

WINTER HAVEN

The Chain of Lakes City

REGULAR CITY COMMISSION MEETING

MONDAY, FEBRUARY 25, 2019

6:30 PM

City Hall, John Fuller Auditorium
451 Third Street NW
Winter Haven, FL 33881

1. **CALL TO ORDER** - Bradley T. Dantzler, Mayor
2. **INVOCATION - REVEREND ARTHUR SALARY, FRIENDSHIP MISSIONARY BAPTIST CHURCH**
3. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk
4. **PRESENTATIONS**
 - 4.A. **Black History Month Essay Contest Winner Presentation - Andy Palmer, City of Winter Haven Recreation Superintendent and Dwan Lawrence, Recreation Supervisor III**

Staff Contact: Andy Palmer, Recreation Superintendent, apalmer@mywinterhaven.com
 - 4.B. **Age Friendly Winter Haven Action Plan Presentation**

Staff Contact: Andy Palmer, Recreation Superintendent, apalmer@mywinterhaven.com

[Age Friendly Winter Haven Action Plan](#)
[Appendix 1 -Age Friendly Survey Results](#)
[Appendix 2 - Age Friendly Outdoor Spaces & Buildings and Transportation Design Checklist](#)
 - 4.C. **Polk State College Legislative Priorities - Dr. Angela Garcia Falconetti, President of Polk State College**

Staff Contact: Bethany Owen, Senior Executive Assistant, bowen@mywinterhaven.com
5. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk
6. **MINUTES**
 - 6.A. **February 6, 2019 City Commission Agenda Review Session Minutes**

Staff Contact: Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com

[2019-02-06 DRAFT Agenda Review Session Minutes with Attachment.pdf](#)
 - 6.B. **February 11, 2019 Regular City Commission Meeting Minutes**

Staff Contact: Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com

[2019-02-11 DRAFT Minutes Regular City Commission Meeting with Attachments.pdf](#)

7. COMMENTS FROM THE AUDIENCE

8. ORDINANCE(S) - SECOND READING - PUBLIC HEARING

9. CONSENT AGENDA

9.A. Award of Contract to Insituform Technologies, Inc for Sanitary Sewer Line Rehabilitation Project 2019

Staff Contact: Gary M. Hubbard, Utility Services Department Director, ghubbard@mywinterhaven.com

[Summary - Award of Contract to Insituform Technologies for Sanitary Sewer Procurement Piggy-Back Bid Approval](#)
[Exhibit A - 2019 Sanitary Sewer Rehabilitation CIPP Project Map](#)
[Exhibit B - Insituform Technologies Contract Agreement](#)
[Exhibit C - City of Winter Haven Quote Contract Agreement](#)

9.B. Bio-solids Hauling Two Year Contract

Staff Contact: Gary M Hubbard, Utility Services Department Director, ghubbard@mywinterhaven.com

[Summary - Bio-solids Disposal.doc](#)
[Bio-solids Bid Tabulation Sheet](#)
[Bio-solids-Republic Services Bid Proposal](#)
[Agreement Regarding Hauling Biosolids-Republic Services.pdf](#)
[Composite Exhibit A to Agreement Regarding Hauling Biosolids.pdf](#)

9.C. Winter Haven Professional Firefighters International Association of Firefighters Local 4967 Collective Bargaining Agreement Addendum B

Staff Contact: Michele Stayner, Executive Services Director, mstayner@mywinterhaven.com

[Summary - WH Professional Firefighters IAFF Local 4967 CBA Addendum B](#)
[WHPFF-COWH CBA Addendum B](#)

10. RESOLUTION(S)

10.A. R-19-09: Request by SR Cypress Gardens, LLC, for final plat approval of SR Cypress Gardens subdivision plat.

Staff Contact: Sean Byers, Principal Planner, sbyers@mywinterhaven.com

[Summary R-19-09](#)
[R-19-09](#)

11. ORDINANCE(S) - FIRST READING

12. NEW BUSINESS

13. CITY COMMISSIONERS/LIAISON REPORTS

14. CITY ATTORNEY REPORT

15. CITY MANAGER REPORT

16. ASSISTANT CITY MANAGER REPORT

17. CITY CLERK REPORT

17.A. Authorization for Travel and Training - Florida Black Caucus of Local Elected Officials (FBC-LEO) Spring Conference in Miramar (Birdsong) & Polk County Day in Tallahassee (Dantzler, Birdsong & Twyford)

Staff Contact: Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com

[Summary - Authorization for Travel & Training](#)
[2019 FBC-LEO Spring Conference Information.pdf](#)
[2019 Polk County Day Invitation.pdf](#)

18. DEVELOPMENTS OF NOTE

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk's Office, 451 Third Street, NW, Winter Haven, Florida 33881, in writing, not later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.



Action Plan 2019

Version I

2/1/2019

*****Please note that as of 2/14/2019 this plan is still in draft form and is being presented to the Winter Haven City Commission on February 25, 2019 for informational purposes only.*****

Aknowledgments

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DRAFT

WINTER HAVEN

The Chain of Lakes City

Office of the Mayor

October 12, 2015

Jeff Johnson
State Director
AARP Florida
jpjohnson@aarp.org

Dear Mr. Johnson:

On behalf of the City of Winter Haven, we are excited to join the AARP/WHO Network of Age-Friendly Communities. Winter Haven is committed to making connections, initiating changes, and promoting policies that will help us better serve our local aging population and be more accommodating to the needs of the elderly. As a community, we are honored to have the opportunity to join other cities across the nation in this endeavor.

Winter Haven is located along the I-4 corridor, which holds the highest concentration of retired veterans in the country. Our community has a large influx of retirees in the winter months, coming into our community to enjoy the mild winter weather. Many of those "snow birds" permanently move to our community, eliminating the migration every year.

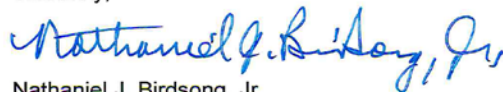
Because of our demographics, we recognize the importance of creating an age-friendly community that fosters healthy aging and supports the needs of our elderly. To address these issues, our community recently created the Winter Haven Council on Quality Aging. It is a collaboration of city and county employees, private businesses, and not-for-profit organizations working to identify areas of need for our local seniors and partnering to create solutions that help Winter Haven better serve the needs of our aging population become a more intergenerational community.

As a member of the Network of Age-Friendly Communities, Winter Haven will:

- Engage our older population in the Council on Quality Aging to give direction and feedback on our initiative.
- Secure a resolution from the City Commissioners to support age-friendly policies and funding
- Create an Action Plan with solutions to areas of need identified by our local seniors.
- Implement this plan, measure and review outcomes, and adjust the Action Plan as needed to continually improve and be ever more age-friendly.

We thank you for this opportunity to join the Network of Age-Friendly Communities and look forward to working with the AARP Florida staff to ensure we are doing our best to achieve a community of that fosters aging with dignity.

Sincerely,



Nathaniel J. Birdsong, Jr.
Mayor of the City of Winter Haven

P.O. Box 2277 ♦ 451 Third Street NW ♦ Winter Haven, Florida 33883-2277
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City of Winter Haven, founded 1911

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Executive Summary

In 2014 a group of private and nonprofit senior care providers approached the City to start a collaboration of interested parties to discuss and tackle senior care issues in the Winter Haven Area. Staff from the City of Winter Haven joined the group. At that point, the group was dubbed the Winter Haven Council on Quality Aging. The group met every month to determine the best course of action to achieve the goal of improving Winter Haven for aging people. After a period of time, the group decided that the Age Friendly Community Process through AARP should be explored. In October 2015, the City was accepted into the Network of Age Friendly Communities. At the time, Winter Haven was the third city in Florida to join the Network. There are now at least 24 communities in the network in Florida. In Spring 2017, the group was renamed to Age Friendly Winter Haven.

The Age Friendly Effort was chosen because it is a program with a clear process to follow that will ensure a positive impact on the community. The program focuses on analyzing the 8 Domains of Livability which include Outdoor Spaces & Buildings, Transportation, Housing, Social Participation, Respect & Social Inclusion, Civic Participation & Employment, Communication & Information, Community and Healthy Services. The 8 Domains can easily translate into planning efforts for all community demographics, not just seniors. The process is intended to take 3-5 years and consists of a planning, implementation and evaluation phases. The program is administered through AARP in the United States, and is a program of the World Health Organization internationally. Communities of any size can join the Network; for example, the entire country of Ireland has the Age Friendly Status.

Many communities have hired consultants or additional staff to help complete this process. The Winter Haven group is very unique in that it is grassroots and community driven. In an effort to help complete this process, the City and Age Friendly Winter Haven partnered with Polk State College to utilize interns and various Departments and College Resources. A community input survey was launched in Spring 2017. With the assistance of interns and committee members, 355 surveys were gathered over the course of the year. Surveys were completed online, at community events, recreation centers, WH Public Library and various other community gatherings. A concerted effort was made at the beginning of the process to ensure that representative demographics were attained to closely match the Winter Haven community's demographics. The data was analyzed and interpreted by the Committee. A series of emails, focus groups and meetings were held with industry professionals (senior living, transportation, planning, public works, communications, parks & recreation, nonprofits), seniors, committee members and community members. The results of the data were presented and input on solutions and information was requested. Based on the survey data and these ground truthing efforts, it was determined that the Action Plan would focus on the domains with the largest needs and disparities. They are summarized below:

Housing:

The assessment indicated that the plan should focus on promoting a variety of affordable housing options within the Community. This could include new developments or reviewing incentives and land use/zoning codes to ensure they are Age Friendly. The creation of a small grant program for small home renovations related to accessibility for seniors could be evaluated. Residents also indicated that they would like a more accessible list of trustworthy home repair contractors. The Committee and City will look into further promoting the Certified Aging in Place (CAPS) certification for public and private use, working to promote age friendly features and advice in existing and new residential housing and commercial developments.

Outdoor Spaces and Buildings:

The assessment indicated that the plan should focus on promoting safe public buildings and spaces. The data indicated that residents do not necessarily feel Winter Haven has safe parks that are within walking distance of their homes. The plan is focusing on implementing Outdoor Spaces and Buildings Age Friendly Design Features in new and renovated public projects where appropriate. Examples of these design features can be found in the ADA renovations at the Senior Center, new indoor walking/workout facilities in the new fieldhouse and continued

expansion of the City's Trail and Complete Street Network. The plan will also focus on assisting with Age Friendly Audits of public spaces.

Transportation:

The assessment indicated that the Community highly values well-lit, safe streets and intersections for all users (motorists, cyclists, pedestrians, mobility device users, etc.). It also shows that many seniors rely on alternative modes of transportation (other than driving themselves). The Action Plan points out the importance to continue working with many providers to assist with transportation such as public transit, non-profits, and possibly even ride share companies such as Lyft and Uber. The City is continuing to make its corridors friendlier with the expansion of the Complete Streets Program. Through partnerships the City will continue promoting a variety of Age Friendly Transportation options and assist in offering driver education courses.

Communications and Information:

The assessment indicated that residents feel Winter Haven has many great community assets and events that make our community special. Residents don't necessarily know where to find information on these assets and events. Most residents agree that the Winter Haven Public Library is a great central location and clearing house for community information as well as various community calendars. The Action Plan focuses on promoting closer coordination between community calendars (e.g. Chamber, City, Main Street, non-profits, church groups, etc.). It also focuses on working to create an accessible directory of Community Resources that residents could possibly receive when opening new utility accounts. As there are many different groups who want to receive their information in a variety of ways, the Plan talks about coordinating with various homeowners associations, activity directors, civic group leaders, etc. to help determine how their audience wants to receive their information. This might include a homeowners association forwarding various community information on via email or printing out information and delivering to homebound residents via Meals on Wheels.

Mission, Vision and Values that Guide Age-Friendly Winter Haven

Overarching Vision:

Age-Friendly Winter Haven is a community that supports active aging, health and wellbeing, and livable features for residents of all ages, abilities and economic circumstances across their lives.

Mission:

Age-Friendly Winter Haven aims to realize our vision by mobilizing community stakeholders and focusing efforts on the four domains of the built environment (Housing, Outdoor Spaces and Buildings and Transportation and Communication and Information).

Community Profile:

More than 70,000 people call Winter Haven home, over 40,000 of which live inside the City limits, taking advantage of its year-round recreation climate and central location. The City stretches over 40 square miles, eight of which take the form of sparkling, fun-filled lakes. Winter Haven is known as the Chain of Lakes City with two chains connected by a renovated canal. With 50 lakes inside the City limits, 22 boat ramps, 14 public docks and 30 waterfront parks, there is a multitude of fresh-water opportunities for both residents and visitors.

With a history in citrus, lakes, and Americana rock & roll, the Winter Haven, Florida experience is a chorus of modern lifestyle possibilities in harmony with our roots. Winter Haven is where affordable lake living is a reality, and water play is a requirement. It's a place where there's a concert on every corner and family excitement in every park. It's that classic small town that chooses to differentiate itself with an understated cool vibe. Arts and culture, playful fun, music fusion, affordable homes, a craft brewery and local eateries are just a sampling of daily life. And let's not forget about Winter Haven's hometown connection to family-friendly LEGOLAND Florida Resort just down the block from the City core.

History of Age-Friendly Winter Haven:

In 2014 a group of private and nonprofit senior care providers approached the City to start a conglomerate of interested parties to discuss and tackle senior care issues in the Winter Haven area. Staff from the City joined the group. At that point, the group was dubbed the Winter Haven Council on Quality Aging. The group met every month to determine what course of action would best help them achieve their goals. After a period of time, the group decided that the Age Friendly Community Process through AARP should be explored. In October 2015, the City joined the Network of Age Friendly Communities. At the time, Winter Haven was the third city in Florida to join the Network. To date, there are 16 communities in the network in Florida. In Spring 2017, the group was renamed to Age Friendly Winter Haven.

The overall group consists of representatives from All About Aging, WH Hospital, Spring Lake Rehab, Heart for WH, Elderpointe Ministries, Bellatage Assisted Living, Lake Ashton, Cornerstone Hospice, Neighborhood Services Center, Bond Clinic, Elder Law Attorneys, City of Winter Haven and several others.

The Age Friendly Effort was chosen because it is a multiyear international process which focuses on analyzing the 8 Domains of Livability which include Outdoor Spaces & Buildings, Transportation, Housing, Social Participation, Respect & Social Inclusion, Civic Participation & Employment, Communication & Information, Community and Healthy Services. The 8 Domains can also easily translate into planning efforts for all of the Community, not just seniors. The process is intended to take 3-5 years and consists of a planning, implementation and evaluation phases. The program is administered in the United States through AARP, however is a program of the World Health Organization. For example, the entire country of Ireland has the Age Friendly Status.

To assist in recruiting interns, Age Friendly Winter Haven has raised funds from Citizens Bank, Amy Phillips, Central Florida Senior Care, Michael Waters and Better Living For Seniors, which help fund partial scholarships through the PSC Foundation.

Members of the group have also presented the effort to Leadership FL, FRPA, Sarasota Summit on Aging and various places around the County. Several successes and plans have occurred or morphed, partially thanks to this effort. A few examples are below:

- Last spring a farmer's market kiosk through Elderpointe Ministries opened at the WH Senior Adult Center twice a week. The kiosk is supplied through Elderpointe Ministries, WH Staff sells the low costs produce to the seniors and Elderpointe Ministries collects the funds and replenishes produce each week.
- Staff is working to complete the CDBG Project at the Sr. Center this Fiscal Year. Improvements will consists of ADA accessibility/functionality in and out of the building (handicap entrance on west side, handicap restrooms in auditorium, updated doors, other ancillary improvements) as well as an outdoor senior based fitness area and resurfaced shuffleboard courts.
- The City was awarded a small grant from the National Recreation and Park Association to start a Walk With Ease Program later this year through the National Arthritis Program. The program will focus on providing seniors opportunities on how to safely make physical activity part of their everyday life and be offered out of the Library and Senior Adult Center.

