contract Modification, except in the case of an emergency.

## EXHIBIT B

C. **MINOR VARIATIONS TO THE WORK:** The County may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Work as a functioning whole as indicated by the Contract Documents. These minor variations shall be accomplished by the Contractor, who shall perform the work involved promptly.

### 11.2 INTERIM FIELD CHANGE AGREEMENT (IFCA)/CONTRACT AMENDMENT:

- A. A Contract Modification will either be an IFCA or a Contract Amendment, depending on whether the Contract Price stipulated in the Construction Contract will be exceeded or not.
- 1) An IFCA will be issued for changes within the general Scope of the Work that will not exceed the Contract Price. Once the IFCA is signed by the County and the Contractor, the Contractor shall promptly proceed with the Work involved.
  - 2) A Contract Amendment will be issued for changes in the Scope of Work or any change that will increase the Contract Price. The County, with the Contractor's input, will determine the extent of adjustment to Contract Price and Contract Times and will prepare the Contract Amendment. The Contract Amendment shall be signed by the Contractor and approved by the County.
- B. The IFCA/Contract Amendment will include a detailed description of the Work covered under the Contract Modification, and any adjustments in the Contract Price or Contract Times, or both which are agreed to by the parties. The IFCA/Contract Amendment may also include supporting data detailing the costs associated with the change in the Work.
- C. Except in an emergency endangering life or property, no changes in the Work shall be performed by the Contractor unless a properly executed IFCA or Contract Amendment is received by the Contractor.

### 11.3 CHANGE IN CONTRACT PRICE:

- A. The County, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the Work; the Contract Price being adjusted accordingly. All such work shall be performed under the conditions of the Contract.
- B. For any such changes in the Work, a Contract Modification shall be prepared and authorized as above described.
- C. The value of any such changes in the Work, whether by additions or deletions in the original scope of the Work, shall be determined in one or more of the following ways:
- 1) By established Contract Unit Price.
  - 2) By an agreed upon Unit Price if the item of Work is not included in the Bid Form.
  - 3) By an agreed upon Lump Sum price.
  - 4) By the Cost-Plus method described below.
- D. **Cost-Plus:** In the event that unit prices are not available, or a lump sum price cannot be agreed upon, then the value of the change in the Work shall be determined by the following cost items during their time of use in completing the change in the Work:
- 1) Labor costs, including foremen, but excluding superintendent and overhead and profit.
  - 2) Materials or equipment entering permanently into the work.
  - 3) Construction plant and equipment (owned or rented).
  - 4) Power and consumable supplies for the operation of power equipment.
  - 5) Insurance, Social Security, retirement and unemployment contributions.
  - 6) A fixed Contractor's fee in the form of a percentage applied to the above items.
- E. Labor and equipment costs under the Cost-Plus method shall be determined from the Labor and Equipment Rate Schedule provided by the Contractor at the start of Work on or about the date of the pre-construction conference. The Labor and Equipment Rate Schedule shall exclude overhead and profit.
- F. **Contractor's Fee:** The Contractor's fee for overhead and profit under the Cost-Plus method shall be determined as follows:
- 1) A mutually acceptable fixed fee, or

## EXHIBIT B

- 2) Based on the following percentages:
  - a. For Work performed by the Contractor's work force: ten (10%) percent.
  - b. For Work performed by a Subcontractor, regardless of tier: fifteen (15%) percent.
  - c. Maximum Contractor's fee for overhead and profit under the Cost-Plus method: 15%
- G. The amount of credit to be allowed under the Cost-Plus method by the Contractor to the County for any change in the Work which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in the Contractor's fee by an amount equal to ten (10%) percent of such net decrease.
- H. When both additions and credits are involved in any one change in the Work under the Cost-Plus method, the adjustment in the Contractor's fee shall be computed on the basis of the net change in the costs.
- I. The value of the changes in the Work shall be determined at the time that the IFCA or Contract Amendment is authorized and agreed upon. No change in the Work shall proceed until a fully signed and authorized IFCA or Contract Amendment is received by the Contractor.

### 11.4 CHANGE IN CONTRACT TIMES:

- A. Time extensions for changes in the Work or allowable delays, will depend upon the extent, if any, by which the changes or delays cause additional time in the completion of the critical path elements of Work as shown on the most current Construction/Progress Schedule. The IFCA/Contract Amendment granting the time extension may provide that the Contract Time be extended only for those specific elements so delayed. The remaining Contract completion dates for all other portions of the Work will not be altered. Approved time extensions will provide for an adjustment of Contract Times under the resulting revised Construction/Progress Schedule.
- B. The Contract Times may only be changed by an IFCA or a Contract Amendment.
- C. If the Contractor does not agree with the Contract Times adjustment approved by the County, the Contractor may make a written Claim, provided the Claim is timely and submitted in accordance with the provisions of Article 12 of these General Conditions.

### 11.5 DELAYS AND TIME EXTENSIONS:

- A. No Claims for Delays:
  - 1) No claim for damages or any claim other than for an extension of Contract Times shall be made or asserted against the County by reason of any delays caused by the County or others.
  - 2) The Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to cost of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause.
  - 3) This provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to bad faith or willful, malicious, or grossly negligent conduct on the part of the County or its agents.
- B. Delay Claims: No extension of Contract Times shall be granted by the County unless a timely Claim is made by the Contractor in writing to the County within seven (7) days of the event or incident causing the delay. The Contractor shall demonstrate in its Claim the impact on the critical path of the Construction/Progress Schedule to justify the extension of time requested. Any identified float is not time for the exclusive use or benefit of either the County or the Contractor. Extensions of time for performance may be granted by the County only to the extent that equitable time adjustments for the activity or activities affected exceed the total float. Such justification must be submitted, in writing, within fifteen (15) days of the Claim. If the Contractor can, or could have moved to another part of the Work without affecting the Construction/Progress Schedule's critical path, a time extension will not be granted by the County.
  - 1) Delays by the County: If the Contractor should be delayed at any time in the progress of the work by any act or neglect of the County or its agents or employees, or by any other contractor employed by the County, or by utility owners, or by changes ordered in the Work, or by fire, unusual delay in transportation, unavoidable casualties or by delay authorized by

## EXHIBIT B

the County pending mediation, or by any cause which the County determines justifies the delay, then the time of completion may be reasonably extended by the County.

- 2) **Utility Conflicts:** The Contractor may be granted an extension of time for delays caused by utility conflicts discovered during the prosecution of the Work, provided a timely Claim is submitted, and the Contractor was unaware of such potential conflict. If, however, the potential conflict was shown on the Construction Plans/Drawings and the Contractor failed to uncover the potential conflict ahead of the Work, the Claim for additional time will not be granted.
- 3) **Rain Delays:** Reasonable extensions of time, as determined by the County, will be granted to the Contractor for time lost due to rainfall over and above the norm for the County, based on U.S. Weather Bureau statistics. If the Contractor can show that the rain caused additional delays at the Jobsite beyond the actual rain events, additional time extensions may be granted.
- 4) **Force Majeure:** The Contractor will be granted a reasonable time extension for a Force Majeure occurrence: an unexpected event that crucially affects the Contractor's ability to perform the Work, and includes forces of nature (Act of God), such as natural fires, floods, hurricanes, tornados, epidemics; or an event beyond the Contractor's control, such as major workers strikes, government shut down; or other major catastrophic events. Except as otherwise expressly provided herein, neither party shall be liable for any delay due to causes not reasonably within its control, including but not limited to, acts of civil or military authority, including courts and regulatory agencies, acts of God, war, riot or insurrection, inability to obtain required construction permits, blockades, embargoes, sabotage, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any delay resulting from such causes, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. This shall constitute the sole remedy to either party in the event of such delays.
- 5) **Time Extension Only:** Should the Contractor be delayed in the commencement, prosecution or completion of the work by the act, omission or default of the County, or anyone employed by them on the Project, or utility owners or other contractors, or the results of differing subsurface or physical conditions, or the discovery of hazardous environmental conditions, then the Contractor may submit a Claim for an adjustment of Contract Times if justified and as approved by the County, and there shall be no damages for delays.
- 6) **Contractor Delays:** The Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of the Contractor. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of the Contractor.
- 7) **Delay of Other Projects:** The County shall not be liable to the Contractor for any claims, costs, losses, or damages, including reasonable attorney's fees, and court costs sustained by the Contractor on or in connection with any other project or anticipated project resulting from delays of any kind.

11.6 **NOTICE TO SURETY:** When required, it is the Contractor's responsibility to provide notice to its Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Times, and to ensure that the amount of the applicable Performance and Payment Bond be adjusted accordingly.

- A. **IFCA:** The Contractor shall furnish proof of notice to Surety of an adjustment to the Contract Times by providing the County with a copy of a letter confirmation from the Surety within fifteen (15) days following the issuance of the IFCA affecting the change.
- B. **Contract Amendment:** The Contractor shall furnish, with the executed Contract Amendment, a performance and payment bond rider, or similar instrument approved by the County, signed by an authorized Surety representative, in the amount of any addition to the Contract Price affected by the Contract Amendment.

## EXHIBIT B

### 12.0 CLAIMS AND DAMAGES

#### 12.1 TIME OF CLAIM:

A. No claim of the Contractor shall be allowed by the County unless:

- 1) The Contractor has given written notice to the County within seven (7) Days of the incident arising to the Claim.
- 2) Within fifteen (15) Days after the Contractor has given the written Notice, the Contractor shall submit to the County a detailed claim setting forth the Contractor's justification for adjustments in Contract Price, Contract Times, or both, or other matters in dispute or question, in accordance with the Contract.

B. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment has been made under the Contract.

#### 12.2 VALUE OF CLAIM:

A. The value of a Claim will be limited to only those additional or incremental costs required because of any change in the Work. Such costs shall be in amounts no higher than those prevailing in the locality of the Work.

B. The procedure for determining the value of the Claim shall be as set forth in Article 11 – Changes, Delays, and Time Extensions.

#### 12.3 CLAIM FORM:

A. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of the event or events giving rise to the Claim.

C. Documentation: The Contractor will provide a narrative of the basis of the Claim, including all details and supporting documentation relating to the Claim. The Contractor shall establish and maintain records of all such details and documentation in accordance with generally accepted accounting practices and submit this information, along with any associated itemized cost breakdown and/or time adjustment calculations, in a form acceptable to the County.

#### 12.4 CLAIMS FOR CONTRACT PRICE AND CONTRACT TIMES ADJUSTMENT:

A. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.3 above.

B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 11.4 above.

12.5 CONTINUATION OF THE WORK: The Contractor shall carry on the Work and adhere to the Construction/ Progress Schedule during all disputes, claims, or disagreements with the County. No Work shall be delayed or postponed pending resolution of any disputes, claims, or disagreements, except in the case where Work is stopped by the County in accordance with the Contract, or as the County and the Contractor may otherwise mutually agree in writing.

#### 12.6 COUNTY'S ACTION:

A. The County will review each Claim and, within fifteen (15) days after receipt of the last submittal of the Contractor, take one of the following actions in writing:

- 1) Deny the Claim in whole or in part setting forth the reasons for the decision.
- 2) Suggest a compromise between the parties.
- 3) Recommend approval of the Claim, and prepare an IFCA or Contract Amendment adjusting the Contract Price, or Contract Times, or both for the County's approval.
- 4) Notify the parties that the County is unable to resolve the Claim. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

## EXHIBIT B

- 5) In the event that the County does not take action on a Claim within said fifteen (15) days, the Claim shall be deemed denied.
- B. The County's written action, or inaction will be final and binding upon the Contractor, unless the Contractor invokes the dispute resolution procedure set forth in the Construction Contract within thirty (30) days of such action, inaction, or denial.
- C. At its sole discretion, the County may deny the Claim in whole or in part. If such action is taken, the County shall provide written notice, with a copy to the Contractor, setting forth the reasons for such the County's decision. The County's written action will be final and binding upon the Contractor, unless the Contractor invokes the dispute resolution procedure set forth in the Construction Contract within thirty (30) days of such action.

### **13.0 PAYMENTS TO CONTRACTOR AND COMPLETION**

#### **13.1 GENERAL:**

- A. On or about the day of the month agreed to at the pre-construction conference, but not more often than once a month, the Contractor may submit for the County's review, a payment application covering the work completed the previous month up to the date of the application. The progress payment application shall be submitted on the form prescribed and approved by the County.
- B. Contractor's Warranty of Title: The Contractor warrants and guaranties that title to all work, materials and equipment covered by any application for payment, whether incorporated in the Work or not, will pass to the County at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"). The Contractor will not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion of it, or of rights, title, or interest therein without the express written consent of the County.

#### **13.2 SUPPORTING DOCUMENTATION:**

- A. As-Builts: The Contractor shall maintain a set of as-built drawings at the Jobsite. At the time payment application is made, the County shall review the as-built drawings to ensure they are current, accurate, and reflect all changes in the Work as of the date of the application. The County may withhold payment if the as-built drawings have not been maintained by the Contractor in accordance with the Contract Documents.
- B. Schedule of Values: The Contractor shall submit the approved Schedule of Values with each progress payment application, indicating the amount of work completed for the previous month on the various components of the Lump Sum Bid Items. The County will review the Schedule of Values for accuracy, and, if in agreement, shall recommend payment.
- C. Construction/Progress Schedule: With each payment application, the Contractor shall submit an updated Construction/ Progress Schedule using Primavera compatible scheduling software for review and approval by the County. The County may withhold payment if the Contractor fails to submit an updated and approved Construction/Progress Schedule. Should the schedule show that the Contractor is lagging behind the initial (baseline) schedule approved at the start of construction, the County may withhold additional sums as indicated on the "Retainage Table Guidelines" below.
- D. Release of Liens: Beginning with the second application for payment, the Contractor shall furnish an affidavit stating that all laborers, material and equipment suppliers, and Subcontractors have been paid for Work covered by all previous months' applications for payment and shall obtain a partial or complete Release of Lien, as may be necessary, properly executed by all laborers, material and equipment suppliers, and Subcontractors sufficient to secure the County from any claims whatsoever arising out of the Work.

- 13.3 **PROGRESS PAYMENTS:** Progress Payments will be made once a month as Work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the County, of the value of the work performed and materials delivered. Any payment application not approved by the County shall be promptly returned to the Contractor for correction and re-submittal. The payment applications shall be submitted with all required documentation specified in the Contract Documents. Payment applications shall be prepared by the Contractor and submitted to: Sarasota County Public

## EXHIBIT B

Works, 1001 Sarasota Center Boulevard, Sarasota, FL 34240, through the County's web-based contract management software. Should the web-based program be off-line for any length of time, the payment application may be mailed or hand delivered to: Sarasota County Public Works, 1001 Sarasota Center Boulevard, Sarasota, FL 34240 Attn: Project Manager. The Contractor shall contact the County to coordinate access to the website and training on the use of the County's contract management software.

- 13.4 **PAYMENT FOR STORED MATERIALS:** If requested by the Contractor, progress payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided the materials are identified in the Bid Form, sufficiently covered from loss by appropriate property insurance, and meet the requirements of the Construction Plans/Drawings and Technical Specifications when delivered to the Jobsite or stored in an acceptable storage location off-site. The Contractor shall submit a "Stored Materials Affidavit" on the form prescribed, for materials for which payment is sought. In any event, progress payments for materials on hand shall not exceed the price of the item bid, and shall not be made without an invoice marked "PAID" and acceptable to the County.
- 13.5 **RETAINAGE:** From the total of the amounts ascertained as payable, an amount as indicated in the "Retainage Table" below will be deducted and retained by the County until completion of the entire Contract in an acceptable manner, unless otherwise released by the County in accordance with the Contract Documents. The balance, less all previous payments, shall be certified by the Contractor and recommended by the County for payment.

<b>Retainage Table</b>				
Value of Contract	% of Contract Amount (\$) Earned			Total Retainage at Substantial Completion*
	0 to < 25 % Retained**	25 to < 50 % Retained**	50 to Substantial Completion % Retained**	
Less than \$1M	10%	10%	5.0%	5.00%
>\$1M to <\$5M	5%	5%	2.5%	2.50%
>\$5M	5%	5%	2.5%	2.50%

\* Provided Work has been performed within the Contract Times.  
 \*\* The cost for deficient work that is not corrected may be estimated at an amount of up to one and one half (1.5) times the value of the work, and may be withheld in addition to the retainage amounts shown in the above table.

- 13.6 **COUNTY MAY WITHHOLD PAYMENTS:**
- A. The County may reduce or withhold payments in the amounts and to such extent as may be necessary to protect itself from loss for which the Contractor is responsible, including:
- 1) Defective Work not remedied.
  - 2) Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the County is provided by the Contractor.
  - 3) Failure of the Contractor to make payments to Subcontractors or material or equipment suppliers.
  - 4) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price.
  - 5) Damage to the County or a separate contractor.
  - 6) Reasonable evidence that the Work will not be completed within the Contract Times, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
  - 7) Repeated failure to carry out the Work in accordance with the Contract Documents.

- 13.7 **LIQUIDATED DAMAGES:**
- A. For each Day any work remains uncompleted after the Contract Times specified, the sum of money per day specified as liquidated damages in the Construction Contract will be deducted from any money due the Contractor. The Contractor will not pay liquidated damages for days in which an

## EXHIBIT B

extension of time was granted pursuant to an approved IFCA or Contract Amendment. Allowing the Contractor to finish any of the Work after the Contract Times, including time extensions, does not waive the County's rights under the Contract.

- B. **Additional County Expense:** Should the Contractor fail to complete the Work within the specified Contract Times, it is agreed that for each day of overrun until final completion, all costs of construction management supervision and inspection furnished by the County shall be at the costs of the Contractor and/or his Surety. Such construction management costs shall be considered to be equal to the job payroll of the County plus 150 percent thereof for overhead, plus on-the-job mileage. Such costs will be deducted from monies due the Contractor at final payment. The amount of such expenses shall be construed to be in addition to other damages that might be assessed by the County.
- 13.8 **PROMPT PAYMENT:** The County shall pay the Contractor through payments issued by the Sarasota County Clerk of Courts in accordance with the Local Government Prompt Payment Act, Section 218.70 F.S., upon receipt of the invoice approved by the County and with written approval by the County's Administrative Agent or his assigned designee indicating that the services have been rendered in conformity with this Contract. The Contractor shall submit an invoice for payment on a monthly basis for those specific services that were completed during the invoicing period, as described in the Bid Form or as listed on the approved Schedule of Values.
- 13.9 **SUBSTANTIAL COMPLETION:**
- A. When the Contractor considers the entire Work, or a portion thereof (see GC 6.8), ready for its intended use, the Contractor shall notify the County in writing that the Work is substantially complete, listing items of work remaining to be completed by the Contractor (Punch List), and request that the County schedule a Substantial Completion inspection.
- B. Promptly after the Contractor's notification, the County and the Contractor, shall make an inspection of the Work to determine the status of completion.
- C. Should the County discover major Work items left uncompleted, or defective Work requiring correction or removal and replacement, the County shall discontinue the inspection, notify the Contractor of the deficiencies observed, and advise the Contractor to re-schedule the Substantial Completion inspection and of potential additional costs which may be incurred.
- D. If uncompleted or defective Work is discovered during the initial inspection, the Contractor shall promptly complete the Work, and if required, remove from the Jobsite any and all materials and Work rejected by the County as failing to conform to the Contract Documents, whether incorporated into the work or not. The Contractor shall promptly replace the defective Work in accordance with the Contract Documents without expense to the County, including bearing the costs of making good all work by others damaged or destroyed by the Contractor's removal and replacement of such defective Work.
- E. If the County considers the Work substantially complete with only minor corrections, adjustments, and clean-up items remaining, the County will prepare, sign, and date the Certificate of Substantial Completion, which shall fix the date of Substantial Completion. The County shall prepare a tentative list of items to be completed or corrected for final completion of the Project (Punch List), and attach the list to the Certificate. The items noted at the time of Substantial Completion should not be considered as all inclusive of the necessary actions required by the Contractor to achieve Final Acceptance and Completion. The Contractor and the County shall likewise sign the Certificate of Substantial Completion.
- F. At the time of preparation of the Certificate of Substantial Completion, the County will deliver to the Contractor a written recommendation as to division of responsibilities pending final completion, acceptance, and payment between the County and the Contractor with respect to security, operations, safety, protection of the Work, maintenance, heat, utilities, insurance, and warranty and guarantee issues. These recommendations, once agreed upon by the County and the Contractor, shall be incorporated into the Certificate of Substantial Completion.
- G. Substantial Completion shall be achieved within the Contract Time stipulated for Substantial Completion of the Work, including approved time extensions.