It is imperative that we maintain our current senior services at the Senior Center and around the City. However, thanks to modern medicine and better wellness habits, current and future trends indicate that seniors will be much more physically and civically active than in years past and desire to age in place (ie their current home/City). Current efforts such as clay tennis courts, indoor fitness and walking facilities at the Field House, expansion/access to medical facilities and expansion of the trail/sidewalk are prime examples of what today and tomorrow's active senior population is looking for. The Age Friendly Winter Haven Project will provide an evidence/data based document to further plan community programs and infrastructure. Some of these recommendations are anticipated to be small items such as a "grab bar" grant program; some recommendations

may be zoning/code based and may include easing restrictions on mother in-law suites or and some recommendations may include major infrastructure projects such as sidewalks, multimodal/transit improvements or facilities.

Age Friendly Action Plan

Methodology:

Age-Friendly Winter Haven's Assessment Approach was based on the support of the Age Friendly Winter Haven Committee. Many communities have hired consultants or additional staff to help complete this process. The Winter Haven group is unique in that it is "grassroots" and community driven. To help complete this process, the City and Age Friendly Winter Haven partnered with Polk State College to utilize interns, practicum students, and various Departments and College Resources. The Committee identified locations to survey that would reach the target demographic. The goal was to mirror the demographics of the community. During the Fall Semester 2017, we had a combination of four practicum and intern students. The students were able to get field experience while providing invaluable support for the project. Students set up survey stations at the WH Public Library, Neighborhood Service Center in the Florence Villa Area and attended community events and activities to gather surveys. The interns then input the data. During this timeframe we went from about 120 surveys to 355. The Action Plan is written around what areas the data indicated were most needed.

Work to date and additional activities are summarized below:

- In Fall 2017, the City worked with one intern and three practicum students. These students obtained well over 150 surveys at various community events and buildings such as the library and Neighborhood Services Center.
- In Spring 2018 the group continued soliciting surveys, conducted community a focus group/public meetings and analyzed the data.
- Summer 2018 an intern completed a Findings and Data Report. AARP also worked with the group to assist in further breaking down the data and formatting for the report.
- In Fall 2018 Age Friendly Winter Haven worked to complete a draft report.

The Action Plan was developed based on the input of 355 surveys. The data was analyzed "in-house" by the Committee Chair Cari Herrington. The analysis was then reviewed by City Staff, Committee Members and AARP. It was determined that the Action Plan should focus on what the survey showed as the greatest needs or disparities. Those items are what the Action Plan is based on. A Community Meeting was held in April 2018 to present the findings and receive additional feedback. Additional meetings were held over summer and fall 2018 with the following groups to present the information and solicit feedback: City Staff including the City Manager's Office, Communications and the following Departments Parks, Recreation & Culture and Public Works; a separate meeting was held with the Planning Division; Saging Group (representatives of the retired community), Age Friendly Winter Haven Committee, Multimodal Transportation Advisory Committee. Additionally, the priorities of the Action Plan were emailed out for review and input to a large variety of professionals and Community Members including: Transportation Planning Organization; Polk Transit; Multimodal Transportation Advisory Committee Members; City Staff, local engineering & planning firms, local general contractors, local rehab centers, City staff, Age Friendly WH Committee Members, local Chamber, Main Street and EDC Staff, local churches/clergy and interested Community Members. Age Friendly WH will continue working with our existing partners and continue to seek out new community partners to assist in implementing this plan.

Domain Specific Plans

Housing

Vision:

Our vision is to provide a range of living options that support residents as they age in our community across their lives.

What We Heard:

- People mostly want and feel that Winter Haven has well-maintained homes and properties
- People do not feel Winter Haven has affordable housing options for varying incomes and varying levels of care
- People don't know if there is a home-repair service for low-income and older adults
- Largest disparity between want and have: home-repair service for low-income and older adults
- Smallest disparity: well-maintained homes and properties

Background & Next Steps:

Many of the items that were found in the data and through focus groups identify a need for more diverse affordable housing options for seniors. These may come in a variety of forms. The City has the Affordable Housing Advisory Committee which oversees many of these items. Some additional strategies might include reviewing the current land development/code requirements for accessory structures. Potentially revising the codes to consider less restrictive living spaces (currently only permitted with a 400 sq ft minimum), reducing setback requirements, permitting in additional zoning districts and allowing multiple metering options may assist in allow these structures.

There are many traditional funding sources and models for affordable housing however some additional strategies may include: Allowing additional densities for developers who plan for accessory structures or affordable senior housing; looking into programs such as co-housing, shared rentals, renting a room in a home (nesterly); transitional programs that would target homeless and seniors in which a tiny house or accessory structure might be built in an existing backyard, thus giving the homeless person/family and or seniors a home and after a period of time, transition the tenants to permanent housing. Habitat for Humanity and the City's Building Division have been identified as a potential resources to develop trustworthy contractor listings.

Goals and Action Steps:

STRATEGIES/ ACTIONS	INDICATORS
Promote a variety of affordable housing options	
<ul style="list-style-type: none">• Locate new housing units that are centrally located (i.e. walkable to amenities or public transportation)	Number of accessible housing units added
<ul style="list-style-type: none">• Identify Incentive Programs for developers (i.e. grants, waiver of impact fees, utilities, infrastructure, land ready for development)	Creation of list of incentive programs Number of sources in which list shared
<ul style="list-style-type: none">• Review Land Use & Zoning code for potential revisions/changes (i.e. may include land use/zoning changes - accessory dwelling units, waivers to 55+ communities, and location of assisted living and single family units)	Recommend changes to Growth Management Department
Increase adaptive features to age in place	
<ul style="list-style-type: none">• Create grant program to assist with aging in place home modifications or assistive devices, such as: grab bars, wheelchair ramps, or medical emergency response systems	Creation of grant program Number of persons receiving grants Feedback from persons receiving grants

	Explore funding options such as CDBG Funding, private donations and potential private and public partnerships
Increase home repair and aging in place options (especially for low-income and older adults)	
<ul style="list-style-type: none"> • Increase certified aging in place specialists (CAPS) in Winter Haven 	Facilitate CAPS Training for public and private entities in Polk County
<ul style="list-style-type: none"> • Develop criteria for vetting contractors to provide home repair and maintenance. • Develop list of trustworthy contractors to provide home repair and maintenance 	Development of criteria for vetted contractors Creation and promotion of list of vetted contractors

Potential Participating Partners Include:

Affordable Housing Advisory Committee, WH Housing Authority, local business and civic leaders, City Planning, Winter Haven Chamber of Commerce, Heart for Winter Haven, Builders, Local Businesses

Outdoor Spaces & Buildings

Vision:

Our vision is to create safe, accessible and fun public spaces.

What We Heard :

- People mostly want and feel that Winter Haven has well-maintained public buildings and facilities that are accessible to people of different physical abilities
- People do not feel Winter Haven has well-maintained and safe parks that are within walking distance of your home, but it's also the least important category
- People don't know if there are neighborhood watch programs
- Largest disparity between want and have: neighborhood watch programs
- Smallest disparity: well-maintained and safe parks that are within walking distance of your home

Background & Next Steps:

The Senior Center is currently undergoing renovations which will help with existing and future needs. For example the main restrooms will now be ADA compliant and remodeled. The senior playground will help provide an additional outlet for activities not currently offered through the City. Other recent developments, such as the new clay tennis courts, have become very popular as clay is preferable for senior play due to lower impact on their joints. The new field house project is currently under construction. While its major intent will be to draw events and serve as the Lakeland Magic's Training Facility, indoor amenities such as a rubberized track surface and fitness rooms will expand recreational and fitness opportunities not currently available to the public. Ideas such as hosting a walk with ease session or indoor walking clubs for seniors may be good starts towards expanded senior programming. With the new improvements at the Senior Center, the City will continue to offer core senior programs for today and transition to programs and services for the seniors of tomorrow. Part of this effort will include rebranding to reflect modern elements being initiated.

As the City continues to renovate and build new buildings, conducting Age Friendly Facility Audits, incorporating Age Friendly components into the design should be considered. These items will be monitored by the City through the Capital Improvement Plan Process, inquiring if these items can be incorporated when a project is proposed or funded. Staff will also explore the possibility of CAPS Certifications to possibly offer this service as an outreach to the Community, perhaps through the Fire and or Building Departments. The City continues to expand the trail and sidewalk network with additional funds in the current 5-year CIP for sidewalks and a trail around Lake Elbert. Additionally, the City has several projects over the next few years funded with FDOT dollars which are "complete street" type projects including South Lake Silver Drive, Avenue C SW, 1st Street North and

Avenue K NE. The City recently completed South Central Park which is essentially curbless, age-friendly to seniors, and allows for a variety of activities. As additional sidewalks, trails, complete streets and park projects are contemplated and designed, Age Friendly Design Features will be incorporated where appropriate (see Appendix 2).

Goals and Action Steps:

STRATEGIES/ ACTIONS	INDICATORS
Increase access to well-maintained, handicap accessible public buildings, restrooms, and facilities	
• Renovate the Senior Center (ADA compliant)	Renovation progress or completion
• Add senior playground	Creation of playground
• Resurface shuffleboard courts	Completion of resurfacing
• Develop clay tennis facility with pickleball.	Completion of project
• Construct Field House with indoor fitness areas	Progress towards construction
• Conduct Age-Friendly Facility Audit of public buildings and spaces	Number of age-friendly audits conducted
• Incorporate age friendly design features into new facility, renovation and public works projects	Presence of age-friendly features in new or renovated buildings and public works projects
• Expand trail network	Progress on trail expansion
• Create curb-less park/road connections	Number of curb-less connectors created

Potential Participating Partners Include:

WH Parks & Rec, Public Works, local construction and engineering firms, Police Department, Lighthouse for Blind, Cypress Gardens Water Ski Team

Transportation

Vision:

Our vision is to create a community with a variety of safe, convenient, reliable, and affordable transportation options.

What We Heard :

- Most “extremely important” category: well-lit, safe streets and intersections for all users
- People mostly want and feel that Winter Haven has easy to read traffic signs
- People do not feel Winter Haven has accessible and convenient public transportation
- People don’t know if there are driver education refresher courses available
- Largest disparity between want and have: reliable public transportation and special transport services
- Smallest disparity: easy to read traffic signs

Background & Next Steps:

Many seniors rely on alternative transportation for a variety of options. It could be that they need a ride to work, medical needs, shopping, friend/relatives, senior center or just to get around. While there are a variety of options right now, they are not well publicized or necessarily accessible to all. Providers such as Elderpoint Ministries are a great example of how a small nonprofit can help fill a gap in the transportation needs. They provide transportation to the Senior Center through a partnership with Mid Florida Community Services Inc, the lunch provider at the Senior Center. Partnering with public and private organizations will be the key to expanded and continued success for senior transportation services. Exploring additional options with ride sharing companies who may provide an ADA equipped vehicle or be able to accommodate wheel chairs could be a good option.

We are very lucky to have a Public Transportation System in Polk County with many options. While it works well for some residents, particularly closer to the larger population centers of the County, many residents still could use additional services. Age Friendly Winter Haven should continue to advocate on behalf of the Public Transportation System, helping to determine priorities and solutions for the senior population. Enhancements such as shaded accessible bus stops (meaning the seniors can easily reach via walk/bike/mobility device), expanded targeted service, ability to rely on fixed route service are all just some of the items that should be evaluated. Funding is a challenge when addressing these issues. Perhaps an additional tax could be contemplated again, some of which could be allocated for senior transportation.

The City is continuing to work to be pedestrian and bicycle friendly. The Multimodal Transportation Advisory Committee helps make recommendations on these types of improvements, many of which are evidenced in the recent enhanced pedestrian crossings in the Downtown Area. Additionally, the City Commission has funded a 5-Year Capital Improvement Plan, mainly dealing with infrastructure. The projects include intersection improvements and additional sidewalk and trail projects. The City also has several FDOT Complete Street Projects which will be completed in the next few years including the South Lake Silver Drive Complete Street Project, Avenue C SW Complete Street Project, Avenue K NE Project and First Street North. The Avenue K NE and First Street North projects will enhance pedestrian connectivity in the Polk State College and First Street Areas. As these projects are designed and planned and additional projects are contemplated, project managers and designers will work to use the Age Friendly Design Checklist where feasible.

Driver Education Courses are currently held at the Senior Center. Perhaps additional partners such as larger home owner associations or groups could work to host these as well (see Appendix 2).

Goals and Action Steps:

STRATEGIES/ ACTIONS	INDICATORS
Improve offerings and awareness of transportation options for people with disabilities and older adults (both public and private)	
<ul style="list-style-type: none"> Increase transportation providers or people with disabilities and older adults 	Number of providers serving community Number of persons served
<ul style="list-style-type: none"> Create inventory of communitywide transit/transportation options for older and disabled persons 	Progress towards creation of Transportation Resource tool
Promote safe streets and intersections for all users	
<ul style="list-style-type: none"> Implement bicycle lanes and trails 	Number of bicycle lanes and trails created
<ul style="list-style-type: none"> Assess pedestrian crosswalks for safety and accessibility 	Partner with AARP and other qualified volunteers to conduct Walkability Audits
Increase driving education resources	
<ul style="list-style-type: none"> Identify inventory of driver education classes and locations 	Number of classes and locations and dissemination of information.
<ul style="list-style-type: none"> Create driving resource area in Senior Center 	Creation of consolidated resource area
Promote improvement of public transportation accessibility, reliability, convenience, and maintenance	
<ul style="list-style-type: none"> Assess ridership issues and improvements for users Deploy FDOT Coalition for Safe Mobility for using Public Transportation 	Creation of list of issues and progress on improvements and recommendations Number of sites / persons participating in Age-friendly Public Transportation trainings

Potential Participating Partners Include:

Public Works, PD, TPO, Polk Transit, City Planning, Parks & Rec, Multimodal Transportation Advisory Committee representatives, Polk Vision, The Bike Shop, Elderpoint Ministries, Coalition for Safe Mobility

Communication & Information**Vision:**

Our vision is to promote accurate and timely and legible information that connects residents with helpful resources to live their lives.

What We Heard :

- People want and feel that Winter Haven has free access to computers and the internet in public places such as the library, senior centers, or government buildings
- People do not feel Winter Haven has clearly displayed printed community information with large lettering
- People don't know if there is community information that is delivered in person to people who may have difficulty or may not be able to leave their home
- Largest disparity between want and have: community information that is delivered in person to people who may have difficulty or may not be able to leave their home

Background & Next Steps:

The Winter Haven Community has many exciting activities and growth going on. There is something for everyone with many activities geared towards different interests and age groups. Winter Haven truly is an event driven community with multiple events going on almost any weekend. The Senior Center and Library officially and unofficially serve as Communitywide Resource Centers. In Winter Haven, there are many senior housing communities or complexes. Many of these communities/complexes have a central home owners association or management/activities entity. These groups should help provide a centralized clearing house for senior related information applicable to their particular needs and audience. This should include specific resources as well as how their residents would like to receive their information. Utilizing apps such as Nextdoor for more established neighborhoods also helps gets information in and out. Perhaps the City and local business community can create a "welcome wagon" type package highlighting links to information and local resources to distribute to new residents when they establish utility accounts. In our conversations with various focus groups and data gathering, residents mentioned that there are many community calendars (e.g. Chamber, City, NewsSplash, Main Street, different local magazines/papers and civic groups). It is next to impossible to keep one master community calendar highlighting every public and private event and resource in the Community. That is why as much coordination between entities on calendars as well as ensuring that current and new residents know where to find the information they are looking for, whether it is public or private based. Another strategy amongst focus groups participants was to help highlight local resources who are already in place such as local high school and college sporting events. Additionally, there is an over 55 Band at Polk State College that can be highlighted. As with Age Friendly Design Guidelines, there are guidelines that can help make communications more age friendly. These guidelines can be applicable to printed items, social media, websites, etc. Working with Community leaders to evaluate our current websites and printed items to ensure that they are up to the latest age friendly communication/readability standards should be a priority.