## EXHIBIT B

- H. Provided Substantial Completion is reached by the Contractor in a timely manner, and based on the value of the work remaining, the Contractor may submit a payment application requesting a reduction in retainage, prior to Final Completion and Acceptance. The County will review the request, and based on the value of work remaining, make a recommendation to release a portion of the retainage, while allowing sufficient funds to remain with which to complete the Work. The County may accept or reject this recommendation, based solely on its discretion, and information which may become available to the County, which may warrant withholding a larger portion or all of the retainage.
- I. The County shall have the right to exclude the Contractor from the Jobsite after the date of Substantial Completion subject to allowing the Contractor reasonable access to complete or correct items on the Punch List.

### 13.10 FINAL INSPECTION:

- A. When the Contractor has completed the Work and has provided all as-built information to the County in compliance with the Contract Documents, the Contractor shall notify the County in writing that the Work is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what is required to prepare the Work or a portion thereof for final inspection. When the County determines the Work or portion thereof is ready for final inspection, the County and the Contractor shall perform the final inspection. Upon completion of the final inspection, the County will prepare a list of defects, if any, of either commission or omission by the Contractor reasonably observable and determined under the conditions governing and restricting said final inspection. When all such defects have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the Work has been completed in compliance with the Contract Documents as can best and reasonably be observed and determined under the conditions governing and restricting said final inspection. The County will then, pursuant to such inspection and re-inspection(s) (if required), certify as to completion of final inspection. It is understood that the certification covers only those items which can be physically inspected and that the County's certification indicates compliance within the standards of the construction industry as interpreted by the County.
- B. Should the final re-inspection find items not completed from the list of defects prepared as part of the final inspection, the Contractor shall be responsible for all additional construction management and inspection costs associated with correcting the items on the list of defects. The additional costs shall include construction management supervision and inspection furnished by the County required following the first re-inspection of the Work. Such construction management costs shall be considered to be equal to the job payroll of the County staff performing the re-inspections plus 150 percent thereof for overhead, plus on-the-job mileage. Such costs will be deducted from monies due the Contractor at final payment.

### 13.11 FINAL ACCEPTANCE:

- A. When the County recommends that the Work has been fully completed and all supporting documents required under the Contract Documents have been submitted and approved, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish satisfactory evidence to the County that the Contractor has fully paid all claims for labor, materials, and equipment incurred in connection with the Work. The Contractor shall provide all evidence and supporting documentation required by the Contract Documents to assure the County of complete compliance with all terms of the Contract. Such supporting documentation shall include extended insurance and bond coverage, as-built drawings, operations and maintenance manuals, system diagrams, warranties and guaranties and special warranties and guarantees, and other documents all as required under the Contract. When the County has satisfied itself as to compliance with the terms of the Contract and has recommended final completion, the County will notify the Contractor of final acceptance.
- B. Final acceptance of the Work will be evidenced by the "Final Completion and Acceptance Certificate" recommended and signed by the County and signed by the Contractor which will stipulate the date of final completion of the Contract and acceptance of maintenance by the County.

## EXHIBIT B

- 13.12 **RELEASE OF LIENS:** Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and in addition thereto, in either case, an affidavit stating that so far as the Contractor has knowledge or information, the releases and receipts include all labor, material and equipment supplies, and Subcontracting services for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor or Surety shall refund to the County all money payments that the County may be compelled to pay in discharging such liens, including all costs and interest, including attorney's fees and court costs.
- 13.13 **FINAL PAYMENT:**
- A. The County shall make final payment to the Contractor through payment issued by the Sarasota County Clerk of the Courts in accordance with the Local Government Prompt Payment Act, Section 218.70 F.S., upon receipt of the Contractor's final invoice and written approval of same by the County and the County's Administrative Agent indicating that all contracted services have been rendered in conformity with the Contract.
  - B. **Waiver of Claims:** Acceptance of final payment by the Contractor shall constitute a waiver of all Claims by the Contractor against the County.
- 13.14 **FINAL COMPLETION DELAYED:** If, through no fault of the Contractor, final completion of the Work is significantly delayed, the County, shall upon receipt of the Contractor's final application for payment (for Work fully completed and accepted), and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

### **14.0 MANUFACTURER'S INSTRUCTIONS AND SERVICES**

- 14.1 **MANUFACTURER'S INSTRUCTION, SERVICE AND PARTS MANUAL:** Before final payment is made, the Contractor shall furnish to the County, five (5) complete sets of manufacturer's instructions, and service and parts manuals on each piece of equipment furnished under the Contract. This includes descriptive literature, installation and operating instructions, maintenance requirements, lubrication requirements, parts lists, and other pertinent data. All data shall be bound in a hardback, 3-ring loose leaf binder(s).
- 14.2 **MANUFACTURER'S SUPERVISION:** The Contractor shall provide the services of a qualified representative of the manufacturer as required in the Contract Documents, to supervise the installation, testing, adjusting and starting-up and initial operation of each item of equipment furnished under the Contract. This representative shall also instruct the County's personnel on-site, at an agreeable date and time, as to the proper operation and maintenance of the equipment.

### **15.0 WARRANTY AND GUARANTEE PROVISIONS**

- 15.1 **WARRANTY AND GUARANTEE PROVISIONS:**
- A. All materials and equipment furnished by the Contractor and all Work and workmanship involved in the Contract shall be free from defects due either to faulty materials or equipment or faulty workmanship and the same is hereby warranted and guaranteed by the Contractor for a minimum period of one (1) year from the date of the Final Completion and Acceptance Certificate issued by the County, or such longer period of time as may be prescribed by the terms of any applicable special guarantees and warranties required by the Contract Documents. All materials, equipment and workmanship furnished, installed and performed by the Contractor shall be warranted and guaranteed by the Contractor to the County to meet the required Technical Specifications and applicable standards; and to accomplish the purposes and functions of the Work as defined, detailed and specified in the Contract Documents.

## EXHIBIT B

- B. The County shall, following discovery thereof, promptly provide written notice to the Contractor and Surety of defective materials, equipment, or workmanship within the period of the warranty and guarantee. Any part of the material, equipment, or workmanship which does not comply with the warranty and guarantee shall be repaired or removed and replaced by the Contractor within ten (10) days from the date of the County's notice, at the Contractor's expense and at no cost to the County.
- C. In addition to the above repair and replacement costs, the Contractor is responsible to the County for all costs incurred with respect to all warranty and guarantee items under this Contract, including all construction management expenses such as expense for repetitive trips by the County required for the warranty and guarantee work. Such expense shall be considered to be equal to the job payroll of the County, plus 150 percent thereof for overhead plus on-the-job mileage.
- D. If the Contractor does not promptly comply with the terms of the County's written notice, or in the case of an emergency where delay would cause serious risk of loss or damage, the County may, after providing notice to the Contractor and Surety, have the defective Work corrected or repaired, or may have the defective Work removed and replaced. All claims, costs, losses, and damages, including but not limited to all fees and charges for construction management and inspection, attorneys, and other professionals, and all court costs arising out of or relating to such correction or repair or such removal and replacement, including but not limited to all costs of repair or replacement of work of others resulting there from, will be paid by the Contractor or Surety.
- E. Where defective Work and damage to other work resulting from such defective Work has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. The warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of warranty or breach of guarantee that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor and are not intended to and shall not limit any other rights, remedies, or causes of action which the County might exercise against the Contractor, and shall not alter or modify the application of the Statute of Limitations as established by the Statutes of the State of Florida.
- G. Survival of Obligations: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations stipulated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of the Contractor.

### 16.0 MISCELLANEOUS

#### 16.1 CERTIFIED CHEMICALS:

- A. The Contractor shall only use U.S.D.A. or E.P.A. or F.D.A. certified chemicals during the performance of all Work under the Contract. All chemicals used in or furnished for the Work, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions and local, State and Federal rules and regulations.
- B. The Contractor shall submit two (2) copies of all chemical Material Safety Data (M.S.D.) information forms to the County. One (1) set of M.S.D. information forms shall be posted at the Jobsite at all times and shall be available for inspection.

16.2 FUELS ADJUSTMENTS: The County will not adjust the Contract Price to reflect increases or decreases in gasoline and diesel fuel prices from those in effect on the Effective Date of the Contract.

16.3 EQUIPMENT MAINTENANCE: Equipment shall be maintained to prevent fuel, oil, and lubricant spills. Refueling, repairs, and lubrication will be performed at safe distances from any watercourse or drainage conveyance devices. Should a fuel or oil leak or hydraulic pipe rupture occur during construction, the Contractor's operators shall immediately cease operation and remove the equipment to a safe area and take prompt action to minimize damage and safeguard the Jobsite. The Contractor shall immediately

## EXHIBIT B

report the spill or discharge in accordance with applicable State or Federal rules and regulations; the requirements of the Florida Statute Chapter 376 Pollution Discharged Prevention and Removal will also be followed. In addition, the County shall immediately be notified.

- 16.4 **SPILL PREVENTION/CONTAINMENT:** An OSHA-approved spill containment kit must be kept at the Jobsite and staging area(s), and shall be sized for the maximum potential spill/leak volume associated with the largest single equipment unit at the Jobsite. It is the Contractor's responsibility to provide and maintain the required spill containment equipment.
- 16.5 **DISPOSAL OF POLLUTANTS:** The Contractor shall provide tanks or barrels to be used for off-site disposal of chemical pollutants such as drained lubricating or transmission oils, greases, etc. produced as a by-product of the Work. Washing, fueling or servicing of equipment will not be permitted where spillage or wash water can enter any watercourse or drainage conveyance device. Removal and disposal of all pollutants shall be in strict accordance with all local, State and Federal rules and regulations.

END OF GENERAL CONDITIONS

**EXHIBIT C  
SUPPLEMENTAL GENERAL CONDITIONS**

**1.0 DEFINITIONS AND TERMS**

ADD the following Definitions to the General Conditions Section 1.1 GENERAL:

DOH: Sarasota County Department of Health

FDEP: Florida Department of Environmental Protection

NASSCO: National Association of Sewer Services Companies

STANDARD SPECIFICATIONS: Standard Specifications shall refer to the current edition of the FDOT's *Standard Specifications for Road and Bridge Construction*, unless otherwise specified herein.

Where FDOT specifications refer to "Department", "Engineer", "Engineer of Tests", or "Division of Tests", it shall mean the County.

UTILITY SYSTEMS CODE: All construction shall meet or exceed the requirements of the Sarasota County *Uniform Water, Wastewater and Reclaimed Water Systems Code*, latest revision, and the Contract Documents. In case there is a conflict between the Code and Specification, the most stringent requirement shall be met.

**3.0 CONTRACT DOCUMENTS**

ADD the following to the General Conditions Section 3.2 INTENT

D. The Contractor shall recognize that the primary function of this project is to provide utility service to the residents of Sarasota County. The Contractor shall provide temporary utility service to any businesses or dwellings affected during the construction of this Project.

**4.0 PRE-CONSTRUCTION ACTIVITIES**

ADD the following to the General Conditions Section 4.2 PRELIMINARY SCHEDULES SUBMISSION AND ACCEPTANCE:

A.3) The Contractor's Schedule of Values must be prepared using the County's Primavera Contract Manager Software System.

REMOVE the last sentence of the General Conditions Section 4.2.B.2) and REPLACE with the following: "The Contractor shall provide a minimum of 15 days in the Construction/Progress Schedule for such product review."

ADD the following paragraph to the General Conditions Section 4.6 AUDIO-VISUAL PRE-CONSTRUCTION RECORD:

Contractor shall have preliminary construction survey stakeout completed, center line of pipe or offsets, and Sunshine One Call locate flags completed prior to any photos or video work to allow the work zone area to be identified with existing and proposed condition locations.

**EXHIBIT C  
SUPPLEMENTAL GENERAL CONDITIONS**

**5.0 PROGRESS AND CONTROL OF THE WORK**

ADD the following to the General Conditions Section 5.5 MOBILIZATION:

**B. Project Sign(s):**

- 1) General: The Contractor shall erect two (2) signs conforming to the current Specifications as shown on the following page. The Contractor is to follow Florida State Statute 556, Underground Facility Damage Prevention and Safety Act procedures, as required. The Contractor shall include the funding sources which will be provided by the Project Manager. Relationship of lettering size will be similar to that depicted. The background shall be white. Seasons are defined as:  
Winter = December, January, February                      Spring = March, April, May  
Summer = June, July, August                                      Fall = September, October, November

The signs shall be the property of the Contractor for the duration of the project and shall be maintained by the Contractor. The Contractor shall be responsible for the relocation of the signs during the progress of construction as directed by the County.

2) Project Sign Location: The project sign(s) shall be placed:

- a. At locations designated by the County
- b. Within County Right-of-Way
- c. To be highly visible
- d. At a position that will not obstruct pedestrian or vehicular traffic
- e. At a location where they will not be a roadside hazard.

3) Project Sign Construction:

- a. The project signs shall be constructed of exterior-grade plywood sheeting. Posts shall be 4" x 4" square and 12 feet long-pressure treated lumber.
- b. The sign face dimensions shall be five feet wide by three feet high by one-half inch thick.
- c. All sign supports shall be installed in accordance with Florida Department of Transportation (FDOT) Standard Indexes, as applicable.
- d. Upon completion of the contract, the Contractor shall remove and return the sign(s) and supports and restore the site to the satisfaction of the County.

4) Project Sign Content:

- a. Sign content shown on the attached sheets is for illustrative purposes only. The names of the members of the Boards of County Commissioners will be provided at the pre-construction conference. Relationship of lettering size will be similar to that depicted.

ADD the following to the General Conditions Section 5.10 AS-BUILT DOCUMENTS:

- H. Utility Projects: The Contractor shall maintain, during the progress of the project, accurate records of the location, length and elevation of all new and existing pipelines and appurtenances. Information to be shown for utility mains shall include the location of all crosses, tees, wyes, bends, valves, curb stops, meter boxes, hydrants, stub-outs, blow-offs, air release valves, etc., by using a two (2) point swing measurement from permanent physical features that can readily be found on the drawing and in the field, in a table format. The Contractor shall furnish "as-built" top of pipe elevations and finish grade for top of trench for all utility mains at maximum intervals of one hundred feet (100') and at

**EXHIBIT C  
SUPPLEMENTAL GENERAL CONDITIONS**

all utility crossings, service connections, gravity and vacuum laterals, at all fittings and valves, and all changes in grade and pipe type. For directional drilled utility mains, the "as-built" top of pipe elevations shall be recorded every rod length change and plotted on the plan and profile drawing sheets. In addition, the Contractor shall reference all new utility mains by the distance to the right-of-way or property markers.

- I. Utility Projects: All visible utility features shall be surveyed using conventional and/or GPS equipment at survey grade level and in accordance with Sarasota County Survey/GPS Standards. The recorded/blue booked GPS control monument, recorded benchmark elevation, and the vertical datum used shall be as noted on the Construction Plans. Coordinates shall be based on the State Plane, Florida West 1983.

ADD the following to the General Conditions Section 5.11 PERMIT, LICENSES, TAXES, AND LAWS AND REGULATIONS:

- D. Permit Fee Allowance: When applicable, this allowance will be established to cover the expenses of the permits and is supplemental to the bid, as indicated in the Bid Form. Permit fees will be paid at actual cost for the permit required and identified in the Contract Documents. The Contractor is advised that the total bid price shall include the amount of the allowance. Payment under this allowance shall be based on receipts of permit fees presented to the County. No payments shall be made for administrative or other costs of the Contractor.  
The allowance line item, when included in the Bid Form, can only be committed for the intended purchase and cannot in total or part thereof, be transferred to supplement the contingency or other line item costs, and any remainder will be retained by the County.

ADD the following to the General Conditions Section 5.17 EXISTING UNDERGROUND FACILITIES:

- H. Connections To Existing Mains: Where connections are required between new work and existing utility mains, the connection shall be made in a thorough and first class manner, using proper and acceptable fittings to suit the actual conditions. Ductile iron mechanical joint sleeves shall be used for connection to existing utility mains. When a connection is made to an existing fitting in the line, the Contractor shall schedule his work so that excavation and locating the existing fittings can be completed prior to starting trench work on the line. Cut-ins into lines shall be done at a time approved by the County, following proper notification to and approval by the County's Utilities Operations and Maintenance staff. The Contractor shall not make any connections or service taps into existing utility mains until the work has been tested and accepted by the County.
- I. Utility Service Interruption: Interruptions to any utility service or operation shall be **minimized**. The Contractor shall submit plans and schedules to the County for approval by the proper authority before any shutdown or any interruption in service takes place. The Contractor shall provide a minimum five (5)-business day notice to Utility Operations and Maintenance (941-316-1071). to locate and exercise valves prior to the shut down. County will complete a Water Shut Down Request to Utility Operations and Maintenance and shall include a utility map with all valves identified within the

**EXHIBIT C  
SUPPLEMENTAL GENERAL CONDITIONS**

shutdown service area. After the plans and schedule for the utility service interruption shut-downs have been approved, the Contractor shall be responsible for posting shut-off notices to customers five (5) business days prior to shut down. The County shall be present at the time of the shutdown and assure the shut down requirements are coordinated during the tie-in. All work is to be accomplished in accordance with Department of Health rules and policies. If commercial properties are affected, then the Contractor shall provide bottled water to the consumers/businesses that cannot boil water onsite.

All costs in connection with the interruption of Utility Services shall be considered incidental and included under the Items Bid.

**7.0 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES**

ADD the following New Sections to the General Conditions:

**7.16 FP&L SERVICE:**

- A. Where required in the Contract Documents, the Contractor shall provide all necessary coordination with FP&L for power supply to the proposed Utility Facilities, including sewage lift stations, vacuum sewer pump stations, water pumping and storage facilities, water or sewer booster stations, and similar facilities. The Contractor shall incorporate FP&L's schedule within the Construction/Progress Schedule. All costs associated with temporary and permanent power shall be borne by the Contractor, unless otherwise provided in the Contract Documents.
- B. The Contractor is responsible for all on-site improvements including poles, transformers, panels, conduit, power wiring, concrete mounting pads, and related equipment and materials necessary for a complete and fully operational system. The Contractor shall transfer service to the County upon the date of Substantial Completion of the Project, unless otherwise provided in the Contract Documents.

**7.17 UTILITY SERVICES:** Existing service locations as shown on the drawings are approximate. Upon completion of service relocation or replacement as called for on the drawings, the Contractor shall relocate or install the meter and/or reconnect the building service line as directed by the County. A Florida Licensed Plumber shall complete all plumbing work on the discharge side of the meter.

**11.0 CHANGES, DELAYS, AND TIME EXTENSIONS**

ADD the following to the General Conditions Section 11.3.A CHANGE IN CONTRACT PRICE:

1. At any time the County may request a quotation from Contractor for a proposed change in the work. Within ten (10) days following the receipt of such a request, the Contractor shall prepare and submit a written and sufficiently detailed proposal for the estimated cost increase of the proposed change. The County shall review the proposal within five (5) days, and shall:

**EXHIBIT C  
SUPPLEMENTAL GENERAL CONDITIONS**

- a) accept the proposal in total, or portions thereof;
  - b) negotiate the scope and cost of the proposal; or
  - c) reject the proposal in total.
2. The proposal shall include any request for a change in contract times resulting from the proposed change in the work. Any time extensions shall also be subject to negotiations.
  3. Itemized estimates shall be in sufficient detail for County's review, including all material, labor, equipment, subcontracted work, and overhead costs and fees, and shall cover all work involved in the change, whether such work involves additions to, or deletions from the original Contract scope and price.
  4. Any changes in the Contract price or Contract times shall be formalized in a Contract Modification.
  5. Notwithstanding the request for quotation, Contractor shall continue to carry on the work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will not be considered as basis for a time extension.

**13.0 PAYMENTS TO CONTRACTOR AND COMPLETION**

ADD the following to the General Conditions Section 13.2 SUPPORTING DOCUMENTATION:

- E. Monthly Status Reports: With each payment application, the Contractor shall submit an updated monthly status report for review and approval by the County. The report shall contain specific construction progress over the past month; expected work to be accomplished over the coming month; and specify any potential problems that may interfere with the proposed work schedule. The County may withhold payment if the Contractor fails to submit an updated and approved monthly status report.

ADD the following to the General Conditions Section 13.9 SUBSTANTIAL COMPLETION

- J. The Work will be considered substantially complete when each of the following portions of the Work is completed to the satisfaction of the County:
  - 1) All components of the Work have been installed, tested, approved, and certified to be placed into operation.
  - 2) A "punch list" of items to complete the Work has been submitted by the Contractor.
  - 3) Final As-builts have been provided in accordance with the Contract Documents.
  - 4) All training and instructions have been provided to the designated County's representative(s) in accordance with the Contract Documents.
  - 5) Operation and Maintenance (O&M) Manuals submitted and accepted.
  - 6) 90% of all private property has been restored.
  - 7) 90% of all restoration in the right-of-way is completed.

ADD the following to the General Conditions Section 13.11 FINAL ACCEPTANCE:

- C. The Work will be considered complete when each of the following portions of the Work is completed to the satisfaction of the County:
  - 1) All "punch list" work has been completed.

**EXHIBIT C  
SUPPLEMENTAL GENERAL CONDITIONS**

- 2) All Close-Out Items have been completed and submitted to the County, including:
  - a. Final Clean-up.
  - b. Complete Demobilization.
  - c. 100% of all private property has been restored.
  - d. 100% of all restoration in the right-of-way is completed.
  - e. Contractor's Final Affidavit & Release of Lien (Contract Form Pages RL-1 and RL-2).
  - f. Releases of Liens.
  - g. Consent of Surety to Final Payment.
  - h. Private Owner(s) acceptance of restoration.
  - i. All Warrantees/Guarantees.
  - j. All other Close-Out Items required by the Contract Documents.

**15.0 WARRANTY AND GUARANTEE PROVISIONS**

REMOVE the first sentence of the General Conditions Section 15.1.A., and REPLACE with the following: "All materials and equipment furnished by the Contractor and all Work and workmanship involved in the Contract shall be free from defects due either to faulty materials or equipment or faulty workmanship, whether patent or latent, and the same is hereby warranted and guaranteed by the Contractor for a minimum period of one (1) year from the date of the Final Completion and Acceptance Certificate issued by the County, or such longer period of time as may be prescribed by the terms of any applicable special guarantees and warranties required by the Contract Documents, or as prescribed by Florida law or State or Local regulations."

END OF SUPPLEMENTAL GENERAL CONDITIONS

## EXHIBIT D

### TECHNICAL SPECIFICATIONS

<b>TS</b>	<b>Item</b>
01026	Measurement and Payment
01310	Construction Schedule
01505	Mobilization
01550	Maintenance of Traffic (MOT)
02400	Sod Restoration
02539	Cleaning, Televising, Photographs and Assessment
02540	Ancillary Services
02757	Manhole and Stormwater Structure Rehabilitation

## EXHIBIT D

### SECTION 01026

#### MEASUREMENT AND PAYMENT

##### PART 1 - GENERAL

##### 1.01 EXPLANATION AND DEFINITIONS

- A. The following explanation of the Measurement and Payment for the bid form items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing such as a part of the Contract at no additional cost to the County.

##### 1.02 MEASUREMENT

- A. The quantities set forth in the bid form are approximate and are given to establish a uniform basis for the comparison of bids. The County reserves the right to increase, decrease, or eliminate the quantity of any class or portion of the work during the progress of construction in accordance with the terms of the Contract.

##### 1.03 PAYMENT

- A. Payment for each Work Assignment shall be made at the Contract unit or negotiated unit price per item of work on the basis of the work actually performed, completed, and accepted by the County. Such work includes but is not limited to, the furnishing of all necessary plant, labor, materials, appurtenances, equipment, transportation, clean up, restoration of disturbed areas, and all other expenses to complete the construction and placing the work into operation, as described in the Work Assignment and Technical Specifications, and as directed by the County.
- B. Payment for each item includes compensation for cleanup and restoration. Cleanup and surface restoration will be considered as ten percent (10%) of each pay item in the Work Assignment, and complete payment of each item will not be made until cleanup and restoration have been completed, and the final DVD's and logs are delivered and approved by the County.

##### 1.04 MEASUREMENT AND PAYMENT OF LUMP SUM ITEMS

- A. Measurement and Payment for Lump Sum bid items will be made based on the approved Schedule of Values submitted by the Contractor. Monthly progress payments will be based on a percentage of the work completed, as approved by the County.

##### PART 2 – PRODUCTS (NOT USED)

##### PART 3 - EXECUTION

##### 3.01 PAY ITEMS

- A. Manhole, Wetwell and Storm Water Structure Coating – Polyurethane (Bid Items 1-11): Measurement and Payment for furnishing and installing Manhole, Wetwell and Storm Water Structure polyurethane resin based coating will be made at the Contract unit price as designated on the Bid Form for the various sizes and thicknesses indicated on the Price

## EXHIBIT D

Schedule of the Bid Form, of acceptable coating material installed, and shall include all necessary mobilization, labor, tools, equipment, materials, and maintenance of traffic (MOT) in residential areas required for the operation and installation of the polyurethane resin based coating. Separate payment shall be made for bypass pumping, maintenance of traffic (MOT) on arterial and FDOT roadways, the cleaning and interior surface preparation, and televising or providing photographs and assessment of the manholes and structures, in the manner specified in the Technical Specifications and as indicated in the Price Schedule of the Bid Form. Measurement of the installed coating shall be to the nearest vertical or square foot for each manhole or storm water structure coated.

- B. Manhole, Wetwell and Storm Water Structure Repair (Bid Items 12-24):** Measurement and Payment for furnishing and installing manhole, wetwell and storm water structure interior surface preparation, infiltration control, and repair and/or replacement of deteriorated structure sections will be made at the Contract unit price as designated on the Bid Form for the various items indicated on the Price Schedule of the Bid Form, of acceptable existing liner system removal; patching and profiling; infiltration control; bonding compound; bench and invert channel repair; chimney repair/replacement; rim and cover replacement; and rain water protector and shall include all necessary labor, tools, equipment, materials, , and maintenance of traffic (MOT) in residential areas required for the acceptable installation, surface restoration (paved or grassed areas), and completion of each item.

Removal of Existing Lining System (excluding T-Lock or similar lining) (Bid Item 12), will be measured and paid for acceptable removal and proper disposal of the existing lining system (excluding T-Lock or similar lining) per square foot (S.F.) of manhole or storm water structure as directed by the County.

Removal of Existing T-Lock or Similar Lining System (Bid Item 13), will be measured and paid for acceptable removal and proper disposal of the existing T-Lock or similar lining system per square foot (S.F.) of manhole or storm water structure as directed by the County.

Patching and Profiling – Cementious Grout Only (Bid Item 14), will be measured and paid for acceptable patching and profiling per square foot as specified in the Technical Specifications and as directed by the County.

Infiltration Control – Cementious or Chemical Grout (Bid Items 15), will be measured and paid for acceptable grouting based on severity, per gallon as specified in the Technical Specifications and as directed by the County. Severity will be determined using NASSCO assessment guidelines (IW & ID for infiltration, IR & IG for high infiltration).

Bonding Compound (Bid Item 16), will be measured and paid for acceptable bonding compound per gallon as specified in the Technical Specifications and as directed by the County.

Bench and Invert Channel Repair (Bid Item 17), will be measured and paid for acceptable repairs per linear foot as specified in the Technical Specifications and as directed by the County.

Chimney Repairs or Replacement (Bid Items 18 & 19), will be measured and paid for acceptable repairs or replacement per vertical foot as specified in the Technical Specifications and as directed by the County.

Rim and Cover Replacement (Bid Items 20 & 21), will be measured and paid for acceptable replacement per each based on required surface repairs, as specified in the Technical Specifications and as directed by the County.

## EXHIBIT D

Seam Extrusion Welding (Bid Item 22), will be measured and paid for acceptable welding of seams per linear foot. The Contractor shall furnish all labor, materials, equipment, supervision, and necessary ancillaries as specified, and directed by the Engineer for; seam extrusion welding, and disposal of materials. All work shall be performed as per the manufacturer's specifications.

Fusion Welding of Pipe Boot (Bid Item 23), will be measured and paid for acceptable fusion welding of pipe boot per each. The Contractor shall furnish all labor, materials, equipment, supervision, and necessary ancillaries as specified, and directed by the Engineer for fusion welding of pipe boot and disposal of materials. All work shall be performed as per the manufacturer's specifications.

Install Rain Water Protector (Bid Item 24), will be measured and paid at the applicable Contract unit price bid for each rain water protector insert installed as listed on the Bid Form. Payment will be made for each rain water protector insert installed and shall represent full compensation for all labor, material, and equipment required to complete this Bid Item.

- C. Cleaning, Televising/Photographs, and Assessment (Bid Items 25-31): Measurement and Payment for Cleaning, Televising/Photographs, and Assessment of the existing manholes, storm water structures and wetwells directed by the County will be made at the **Contract unit price per Each** for (Pre- and Post-Video and/or Pictures for each manhole, structure or wetwell will be considered as one) the various conditions and work classifications indicated on the Price Schedule of the Bid Form and as defined in the Technical Specifications. Price includes all necessary labor, tools, equipment, and materials required for the Cleaning and Televising/Photographs Operations and for the removal and proper disposal of roots and the debris resulting from the Cleaning Operation. Price also includes supplying the County with two (2) copies of the digitized pre and post rehabilitation audio-video record in DVD format or digital photographs (CD); two (2) copies of the Cleaning and Inspection Logs; and three (3) copies of the final assessment report, as specified in the Technical Specifications.

- D. Ancillary Services (Bid Items 32-39):

Bypass Pumping (Bid Items 32-34): Measurement and Payment for bypass pumping will be made at the **Contract unit price per Day** for the various pump sizes indicated on the Price Schedule of the Bid Form, as approved by the County, and as defined in the Technical Specifications. This price shall include mobilizing and demobilizing the bypass pumping system, and providing sewage or storm water bypass pumping for the distance pumped over the time period required to repair and coat the manholes and storm water structures indicated in each Work Assignment. This price shall also include all necessary labor, equipment, including back-up pumps, tools, material, including pressure rated conduit, and power, including fuel, necessary for furnishing, installing, operating, maintaining, decommissioning and removing an approved bypass pumping system to divert sewage or storm water flow around the manholes and storm water structures to be repaired and coated, in accordance with the Technical Specifications. The use of flow through plugs in lieu of bypass pumping will be considered as incidental to the lining installation and not paid separately.

Bypass Pumper Truck and Vac-Truck (Bid Items 35- 36): Measurement and Payment for bypass Pumper Truck and Vac-Truck will be made at the **Contract unit price per Hour** the trucks are performing bypass pumping operations as approved by the County. This hourly price shall include mobilizing, demobilizing, all necessary labor, equipment, tools, material, fuel, and proper disposal of sewage or stormwater on site as necessary. Note these bid items are for the Bypass Pumper Truck and Vac-Truck operations only and not for cleaning structures which would be incidental to that work.

## EXHIBIT D

Maintenance of Traffic (MOT) Bid Items 37 & 38): Measurement and Payment shall be made at the **Contract unit price per each** project site for the Maintenance of Traffic (MOT) Plan associated with each Work Assignment. Work components listed on the Price Schedule of the Bid Form will be measured and paid as indicated. This price includes preparing a maintenance of traffic plan for each project work site affected by the Contractor's operations. The price also includes obtaining construction permits and approvals; construction and maintenance of any necessary detour facilities; providing of personnel and facilities to guide traffic safely around the work; providing access to residences and businesses along the project; furnishing, installing and maintaining of traffic control barricades, railings, warning lights, and other safety devices during construction; the control of dust; the immediate clean-up of any spills; and any other special requirements needed for the safe and expeditious movements of traffic as defined in the Technical Specifications, as directed by the County, and as approved by the agency(s) governing traffic safety in specific work areas. Payment will be made for MOT for arterial and FDOT roadways. These roadway systems are defined as follows:

Arterial roadways are streets with speed limits higher than 35 mph and up to and including 50 mph. Arterial roadways may be two lane or multilane highways.

FDOT roadways are streets within FDOT right-of-way or with speed limits above 50 mph.

Maintenance of Traffic for commercial, industrial, and residential streets (speed limits 35 mph or less) shall be considered incidental to other work and shall be included in the provided pay items above. No separate payment will be made for MOT for these streets.

Emergency Mobilization (Bid Item 39): Measurement and Payment for Emergency Mobilization will be made at the Contract unit price per mobilization to the agreed project site as approved by the County. This price shall include mobilizing and demobilizing equipment and crew to the emergency project assigned by the County.

END OF SECTION

## EXHIBIT D

### SECTION 01310

#### CONSTRUCTION SCHEDULE

##### PART I - GENERAL

##### 1.01 DESCRIPTION OF REQUIREMENTS

- A. Within ten days of the issuance of the Notice to Proceed for each Work Assignments, the Contractor shall prepare and submit to the County for review and approval, a construction progress schedule for the work. This schedule shall be based on calendar days, with sub-schedules of related activities, which are essential to its progress. The project duration shown on the schedule shall not exceed the time indicated on the individual Work Assignment.
- B. Contractor shall submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved updated construction progress schedule in hand.
- C. The Contractor shall designate an authorized representative of his firm who shall develop and maintain the construction schedule and progress and payment reports. This representative of the Contractor shall be responsible to the Contractor's Representative, who shall have the authority to act on behalf of the Contractor in fulfilling the commitments of the Construction schedules.
- D. The project scheduling software shall be Primavera P3e/c compatible, or as otherwise approved by the County.
- E. The progress schedule shall demonstrate compliance with the Contract Document requirements utilizing a Critical Path Method (CPM) precedence method schedule to coordinate, plan, schedule, and perform the work (including the activities of subcontractors and suppliers).

##### 1.02 FORM OF SCHEDULES

- A. The Contractor shall prepare schedules in the form acceptable to the County.
  - 1) Provide a separate horizontal bar for each activity of the Work Assignment.
  - 2) Horizontal time scale: In weeks from start of construction and identify the first work day of each month. The schedule shall identify the day, month, and year of starting and finishing each activity.
  - 3) Scale and spacing: To allow space for notations and future revisions.
  - 4) Minimum sheet size: 8 1/2 inches X 11 inches.
  - 5) Maximum sheet size: 11 inches X 17 inches.
- B. Format of listings: The chronological order of the start of each item of work for each Work Assignment.

##### 1.03 CONTENT OF SCHEDULES

- A. Show the complete sequence of construction by activity including:
  - 1) Activity beginning and ending date
  - 2) Duration
  - 3) Early start date
  - 4) Early finish date
  - 5) Activity float and total float

## EXHIBIT D

- 6) Predecessor
  - 7) Successor
  - B. Show the dates for the beginning of and completion of each major element of construction in no more than a one-week increment scale.
  - C. Show projected percentage of completion for each item, as of the first day of each month.
  - D. The schedule shall clearly identify the project's critical path. Provide a list of all long lead items (equipment, materials, etc.) with anticipated delivery dates to the County.
- 1.04 PROGRESS REVISIONS
- A. Indicate progress of each activity as of the date of revision.
  - B. Show changes occurring since previous revision of schedule:
    - 1) Major changes in scope.
    - 2) Activities modified since previous revision.
    - 3) Revised projections of progress and completion.
    - 4) Other identifiable changes.
  - C. Provide a narrative report as needed to define:
    - 1) Problem areas, anticipated delays, and the impact on the schedule.
    - 2) Corrective action recommended and its effect.
    - 3) The effect of changes on schedules of sub-contractor(s) and others.
- 1.05 DISTRIBUTION
- A. Distribute copies of the schedules to:
    - 1) County (two hard copies, one electronic copy)
    - 2) Subcontractors (as needed)
  - B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

## EXHIBIT D

### SECTION 01505

#### MOBILIZATION

##### PART 1 - GENERAL

###### 1.01 GENERAL

- A. Contractor shall mobilize as required for the proper performance and completion of each Work Assignment in accordance with the Contract Documents.
- B. Mobilization shall include, but not be limited to, the following items, as applicable to each Project:
  - 1) Move plant and equipment onto the Project Site necessary for Contractor's operation
  - 2) Install temporary power, wiring, and lighting facilities
  - 3) Establish fire protection system
  - 4) Provide field office complete with furnishings, equipment, and utility services
  - 5) Provide on-Site communication facilities
  - 6) Provide on-Site sanitary facilities and potable water facilities
  - 7) Arrange for storage yard
  - 8) Obtain required permits
  - 9) Post OSHA required notices and establish safety programs
  - 10) Contractor's superintendent shall be on Site full time
  - 11) Obtain Performance and Payment Bond when applicable
  - 12) Obtain Builders Risk Installation Floater when applicable
  - 13) Provide submittals
  - 14) Install/remove silt fencing as necessary in unstabilized areas.
  - 15) Install/remove soil tracking prevention devices per FDOT Index 106 in unstabilized areas.

###### 1.02 PAYMENT FOR MOBILIZATION

- A. The costs of bonds, permits, and any additional required insurance over and above the Contractor's standard insurance as specified in Article V of the Construction Contract, and any other pre-construction expense necessary for the start of the Project, excluding cost of construction materials, shall also be included in Mobilization.
- B. No separate payment will be made for mobilization. Mobilization is considered incidental to other work to be performed in the Work Assignment and the costs shall be included in those identified bid items as described in Section 01026 Measurement and Payment.

END OF SECTION

## EXHIBIT D

### SECTION 01550

#### MAINTENANCE OF TRAFFIC (MOT)

##### PART I – GENERAL

##### 1.01 DESCRIPTION

- A. Work under this Section consists of maintaining traffic within the project limits for each Work Assignment, including any temporary suspensions of work, and includes all traffic control plans, facilities, devices, and operations as required for the safety and convenience of the public and to minimize public nuisance, as specified herein.
- B. The Contractor's work includes preparing approved traffic control plans; construction and maintenance of approved detour facilities (where required); providing necessary facilities for access to residences and businesses along the project; furnishing, installing, and maintaining traffic control markings, signs, and safety devices; and any other special requirements for safe and expeditious movement of traffic in the project area and other impacted areas as specified herein.

##### 1.02 STANDARD REQUIREMENTS FOR MAINTENANCE OF TRAFFIC

- A. All MOT work shall conform to the latest editions of the Florida Department of Transportation (FDOT) Design Standards, the Manual on Uniform Control Devices (MUTCD) Part VI, the FDOT Standard Specifications for Road and Bridge Construction, Section 102, and Sarasota County Mobility Standards. Regardless of the MOT standards and specific traffic control plan used, it is the Contractor's responsibility to maintain the work zone in a safe condition.

##### 1.03 SUBMITTALS

- A. Traffic Control Plan - Prepare detailed work zone traffic control plans for County review and approval. The traffic control plan shall apply specifically to each phase of the Contractor's activities for each Work Assignment. The Contractor may not begin work until a traffic control plan is approved by the County. Except in an emergency, modifications to the traffic control plans require the County's written approval.