Goals and Action Steps:

STRATEGIES/ ACTIONS	INDICATORS
Increase the reach/ outreach of accurate, relevant community activities to homebound persons via a range of formats	
<ul style="list-style-type: none">• Inventory of community services providing relevant senior information	Creation of list of current community organizations sharing information

<ul style="list-style-type: none"> Ensure community information is distributed via multiple formats and platforms 	Number of providers distributing information electronically and to homebound persons
Consolidate age-friendly community information into one resource	
<ul style="list-style-type: none"> Create a senior focused newsletter 	Creation of newsletter Number of sites/ persons signed up for newsletter
Promote easy to read methods for all community information graphics	
<ul style="list-style-type: none"> Create guidelines for age-friendly communication standards and distribute to communication partner 	Creation of guidelines and distribution to community partners Number of community resources adopting age-friendly communication standards

Potential Participating Partners Include:

City & Community Communication Managers, Main Street Winter Haven, Winter Haven Chamber of Commerce, City IT, Parks & Rec Marketing, WH Sun, The Ledger, Meals on Wheels

Next Steps:

The items above and contained within the Plan are simply strategies to help continue to make Winter Haven an Age Friendly Place for the next 2, 5, 10 and twenty years. Groups are already implementing and working on many of these topics. The Plan helps to highlight these items and bring them to the forefront. Many of the recommendations and follow up items are a direct result of input from these groups. The plan will be presented to the City Commission and local leaders in early 2019 for adoption and buy in. The Committee will recommend that the plan be formally endorsed by the City Commission and request a City Commission representative be appointed to the Committee. Each Domain will be assigned to a Domain Leader to work towards implementation of items within the Action Plan.

Age Friendly Winter Haven will then continue to meet on a quarterly basis. Progress on each Domain will be reviewed on a quarterly basis and an annual meeting will be held in 2019 to review progress and direction on the overall Action Plan and Winter Haven Age Friendly Process.

Appendices Attached:

- 1.Data Analysis- this is a detailed report and analysis of data from the 355 surveys completed.
2. Age Friendly Outdoor Spaces, Building and Transportation Design Checklists – these checklists should be used as general guidelines when planning renovations or new projects in and around the City.
3. Community Demographics



Community Survey Results

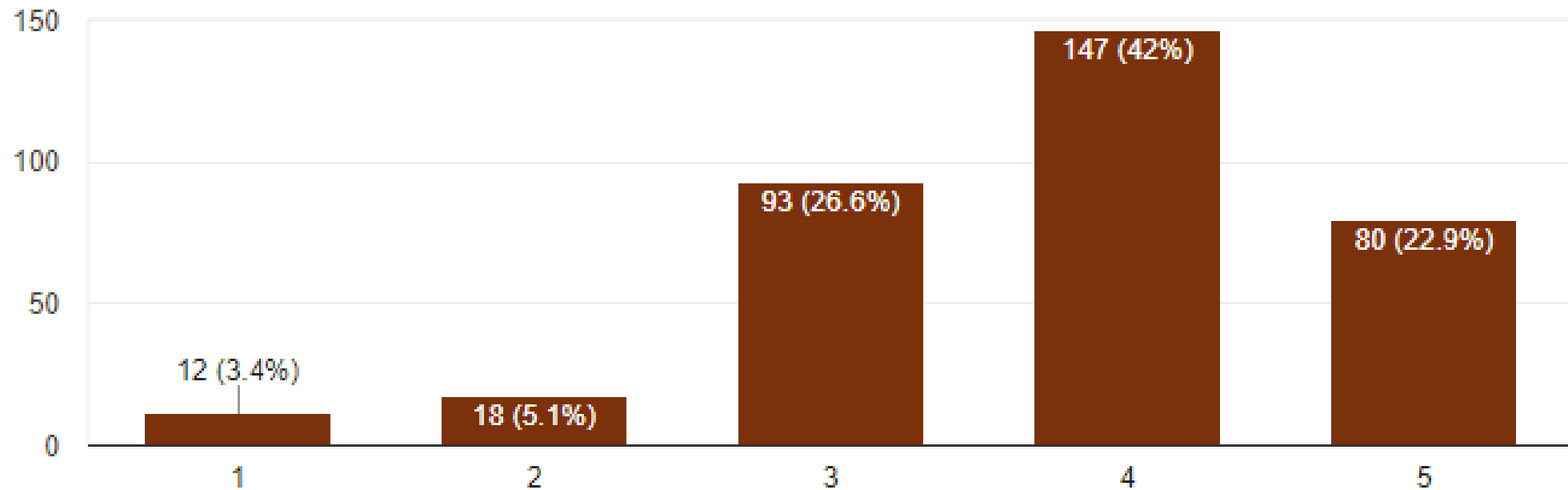
April 26, 2018

Housing

Age-Friendly Winter Haven Survey Results

How would you rate the Winter Haven community as a place for people to live as they age?

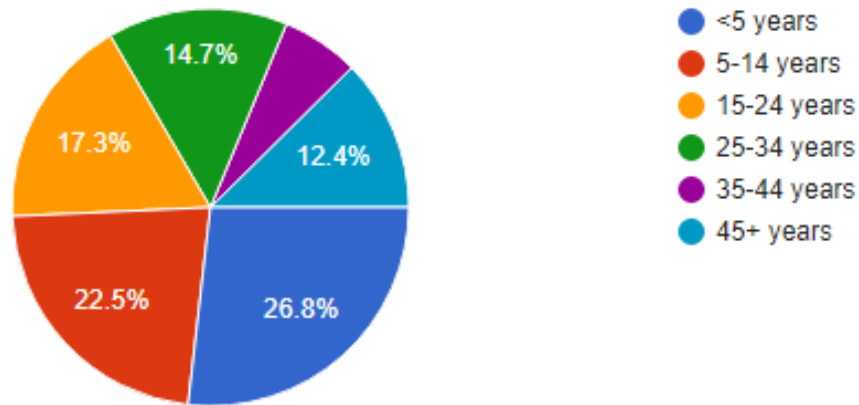
350 responses



Age-Friendly Winter Haven Survey Results

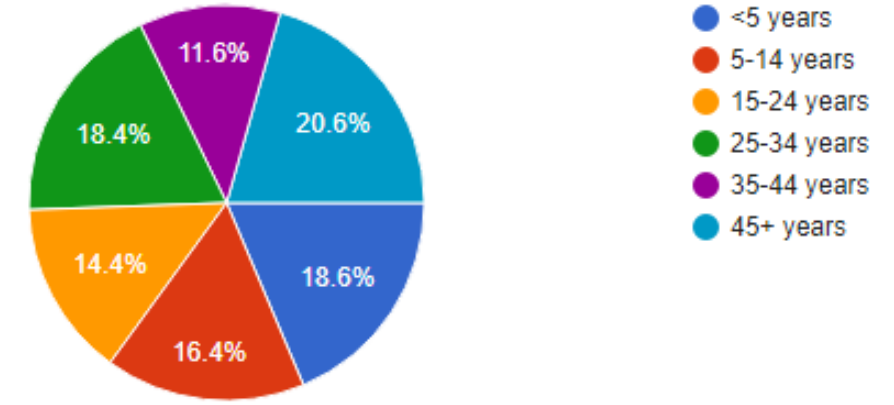
How long have you lived in Winter Haven?

347 responses



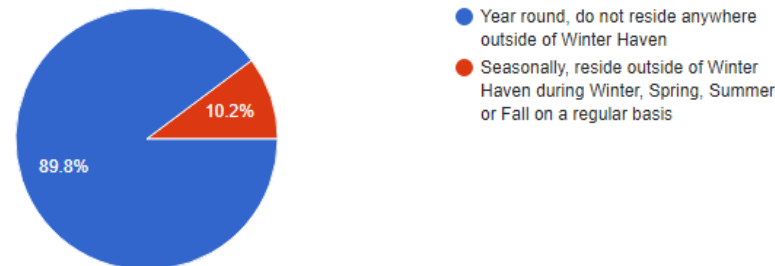
How long have you lived in Polk County?

354 responses



Some people reside in places outside of their state for part of the year. Which of the following describes how you reside in Florida, specifically Winter Haven?

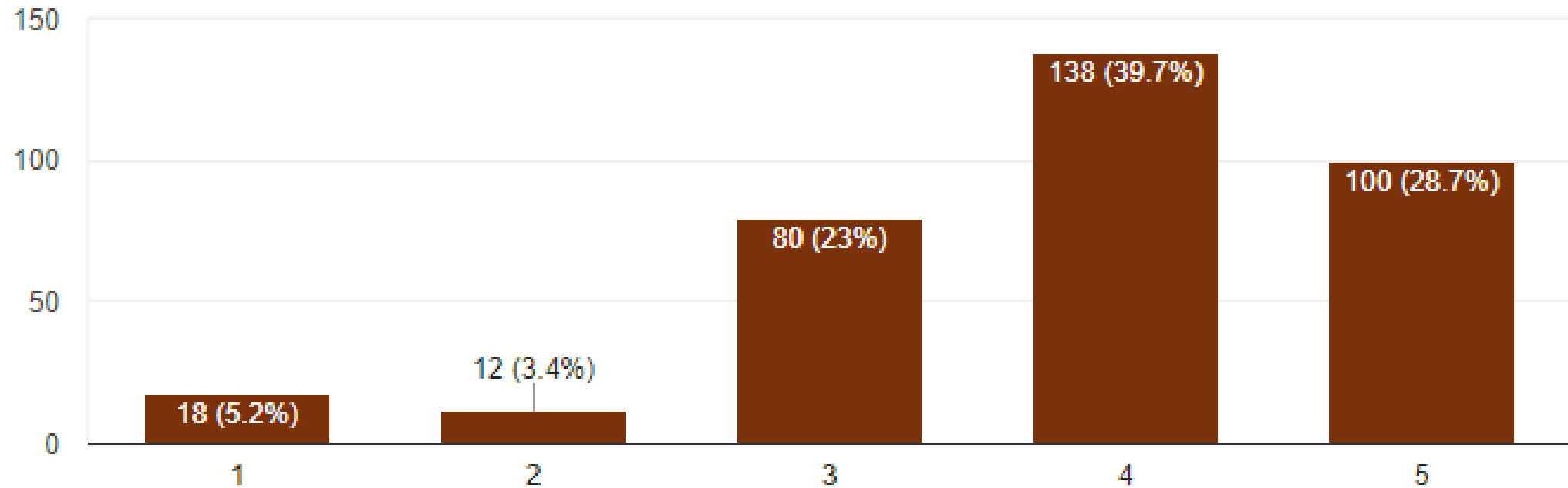
342 responses



Age-Friendly Winter Haven Survey Results

How important is it for you to remain in Winter Haven as you age?

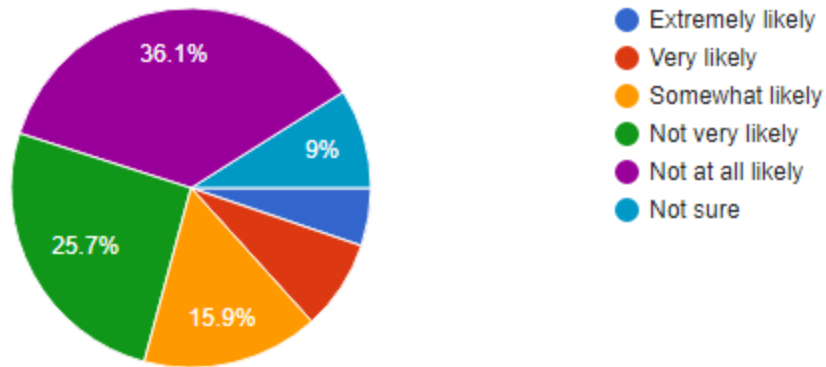
348 responses



Age-Friendly Winter Haven Survey Results

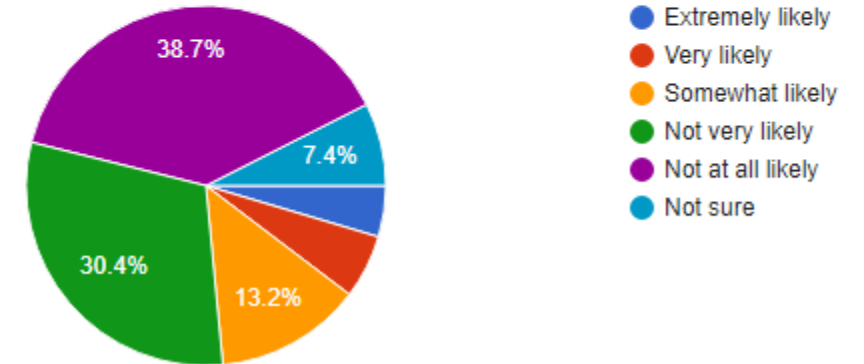
Thinking about your retirement years when you do not work at all for pay, how likely is it that you will move to a different home in Winter Haven?

346 responses



Thinking about your retirement years when you do not work at all for pay, how likely is it that you will move to a different home outside of Winter Haven?

349 responses

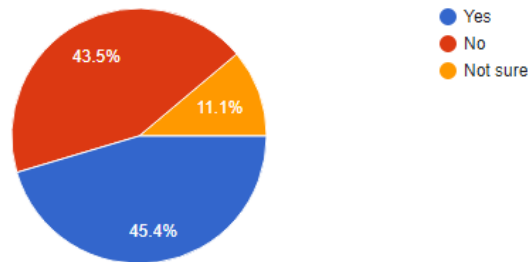


Age-Friendly Winter Haven Survey Results

If you were to consider moving out of Winter Haven during your retirement when you do not work at all, would the following factors impact your decision to move?