##### 1.04 SPECIFIC REQUIREMENTS

- A. The work for MOT may include the following:
  - 1) All roads will be kept open to two-way traffic during construction, except one-way roads and where otherwise approved in the MOT. Except in approved detoured areas, the Contractor will maintain one lane of traffic in each direction (each lane 11-foot wide minimum) at all times by using existing or constructing temporary pavement.
  - 2) Portions of work phases may be worked concurrently with the approval of the County, provided traffic is properly maintained.
  - 3) Temporary pavement will consist of six-inch thick suitable base and one-inch thick asphalt concrete surface; cost is included in MOT.
  - 4) Construction of major side streets can be phased similarly to maintain one lane of traffic in each direction (each lane 11-foot wide minimum) at all times by using existing or constructing temporary pavement.
  - 5) Unless provided for under the Items Bid, all cost of all barricades, signing, flagmen, and temporary pavement marking are included in the cost of MOT. The Contractor will erect and maintain all barricades, warning signs, and delineators.

## EXHIBIT D

- 6) Detouring of traffic to other roads to by-pass the project area must be approved by the Sarasota County Public Works Department before implemented.
- 7) The Contractor shall remove any existing striping conflicting with the MOT plan during construction and provide adequate signing and/or striping. Advanced "road closed" warning signs shall be placed at side streets at the direction of the County.
- 8) Paved temporary connections shall be provided at intersections as directed by the County.
- 9) Alternate access will be provided to all residences and businesses whenever construction interferes with the existing means of access. The Contractor is not permitted to isolate residences or businesses.
- 10) Major intersections shall have through movements maintained at all times during construction except during short periods of time approved by the County.
- 11) Traffic shall be maintained on paved, dust free surfaces at all times.
- 12) The resetting of traffic signs on side streets and the resurfacing and/or pavement marking on detour roads and/or side streets before and after construction is completed shall be included in the cost of Maintenance of Traffic.
- 13) The County shall approve any alteration of approved traffic patterns prior to implementation.
- 14) The Contractor is responsible for establishing a work schedule so that any location under construction will not be left in a hazardous condition at the completion of the work day.
- 15) When construction activities require flagmen for traffic control, the Contractor will employ the appropriate number of trained, competent flagmen, and will provide them with appropriate equipment in good condition.
- 16) Temporary approaches or crossings and intersections with trails, roads, streets, businesses, residences, and parking lots and parking garages will be provided and maintained in a safe condition by the Contractor. The Contractor shall take precautions to protect the work and the safety of the public.

END OF SECTION

## EXHIBIT D

### SECTION 02400

#### SOD RESTORATION

##### PART 1 - GENERAL

###### 1.01 DESCRIPTION OF REQUIREMENTS

- A. Work under this section consists of furnishing all labor, material and equipment to replace and maintain all grassed areas disturbed during construction of each Work Assignment by the furnishing and placing sod, as directed by the County.

###### 1.02 REFERENCE DOCUMENTS

- A. Materials used in this work shall conform to the following requirements of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition:
  - 1) Sod - Section 981-3
  - 2) Fertilizer - Section 982
  - 3) Water - Section 983

###### 1.03 SUBMITTALS

- A. Submit certifications and identification labels for all sod and fertilizer supplied.

##### PART 2 – PRODUCTS

###### 2.01 SOD

- A. Grassed areas disturbed by the Contractor's operation shall be restored with sod of the same type as the existing lawn grass type.
- B. The sod shall be taken up in commercial-size rectangles, preferably 12-inch by 24-inch or larger, except where 6-inch strip sodding is called for.
- C. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.
- D. Sod should be handled in a manner to prevent breaking or other damage. Sod shall not be handled by pitch forks or by dumping from trucks or other vehicles. Care shall be taken at all times to retain the native soil on the roots of each sod roll during stripping and handling. Sod that has been damaged by handling during delivery, storage or installation will be rejected.

###### 2.02 FERTILIZER

- A. Chemical fertilizer shall be supplied in suitable bags with the net weight certification of the shipment. Fertilizer shall be 12-8-8 and comply with Section 982 of the FDOT Standard Specification for Road and Bridge Construction.

## EXHIBIT D

- B. The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid and (3) water soluble potash, contained in the fertilizer.
- C. The chemical designation of the fertilizer shall be 12-8-8, with at least 50 percent of the nitrogen from a non water-soluble organic source. The nitrogen source may be a urea-formaldehyde source provided it is not derived from a waste product of the plastic industry.

### 2.03 EQUIPMENT

- A. The device for spreading fertilizer and seed shall be capable of uniformly distributing the material at the specified rate.

## PART 3 - EXECUTION

### 3.01 SOD BED PREPARATION

- A. Areas to be restored shall be cleared of all rough grass, weeds, and debris, and brought to an even grade.
- B. The soil shall then be thoroughly tilled to a minimum 6-inch depth.
- C. The areas shall then be brought to proper grade, free of sticks, stones, or other foreign matter over ½ inch in diameter or dimension. The surface shall conform to finish grade, less the thickness of the sod, free of water-retaining depressions.

### 3.02 INSPECTION

- A. The County shall verify that soil preparation and related preceding work has been completed. Work will not begin until conditions are satisfactory.

### 3.03 SOD HANDLING AND INSTALLATION

- A. During delivery, prior to planting, and during the planting of sod areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture.
- B. After completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. On mounds and other slopes, the long dimension of the sod shall be laid perpendicular to the slope. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.
- C. Sod shall be placed to restore all areas where grass existed prior to construction; on all slopes of 3 horizontal on 1 vertical (3:1) or greater; in all areas where erosion of soils will occur; along edge of roads, driveways, and structures; and as directed by the County. Sod shall be pinned as necessary on sloped areas to maintain the tight placement of sod panels.

## EXHIBIT D

### 3.04 SOD MAINTENANCE

- A. The sod shall produce a dense, well established growth. The Contractor shall be responsible for the repair, mowing (6" maximum height) and re-sodding of all eroded or bare spots until project acceptance. Sod repair shall be accomplished as in the original work.
- B. Sufficient watering shall be done by the Contractor to maintain adequate moisture for optimum development of the sodded areas. Sodded areas shall receive no less than 1.5 inches of water per week for at least 2 weeks. Thereafter, the Contractor shall apply water for a minimum of 60 days as needed until the sod takes root and starts to grow or until final acceptance, whichever is latest.

END OF SECTION

**EXHIBIT D**

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## EXHIBIT D

### SECTION 02539

#### CLEANING, TELEVISIONING, PHOTOGRAPHS AND ASSESSMENT

##### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. Work to be performed under this section includes cleaning, televising/pictures, and assessing manholes and storm water structures located throughout Sarasota County, Florida.

##### 1.02 SUMMARY

- A. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (DVD format), and assessment of each manhole/structure specified in the Work Assignment.
- B. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris.
- C. Televising shall include producing and supplying two (2) copies of the pictures/digital audio-video records in DVD format, and the Cleaning and Television Inspection Log of each manhole and storm water structure specified and directed.
- D. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes/structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (PACP).

##### 1.03 REQUIREMENTS

- A. The Contractor shall conduct his operations in strict accordance with all applicable Federal, State, and Local safety codes and regulations, and shall be responsible to maintain and ensure the safety of the public and work personnel at the project site. The Contractor shall, at all times, conform to all applicable Occupational Safety and Health Administration (OSHA) Standards.
- B. Television inspection video operator shall comply with the National Association of Sewer Service Companies (NASSCO). The Contractor shall have television inspection personnel certified in NASSCO's Manhole Assessment and Certification Program (MACP).
- C. The Contractor shall be responsible for the loading, transportation, and disposal of all waste materials generated by its operations, to the nearest approved landfill, meeting all Local, State, and Federal rules and regulations.
- D. The Contractor shall ensure compliance with the latest editions of Chapter 40 CFR Part 263. "Standards Applicable to Transporter's of Hazardous Waste" and Chapter 17-730, Part 3 of the Florida Administrative Code (FAC), as applicable.

## EXHIBIT D

- E. The Contractor shall conform to traffic control and maintenance of traffic (MOT) requirements of the State of Florida Department of Transportation (FDOT), and the Sarasota County Public Work, Mobility Standards, when working within public roadways and rights-of-ways.
- F. The Contractor shall mobilize and be on site within ten (10) days following issuance of the Notice to Proceed for each Work Assignment by the County, unless otherwise agreed to by the Contractor and the County. In the case of an emergency, the Contractor shall respond within twenty four (24) hours of the telephone notification by the County, to be followed by the issuance of a written Work Assignment.
- G. The Contractor shall inform the County in writing of its planned work schedules and shall afford the County reasonable opportunity to observe and inspect the Contractor's work in progress. The County will be advised of all scheduling changes. Once work has begun in an area, the Contractor shall complete the work without interruption.
- H. The Contractor shall provide the County with a forty eight (48) hours notice prior to the start of work.

### 1.04 SUBMITTALS

- A. Contractor shall submit to the County for review and approval:
  - 1) Names and qualifications of sub-contractor, personnel and equipment to be assigned to the cleaning and televising work. No cleaning or televising work shall commence until this submittal has been approved.
  - 2) Two (2) copies of the cleaning and television inspection logs for each manhole/structure shall be submitted with each payment application.
  - 3) Two (2) copies of the DVD's of television inspections performed for each manhole and storm water structure specified in the Work Assignment shall be submitted with each payment application.
  - 4) Three (3) copies of the final assessment report shall be provided to the County at the time of the Work Assignment completion. Final payment will not be made until the final assessment report is received and approved by the County.

### 1.05 CLEANING

- A. The manholes/structures shall be cleaned by removing dirt, rock, sand, roots and other deleterious materials from the manholes/structures. The cleaning equipment shall be capable of removing grease, roots, protrusions, and scale and corrosion (tuberculation) from the manholes and storm water structures. The cleaning process may be accomplished while the manhole/structure is flowing, however, by-pass pumping may be required.
- B. All necessary precautions are to be taken to protect the manholes/structures from damage resulting from the cleaning process. Damage to the manholes/structures or flooding of private or public property, resulting from the cleaning operation, shall be the responsibility of the Contractor to correct.

### 1.06 CLEANING EQUIPMENT

- A. The cleaning system shall utilize a device capable of dislodging sediments found in sewer and storm water manholes and structures without damaging their structural integrity.

## EXHIBIT D

- B. The equipment shall include a high velocity gun for washing and scouring manhole and storm water structure walls and floors. The gun shall be capable of producing flows from a fine spray to a solid stream.
- C. The cleaning devices shall have sufficient power to force and move the debris for extraction.
- D. The cleaning equipment shall come complete with water tank, auxiliary engines, pumps, and hose reels.
- E. Where required, equipment shall be provided by the Contractor which is capable of removing roots and removing scale and rust build-up (turbulence) without damage to the manholes and storm water structures.
- F. The cleaning method employed shall maintain normal flows during the cleaning process.
- G. Solids shall be removed by vacuuming the debris to the surface. Approved equipment shall decant and separate the water from the solids before it is transported to an approved disposal site. Liquid decanted from the solids shall be returned to the pipeline system.

### 1.07 REMOVAL OF DEBRIS

- A. Materials generated by the cleaning operation shall be removed by vacuuming the manhole and storm water structure. Suitable plugs and by-passing, or internal temporary piping, shall be used to prevent the movement of solids to adjacent sections of pipe.
- B. Waste materials and debris resulting from the cleaning operations, shall be removed, drained of excess fluid, and conveyed by the Contractor to an approved waste disposal site. The disposal site shall be accessible during Contractor working hours. All permits required for loading and transporting the waste material shall be the responsibility of the Contractor. The Contractor shall coordinate disposal of this material with the County. Under no circumstances shall the debris removed for the pipelines be dumped onto the streets or into ditches, catch basins, or storm water system.
- C. Liquid that is properly decanted from the waste material can be drained into the pipeline system after obtaining County approval.
- D. Unless otherwise provided for in the price schedule of the bid form, all costs associated with the removal, draining, loading, transporting, and disposal of debris and waste materials generated by the cleaning operation shall be considered incidental to the cleaning of the manholes and storm water structures, and therefore considered included in the Unit Prices bid for cleaning.

### 1.08 TELEVISION/PHOTOGRAPH INSPECTION

- A. Equipment and TV Picture Quality: The TV camera must be specifically designed for manhole and storm water structure inspection, small, rugged and waterproof. The camera must have its own light source suitable to provide a clear bright color picture of the entire structure. The camera shall have the ability to turn and view into the upstream and downstream pipe, and focus on any pipe to manhole/structure connection damage or defect. The camera, television monitor, and other components of the video system shall be capable of

## EXHIBIT D

producing a picture quality adequate for the purposes of the inspection. The County shall determine the adequacy of the picture quality when the work is started.

**B. TV Inspection Procedures:**

1) The camera system shall be capable of assessing (making visible) all interior manhole and storm water structure surfaces any time during the inspection. Excessive water in the manhole/structure shall be removed by the Contractor for proper inspection.

**C. Documentation:** Documentation of the television inspection shall be prepared by the Contractor at the site on a daily basis. The County shall observe that documentation (entering voice data on the video DVD and preparing computer generated inspection logs) is being properly, accurately and legibly done during the TV inspection of each manhole/structure. The County shall sign the Contractor's daily logs as evidence that the work was observed.

**D. Operating Personnel:** Television inspection video operator shall comply with the National Association of Sewer Service Companies (NASSCO). The Contractor shall have television inspection personnel certified in NASSCO's Manhole Assessment and Certification Program (MACP).

**E.** Digital photographs and inspection logs of each structure identified to be rehabilitated may be completed in lieu of the TV inspection requirements. Pre and post rehabilitation photographs are required. The camera for taking photographs shall be a minimum of 10 mega pixels and proper lighting and complete coverage of each structure shall be required.

**F. Payment Request Submittals:** The Contractor shall provide copies of the audio-video or digital photograph DVD's, and the Inspection Logs to the County with each Pay Request.

1.09 **WATER:** The water present in the pipelines may be utilized to provide necessary fluid for the cleaning devices. The use of potable water from a public, private, or reclaimed water system for manhole and storm water structure cleaning shall be permitted, and may be required. The cost of any water used for cleaning shall be the Contractor's responsibility. See Public Bid Disclosure Act Form, page BD-2 for costs of meter and water usage.

### PART 2 PRODUCTS – NOT USED

### PART 3 EXECUTION

#### 3.01 SYSTEM FLOW CONTROL

**A.** The Contractor shall divert the upstream system flow around the manhole/structure being cleaned and televised, as necessary, and discharge the intercepted flow to a downstream manhole or other suitable outlet. By-pass set-up and operation shall be as specified in the Technical Specifications.

**B.** Where manholes/structures are determined by the County to be of a critical nature and cannot be by-passed during normal work hours, cleaning and televising work shall be required at low flow periods, which may include nighttime hours.

**C.** If system flow is minimal and cleaning and televising can be performed in a timely manner, bypassing may not be required.

## EXHIBIT D

- D. The use of an internal by-pass pipe, properly installed and operational, may be approved by the County. The Contractor must demonstrate that the method used will not interfere with the cleaning, televising, and assessment work to be performed.
- E. Interruption of Sanitary Sewer Flows:
  - 1) The Contractor shall place informational door hangers on customer's doors forty eight (48) hours prior to commencement of work in a particular area. The Contractor shall make every effort possible to notify each customer whose service may be affected by the cleaning and televising operations.
  - 2) At no time will any service lateral remain inoperative for more than an eight (8) hour period. Any service outage for more than 8 hours will be temporarily by-passed into the mainline sanitary sewer in a manner approved by the County and at the Contractor's expense.
- F. The Contractor shall be responsible for any system back-up or any damage that may be caused by the Contractor's operations.

### 3.02 CLEANING AND TELEVISIONING

- A. The Contractor shall clean and televise the manholes and storm water structures to be repaired and coated. The interior surface of the manholes/structures shall be cleaned with high pressure water jet equipment. The Contractor shall remove waste product build-up, hard scales (tuberculation), roots, debris, grease, and other deleterious materials before any repair or coating work is performed. All manhole/structure damage, and infiltration points shall be noted on the digital video record (DVD) and recorded in the cleaning and television inspection logs.
- B. The Contractor shall notify the County if any severe problems are discovered during televising. If conditions such as damaged upstream or downstream piping or major blockages are found, or where additional damage would occur if cleaning is attempted or continued, the Contractor shall notify the County and request further direction on how to proceed.
- C. Any damage caused by the Contractor to any existing pipe or structure will be immediately repaired to a condition equal to or better than its original condition at the Contractor's expense.

3.03 **PROTRUDING ROOTS:** When directed by the County, existing roots that protrude into the manhole or storm water structure shall be removed to within one-quarter (1/4") inch of the inside wall of the manhole/structure by means of mechanical equipment. Root protrusions shall be ground using grinding tools specifically designed for this purpose. The finished product shall be uniform and smooth to accept the repair and coating products to provide a proper seal.

3.04 **TRAFFIC CONTROL AND MAINTENANCE OF TRAFFIC:** Manholes and storm water structures to be cleaned and televised may be in backyard easements; or in light traffic subdivision roadways, collector roads, or highways requiring Maintenance of Traffic plans conforming to Florida Department of Transportation and/or Sarasota County requirements.

3.05 **CLEANUP:** Cleanup is an essential part of the work. As the work progresses and is completed, the Contractor shall clean the various work sites of all excess materials and debris, completely restoring all work areas to the satisfaction of the County. This cleanup shall be done as promptly

## EXHIBIT D

as practicable and shall not be left until the end of the project. No part of the work is considered complete and no payment will be made until cleanup has been completed and accepted by the County.

### 3.06 FINAL ACCEPTANCE

- A. Audio/Video DVD or Digital Photographs: Inspection of manholes and storm water structures cleaned shall be by television or digital photograph inspection. The Contractor shall provide the County with two (2) copies of the digitized video discs DVD (Granite XP or equal) or digital photographs, with data-view and accurate footage displayed as follows:
- 1) Street name and nearby address
  - 2) Manhole/structure numbers
  - 3) Any noted manhole/structure defect or damage, with assessment of damage
  - 4) Any visible infiltration, with an assessment and estimate of inflow rate
- B. Inspection Log: Two (2) copies of the cleaning and television/photographic inspection logs for each manhole/structure completed for the Work Assignment shall be submitted to the County prior to final payment of the Work Assignment.
- C. Assessment Report: Three (3) copies of the final assessment report and one completed electronic data base in Excel (to be provided per work assignment), meeting NASSCO requirements, shall be provided to the County at the time of the Work Assignment completion. Final payment will not be made until the final assessment report is received and approved by the County.

END OF SECTION

## EXHIBIT D

### SECTION 02540

#### ANCILLARY SERVICES

##### PART 1 GENERAL

###### 1.01 SCOPE

- A. The Contractor shall provide for the mobilization of personnel, and equipment; bypass pumping as required; and the maintenance of traffic for each Work Assignment.
- B. The work includes furnishing all labor, tools, equipment and materials and performing all operations necessary to mobilize, bypass pump, and control traffic as specified and directed.

###### 1.02 REQUIREMENTS

- A. The Contractor shall conduct his operations in strict accordance with all applicable Federal, State, and Local safety codes and regulations, and shall be responsible to maintain and ensure the safety of the public and work personnel at the project site. The Contractor shall, at all times, conform to all applicable Occupational Safety and Health Administration (OSHA) Standards.
- B. The Contractor shall conform to traffic control and maintenance of traffic (MOT) requirements of the State of Florida Department of Transportation (FDOT), and the Sarasota County Public Work, Mobility Standards, when working within public roadways and rights-of-ways.

###### 1.03 MOBILIZATION

- A. Mobilization shall conform to Section 01505 of the Technical Specification.

###### 1.04 BY-PASS PUMPING

- A. Furnish, operate, and maintain by-pass pumping equipment as required. Pump motors shall be equipped with mufflers that conform to the Sarasota County Noise Ordinance, and as specified below.

###### 1.05 MAINTENANCE OF TRAFFIC

- A. Maintenance of traffic shall conform to Section 01550 of the Technical Specifications.

##### PART 2 PRODUCTS

###### 2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.
- B. Any materials or equipment supplied under this section which is deemed unsuitable by the County shall be removed from the project and replaced by the Contractor at no additional cost to the County.