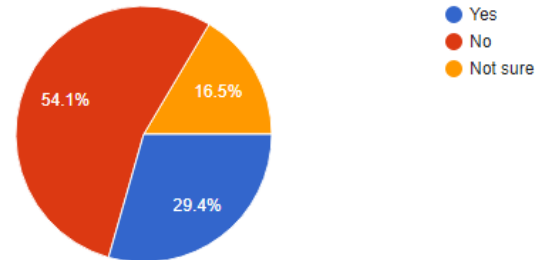
Looking for a different home size that meets your needs

315 responses



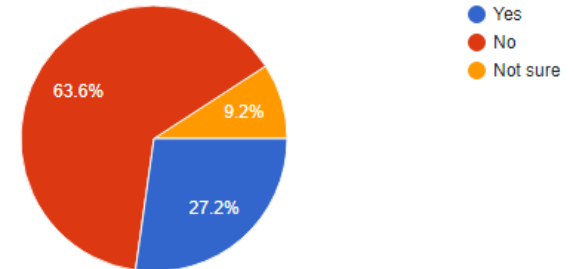
Maintaining your current home will be too expensive

316 responses



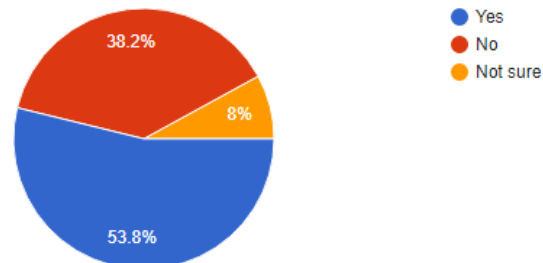
Fearing for your personal safety or security concerns

316 responses



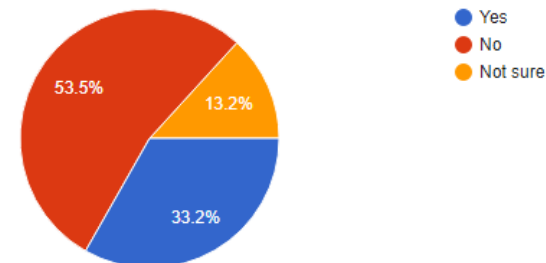
Looking for a home that will help you live independently as you age

314 responses



Wanting to move to an area that has better healthcare facilities

310 responses

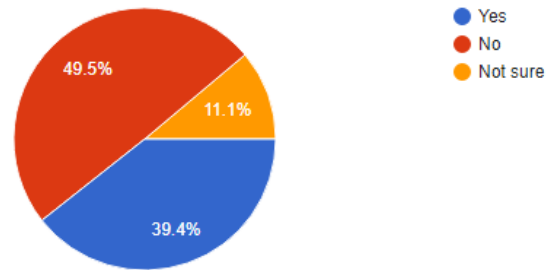


Age-Friendly Winter Haven Survey Results

If you were to consider moving out of Winter Haven during your retirement when you do not work at all, would the following factors impact your decision to move?

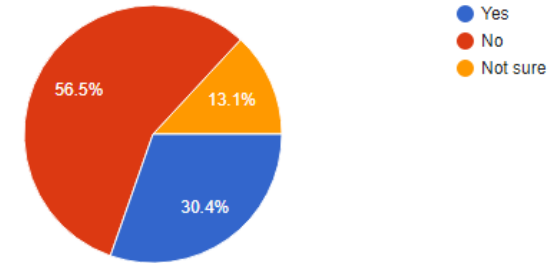
Wanting to be closer to family

315 responses



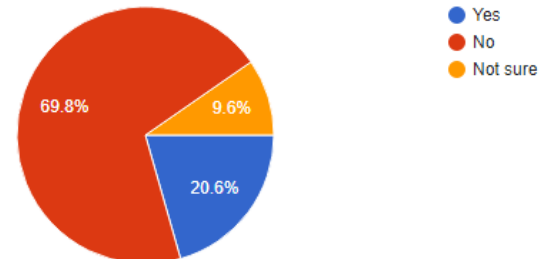
Needing more access to public transportation

313 responses



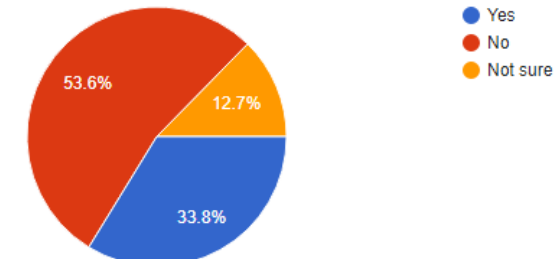
Wanting to live in a different climate

311 responses



Looking for an area that has a lower cost of living

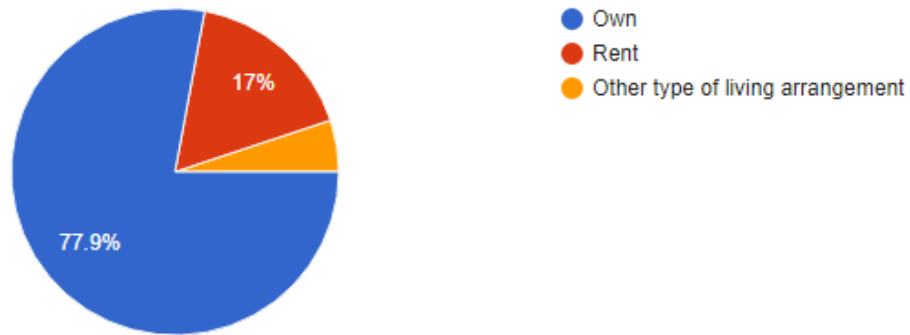
308 responses



Age-Friendly Winter Haven Survey Results

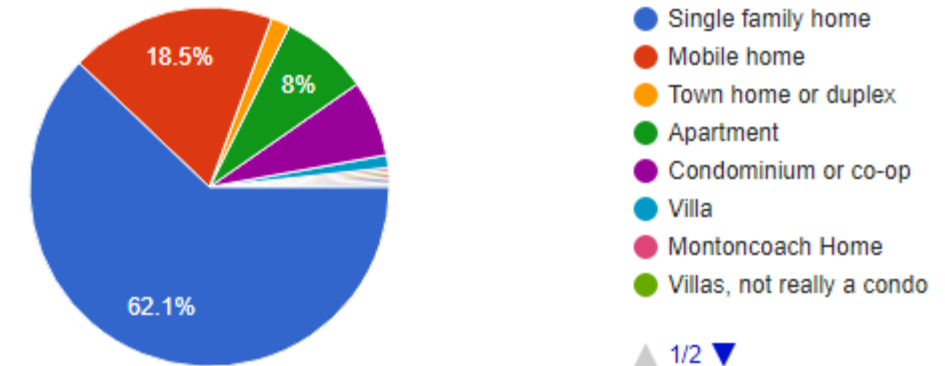
Do you own or rent your primary home, or do you have some other type of living arrangement, such as living with a family member or friend?

353 responses



What type of home is your primary home?

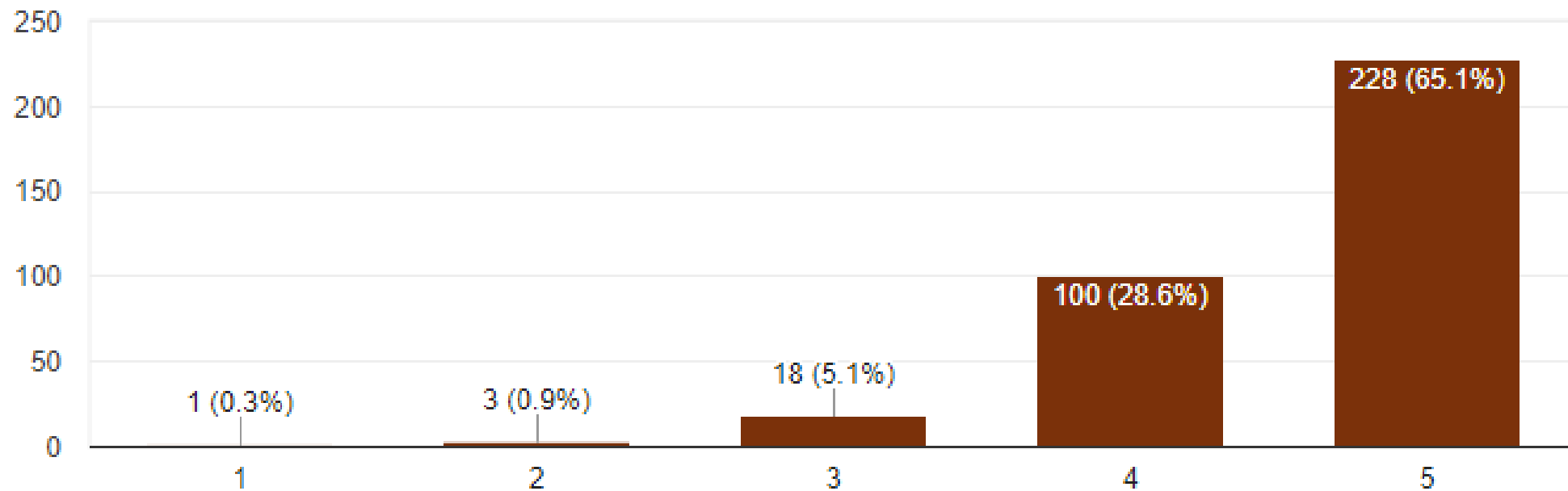
351 responses



Age-Friendly Winter Haven Survey Results

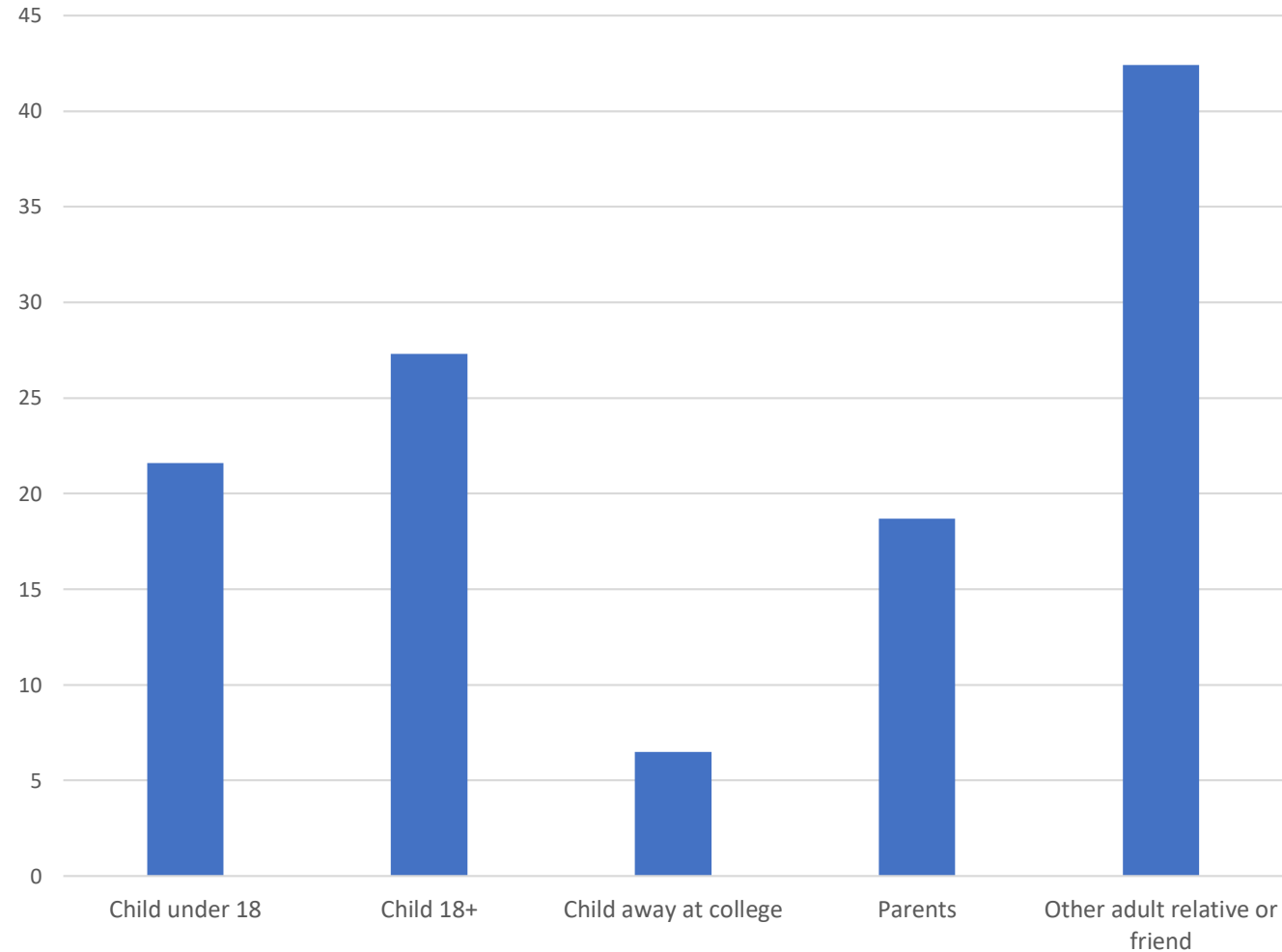
How important is it for you to be able to live independently in your own home as you age?

350 responses



Age-Friendly Winter Haven Survey Results

Besides yourself, do you have any of the following people living in your household?

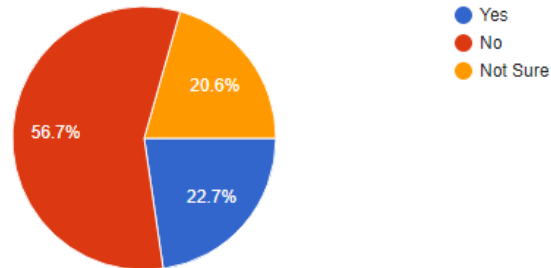


Age-Friendly Winter Haven Survey Results

People sometimes make modifications to their home so they can stay there as they age. Do you think you will need to make the following types of modifications or improvements to your home to enable you to stay there as you age?

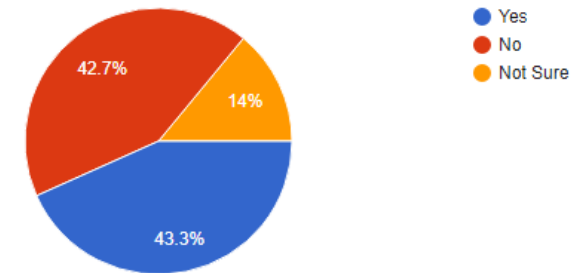
Easier access into or within your home such as a ramp, chairlift, or wider doorways

335 responses



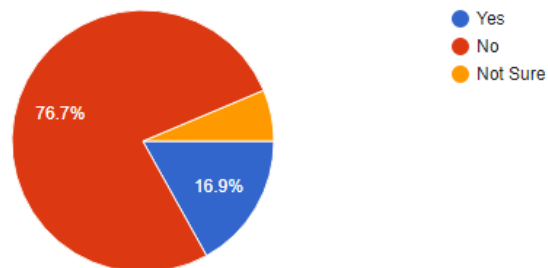
Bathroom modifications such as grab bars, handrails, a higher toilet or non-slip tiles

335 responses



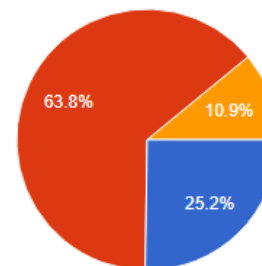
Putting a bedroom, bathroom, and kitchen on the first floor