## EXHIBIT D

### PART 3 EXECUTION

#### 3.01 BYPASS PUMPING

- A. The Contractor shall supply primary and back-up pumps, conduits, fuel and other equipment, including all stand-by equipment, to divert the flow around the facilities in which work is to be performed.
- B. The by-pass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during a rain event. The Contractor shall be responsible for furnishing the necessary labor and supervision to set up and operate the by-pass pumping systems.
- C. A float ball type level control and monitoring system shall be implemented. The pump shall be equipped with high level alarm functions with auto-dialer control capable of calling the Contractor and up to four (4) additional phone numbers. One phone number shall be dedicated to a County designee.
- D. The design of the temporary by-pass systems shall be the responsibility of the Contractor, however, such systems shall be subject to approval by the County. The Contractor shall submit two (2) sets of detailed drawings, including pump type, make and model, manufacturer's flow data, hydraulic calculations, curves, specifications, a description of the temporary by-pass equipment and a by-pass plan to the County for approval at least ten (10) days prior to the installation and operation of any temporary by-pass system.
- E. The by-pass plan must include specific site sketches and diagrams. A sequential order of pumping operation procedures shall include a description of by-pass monitoring, maintaining of suction screens, fueling, odor control, and life safety and security. The Contractor shall provide emergency contact(s) - 24/7 phone number(s), to the County.
- F. Noise levels between 7:00 p.m. and 7:30 a.m. shall not exceed 70 dB measured at a distance of 25 feet from the pump motor. All pumps shall be of a quiet pack type unit.
- G. If the Contractor's operations disrupt system flows, except for such brief periods as expressly required and approved by the County, the Contractor shall immediately make all repairs, and do all work necessary to restore flows to the satisfaction of the County, at no additional cost to the County. The by-pass operation shall progress continuously on a 24-hour per day, 7-day per week basis, until flow is re-established. The Contractor shall provide the services of emergency repair crews on call 24 hours per day.
- H. Any fines or damage caused by not maintaining system flows as specified above shall be the responsibility of the Contractor.

#### 3.02 MAINTENANCE OF TRAFFIC (MOT)

- A. Contractor shall be responsible for the design, submittal, and approval of the Project's maintenance of traffic (MOT) plans by the proper reviewing agencies. It will be the Contractor's responsibility to set up and maintain the MOT according to State and Local transportation agency regulations. All MOT work shall conform to the requirements of the Sarasota County Public Works-Mobility Standards.
- B. The Contractor shall at all times conduct the work as to ensure the least possible disruption to traffic and inconvenience to the general public, including nearby residents, and to ensure the protection of persons and property, in a manner satisfactory to the County.

## EXHIBIT D

- C. The Contractor shall not begin work until the Maintenance of Traffic Plan is approved in writing by the County and Sarasota County Public Works - Mobility. Any modification to the M.O.T. plan requires County written approval.
- D. All spills caused by Contractor's operation will be cleaned up immediately. Dust will be controlled by the Contractor on a daily basis.
- E. All costs in connection with the Maintenance of Traffic work shall be included in the unit and/or lump sum prices established under the Price Schedule of the Bid Form.

END OF SECTION

**EXHIBIT D**

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## EXHIBIT D

### SECTION 02757

#### MANHOLE AND STORMWATER STRUCTURE REHABILITATION

##### PART 1 – GENERAL

##### 1.01 DESCRIPTION OF REQUIREMENTS

- A. Work under this section includes furnishing all labor, materials, accessories, equipment, and tools and performing all operations required to furnish and install manhole and storm water structure repairs and interior coatings for corrosion protection and infiltration elimination, in accordance with the Contract Documents, Work Assignments, and as directed by the County.
- B. Work also includes providing all necessary labor, equipment, and tools for the proper removal and disposal of the existing deteriorated and failed lining and coating systems, as applicable.
- C. Items of work covered under this section include cleaning, surface preparation, and repair of manhole and stormwater structure interiors, including box culverts, sealing leaks and defects with approved cementitious or chemical grout, and applying an approved interior coating, where directed.
- D. Work also includes the repair of manhole benches and inverts; removal of roots; manhole chimney repairs and/or replacements; and manhole rim and cover replacements; all as specified below, described in the Work Assignment, and directed by the County.
- E. The Contractor shall observe all standards of safety for confined space entry and chemical usage as stipulated by OSHA, and other federal, state and local agencies. These include, but are not limited to, air quality monitoring, safety harnesses and equipment, air/oxygen breathing apparatus, the wearing of chemical resistant safety suits where applicable, and minimum number of workers on the job site. The Contractor shall comply with the manufacturer's Materials Safety Data Sheet (MSDS) for the products used under this section.
- F. When required by coating manufacturer, the concrete must be fully hydrated, prior to application of the coating to the concrete, masonry, or brick surfaces. Contractor shall assure that the hydration process for newly installed structures has reached its completion prior to application of coating.

##### 1.02 SUBMITTALS

- A. The Contractor shall submit complete sets of Product Data and Material Safety Data Sheets for the repair systems and interior coating system to the County for review and approval, prior to scheduling any repair and coating work.
- B. The Contractor shall submit manufacturer's application and installation instructions to the County for all products used.
- C. The Contractor shall provide documentation to the County that the manufacturer has a minimum of five (5) years experience in producing the proposed coating system, and that this proposed system produced successful protection and rehabilitation of manholes and stormwater structures.

## EXHIBIT D

### 1.03 WARRANTY

- A. The coating manufacturer shall supply the County a minimum five (5) year manufacturer's written warranty of the selected coating system against failure to adhere to the manholes and stormwater structures, failure against abrasion, acid, hydrogen sulfide attack, chemical attack, microbiologically induced corrosion, pinhole development, or any other defect which would lead to deterioration or infiltration.
- B. Any dispute between the Contractor and the manufacturer regarding fault of defects shall not affect this warranty to the County. If failure is detected by the County within this five (5) year period, the coatings shall be repaired or replaced to the satisfaction of and at no cost to the County.

### PART 2 – PRODUCTS

#### 2.01 GENERAL

- A. Interior manhole and stormwater structure coating systems specified herein shall be resistant to abrasion, acid, hydrogen sulfide attack, chemical and corrosion attack; and prevent infiltration.
- B. This specification provides for polyurethane coating system as follows:
  - 1) Spray applied self priming polyurethane resin based coating system containing 100% solids, and volatile organic compound (VOC) free. The coating shall be a minimum of 1/4" thick for new construction and from 1/2" thick to 1" thick for rehab construction, applied in one or two coats. The product shall be SprayWall<sup>®</sup>, as manufactured by SprayRoq Protective Lining Systems, Birmingham, AL; or equal.
- C. The materials used shall be designed, manufactured, and intended for use in sanitary sewer and storm water system manholes and structure protection and rehabilitation. The materials shall have been successfully used in manhole and stormwater structure construction and rehabilitation projects as determined by the County, base on information provided by the Contractor.
- D. The selected product or system must bear the manufacturer's certification that it will fulfill the requirements described herein when applied in accordance with the manufacturer's written instructions. The Contractor shall be certified by the manufacturer to install the approved repair and coating system; and shall supply a list of locations and references for at least three (3) projects, in which the product was successfully installed and operational for the past 5 years.

## EXHIBIT D

### 2.02 PATCHING MIX

- A. A quick setting, fiber reinforced, cementitious compound, shall be used as a patching and profiling mix. It shall be mixed and applied per manufacturer's recommendation and meet the following minimum requirements:

Compressive Strength	ASTM C109	1,400 psi @ 6 Hour 5,000 psi @ 28 Days
Flexural Strength	ASTM C293	550 psi @ 28 Days
Shrinkage	ASTM C596	0 % @ 90% R.H.
Bond Strength	ASTM C321	145 psi @ 28 Days

### 2.03 INFILTRATION CONTROL MIX

- A. A rapid setting cementitious or chemical product (Strong-Plug, DeNeef AC-400, Avanti AV-1 18, or equal), specifically formulated for leak control shall be used to stop minor water infiltration. The product shall be mixed and applied according to manufacturer's recommendations, and capable of stopping visible leaks.

### 2.04 HIGH INFILTRATION GROUTING MIX

- A. A rapid setting cementitious grout (Strong-Plug, or equal), shall be used for stopping very active infiltration, and filling voids, cracks, missing mortar, and other substrate defects. The product shall be mixed and applied according to manufacturer's recommendations. The cementitious grout shall be volume stable having a minimum 1 day compressive strength of 50 psi, and a 28 day compressive strength of 250 psi.
- B. A rapid setting chemical acrylic, acrylic based, or urethane based grout (DeNeef AC400, Avanti AV-202, or equal), specifically formulated for stopping very active infiltration may be substituted with approval of the County. The chemical grout shall consist of a principal sealant constituent, an initiator (trigger), and a catalyst, and be mixed and applied in accordance with manufacturer's recommendations.
- C. Application may include drilling of the manhole walls and pressure grouting the exterior to produce a grout curtain capable of stopping visible leaks.

2.05 MANHOLE RING AND COVER REPLACEMENTS shall conform to the typical details; shall be watertight with no perforations in the cover; and shall be capable of withstanding H-20 traffic loading in paved areas.

2.06 MANHOLE CHIMNEY REPLACEMENTS shall conform to the typical details; and based on existing conditions as directed, shall be pre-cast concentric or eccentric cone sections; pre-cast top slab sections; and/or pre-cast concrete rings or non-metallic (HDPE) adjustment rings. In no case shall brick be used to adjust ring and cover to finish grade.

2.07 RAIN WATER PROTECTOR inserts shall be as manufactured by FRW Industries, Conroe, Texas, or equal. Inserts shall be complete with a self-cleaning relief valve. Relief valves shall operate on a pressure differential of ½ psi. Neoprene gaskets shall be installed under the insert lip to insure a leak proof seal.

### 2.08 WATER

## EXHIBIT D

A. Water shall be clean and potable.

### 2.09 BONDING COMPOUND

A. Material shall be a modified cementitious bonding compound that protects exposed reinforcing steel, enhances bond of overlay to substrate, and is compatible to the selected coating system.

### 2.10 POLY URETHANE RESIN BASED COATING MATERIALS

A. The resin based coating shall be used to form a structurally enhanced monolithic coating covering all interior manhole and stormwater structure surfaces including walls, inverts, and benches, and shall have an applied minimum density of 81 +/- pounds/cubic foot, with the following minimum properties:

Compressive Strength	ASTM D695	7,500 psi @ 28 days
Flexural Strength	ASTM D790	12,000 psi @ 28 days
Tensile Strength	ASTM D638	7,000 psi @ 28 days
Shrinkage	ASTM D2566	<0.50% @ 95% R.H.
Adhesion to Concrete	ASTM D454 1	Substrate Failure
Bond Strength	ASTM C882	>1,600 psi @ 28 days

## PART 3 – EXECUTION

### 3.01 GENERAL

- A. The repair of manholes and stormwater structures, including concrete box culverts, may be limited to patching only, infiltration control and patching, coating only, or a combination thereof. The County shall direct the rehabilitation of each such structure, and measure and pay for the repair system and coating method(s) actually used and approved.
- B. Sanitary sewer and/or storm water flow control, as specified in the technical specifications shall be exercised by the Contractor as required to ensure that no flowing sewage and/or storm water comes into contact with the manhole or structure surfaces being coated.
- C. New concrete structures shall be cured for at least 30 days prior to application of resin based coatings.

### 3.02 PREPARATION

- A. The manhole and structure surfaces, including box culverts, shall be clean, structurally sound and free from oil, grease, loose mortar, paints, existing protective lining or coating systems, efflorescence, laitance, or other deleterious materials or substances.
- B. Existing leaks and defects shall be sealed and repaired prior to application of the coating with the use of the products referenced above. The Contractor shall bring the interior surfaces to a smooth profile by filling voids, cracks, missing mortar, and correcting other substrate defects.
- C. An approved patching mix shall be used to repair manhole inverts and benches. Repaired finish of inverts and benches shall conform as closely as possible to the typical details.

## EXHIBIT D

- D. Where directed, deteriorated manhole chimneys shall be repaired and rebuilt with an approved patching mix, or replaced per the typical details. Extensive repairs shall require the use of steel dowels and high strength concrete or grout formed to the original shape of the chimney, where required and directed by the County.
- E. Where directed, manhole ring and covers shall be installed per typical details and as follows:
  - 1) Ring and cover assembly shall be placed in a full bed of mortar.
  - 2) Paved surfaces shall be restored to an "as good" condition acceptable to the governing right- of-way agency.
  - 3) In unpaved areas, the cover shall be set one (1") inch above finished grade with the surrounding surfaces returned to an "as good" condition, acceptable to the County.
  - 4) The manhole rim and cover in its final position, shall be capable of withstanding H20 traffic loading; shall be constructed such that it does not rattle or have movement when hit by traffic; and be set flush with the finished pavement grade, when located in paved areas.

### 3.03 APPLICATION OF POLYURETHANE COATING

- A. The resin based coating system shall be applied over the entire interior of the manholes and stormwater structures in accordance with manufacturer's instructions and recommendations, with a minimum thickness of 1/4" for new construction and from 1/2" thick to 1" thick for rehab construction, as recommended by the coating manufacturer. Application shall be performed by a manufacturer certified applicator, as applicable. Appropriate protective equipment shall be used.
- B. When applied to highly deteriorated concrete, masonry, or brick surfaces lacking in interior mortar, a cementitious based concrete patching mix shall be used to create a smooth surface, with a minimum of 1/2" thickness at its thinnest point, prior to application of the urethane or epoxy coating.
- C. Coating system shall be thoroughly mixed and applied with a heated plural component spray system, cleaned and free of any build-up. Coating shall be applied by a trained technician certified by the manufacturer.
- D. The final application shall have a minimum of 2 hours cure time, or as otherwise recommended by the manufacturer, before being subjected to active sewage and/or storm water flows.
- E. Traffic shall not be allowed over manholes and structures for 6 hours after the coating application has been completed, or as otherwise recommended by the manufacturer.

### 3.04 TESTING AND INSPECTION

- A. After the coating application specified herein has been completed, the manholes and stormwater structures shall be subjected to visual inspection and third party testing.
- B. Visual inspections for water tightness, completeness of coating, and coating thickness shall be performed by the County and the Contractor. All observed visible leaks and defects in the

## EXHIBIT D

coating shall be repaired by the Contractor to the County's satisfaction. There shall be no visible infiltration.

- C. The Contractor shall provide coating thickness test apparatus as approved by the coating manufacturer, and shall test the coating thickness of each manhole and stormwater structure in the presence of the County.
- D. Third party testing will consist of holiday (spark) testing of the coating, and/or adhesion (bond) testing of the coating to the substrate per applicable ASTM testing methods, and shall meet the physical requirements listed in the technical specifications. Type and frequency of testing shall be determined by the County. Initial testing shall be scheduled and paid for by the County. The contractor shall repair any holiday found or damage to the coating resulting from adhesion testing at no additional expense to the County.
  - 1). Should the coating fail to meet initial test requirements, the contractor will be directed to perform additional testing at Contractor's expense. Failure of adhesion testing will require additional tests in the structure to determine the limits of the defective application. The contractor shall remove any defective coating and replace per manufacturer's specifications and requirements at no additional expense to the County.
- E. During the course of the warranty period, and prior to expiration of the warranty period, the new or rehabilitated manholes and stormwater structures may be visually inspected for water tightness and coating condition by the County. All observed visible leaks and defects in the coating shall be repaired and re-coated by the Contractor to the County's satisfaction, at no additional cost to the County. There shall be no visible infiltration or evidence of infiltration such as stains, etc., in order to be found acceptable.

END OF SECTION

**SECTION 11**  
**EPA STORMWATER MANAGEMENT**  
**GUIDANCE**  
**U.S. ENVIRONMENTAL PROTECTION**  
**AGENCY (EPA)**

**POLLUTION**  
**PREVENTION**  
**PLAN & PERMIT**  
**GUIDANCE**

**NATIONAL POLLUTANT DISCHARGE**  
**ELIMINATION SYSTEM (NPDES)**

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**A BRIEF GUIDE TO REQUIREMENTS FOR DEVELOPING AND IMPLEMENTING  
POLLUTION PREVENTION PLANS FOR CONSTRUCTION ACTIVITIES**

Storm water runoff is part of the natural hydrologic cycle. However, human activities, particularly urbanization, can alter natural drainage patterns and add pollutants to the rainwater and snowmelt that run off the earth's surface and enter our Nation's rivers, lakes, streams, and coastal waters. In fact, recent studies have shown that storm water runoff is a major source of pollutants impairing our sport and commercial fisheries, restricting swimming, and affecting the navigability of many of our nation's waters.

Recognizing the importance of this problem, Congress directed the U.S. Environmental Protection Agency (EPA) to develop a federal program under the Clean Water Act to regulate certain high priority storm water sources. The issuance of storm water discharge permits under the National Pollutant Discharge Elimination System (NPDES) is a major part of the Agency's efforts to restore and maintain the nation's water quality.

In October 2000, the EPA authorized the Florida Department of Environmental Protection (DEP) to implement the NPDES stormwater permitting program in the State of Florida (with the exception of Indian country lands). The program regulates point source discharges of stormwater runoff from certain construction sites and was developed by EPA in two phases: Phase I regulates "large" construction activity (disturbing 5 or more acres of total land area) and Phase II regulates "small" construction activity (disturbing between 1 and 5 acres of total land area).

The "operator" (i.e., the entity that owns or operates the project and has authority to ensure compliance) of regulated construction sites must obtain an NPDES stormwater permit and implement appropriate pollution prevention techniques to minimize erosion and sedimentation and properly manage stormwater. DEP adopted under Rule 62-621.300(4), F.A.C., the **Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)** (DEP Document 62-621.300(4)(a)) which is applicable to Phase I large construction and Phase II small construction. It is important to note that the permit required under DEP's NPDES Stormwater permitting program is separate from the Environmental Resource Permit (ERP) required under Part IV, Chapter 373, F.S., a stormwater discharge permit required under Chapter 62-25, F.A.C. or any local government's stormwater discharge permit for construction activity.

DEP's permitting program regulates construction activity that meets the following criteria:

- Contributes stormwater discharges to surface waters of the State or into a municipal separate storm sewer system (MS4).
- Disturbs one or more acres of land. Less than one acre also is included if the activity is part of a larger common plan of development or sale that will meet or exceed the one acre threshold. Disturbance includes clearing, grading and excavating.

The purpose of this document is to describe the steps that must be completed in order for a construction site to comply with the pollution prevention plan requirements contained in the CGP. A detailed manual on how to develop and implement your pollution prevention plan is available from the US EPA. The manual, *Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites*, dated May 2007, provides specific information and a listing of other references that you may find useful.

## EXHIBIT E

### SECTION 11

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You may request a copy of this manual from Public Works Mobility, Road Program Management, 1001 Sarasota Center Boulevard, Sarasota FL 34240, telephone 941-861-0876, or download a '.pdf' copy from <http://cfpub.epa.gov/npdes>, choose "2012 Construction General Permit" and then click on the link "SWPPP", then choose "Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites, dated May 2007".

It is important to note that permit requirements will vary from state to state and permit to permit; therefore, you should read your permit carefully. The requirements for Stormwater Pollution Prevention Plans are listed in Florida's NPDES Stormwater Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

Additional information on the NPDES Stormwater Program for Construction Activity, including instructions on how to obtain permit coverage, is available on-line at <http://www.dep.state.fl.us/water/stormwater/npdes/construction1.htm>.

# EXHIBIT E

State of Florida

Department of Environmental Protection

Generic Permit

For

Stormwater Discharge from Large and Small Construction Activities

February 2009

This permit is issued under the provisions of Section 403.0885, Florida Statutes, and applicable rules of the Florida Administrative Code pursuant to the Department's federally-approved National Pollutant Discharge Elimination System (NPDES) stormwater regulatory program. Stormwater discharge associated with large construction activity, as defined at 40 CFR Part 122.26(b)(14)(x) and herein, is regulated pursuant to Section 402(p)(2) of the federal Clean Water Act (CWA). Stormwater discharge associated with small construction activity, as defined at 40 CFR 122.26(b)(15) and herein, is regulated pursuant to Section 402(p)(6) of the CWA. This permit constitutes authorization to discharge stormwater associated with large and small construction activities to surface waters of the State, including through a Municipal Separate Storm Sewer System (MS4). Until this permit is terminated, modified, or revoked, permittees that have properly obtained coverage under this permit are authorized to discharge to surface waters of the State, including through an MS4, in accordance with the terms and conditions of this permit.

# EXHIBIT E

## Part I. General Provisions

### A. Applicability and Coverage

1. Federal law prohibits the point source discharge of pollutants, including the discharge of stormwater associated with large or small construction activities pursuant to 40 CFR Part 122 and as defined in Part II of this permit, to waters of the United States without a National Pollutant Discharge Elimination System (NPDES) permit. The State of Florida has authority to administer the NPDES stormwater program pursuant to Section 403.0885, F.S. Operators that have stormwater discharge associated with large or small construction activities to surface waters of the State, including through a Municipal Separate Storm Sewer System (MS4), must obtain coverage either under a generic permit issued pursuant to Chapter 62-621, F.A.C., or an individual permit issued pursuant to Chapter 62-620, F.A.C.

2. Coverage under this generic permit is available for stormwater discharges from large and small construction activities to surface waters of the State as defined in Section 403.031, F.S., including stormwater discharges associated with construction activity to surface waters of the State through an MS4.

3. This generic permit does not constitute authorization under Part IV of Chapter 373, F.S., for the construction, alteration, operation, maintenance, abandonment, or removal of any stormwater management system, dam, impoundment, reservoir, or appurtenant work or works, including dredging or filling in, on or over wetlands and other surface waters, as determined by the methodology authorized in Subsection 373.421(1), F.S.

4. This generic permit authorizes the discharge of stormwater associated with construction activity under the State's federally-approved NPDES stormwater program only and does not supersede the requirement to obtain a stormwater discharge authorization pursuant to an environmental resource permit (ERP) under Part IV, Chapter 373, F.S.; an environmental resource permit from a Department-approved delegated local government; or any other required federal, state, or local government permit.

### B. Eligibility

1. This permit authorizes the discharge of stormwater associated with large and small construction activity, as defined in Part II of this permit, occurring after the effective date of this permit.

2. This permit authorizes stormwater discharge associated with construction activity that is mixed with stormwater discharges associated with industrial activity other than construction, where:

a. the industrial source other than construction is located on the same site as the construction activity;

b. stormwater discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and

c. stormwater discharges associated with industrial activity from the areas of the site where industrial activity other than construction are occurring are in compliance with the terms of a different generic permit (e.g., Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity) or individual permit authorizing such discharges.

3. Limitations on Coverage. The following stormwater discharges from construction sites are not authorized by this permit:

a. stormwater discharges that originate from the site after construction activities have been completed and the site has undergone final stabilization;

## EXHIBIT E

- b. discharges that are mixed with sources of non-stormwater, other than discharges identified in Part IV.A.3. of this permit;
- c. stormwater discharge associated with construction activity that is covered under an existing generic or individual permit. Such discharges may be authorized under this permit after the existing individual permit or generic permit term of coverage expires, provided the existing permit did not establish numeric limitations for such discharges; or
- d. stormwater discharge associated with construction activity that the Department has determined to be or may reasonably be expected to be causing or contributing to a violation of a surface water quality standard.

### C. Obtaining Authorization

1. In order for stormwater discharge associated with construction activity to be authorized under this generic permit, an operator must:
  - a. Meet the eligibility requirements in Part I.B. of this permit;
  - b. Develop and implement a stormwater pollution prevention plan (SWPPP) in accordance with the requirements of Part V of this permit; and
  - c. Submit a completed Notice of Intent (NOI) in accordance with the requirements of Part III of this permit, including submittal of the appropriate processing fee as established in paragraph 62-4.050(4)(d), F.A.C.
2. The Department may deny coverage under this permit or require submittal of a revised NOI based on the Department's determination that the NOI is incomplete, the permit fee has not been paid, or the submittal otherwise is not in accordance with the requirements of this generic permit.

### Part II. Definitions

For the purposes of this generic permit, the following definitions shall apply, unless otherwise indicated:

1. "Best Management Practices" or "BMPs" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of surface waters. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
2. "Construction Activity" means the act or process of developing or improving land which involves the disturbance of soils and includes clearing, grading, and excavation.
3. "Commencement of Construction" means the initial disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.
4. "Department" or "DEP" means the Florida Department of Environmental Protection.
5. "Final Stabilization" means that all soil disturbing activities at the site have been completed, and that a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% for all unpaved areas and areas not covered by permanent structures has been established or equivalent permanent stabilization measures (e.g., geotextiles) have been employed.
6. "Large Construction Activity" means construction activity that results in the disturbance of five (5) or more acres of total land area. Large construction activity also includes the disturbance of less than five acres of total land area that is part of a larger common plan of development or sale that will ultimately disturb five acres or more.

## EXHIBIT E

7. "Municipal Separate Storm Sewer System" or "MS4" means a large, medium, or small MS4 as defined in Chapter 62-624, F.A.C.

8. "NOI" means notice of intent to be covered by this permit (see Part III of this permit).

9. "NOT" means notice of termination (see Part VIII of this permit).

10. "NPDES" means the Department's federally-approved National Pollutant Discharge Elimination System program.

11. "Operator" means the person, firm, contractor, public organization or other legal entity that owns or operates the construction activity and that has authority to control those activities at the project necessary to ensure compliance with the terms and conditions of this permit.

12. "Qualified Inspector" means a person that:

a. has successfully completed and met all requirements necessary to be fully certified through the DEP Stormwater Erosion and Sedimentation Control Inspector Training Program;

b. has successfully completed an equivalent formal training program; or

c. is qualified by other training or practical experience in the field of stormwater pollution prevention and erosion and sedimentation control.

13. "Small Construction Activity" means construction activity that results in the disturbance of equal to or greater than one (1) acre and less than five (5) acres of total land area. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than one acre and less than five acres.

14. "Stormwater" means the flow of water which results from, and which occurs immediately following, a rainfall event.

15. "Stormwater discharge associated with construction activity" means the discharge of stormwater from large or small construction activities, including areas where soil disturbing activities, construction materials handling or storage, equipment storage or maintenance are located.

16. "Surface Waters of the State" means those surface waters that are defined in section 403.031, F.S.

17. "Water Management District" or "WMD" means the Northwest Florida Water Management District, the Suwannee River Water Management District, the St. Johns River Water Management District, the Southwest Florida Water Management District or the South Florida Water Management District.

### Part III. Notice of Intent Requirements

#### A. Deadlines for Notification.

1. Operators seeking coverage under this generic permit to authorize stormwater discharge associated with construction activity for new large or small construction activities, for which commencement of construction begins after the effective date of this permit, shall file an NOI for coverage under this permit at least two (2) days before commencement of construction.

2. For construction activities where the operator changes, the new operator shall file an NOI for coverage under this permit at least two (2) days before assuming control of the project and the previous operator shall file an NOT to terminate permit coverage in accordance with Part VIII of this permit.

#### B. Contents of Notice of Intent.

## EXHIBIT E

1. In order to obtain coverage under this permit, the operator of the construction activity having an associated stormwater discharge shall submit a completed Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), including the applicable permit processing fee as specified in paragraph 62-621.300(4)(d), F.A.C. By completing, signing, and submitting an NOI, the operator is certifying that they meet all eligibility requirements of this permit and are informing the Department of their intent to be covered by, and comply with, the terms and conditions of this generic permit. The Notice of Intent shall be signed in accordance with Part VII.C. of this permit by the operator.

### C. Where to Submit.

1. NOIs shall be submitted either electronically or by paper copy.
  - a. The Department encourages the electronic submission of NOIs through the NPDES Stormwater Program's electronic permitting application available at <http://www.dep.state.fl.us/water/stormwater/npdes/>.
  - b. If the operator chooses to submit the NOI by paper copy, the NOI shall be submitted to the following address:

NPDES Stormwater Notices Center, MS# 2510  
Florida Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

2. A copy of the NOI or letter from DEP confirming coverage under this generic permit shall be posted at the construction site in a prominent place for public viewing (such as alongside a building permit).

### D. Additional Notification.

1. Projects that discharge stormwater associated with construction activity to a municipal separate stormwater system (MS4) shall submit a copy of the NOI to the operator of the MS4.

### E. Period of Coverage.

1. Coverage under this generic permit is effective two (2) days after the date of submittal of a complete NOI to the Department.
2. Coverage under this generic permit is limited to a term not to exceed five years from the effective date of coverage.

### F. Permit Coverage Renewal.

1. If the project will continue to have stormwater discharge associated with construction activity beyond the initial five year term of coverage, the operator shall submit a new NOI at least two (2) days before expiration of the current term of coverage under this permit.

## Part IV. Special Conditions, Management Practices and Other Non-numeric Limitations

### A. Prohibition of Non-Stormwater Discharges.

## EXHIBIT E

1. Except as provided in paragraphs I.B.2. and IV.A.3., all discharges covered by this permit shall be composed entirely of stormwater associated with construction activity.
2. Except as specified in IV.A.3. below, discharges of material other than stormwater associated with construction activity must be in compliance with a Department permit (other than this permit) issued for the discharge, or be exempt therefrom.
3. The following non-stormwater discharges are authorized by this permit provided the non-stormwater component of the discharge is in compliance with paragraph V.D.5.: discharges from fire fighting activities; fire hydrant flushings; waters used to spray off loose solids from vehicles (wastewaters from a more thorough cleaning, including the use of detergents or other cleaners is not authorized by this part) or control dust in accordance with Part V.D.2.c.(2); potable water sources including waterline flushings; irrigation drainage; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; and foundation or footing drains where flows are not contaminated with process materials such as solvents.
4. Discharges resulting from ground water dewatering activities at construction sites are not covered by this permit. Applicants for these discharges must obtain coverage under the Department's Generic Permit for the Discharge of Produced Ground Water from any Non-contaminated Site Activity pursuant to subsection 62-621.300(2), F.A.C.

### B. Releases in Excess of Reportable Quantities.

1. The discharge of hazardous substances or oil in the stormwater discharge(s) from a facility or activity shall be prevented or minimized in accordance with the applicable stormwater pollution prevention plan for the facility or activity. This permit does not relieve the operator of the reporting requirements of 40 CFR part 117 and 40 CFR part 302. Where a release containing a hazardous substance in an amount equal to or in excess of a reporting quantity established under either 40 CFR 117 or 40 CFR 302, occurs during a 24 hour period:
  - a. The operator is required to notify the State Warning Point (800-320-0519 or 850-413-9911) as soon as he or she has knowledge of the discharge;
  - b. The operator shall submit, within 14 calendar days of knowledge of the release, a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and remedial steps to be taken, to the Florida Department of Environmental Protection, NPDES Stormwater Section, Mail Station 2500, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400; and
  - c. The stormwater pollution prevention plan required under Part V of this permit must be modified within 14 calendar days of knowledge of the release to: provide a description of the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the recurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.
2. This permit does not authorize the discharge of hazardous substances or oil resulting from an on-site spill.

### Part V. Stormwater Pollution Prevention Plan

A. A stormwater pollution prevention plan shall be developed and implemented for each construction site covered by this permit. Stormwater pollution prevention plans shall be prepared in accordance with good engineering practices. Equivalent erosion and sediment control plans prepared as an

## EXHIBIT E

environmental resource permit requirement under Part IV, Chapter 373, F.S., may serve as the pollution prevention plan provided all of the elements of this section are included in such an alternative plan. The plan shall identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharge associated with construction activity. In addition, the plan shall describe and ensure the implementation of best management practices which will be used to reduce the pollutants in stormwater discharge associated with construction activity and to assure compliance with the terms and conditions of this permit. Facilities must implement the provisions of the stormwater pollution prevention plan required under this part as a condition of this permit. Failure to develop and implement a stormwater pollution prevention plan in accordance with the requirements of this part shall be deemed a violation of this permit and the permittee shall be subject to enforcement action.

### B. Deadlines for Plan Preparation and Compliance.

#### 1. The pollution prevention plan shall:

- a. Be completed (including certification by the operator in accordance with Part VII.C.) prior to the submittal of an NOI to be covered under this permit and updated as appropriate;
- b. The plan shall provide for compliance with the terms and schedule of the plan beginning with the initiation of construction activities.

### C. Keeping Plans Current.

1. The permittee shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to surface waters of the State or an MS4, including the addition of or change in location of stormwater discharge points, and which has not otherwise been addressed in the plan. The permittee also shall amend the plan if it proves to be ineffective in eliminating or significantly minimizing pollutants from sources identified under Part V.D.1. of this permit, or in otherwise achieving the general objectives of controlling pollutants in stormwater discharge associated with construction activity. In addition, the plan shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the stormwater pollution prevention plan (see Part V.D.6.). Amendments to the plan shall be prepared, signed, dated and kept as attachments to the original plan.

### D. Contents of Plan.

1. Site Description. Each plan shall provide a description of pollutant sources and other information as indicated:

- a. A description of the nature of the construction activity;
- b. A description of the intended sequence of major activities which disturb soils for major portions of the site (e.g., grubbing, excavation, grading);
- c. Estimates of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading, or other construction activities;
- d. Existing data describing the soil or the quality of any discharge from the site and an estimate of the size of the drainage area for each discharge point;
- e. A site map indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of soil disturbance, an outline of areas which may not be disturbed, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters, wetlands and locations where stormwater is discharged to a surface water or MS4; and

## EXHIBIT E

f. The latitude and longitude of each discharge point and the name of the receiving water(s) for each discharge point.

2. Controls. Each plan shall include a description of appropriate controls, BMPs and measures that will be implemented at the construction site. The plan shall clearly describe for each major activity identified in Part V.D.1.b. appropriate control measures and the timing during the construction process that the measures will be implemented. For example, perimeter controls for one portion of the site will be installed after the clearing and grubbing necessary for installation of the measure, but before the clearing and grubbing for the remaining portions of the site. Perimeter controls shall be actively maintained until final stabilization of those portions of the site upward of the perimeter control. Temporary perimeter controls shall be removed after final stabilization. All controls shall be consistent with the performance standards for erosion and sediment control and stormwater treatment as set forth in Rule 62-40.432, F.A.C., the applicable environmental resource permitting requirements of the DEP or appropriate WMD relating to performance standards for erosion and sediment control and stormwater treatment and the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, FDEP (2007), incorporated by reference in Rule 62-621.300(4)(a), F.A.C., and available on the Department's website at <http://www.dep.state.fl.us/water/stormwater/npdes>.

a. Erosion and Sediment Controls.

(1) Stabilization Practices. Each plan shall provide a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation and other appropriate measures. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site and when stabilization measures are initiated shall be included in the plan. Stabilization measures shall be initiated as soon as practicable, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased.

(2) Structural Practices. Each plan shall include a description of structural practices to divert flows from exposed soils, store flows, retain sediment on-site or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins. Structural BMPs shall be placed on upland soils unless a State of Florida wetland resource management permit or environmental resource permit issued pursuant to Chapter 373, F.S., and applicable regulations of the DEP or WMD authorize otherwise.

(3) Sediment Basins.

(a) For drainage basins with 10 or more disturbed acres at one time, a temporary (or permanent) sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent control measures, shall be provided where attainable until final stabilization of the site. The 3,600 cubic feet of storage area per acre drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin. For drainage basins with 10 or more disturbed acres at one time and where a temporary sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent controls is not attainable, a combination of smaller sediment basins and/or sediment traps and other BMPs should be used. At a minimum, silt fences or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area.

## EXHIBIT E

(b) For drainage basins of less than 10 acres, sediment basins and/or sediment traps are recommended but not required. At a minimum, silt fences or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area.

(c) Areas that will be used for permanent stormwater infiltration treatment (e.g., stormwater retention ponds) should not be used for temporary sediment basins unless appropriate measures are taken to assure removal of accumulated fine sediments, which may cause premature clogging and loss of infiltration capacity, and to avoid excessive compaction of soils by construction machinery or equipment.

b. Permanent Stormwater Management Controls.

Each plan shall include a description of stormwater management controls or BMPs (e.g., stormwater detention or retention systems, vegetated swales, velocity dissipation devices at discharge points) that will be installed during the construction process to control pollutants in stormwater discharges that will occur during construction and after construction operations have been completed. This generic permit only addresses the installation of stormwater management controls and not the ultimate operation and maintenance of such controls after the construction activities have been completed and the site has undergone final stabilization. Under this generic permit, permittees are only responsible for the installation and maintenance of stormwater management BMPs prior to final stabilization of the site, and are not responsible for maintenance after stormwater discharges associated with construction activity have been eliminated from the site. However, all stormwater management systems and BMPs shall be operated and maintained in perpetuity after final stabilization in accordance with requirements set forth in the State of Florida environmental resource permit issued under Part IV, Chapter 373, F.S.

c. Controls for Other Potential Pollutants.

(1) Waste Disposal. The plan shall assure that waste, such as discarded building materials, chemicals, litter and sanitary waste are properly controlled in accordance with all applicable state, local and federal regulations. This permit does not authorize the discharge of solid materials, including building materials, to surface waters of the State or an MS4.

(2) The plan shall assure that off-site vehicle tracking of sediments and the generation of dust is minimized.

(3) The plan shall be consistent with applicable State and local waste disposal, sanitary sewer or septic system regulations.

(4) The plan shall address the proper application rates and methods for the use of fertilizers, herbicides and pesticides at the construction site and set forth how these procedures will be implemented and enforced. Nutrients shall be applied only at rates necessary to establish and maintain vegetation.

(5) The plan shall ensure that the application, generation and migration of toxic substances are limited and that toxic materials are properly stored and disposed.

3. Maintenance. The plan shall include a description of procedures that will be followed to ensure the timely maintenance of vegetation, erosion and sediment controls, stormwater management practices and other protective measures and BMPs so they will remain in good and effective operating condition.

4. Inspections. At least once every seven calendar days and within 24 hours of the end of a storm that is 0.50 inches or greater, a qualified inspector (provided by the operator) shall inspect all points of discharge into surface waters of the State or an MS4; disturbed areas of the construction site that have not been finally stabilized; areas used for storage of materials that are exposed to precipitation; structural controls; and locations where vehicles enter or exit the site as follows:

a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the stormwater system. The stormwater management system and erosion and sediment control measures identified in the plan

## EXHIBIT E

shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion and sediment control and stormwater treatment measures are effective in preventing or minimizing the discharge of pollutants, including retaining sediment onsite pursuant to Rule 62-40.432, F.A.C. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

b. Based on the results of the inspection, all maintenance operations needed to assure proper operation of all controls, BMPs, practices or measures identified in the stormwater pollution prevention plan shall be done in a timely manner, but in no case later than 7 calendar days following the inspection. If needed, pollution prevention controls, BMPs and measures identified in the plan shall be revised as appropriate, but in no case later than 7 calendar days following the inspection. Such modifications shall provide for timely implementation of any changes to the plan within 7 calendar days following the inspection.

c. A report summarizing the scope of the inspection; name(s) and qualifications of personnel making the inspection; the date(s) of the inspection; rainfall data; major observations relating to the implementation of the stormwater pollution prevention plan; and actions taken in accordance with paragraph V.D.4.b. of this permit, shall be made and retained, in accordance with Part VI of this permit, as part of the stormwater pollution prevention plan. Such reports shall identify any incidents of non-compliance. Where a report does not identify any incidents of non-compliance, the report shall contain a certification that the facility is in compliance with the stormwater pollution prevention plan and this permit. The report shall be signed in accordance with Part VII.C. of this permit.

5. Non-Stormwater Discharges. Except for flows from fire fighting activities, sources of non-stormwater listed in Part IV.A.3. of this permit that are combined with stormwater discharges associated with construction activity must be identified in the plan. The plan shall identify and ensure the implementation of appropriate pollution prevention and treatment measures for the non-stormwater component(s) of the discharge.