331 responses



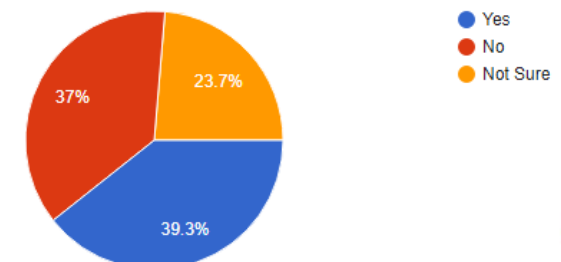
Improve lighting

329 responses



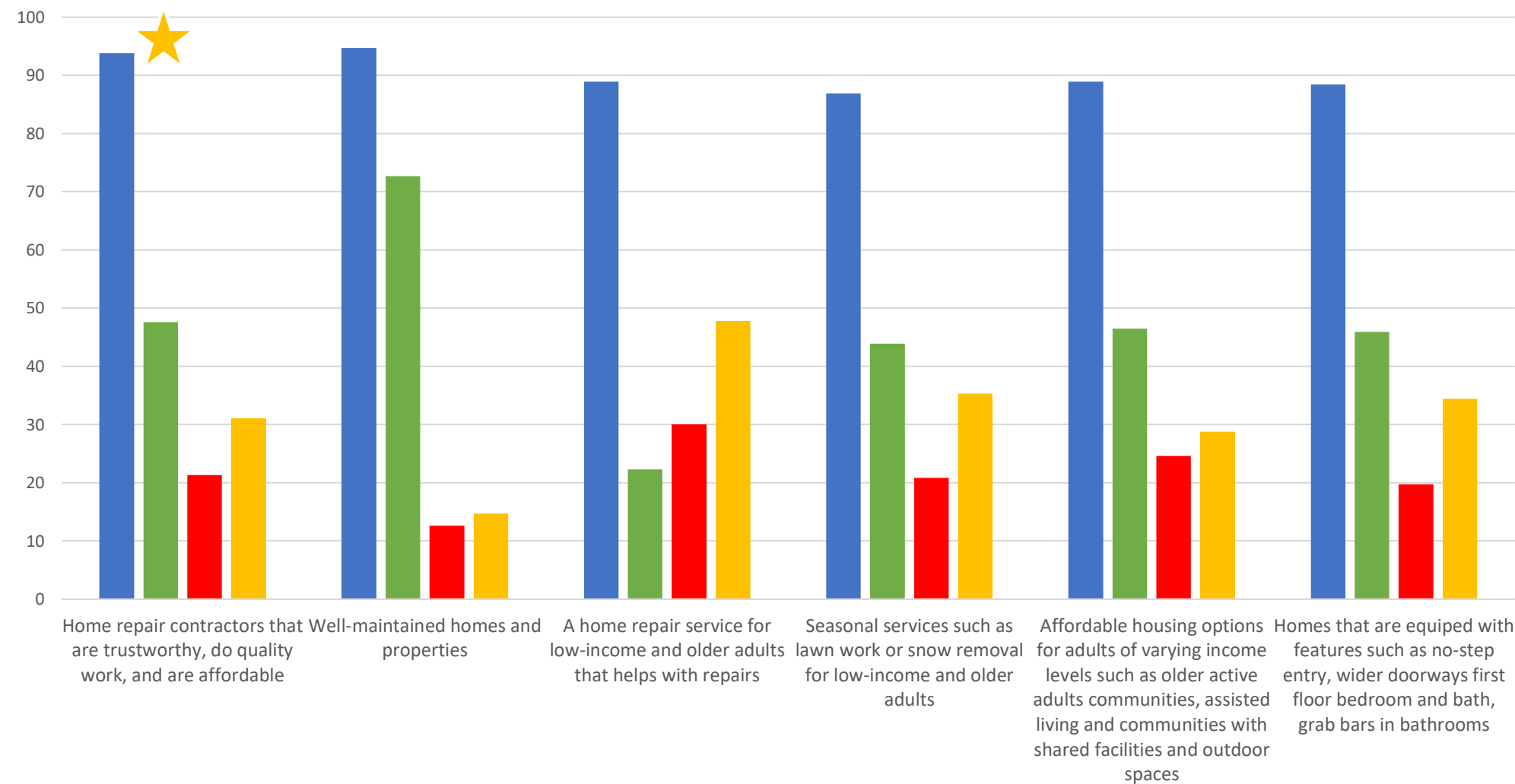
Installing a medical emergency response system that notifies others in case of an emergency

338 responses



Age-Friendly Winter Haven Survey Results

Housing



Most "Extremely Important" (5) rankings



How Important (sum of 4&5 rankings)



Does Winter Haven have it? Yes



No



Not Sure

Age-Friendly Winter Haven Survey Results

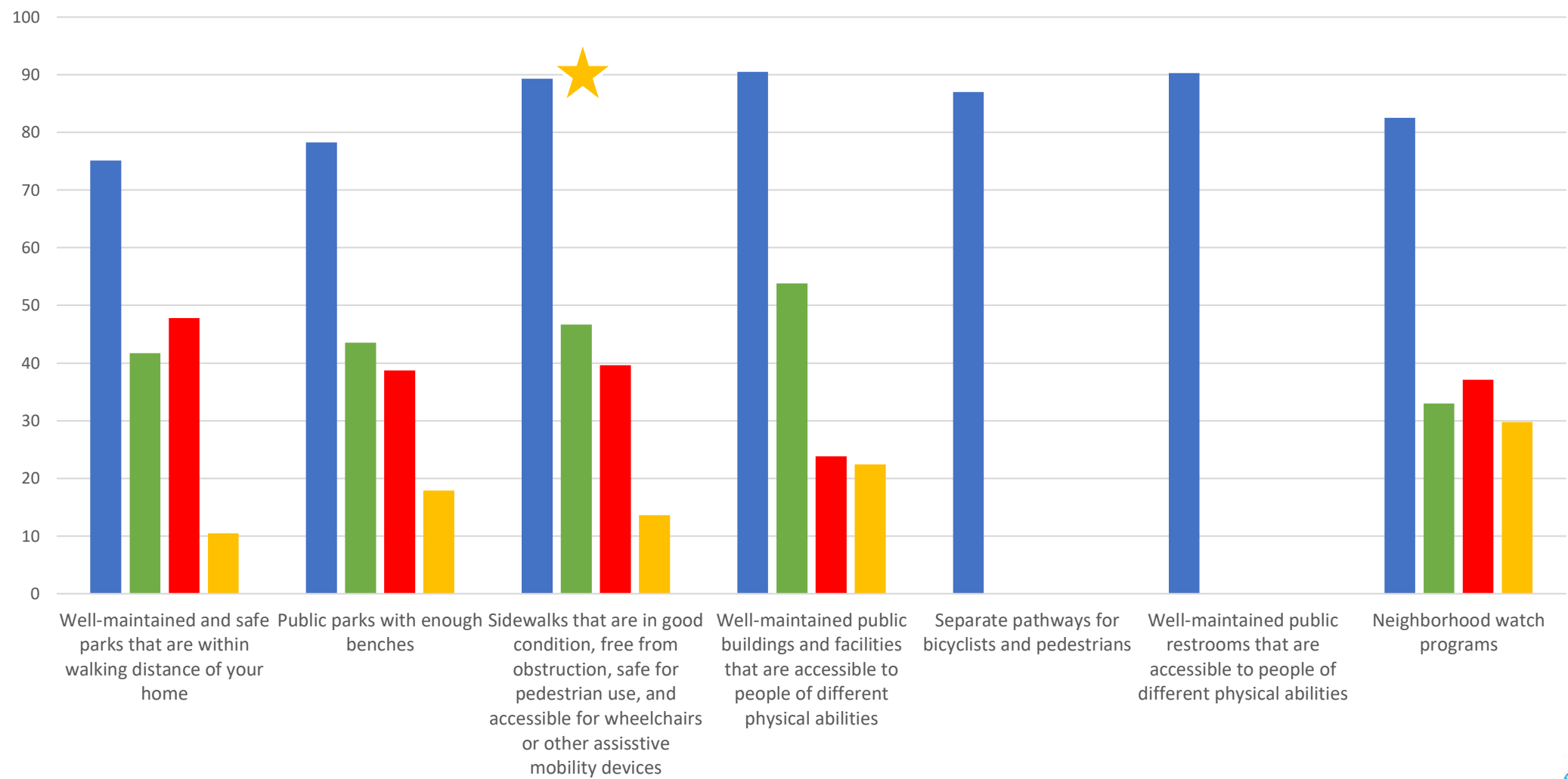
Housing Summary:

- People mostly want and feel that Winter Haven has well-maintained homes and properties
- People do not feel Winter Haven has affordable housing options for varying incomes and varying levels of care
- People don't know if there is a home-repair service for low-income and older adults
- Largest disparity between want and have: home-repair service for low-income and older adults
- Smallest disparity: well-maintained homes and properties

Outdoor Spaces and Buildings

Age-Friendly Winter Haven Survey Results

Outdoor Spaces and Buildings



Most "Extremely Important" (5) rankings



How Important (sum of 4&5 rankings)



Does Winter Haven have it? Yes



No



Not Sure

Age-Friendly Winter Haven Survey Results

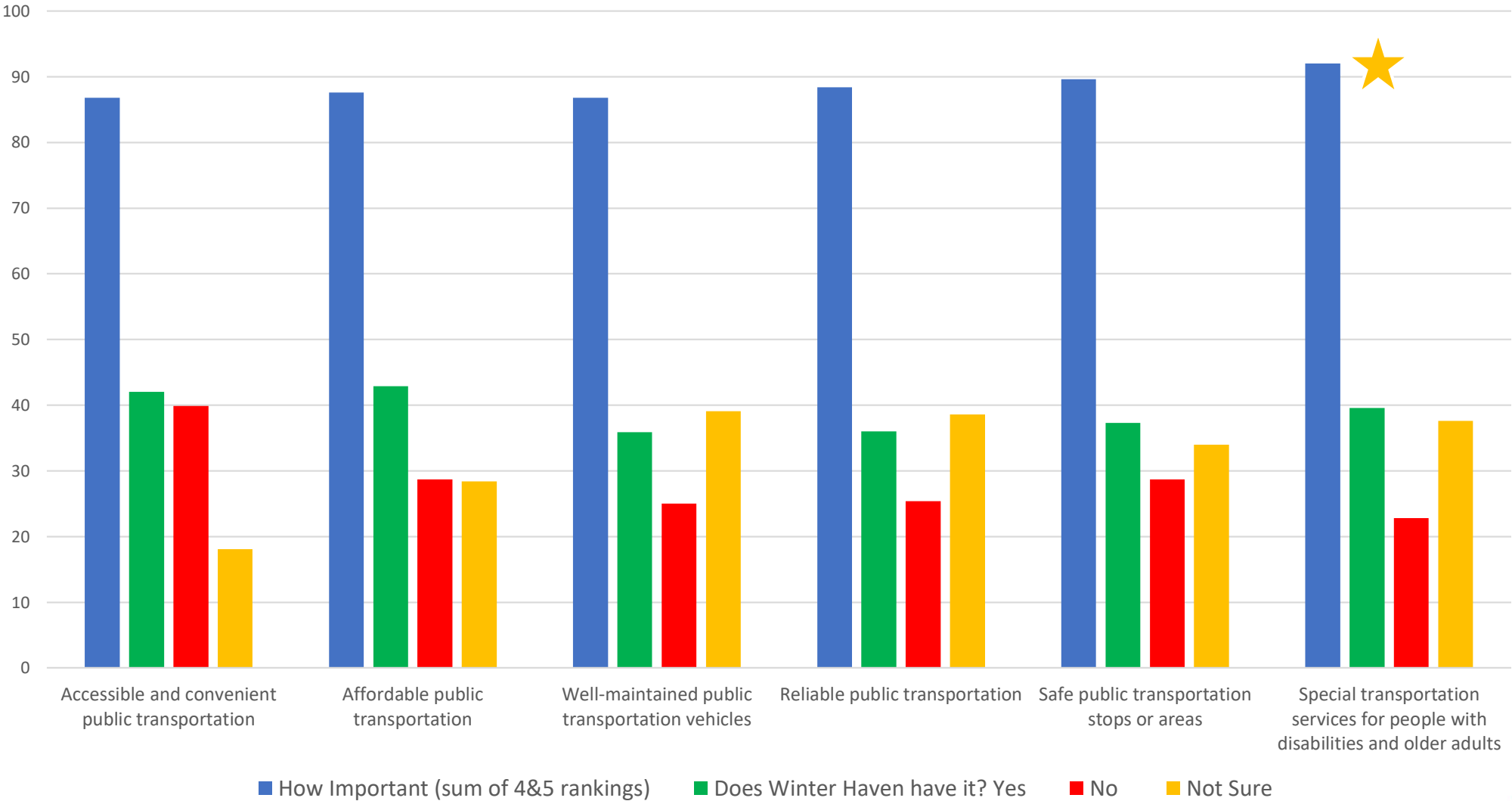
Outdoor Spaces and Buildings Summary:

- People mostly want and feel that Winter Haven has well-maintained public buildings and facilities that are accessible to people of different physical abilities
- People do not feel Winter Haven has well-maintained and safe parks that are within walking distance of your home, but it's also the least important category
- People don't know if there are neighborhood watch programs
- Largest disparity between want and have: neighborhood watch programs
- Smallest disparity: well-maintained and safe parks that are within walking distance of your home