6. Contractor/Subcontractor Certification.

a. The stormwater pollution prevention plan must clearly identify, for each measure identified in the plan, the contractor(s) and/or subcontractor(s) that will implement the measure. All contractors and subcontractors identified in the plan must sign a copy of the certification statement in Part V.D.6.b. of this permit. All certifications must be included in the stormwater pollution prevention plan.

b. Certification Statement for Contractors/Subcontractors. All contractors and subcontractors identified in a stormwater pollution prevention plan in accordance with Part V.D.6.a. of this permit shall sign a copy of the following certification statement before conducting any activities at the site:

"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."

The certification must include the name and title of the person providing the signature in accordance with Part VII.C. of this permit; the name, address and telephone number of the contracting firm; and the date the certification is made.

### Part VI. Retention of Records

A. The permittee shall retain copies of stormwater pollution prevention plans and all reports required by this permit, and records of all data used to complete the Notice of Intent to be covered by this permit, for a period of at least three years from the date that the site is finally stabilized.

## EXHIBIT E

B. The permittee shall retain a copy of the stormwater pollution prevention plan and all reports, records and documentation required by this permit at the construction site, or an appropriate alternative location as specified in the NOI, from the date of project initiation to the date of final stabilization.

### Part VII. Standard Permit Conditions

A. Any permit noncompliance constitutes a violation of Section 403.161, F. S. and is grounds for enforcement action; for permit coverage termination, or revocation; or for denial of permit coverage renewal.

B. All of the general conditions listed in Rule 62-621.250, F.A.C., are adopted herein by reference.

C. Signatory Requirements.

1. All Notices of Intent, Notices of Termination, stormwater pollution prevention plans, reports, certifications or information either submitted to the Department or the operator of a municipal separate storm sewer system, or that this permit requires be maintained by the permittee, shall be signed as set forth in Rule 62-620.305, F.A.C.

2. Inspection reports prepared pursuant to Part V.D.4.c. of this permit shall be signed by the qualified inspector that prepared them as well as by a responsible authority for the operator as specified in Part VII.C.1. above.

3. Any person signing documents under this permit, except contractor/subcontractor certifications under Part V.D.6., shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

### Part VIII. Termination of Coverage

A. Notice of Termination.

1. Where a site has been finally stabilized (see Part II for the definition of final stabilization) and all stormwater discharges authorized by this permit are eliminated, the permittee shall submit a completed Notice of Termination (DEP Form 62-621.300(6)), signed in accordance with Part VII.C. of this permit, within 14 days of final stabilization of the site to terminate coverage under this permit.

2. Elimination of stormwater discharges associated with construction activity means that all disturbed soils at the site have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time, or that all stormwater discharges associated with construction activity from the site that are authorized by this generic permit have otherwise been eliminated.

## EXHIBIT E

3. For construction activities where the operator changes, the existing operator shall file an NOT in accordance with this Part within 14 days of relinquishing control of the project to a new operator.

### B. Where to Submit.

1. A permittee shall submit a Notice of Termination either electronically or by paper copy.
  - a. The Department encourages the electronic submission of NOTs through the NPDES Stormwater Program's electronic permitting application available at <http://www.dep.state.fl.us/water/stormwater/npdes/>.
  - b. If the operator chooses to submit the NOT by paper copy, the NOT shall be submitted to the following address:

NPDES Stormwater Notices Center, MS# 2510  
Florida Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

2. Projects that discharged stormwater associated with construction activity to a municipal separate storm sewer system (MS4) shall submit a copy of the NOT to the operator of the MS4.

**EXHIBIT E**



**NOTICE OF INTENT  
TO USE  
GENERIC PERMIT FOR STORMWATER  
DISCHARGE FROM LARGE AND SMALL  
CONSTRUCTION ACTIVITIES  
(RULE 62-621.300(4), F.A.C.)**

This Notice of Intent (NOI) form is to be completed and submitted to the Department before use of the Generic Permit for Stormwater Discharge From Large and Small Construction Activities provided in subsection 62-621.300(4), F.A.C. The type of project or activity that qualifies for use of the generic permit, the conditions of the permit and additional requirements to request coverage are specified in the generic permit document [DEP Document 62-621.300(4)(a)]. **The appropriate generic permit fee, as specified in paragraph 62-4.050(4)(d), F.A.C., shall be submitted with this NOI in order to obtain permit coverage. Permit coverage will not be granted without submittal of the appropriate generic permit fee.** You should familiarize yourself with the generic permit document and the attached instructions before completing this NOI form. **Please print or type information in the appropriate areas below.**

**I. IDENTIFICATION NUMBER:** Project ID: \_\_\_\_\_

**II. APPLICANT INFORMATION:**

A. Operator Name:		B. Operator Status:	
C. Address:			
D. City:	E. State:	F. Zip Code:	
G. Responsible Authority:			
H. Responsible Authority's Phone No.:			
I. Responsible Authority's Fax No.:			
J. Responsible Authority's E-mail Address:			

**III. PROJECT/SITE LOCATION INFORMATION:**

A. Project Name:		
B. Project Address/Location:		
C. City:	D. State:	E. Zip Code:
F. County:	G. Latitude:    °    '    "	Longitude:    °    '    "
H. Is the site located on Indian Country Lands? <input type="checkbox"/> Yes <input type="checkbox"/> No		I. Water Management District:

# EXHIBIT E

J. Project Contact:
K. Project Contact's Phone No.:
L. Project Contact's Fax No.:
M. Project Contact's E-mail Address:

## IV. PROJECT/SITE ACTIVITY INFORMATION:

A. Indicate whether the project is Large or Small Construction (check only one):	<input type="checkbox"/> Large Construction (Project will disturb five or more acres of land.)		
	<input type="checkbox"/> Small Construction (Project will disturb one or more acres but less than five acres of land.)		
B. Approximate total area of land disturbance from commencement through completion of construction: _____ acres			
C. SWPPP Location:	<input type="checkbox"/> Address in Part II above	<input type="checkbox"/> Address in Part III above	<input type="checkbox"/> Other address (specify below)
D. SWPPP Address:			
E. City:	F. State:	G. Zip Code:	
H. Construction Period:	Start Date:	Completion Date:	

## V. DISCHARGE INFORMATION:

A. MS4 Operator Name (if applicable):
B. Receiving Water Name:

## VI. CERTIFICATION<sup>1</sup>:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Responsible Authority Name and Official Title (Type or Print):
--

Responsible Authority Signature: \_\_\_\_\_

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

<sup>1</sup> Signatory requirements are contained in Rule 62-620.305, F.A.C.

# EXHIBIT E

## INSTRUCTIONS – DEP FORM 62-621.300(4)(b) NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES

### Who Must File an NOI?:

Federal law at 40 CFR Part 122 prohibits the point source discharge of pollutants, including the discharge of stormwater associated with large construction activities as defined at 40 CFR 122.26(b)(14)(x) or small construction activities as defined at 40 CFR 122.26(b)(15), to waters of the United States without a National Pollutant Discharge Elimination System (NPDES) permit. Under the State of Florida's authority to administer the NPDES stormwater program at 403.0885, F.S., operators that have stormwater discharge associated with large or small construction activities to surface waters of the State, including through a Municipal Separate Storm Sewer System (MS4), must obtain coverage either under a generic permit issued pursuant to Chapter 62-621, F.A.C., or an individual permit issued pursuant to Chapter 62-620, F.A.C.

### Where to File NOI:

The Department encourages the electronic submission of NOIs using the Department's Interactive Notice of Intent (iNOI) available at <http://www.dep.state.fl.us/water/stormwater/npdes/>. As an alternative, NOIs may be submitted by paper copy to the following address:

NPDES Stormwater Notices Center, MS #2510  
Florida Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

### Permit Fee:

Permit fees for large and small construction activities to be covered under the generic permit are specified in paragraph 62-4.050(4)(d), F.A.C. The appropriate generic permit fee (either for large or small construction activities) must be submitted along with the completed NOI in order to obtain coverage under the generic permit. **Generic permit coverage will not be granted without payment of the appropriate permit fee.**

If the NOI is submitted electronically, the permit fee shall be paid on-line by credit card. If the NOI is submitted using a paper copy, the permit fee shall be paid by either check or money order made payable to: "Florida Department of Environmental Protection".

### Part I – Identification Number:

Enter the project's DEP identification number (generic permit coverage number) if known. If an ID number has not yet been assigned to this project (i.e., if this is a new project), leave this item blank.

### Part II – Applicant Information:

**Item A.:** Provide the legal name of the person, firm, contractor, public organization or other legal entity that owns or operates the construction activity described in this NOI. The operator is the legal entity that has authority to control those activities at the project necessary to ensure compliance with the terms and conditions of the generic permit.

**Item B.:** Enter the appropriate one letter code from the list below to indicate the legal status of the operator:

F = Federal; S = State; P = Private; M = Public (other than federal or state); O = Other

**Items C. – F.:** Provide the complete mailing address of the operator, including city, state and zip code.

## EXHIBIT E

**Items G. – J.:** Provide the name, telephone and fax number (including area code) and E-mail address of the person authorized to submit this NOI on behalf of the operator (e.g., Jane Smith, President of Smith Construction Company on behalf of the operator, Smith Construction Company; John Doe, Public Works Director on behalf of the operator, City of Townsville; etc.). This should be the same person as indicated in the certification in Part VI.

### Part III – Project/Site Location Information:

**Items A. – E.:** Enter the official or legal name and complete street address, including city, state and zip code of the project. Do not provide a P.O. Box number as the street address. If it lacks a street address, describe the project site location (e.g., intersection of State Road I and Smith Street).

**Item F.:** Enter the county in which the project is located.

**Item G.:** Enter the latitude and longitude, in **degrees-minutes-seconds format**, of the approximate center of the project.

**Item H.:** Indicate whether the project is located on Indian Country Lands.

**Item I.:** Enter the appropriate five or six letter code from the list below to indicate the Water Management District the project is located within:

NFWWMD = Northwest Florida Water Management District  
SRWMD = Suwannee River Water Management District  
SFWMD = South Florida Water Management District  
SWFWMD = Southwest Florida Water Management District  
SJRWMD = St. John's River Water Management District

**Items J. – M.:** Give the name, telephone and fax number (including area code) and E-mail address of the project contact person. The project contact is the person who is thoroughly familiar with the project, the facts reported in this NOI and who can be contacted by the Department if necessary.

### Part IV – Project/Site Activity Information:

**Item A.:** Check the appropriate box to indicate whether the project involves large construction activity or small construction activity. **Check one box only.**

“Large Construction Activity” means construction activity that results in the disturbance of five (5) or more acres of total land area. Large construction activity also includes the disturbance of less than five acres of total land area that is part of a larger common plan of development or that will ultimately disturb five acres or more.

“Small Construction Activity” means construction activity that results in the disturbance of equal to or greater than one (1) acre and less than five (5) acres of total land area. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than one acre and less than five acres.

**Item B.:** Provide the approximate total area of land disturbance, in acres, that the project will involve from commencement of construction through completion.

**Items C. - G.:** Indicate the location where the Stormwater Pollution Prevention Plan (SWPPP) can be viewed. Provide the address where the SWPPP can be viewed if other than as provided in Parts II or III of the NOI. **Note that to be eligible for coverage under the generic permit, the SWPPP must have been prepared prior to filing this NOI.**

**Item H.:** Enter the estimated construction start and completion dates in the MM/DD/YY format.

## EXHIBIT E

### Part V – Discharge Information:

To be covered under a CGP, the facility must have the potential to discharge stormwater associated with construction activity to a MS4, a surface water body or both. NOIs submitted without discharge information cannot be processed.

**Item A:** If stormwater from the project discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., City of Tallahassee MS4, Orange County MS4, FDOT District 5 MS4, etc.). If stormwater from the project does not discharge to an MS4 but to surface waters of the State, leave this item blank or indicate "N/A" and skip to Item B. of this part. **Please note that if the project discharges stormwater to an MS4, you must provide the MS4 operator with a copy of the completed NOI.**

**Item B:** If the project discharges stormwater to surface waters of the State, and not to an MS4, enter the name of the receiving water body to which the stormwater is discharged. Please provide the first named water body to which the stormwater from the project is discharged (e.g., Cypress Creek, Tampa Bay, unnamed ditch to St. Johns River, Tate's Hell Swamp, etc.).

In certain cases, stormwater from the project will discharge to both an MS4 and surface waters of the State. In this case, complete both Item A. and Item B.

### Part VI – Certification:

Type or print the name and official title of the Responsible Authority signing the certification. Please note that this must be the same person indicated in Item II.G. as the Responsible Authority. Sign and date the certification.

Section 403.161, F.S., provides severe penalties for submitting false information on this application (NOI) or any reports or records required by a permit. There are both civil and criminal penalties, in addition to the revocation of permit coverage for submitting false information.

Rule 62-620.305, F.A.C., requires that the NOI and any reports required by the permit be signed as follows:

- A. For a corporation, by a responsible corporate officer as described in Rule 62-620.305, F.A.C.;
- B. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or
- C. For a municipality, state, federal or other public facility, by a principal executive officer or elected official.

## **EXHIBIT F INSURANCE REQUIREMENTS**

For purposes of this Exhibit F, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

### **CONTRACTOR'S INSURANCE**

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

Insurance requirements itemized in this contract and required of the Contractor shall extend to all sub-contractors to cover their operations performed under this contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with 5 day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

**EXHIBIT F  
INSURANCE REQUIREMENTS**

- A. WORKERS' COMPENSATION:** Contractor agrees to maintain Workers' Compensation insurance on in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

- B. COMMERCIAL GENERAL LIABILITY:** Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate covering all work performed under this contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

- C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- D. UMBRELLA/EXCESS LIABILITY:** Contractor agrees to maintain Umbrella or Excess Liability with limits not less than \$2,000,000 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.



1306 Banana Road, Lakeland, Florida 33810

Local Phone • 863-859-3889

Toll Free • 800-329-3889

February 6, 2020

EXHIBIT "2"

Mr. Richard Fasano  
City of Winter Garden  
880 West Bay Street  
Winter Garden, FL 34787

\*BUDGETARY PROPOSAL\*

**Project:** City of Winter Garden, FL – 9<sup>th</sup> street manholes (2) to be repaired with MONOFORM Pour Through Method and lined with the SprayWall Protective Lining System.

**Scope of Work:** Per City of Winter Garden Specifications:

- Mobilize competent crews and capable equipment to the City of Winter Garden, FL project sites.
- Rebuild the structures utilizing the Monoform technology to rehabilitate the structures.
- A curing time frame will be necessary for the rehabilitated structures-28 days minimum before application of Spraywall can be applied.
- Spray apply a maximum of 250 mils. SprayWall Polyurethane protective coating to all exposed concrete restored surfaces.
- A visual inspect and electronic holiday detection will be performed on the SprayWall Polyurethane coating to insure a monolith pinhole free coating.
- Approximately 6-8 working days (split between phases) is required to complete the project, is required.

**Inclusions:** Monoform production crew & mobilization / Sprayroq certified equipment and ESS/Subcontractor OSHA confined space certified crew members. F.D.O.T / single lane closure per current FDOT index(s) as required.

**Exclusions:** Project permitting, any dewatering, bonding and flow bypass pumping of any wastewater.

**Notes:** Hydro-Klean, a subcontractor will provide all labor, equipment and material to restore two (2) 5' diameter failing fiberglass manholes via installation of a fully structural concrete liner. Liner installation shall include the pour-through method and will not require casting removals or other demolitions. Bench and inverts will be repaired or rebuilt as needed to provide smooth flow-lines from inlet piping to outlet piping for the proper hydraulic conveyance. All active inside drops or force main connections will be internally bypassed during concrete liner application. The cost of crew & equipment mobilization includes all travel time, fuel and per-diems. Traffic control is included. Variations in the work scope will require execution of a change order. During the Spraywall lining portion the bypassing isn't included, we will spray bench down to the waterline of the trough.

Page 2 of 3 - City of Winter Garden, FL – 9th street manholes (2) to be repaired with MONOFORM Pour Through Method and lined with the Spraywall Protective Lining System.

Item	Structure	Depth VF	Proposed Price
1	#1 Cypress and 9 <sup>th</sup> street	15.5	\$ 36,213.00
2	#2 801 South 9 <sup>th</sup> street	15.0	\$ 29,629.00

<b>Proposal</b>	<b>\$ 65,842.00</b>
<b>Contingency 5.00%</b>	<b>\$ 3,292.10</b>
<b>Total Budgetary Price</b>	<b>\$ 69,134.10</b>

*\*Budgetary Pricing structure is based on the Sarasota County Contract #153107CS -Manholes, Wet wells and Stormwater Structure Rehabilitation. See individual manhole work sheet attached.*

Respectfully Submitted,

*Michael Desvernine*

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Work Authorization / Date

Michael Desvernine  
Project Manager  
(407) 701-9545

**Page 3 of 3 - City of Winter Garden, FL – 9th street manholes (2) to be repaired with MONOFORM Pour Through Method and lined with the Spraywall Protective Lining System.**

It is mutually understood that in undertaking to correct/repair conditions present, other conditions that were hidden may become known. Such consequences will be beyond ESS's control, and ESS assumes no responsibility for such consequences. ESS will however, use its best skills and experience to avoid or minimize them. The owner assumes responsibility for any hazardous waste uncovered at this site.

1. The *buyer* has furnished pre-bid information used in planning the work covered in this proposal to ESS, and ESS assumes no responsibility for its accuracy. If the conditions are not in accordance with the information furnished to ESS by the *buyer* or others, the recommended procedures and scope of work in this proposal may not apply. The *buyer* will reimburse any additional expenses incurred by ESS as a result of this difference to ESS.
2. Any items of work not specifically included in this proposal shall not be the responsibility of ESS. Any alteration or deviation from the attached or referenced specifications, involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.
3. It is mutually agreed that ESS shall retain all rights conferred upon it by the lien statutes of any State, Federal, or Territorial Government and will exercise lien rights if necessary. If ESS is not paid when required by this contract, interest of 1.5% will be charged per month. If the delinquent amount is referred to an attorney for collection, the buyer will pay all costs of collection including reasonable attorney fees and court costs. Should any legal action be required as a result of this contract, venue for such action shall be Polk County, Florida.
4. Our proposal is based on carrying out the work in a continuous manner during regular working hours. Should our work be delayed or interrupted for any reason beyond our control we will be compensated for standby of the crew and equipment.
5. If conditions beyond ESS's control make it impossible for us to render performance as specified, and buyer elects to terminate the contract, ESS will be entitled to a cancellation charge for any job set-up, in addition to reimbursement in full for all of ESS's costs (including labor, materials, and overhead), plus reasonable profit for all work performed to date of written notification by the buyer.
6. By executing this contract, owner agrees that all vendor requirements, including but not limited to pre-qualification, insurance, W-9, etc., have been adequately met.