Transportation & Streets

Age-Friendly Winter Haven Survey Results

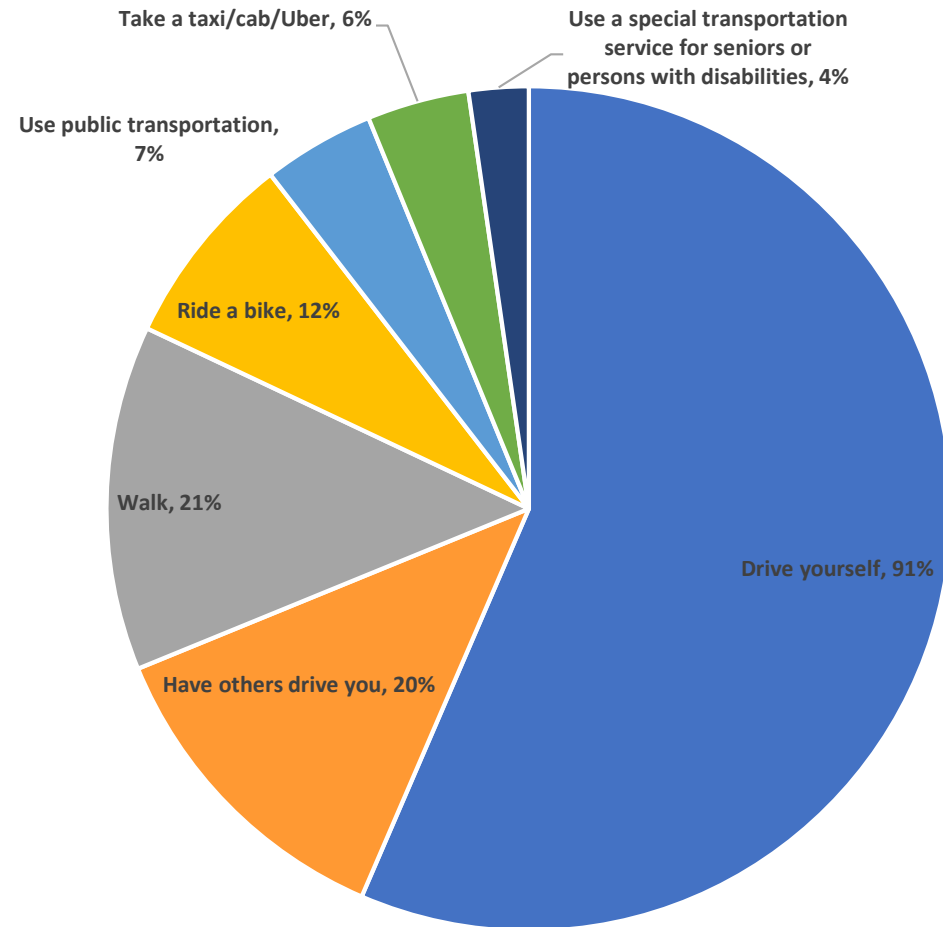
Transportation



★ Most “Extremely Important” (5) rankings

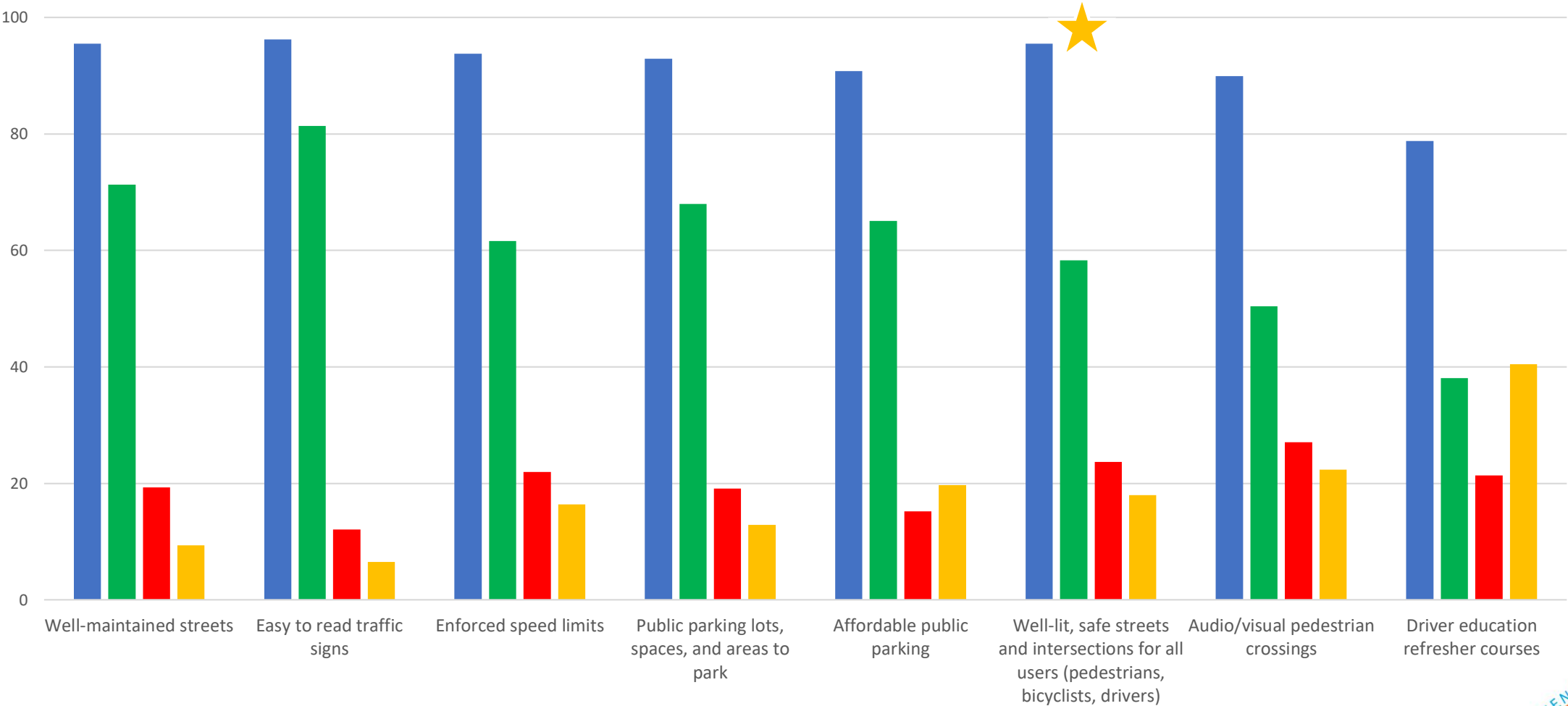
Age-Friendly Winter Haven Survey Results

How do you get around for things like shopping, visiting the doctor, running errands, or going to other places?



Age-Friendly Winter Haven Survey Results

Streets



★ Most “Extremely Important” (5) rankings

■ How Important (sum of 4&5 rankings) ■ Does Winter Haven have it? Yes ■ No ■ Not Sure

Age-Friendly Winter Haven Survey Results

Transportation and Streets Summary:

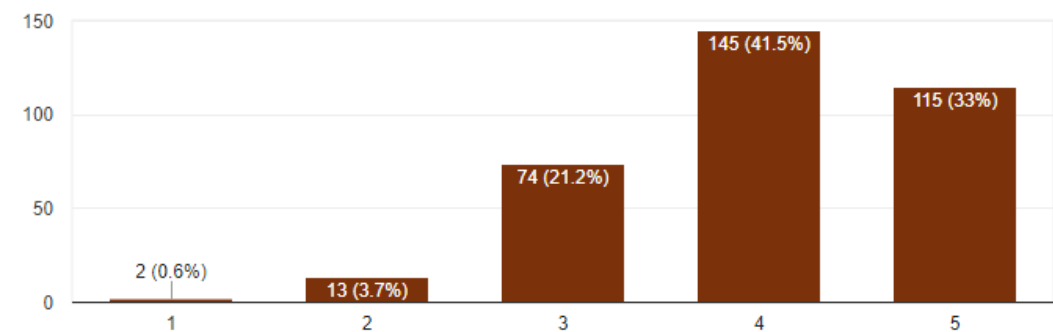
- Most “extremely important” category: well-lit, safe streets and intersections for all users
- People mostly want and feel that Winter Haven has easy to read traffic signs
- People do not feel Winter Haven has accessible and convenient public transportation
- People don’t know if there are driver education refresher courses available
- Largest disparity between want and have: reliable public transportation and special transport services
- Smallest disparity: easy to read traffic signs

Health & Wellness

Age-Friendly Winter Haven Survey Results

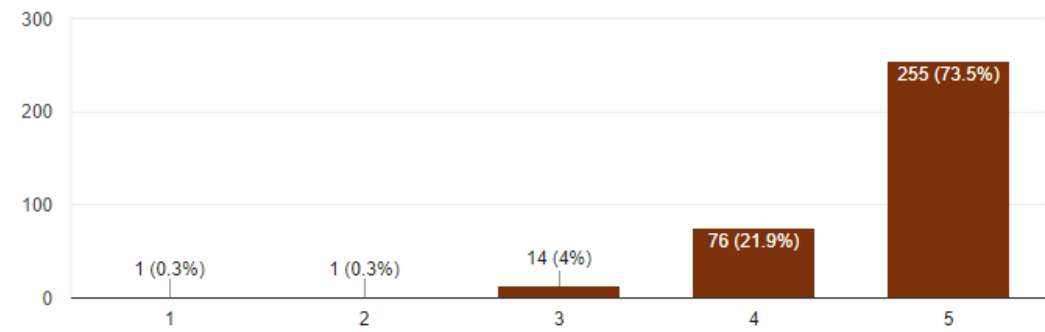
In general, when compared to most people your age, how would you rate your health?

349 responses



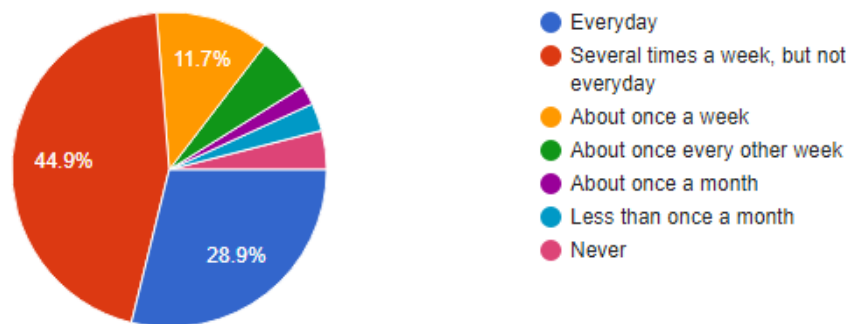
How important is it to you to remain physically active for as long as possible?

347 responses



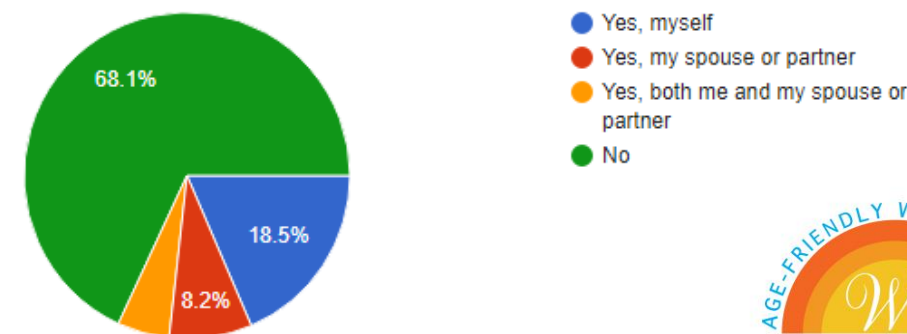
How often do you engage in some form of physical exercise, such as walking, running, biking, swimming, sports, strength training, yoga, or stretching?

350 responses



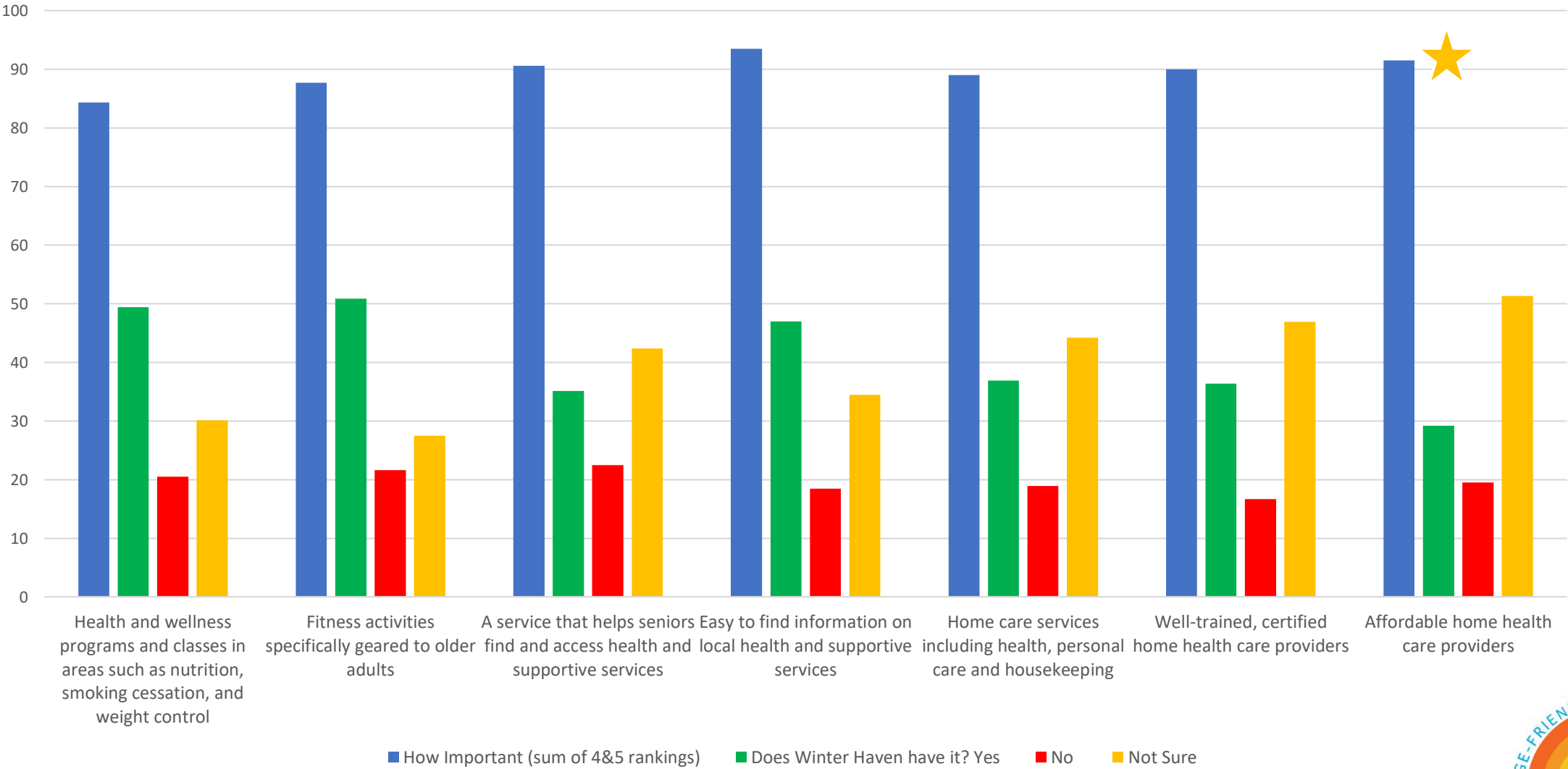
Does any disability, handicap, or chronic disease keep you and/or your spouse or partner from fully participating in work, school, housework, or other activities?

329 responses



Age-Friendly Winter Haven Survey Results

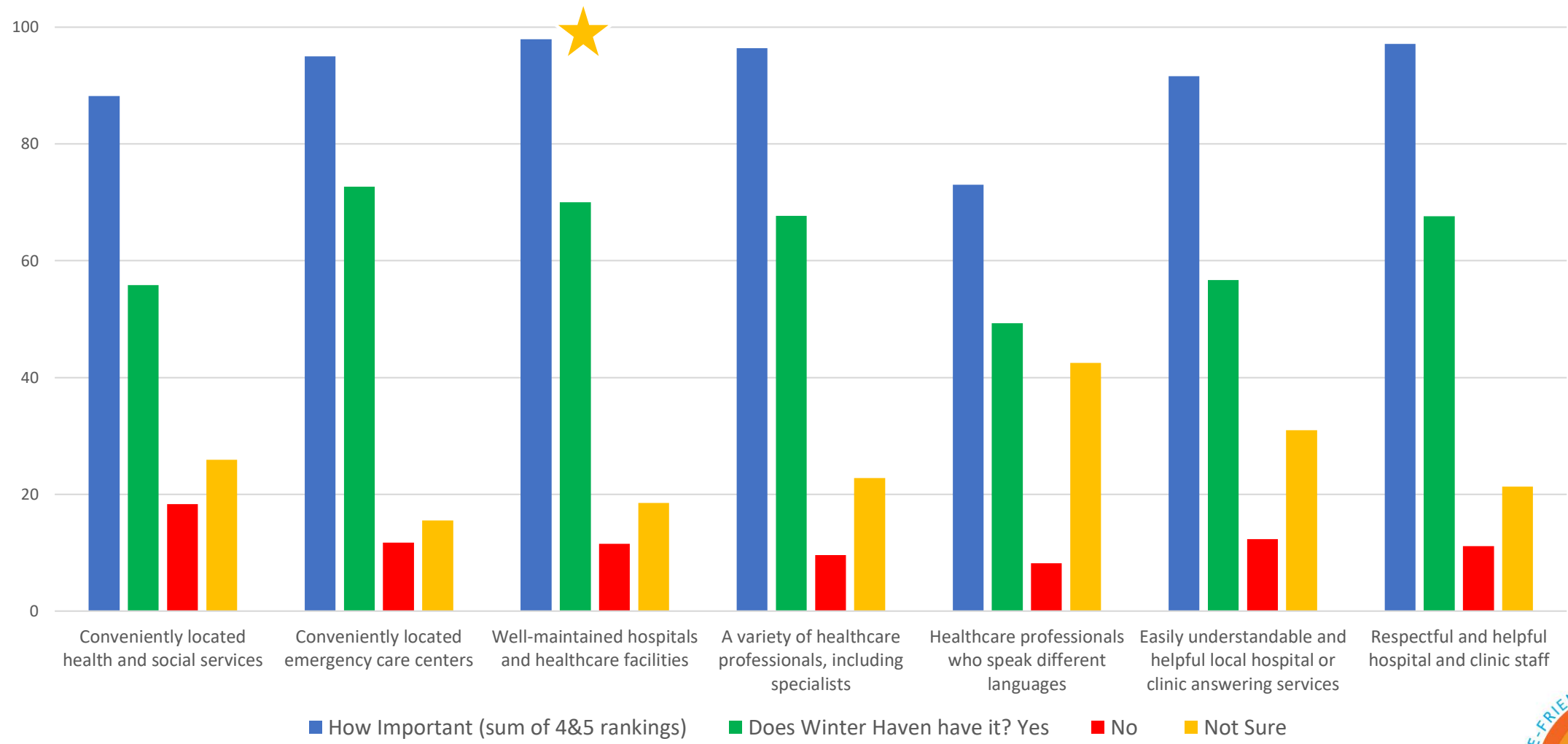
Health and Wellness



★ Most “Extremely Important” (5) rankings

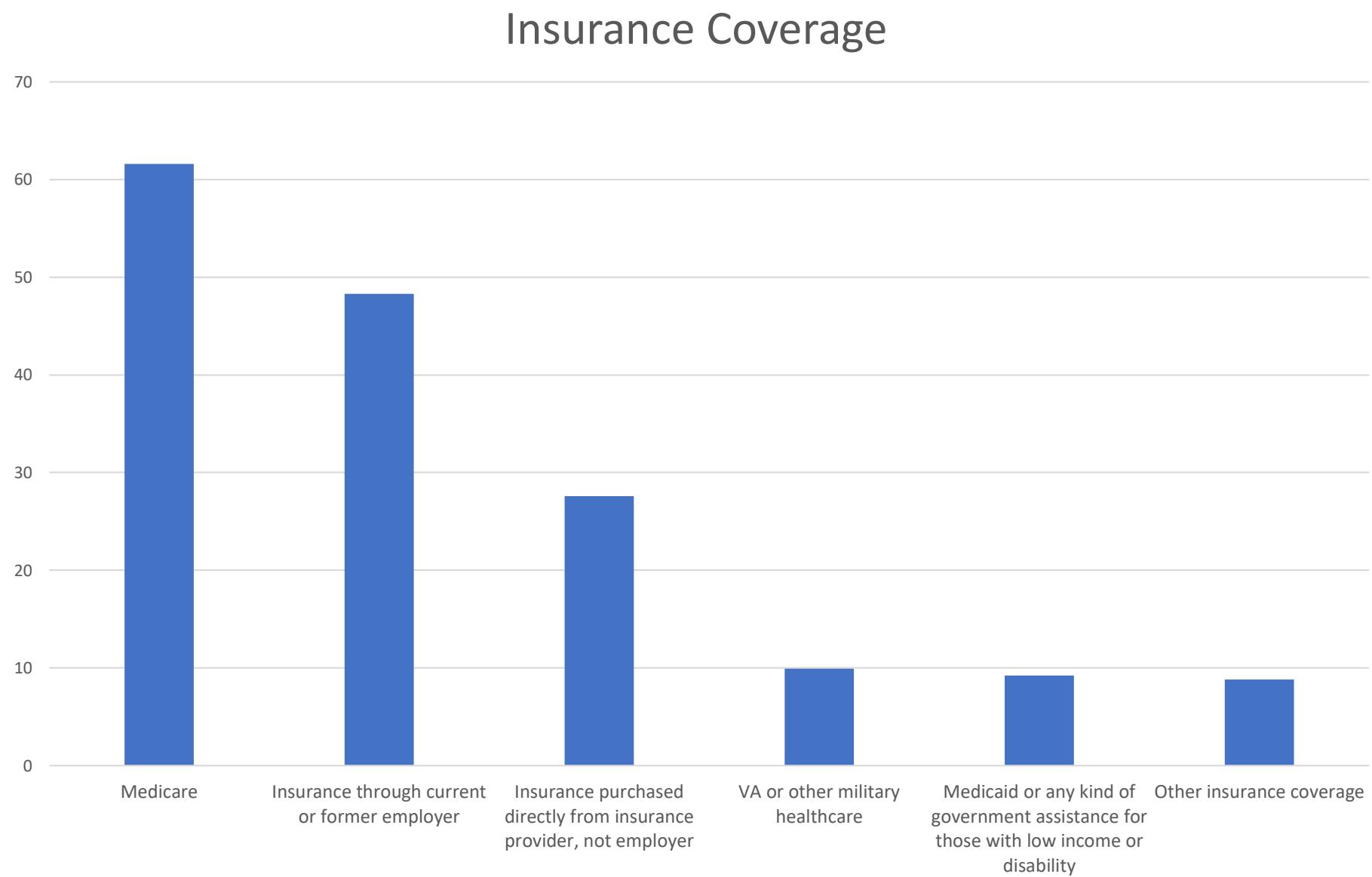
Age-Friendly Winter Haven Survey Results

Healthcare Facilities



★ Most "Extremely Important" (5) rankings

Age-Friendly Winter Haven Survey Results



Age-Friendly Winter Haven Survey Results

Health and Wellness Summary:

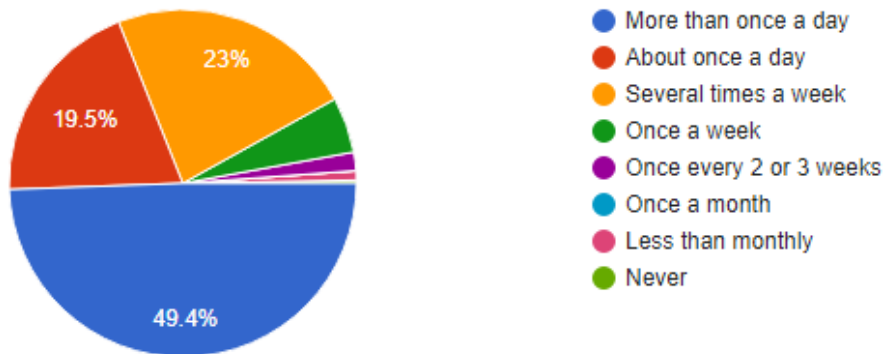
- Most “extremely important” category: well-maintained hospitals and healthcare facilities
- People feel that Winter Haven has conveniently located emergency care centers
- People do not feel Winter Haven has a service that helps seniors find and access health and supportive services
- People don’t know if there are affordable home health care providers
- Largest disparity between want and have: affordable home health care providers
- Smallest disparity: conveniently located emergency care centers

Social Participation, Inclusion, and Education Opportunities

Age-Friendly Winter Haven Survey Results

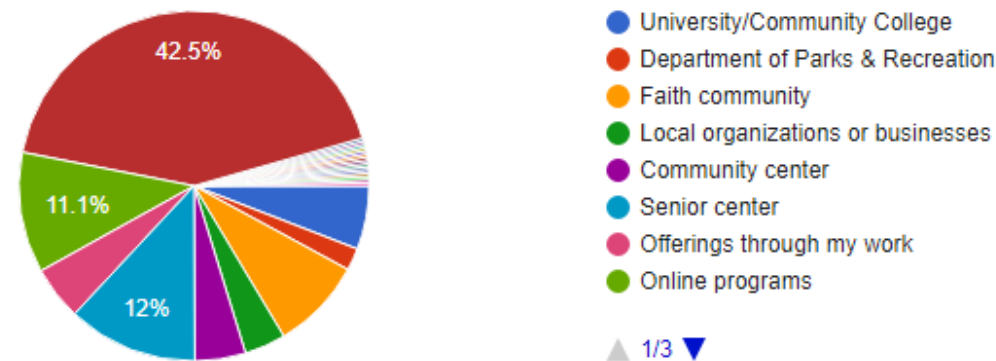
About how frequently do you interact with your friends, family, or neighbors in your community? This interaction could be by phone, in person, email or social media (e.g. Facebook)

348 responses



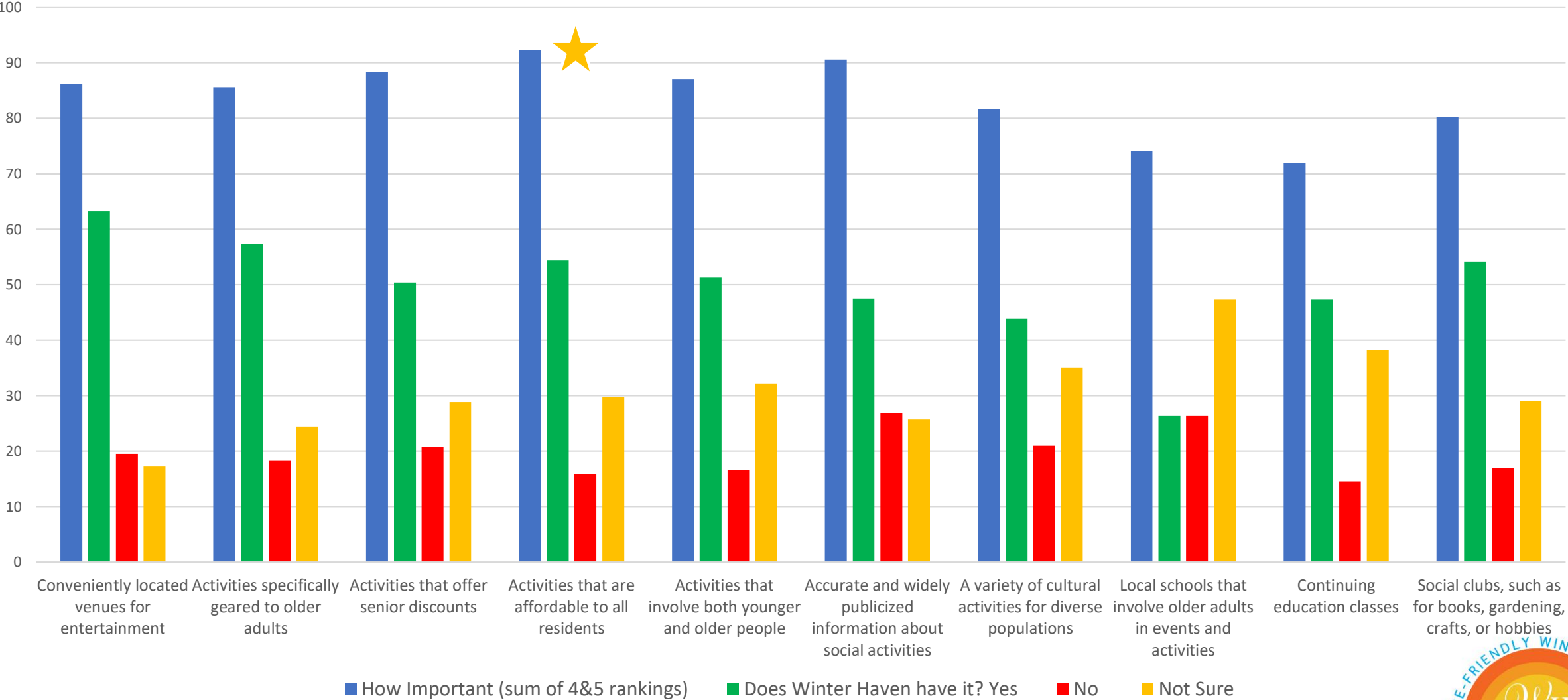
Where do you go for continuing education or self-improvement classes/workshops in Winter Haven?

341 responses



Age-Friendly Winter Haven Survey Results

Social Participation, Inclusion, and Education Opportunities



Age-Friendly Winter Haven Survey Results

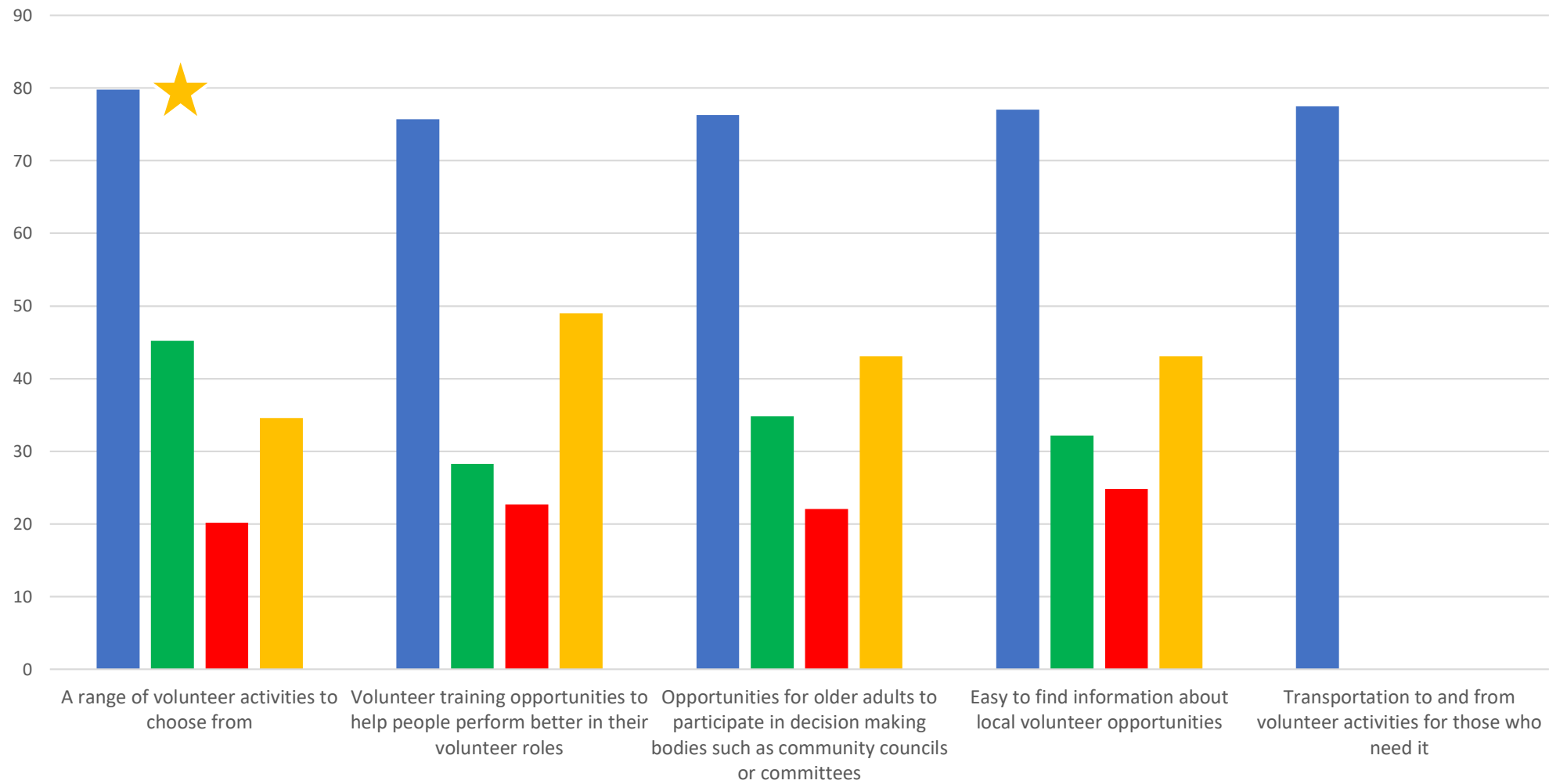
Social Participation Summary:

- Most “extremely important” category: activities that are affordable to all residents
- People feel that Winter Haven has conveniently located venues for entertainment
- People do not feel Winter Haven has accurate and widely publicized information about social activities
- People don’t know if there are local schools that involve older adults in events and activities
- Largest disparity between want and have: local schools that involve older adults in events and activities
- Smallest disparity: conveniently located venues for entertainment

Volunteering & Civic Engagement

Age-Friendly Winter Haven Survey Results

Volunteering and Civic Engagement



 Most “Extremely Important” (5) rankings

■ How Important (sum of 4&5 rankings) ■ Does Winter Haven have it? Yes ■ No ■ Not Sure

Age-Friendly Winter Haven Survey Results

Volunteer and Civic Participation Summary:

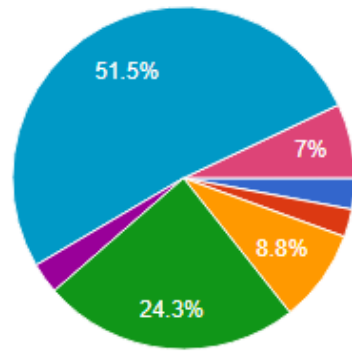
- People want and feel that Winter Haven has a range of volunteer activities to choose from
- People do not feel Winter Haven has easy to find information about local volunteer opportunities
- People don't know if there are volunteer training opportunities to help people perform better in their volunteer roles
- Largest disparity between want and have: volunteer training opportunities to help people perform better in their volunteer roles
- Smallest disparity: range of volunteer activities to choose from

Employment

Age-Friendly Winter Haven Survey Results

Which of the following best describes your current employment status?