\_\_\_\_\_ Initials

**EXHIBIT "2"**

BID FORM - PRICE SCHEDULE					
MANHOLE, WETWELL AND STORMWATER STRUCTURE REHABILITATION CONTRACT					
Spray-Roq BID #153107CS MH Rehabilitation MONOFORM-SPRAYWALL LINING - 2 Manholes *BUDGETARY*					
A2. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - EPOXY					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
1	Polyurathane Resin Based Coating 48" Diameter 1/8" Minimum Thickness	V.F.	0.00	\$ 213.00	\$ -
2	Polyurathane Resin Based Coating 48" Diameter 1/4" Minimum Thickness	V.F.	0.00	\$ 238.00	\$ -
3	Polyurathane Resin Based Coating 48" Diameter 1/2" Minimum Thickness	V.F.	0.00	\$ 301.00	\$ -
4	Polyurathane Resin Based Coating 48" Diameter 1" Minimum Thickness	V.F.	0.00	\$ 489.00	\$ -
5	Polyurathane Resin Based Coating 60" Diameter 1/8" Minimum Thickness	V.F.	0.00	\$ 267.00	\$ -
6	Polyurathane Resin Based Coating 60" Diameter 1/4" Minimum Thickness	V.F.	32.00	\$ 298.00	\$ 9,536.00
7	Polyurathane Resin Based Coating 60" Diameter 1/2" Minimum Thickness	V.F.	0.00	\$ 376.00	\$ -
8	Polyurathane Resin Based Coating 60" Diameter 1" Minimum Thickness	V.F.	0.00	\$ 612.00	\$ -
9	Structure/Box Culvert Polyurathane Resin Based Coating - 1/4" Minimum Thickness	S.F.	32.00	\$ 19.00	\$ 608.00
10	Structure/Box Culvert Polyurathane Resin Based Coating - 1/2" Minimum Thickness	S.F.	0.00	\$ 25.00	\$ -
11	Structure/Box Culvert Polyurathane Resin Based Coating - 1" Minimum Thickness	S.F.	0.00	\$ 39.00	\$ -
SUBTOTAL BID PRICE (A2) MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING-EPOXY					\$ 10,144.00
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
12	Removal of Existing Manhole, Wetwell or Structure Lining System (Excluding T-Lock or Similar Liner)	S.F.	0.00	\$ 9.00	\$ -
13	Removal of Existing Manhole, Wetwell or Structure T-Lock or Similar Lining System	S.F.	0.00	\$ 22.00	\$ -
14	Patching and Profiling - Cementitious Grout Only	S.F.	1004.00	\$ 12.00	\$ 12,048.00
15	Infiltration Control - Cementitious or Chemical Grout	GAL.	24.00	\$ 125.00	\$ 3,000.00
16	Bonding Compound	GAL.	0.00	\$ 55.00	\$ -
17	Bench and Invert Channel Repair	L.F.	10.00	\$ 110.00	\$ 1,100.00
18	Chimney Repairs	V.F.	10.00	\$ 150.00	\$ 1,500.00
19	Chimney Replacement	V.F.	10.00	\$ 675.00	\$ 6,750.00
20	Manhole/Structure Rim and Cover Replacement - Paved Areas	EA	0.00	\$ 1,150.00	\$ -
21	Manhole/Structure Rim and Cover Replacement - Grassed Areas	EA	0.00	\$ 935.00	\$ -
22	Seam Extrusion Welding	L.F.	0.00	\$ 300.00	\$ -

23	Fusion Welding of Pipe Boot	EA	0.00	\$ 900.00	\$ -
24	Install Rain Water Protector	EA	0.00	\$ 110.00	\$ -
SUBTOTAL BID PRICE (B) MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					\$ 24,398.00
<b>C. CLEANING, TELEVISIONING, AND ASSESSMENT</b>					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
25	Cleaning Sewer Manholes	EA	4.00	\$ 150.00	\$ 600.00
26	Cleaning Stormwater Structures	EA	0.00	\$ 175.00	\$ -
27	Cleaning Wetwells	EA	0.00	\$ 1,000.00	\$ -
28	Televising (DVD)/Photographs (CD) Sewer Manholes	EA	4.00	\$ 75.00	\$ 300.00
29	Televising (DVD)/Photographs (CD) Stormwater Structures	EA	0.00	\$ 75.00	\$ -
30	Televising (DVD)/Photographs (CD) Wetwells	EA	0.00	\$ 300.00	\$ -
31	GPS Mapping of County Requested Manholes	EA	0.00	\$ 150.00	\$ -
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING, AND ASSESSMENT					\$ 900.00
<b>D. ANCILLARY SERVICES</b>					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
32	Bypass Pumping - 4" Pump	DAY	0.00	\$ 2,500.00	\$ -
33	Bypass Pumping - 6" Pump	DAY	0.00	\$ 3,900.00	\$ -
34	Bypass Pumping - 8" Pump	DAY	0.00	\$ 2,900.00	\$ -
35	Bypass Pumper Truck	HOUR	0.00	\$ 290.00	\$ -
36	Bypass Vac-Truck	HOUR	0.00	\$ 290.00	\$ -
37	Maintenance of Traffic - Arterial	EA	0.00	\$ 1,200.00	\$ -
38	Maintenance of Traffic - FDOT	EA	6.00	\$ 1,900.00	\$ 11,400.00
39	Mobilization	EA	2.00	\$ 9,500.00	\$ 19,000.00
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES					\$ 30,400.00
<b>SUMMARY OF BID ITEMS - COATING METHOD 2 - EPOXY</b>					
SUBTOTAL BID PRICE (A2) - STRUCTURE COATING -Polyurethane (Sum Items 1-11)					\$ 10,144.00
SUBTOTAL BID PRICE (B) - STRUCTURE REPAIR (Sum Items 12-24)					\$ 24,398.00
SUBTOTAL BID PRICE (C) - CLEANING, TELEVISIONING, AND ASSESSMENT (Sum Items 25-31)					\$ 900.00
SUBTOTAL BID PRICE (D) - ANCILLARY SERVICES (Sum Items 32-39)					\$ 30,400.00
<b>TOTAL BID PRICE - COATING METHOD 2 - Polyurethane (Sum A2 + B through D)</b>					\$ 65,842.00
<b>PLUS</b>	Construction Contingency Allowance (5% of Subtotal Price)				\$ 3,292.10
<b>TOTAL PRICE INCLUDING CONTINGENCY ALLOWANCE</b>					\$ 69,134.10

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

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

**Via:** City Manager, Mike Bollhoefer

**Date:** February 24, 2020                      **Meeting Date:** February 27, 2020

**Subject:**    **Garden Community Choir Wine Walk**

**Issue:**        Garden Community Choir is planning their annual wine walk through downtown Winter Garden on March 19, 2020.

**Discussion:**

The Garden Community Choir is requesting approval to hold their annual Wine Walk through downtown Winter Garden where guests will visit 13 different merchants and taste wine and food. They are requesting to use the Pavilion for registration to sign in and pick up wine glasses. All wine tasting will be inside the merchant building and no alcohol is allowed outside. The event is proposed to start setting up at 4:00 PM and will break down by 10:00 PM, with the wine walk happening between 6:00 PM and 9:00 PM.

**Recommended Action:**

Staff recommends approval of the Wine Walk.

**Attachment(s)/References:**

Permit Application  
Map of proposed locations



CITY OF WINTER GARDEN  
 Community Development  
 300 West Plant Street  
 WINTER GARDEN, FL 34787

(407) 656-4111

WWW.WINTERGARDEN-FL.GOV

**SPECIAL EVENT APPLICATION**

**OFFICIAL USE ONLY**

DATE RECEIVED: \_\_\_\_\_  
 PERMIT FEE Pd. ON: \_\_\_\_\_ INIT. \_\_\_\_\_

PER CITY CODE 27.1.3 "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 30 DAYS PRIOR TO THE FIRST DATE OF THE PROPOSED EVENT. EVENTS THAT REQUIRE CLOSURE OF ANY CITY STREET OR ARE ANTICIPATED HAVING MORE THAN 500 PEOPLE IN ATTENDANCE WILL REQUIRE APPROVAL OF THE CITY COMMISSION.

SPECIAL EVENTS ON CITY PROPERTY WHERE 500 OR MORE PEOPLE ARE REASONABLY ANTICIPATED TO BE IN ATTENDANCE OR WHERE THERE ARE REQUESTS FOR STREET CLOSURES WILL REQUIRE PRIOR APPROVAL BY THE CITY COMMISSION, AT LEAST FOUR WEEKS PRIOR TO THE SCHEDULED EVENT. THE APPLICANT MUST COMPLETE ALL OF THE FOLLOWING INFORMATION.

DATE OF APPLICATION: 1/27/2020  
 ORGANIZATION/GROUP: Garden Community Choir, Inc. NON-PROFIT  CORP  INDIV.   
 NAME OF EVENT: Wine Walk  
 CONTACT/REPRESENTATIVE: Sharon Graham PHONE # 813-625-3213  
 ALT. PHONE #: \_\_\_\_\_ EMAIL: sharongraham.mtbc@gmail.com  
 EVENT LOCATION: 104 S Lakeview Ave. PROPOSED DATES: 3/19/2020  
 HOURS: 6-9 pm on Plant St with Pavilion check-in ESTIMATED DAILY ATTENDANCE: 425  
 DATES & TIMES OF EVENT SETUP & BREAKDOWN:  
 SET UP: 4:00 p.m. set-up BREAKDOWN: cleared out by 10:00 p.m.

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

**TYPE OF EVENT**

- FESTIVAL
- EXHIBIT(S)
- CARNIVAL/CIRCUS/FAIR
- GENERAL MEETING
- PARADE
- BLOCK PARTY OR PICNIC
- SPORTING EVENT/COMPETITION
- WEDDING/RECEPTION
- REVIVAL
- OTHER (EXPLAIN)

**EVENT DETAILS**

- ADMISSION CHARGE/TICKET SALES
- ALCOHOL SERVED
- ALCOHOL SALES
- FIREWORKS/PYROTECHNICS
- FOOD TRUCKS
- MERCH. VENDORS # OF: \_\_\_\_\_
- OPEN TO PUBLIC
- STREET/SIDEWALK CLOSURE
- HOURS OF: \_\_\_\_\_
- CITY WATER USED
- EVENT HELP PREVIOUSLY
- CITY ELECTRIC USED

**EQUIPMENT AT EVENT**

- AMPLIFIED SPEAKING/MUSIC
- HOURS OF: \_\_\_\_\_
- PORTABLE RESTROOMS
- SPORTS EQUIPMENT
- STAGE/PROPS/PRODUCTION
- TENTS # & SIZE OF: \_\_\_\_\_
- TEMPORARY EVENT SIGNAGE
- DUMPSTERS/RECEPTACLES
- COOKING EQUIPMENT USED
- GAS  OPEN FLAME
- OTHER (EXPLAIN): \_\_\_\_\_

Wine tastings inside various Plant St.  
 local businesses. We have volunteers to  
 make sure wine isn't taken on the street.

Access to charge electronics at the  
 Pavilion.



CITY OF WINTER GARDEN  
Community Development  
300 West Plant Street  
WINTER GARDEN, FL 34787

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## SPECIAL EVENTS 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

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:  
GENERAL AGGREGATE \$1,000,000 PRODUCTS AGGREGATE \$1,000,000  
PERSONAL & ADVERTISING INJURY \$250,000 EACH OCCURRENCE \$250,000  
FIRE LEGAL LIABILITY \$50,000 MEDICAL PAYMENTS \$2,000

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 LESS THAN 25 IN ATTENDANCE: \$25.00  
EVENTS WITH 25 - 200 PEOPLE IN ATTENDANCE: \$150.00 EVENTS  
WITH OVER 200 PEOPLE IN ATTENDANCE: \$1,000.00

### 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, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF 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 CASH, CERTIFIED CHECK OR MONEY ORDER AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

### MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
- EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- 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.
- MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.

### APPROVAL PROCESS

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION 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. CONDITIONS OF APPROVAL DOCUMENT MAY BE INCLUDED AS PART OF FINAL APPROVAL.



CITY OF WINTER GARDEN  
Community Development  
300 West Plant Street  
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### SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY 7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

Guests stroll Plant Street at 13 different merchant locations to taste various wines and food bites. Check-in would be at the
Farmer's Market Pavilion. We strictly enforce that alcohol can only be consumed inside each participating merchant
location and we always hire two off-duty Winter Garden Police Officers to ensure safety. For check-in at the Pavilion, we
would use existing restrooms, lighting, two additional trash bins (if possible) and access to the sound systems to play
music (if possible). Our merchant locations will stretch from the WG Heritage Foundation down to Plant Street Market and
we will have a phased starting time with two different maps/routes to improve traffic flow.

**NO APPLICATION WILL BE ACCEPTED UNLESS THE FOLLOWING ITEMS ARE INCLUDED.**

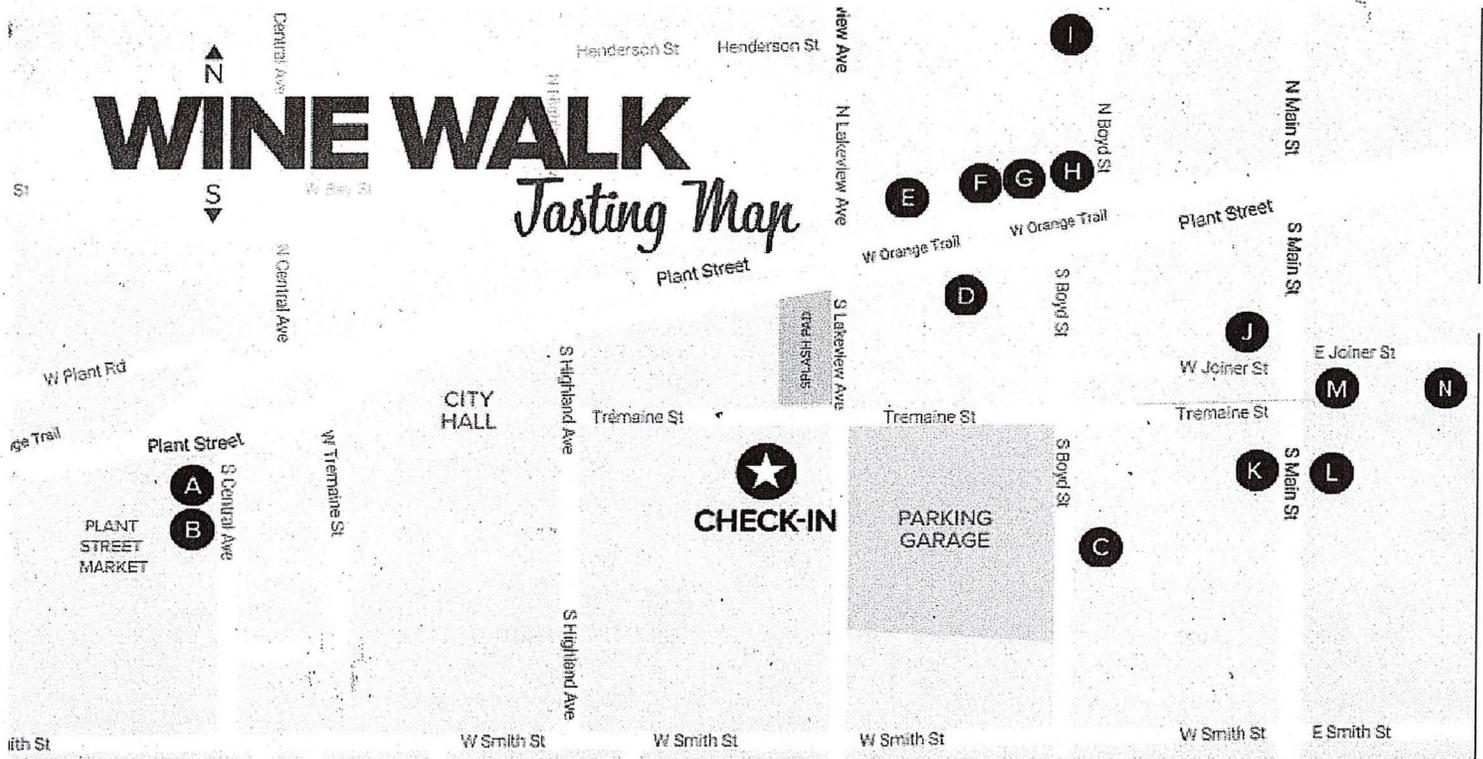
(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

- 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).

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:			

# WINE WALK

## Tasting Map



Empty your glass before moving to the next location. **Always drink responsibly.**

**A** *David Ramirez Chocolates (Plant St. Market)*

**COLCHAGUA VALLEY, CHILE**  
 DAMAUS RED BLEND  
**CLARKSBURG, CALIFORNIA**  
 MUDDY BOOT ROSÉ

**B** *Worthan Cheese (Plant St. Market)*

**ARAGON, SPAIN**  
 HONORO VERA GARNACHA  
**RHEINHESSEN, GERMANY**  
 VALCKENBERG GEWURZTRAMINER

**C** *Winter Garden Art Association*

**JUMILLA, SPAIN**  
 COMOLOCO MONASTRELL  
**CLARKSBURG, CALIFORNIA**  
 MUDDY BOOT CHARDONNAY

**D** *Way Chocolate*

**RHEINHESSEN, GERMANY**  
 VALCKENBERG DORNFELDER  
**RÍAS BAIXAS, SPAIN**  
 O FILLO DA CONDESA ALBARIÑO

**E** *Victor Russell*

**RIAS BAIXAS, SPAIN**  
 ZEEZEE RED SANGRIA  
**VIN DE TABLE, FRANCE**  
 TRES CHIC ROSÉ

**F** *Speakeasy Quilts*

**NAPA VALLEY, CALIFORNIA**  
 AVIARY CABERNET SAUVIGNON  
**WESTERN CAPE, SOUTH AFRICA**  
 PAINTED WOLF THE DEN CHENIN BLANC

**G** *The Boutique on Plant*

**TUSCANY, ITALY**  
 CAMPOBELLO CHIANTI  
**OCKFEN, GERMANY**  
 SINGLE POST RIESLING

**H** *Winter Garden Wheel Works*

**MENDOZA, ARGENTINA**  
 FINCA EL ORIGEN MALBEC  
**CHILE**  
 PAPI MOSCATO

**GARDEN  
 CHOIR**



*Welcome!* Tonight's proceeds benefit the **Garden Choir**, a not-for-profit organization, building community through song in West Orange County and beyond. We welcome all singers! Join us Monday nights in the band room at West Orange High School at 7pm!

**I** *the deli downtown* AVAILABLE FOR PURCHASE IN STORE  
**SOUTH AFRICA**  
 OBIKWA MOSCATO  
**CALIFORNIA**  
 DOUGLAS HILL MOSCATO

**J** *Garden Music School*  
**RIOJA, SPAIN**  
 ROSARIO VERA TEMPRANILLO  
**PIEDMONT, ITALY**  
 VILLA ROSA MOSCATO DI ASTI

**K** *Griffis Wealth Strategies*  
**MAIPO VALLEY, CHILE**  
 SANTA CAROLINA PINOT NOIR  
**CENTRAL COAST, CALIFORNIA**  
 MOOBUZZ PINOT GRIGIO

**L** *Bulk Pantry*  
**CALIFORNIA**  
 LEESE & FITCH MERLOT  
**CALIFORNIA**  
 SEÑOR WHITE SANGRIA

**M** *Doxology*  
**CENTRAL VALLEY, CALIFORNIA**  
 IMMORTAL ZINFANDEL  
**DAYTON, OREGON**  
 EVOLUTION LUCKY No 9 WHITE BLEND

**N** *Bombshell Salon & Spa*  
**COLCHAGUA VALLEY, CHILE**  
 LA PLAYA CARMENERE  
**CASABLANCA, CHILE**  
 CASABLANCA NIMBUS SAUVIGNON BLANC

**TASTING NOTES**

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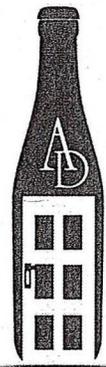
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*Keep the fun going!*  
 Purchase your favorite wines from our fabulous wine curators.

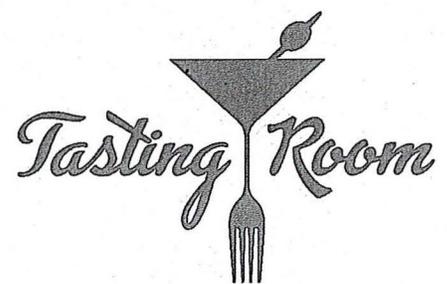
**One World, Many Voices**  
 GARDEN CHOIR | A Winter Celebration Concert | VOCI DEL CUORE  
 December 7, 2019 | 7:00 PM | West Orange High School Auditorium

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**The Attic Door**  
 Cafe • Wine Bar • Live Music  
 jrsatticdoor.com  
 28 West Plant Street  
 Winter Garden



chefstableattheedgewater.com  
 99 West Plant Street  
 Winter Garden

YOU DO NOT NEED TO VISIT IN ANY ORDER! Empty your glass before moving to the next location. **Always drink responsibly.**