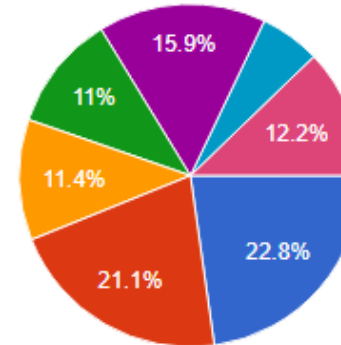
342 responses



- Self-employed, part-time
- Self-employed, full-time
- Employed, part-time
- Employed, full-time
- Unemployed, but looking for work
- Retired, not working at all
- Not in labor force for other reasons

How likely is it that you will continue to work for as long as possible, rather than choosing to retire and no longer work for pay?

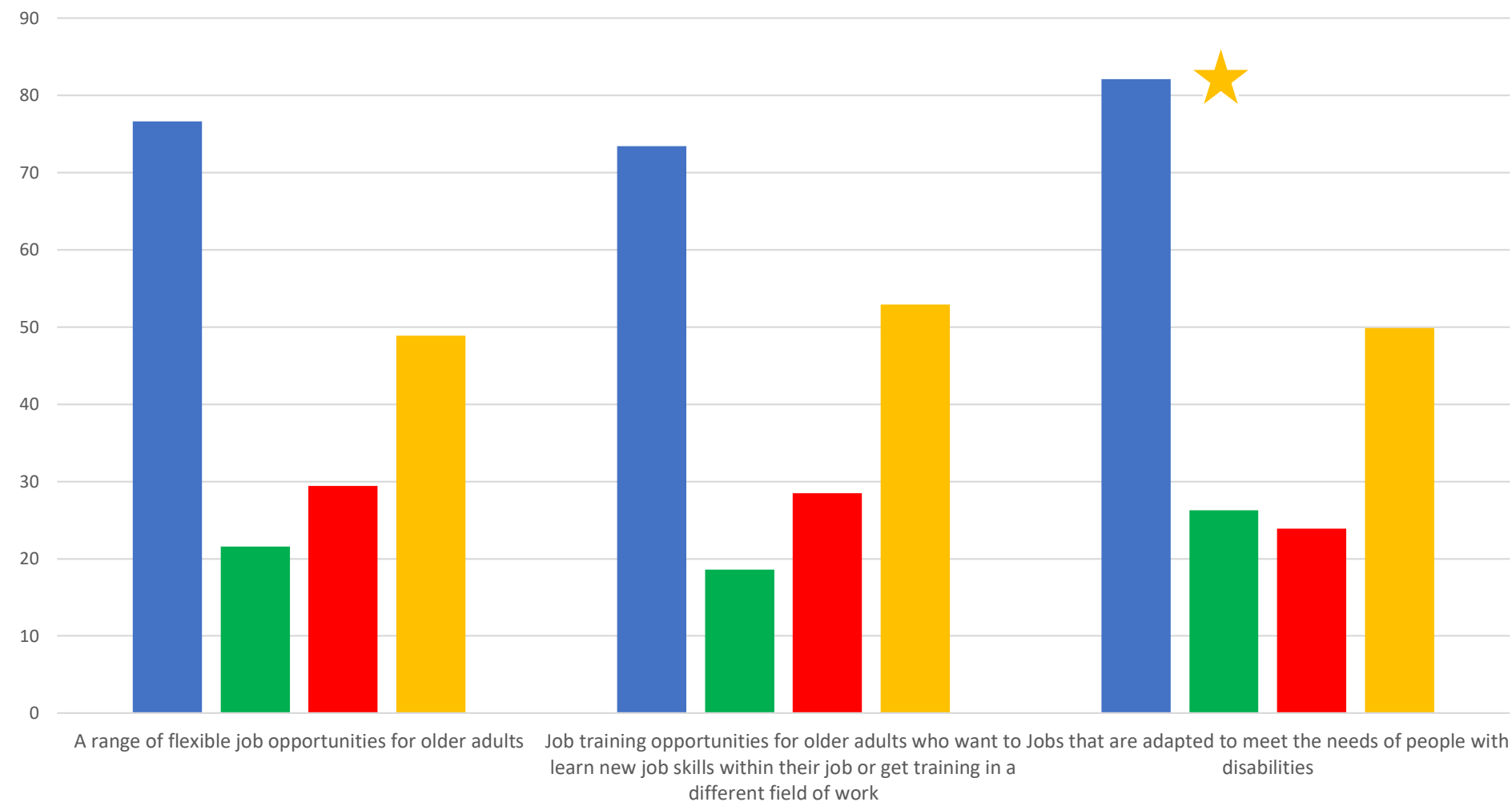
246 responses



- Extremely likely
- Very likely
- Somewhat likely
- Not very likely
- Not at all likely
- Not sure
- Not applicable

Age-Friendly Winter Haven Survey Results

Job Opportunities



Most "Extremely Important" (5) rankings



How Important (sum of 4&5 rankings)



Does Winter Haven have it? Yes



No



Not Sure

Age-Friendly Winter Haven Survey Results

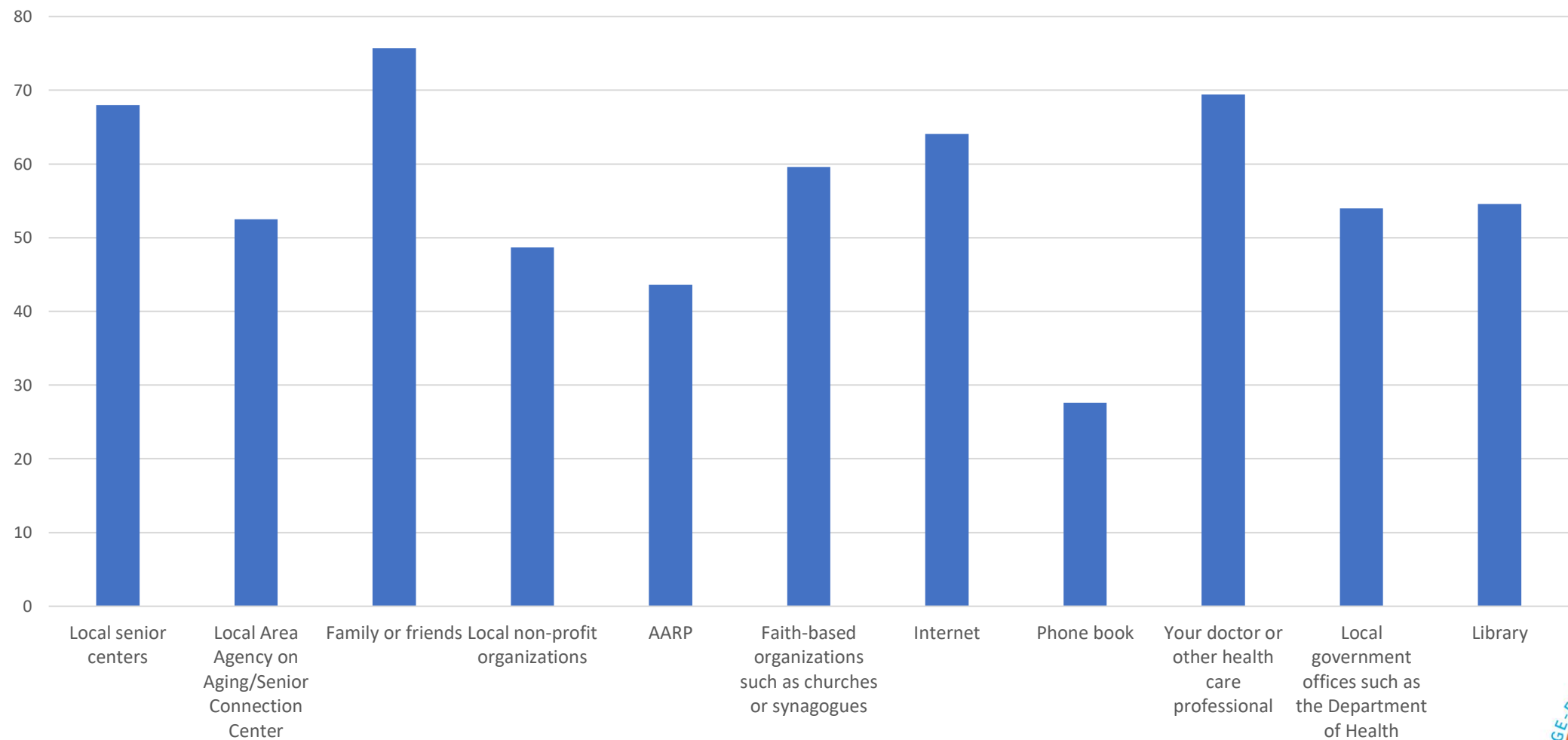
Employment Summary:

- People want and feel that Winter Haven has jobs that are adapted to meet the needs of people with disabilities, but that we need more
- People do not feel Winter Haven has a range of flexible job opportunities for older adults
- People don't know if there are job training opportunities for older adults

Communication & Information

Age-Friendly Winter Haven Survey Results

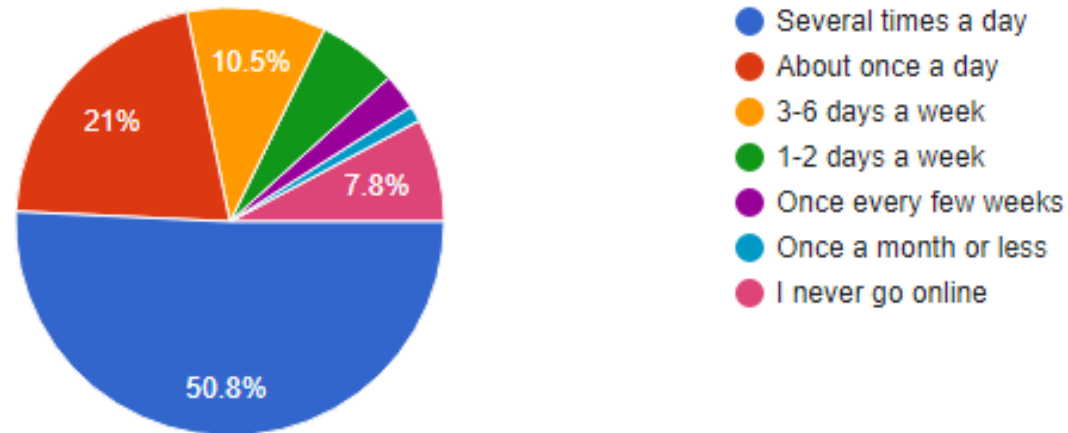
Would you turn to the following resources if you, a family member, or friend needed information about services for older adults, such as caregiving services, home delivered meals, home repair, medical transport or social activities?



Age-Friendly Winter Haven Survey Results

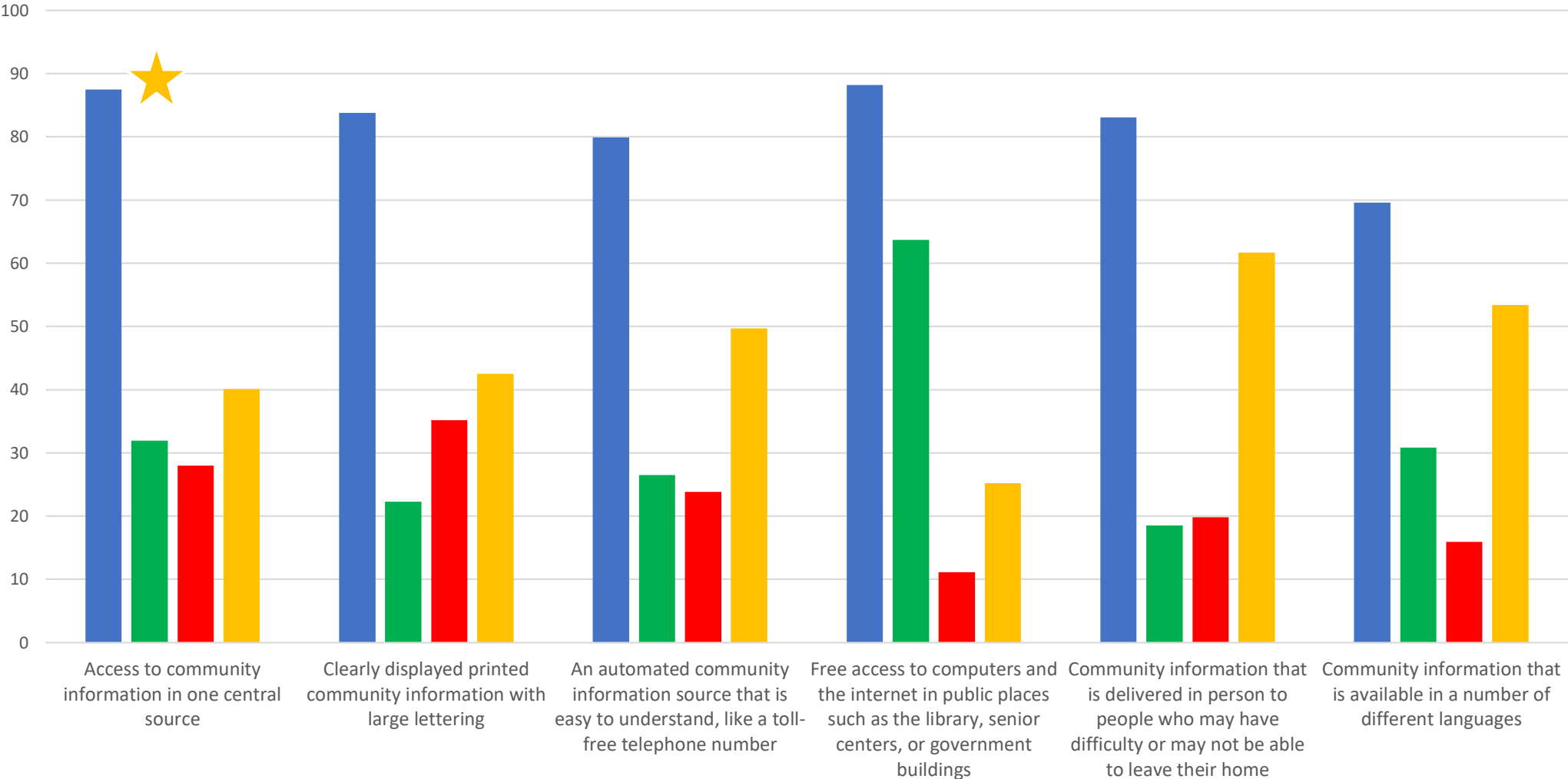
In general, how often do you go online to access the internet for things like sending or receiving email, getting news and information, paying bills or managing finances or buying products or services? This includes access from home, work, a mobile device (such as a smartphone or tablet), or someplace else.

333 responses



Age-Friendly Winter Haven Survey Results

Community Information



Most "Extremely Important" (5) rankings



How Important (sum of 4&5 rankings)



Does Winter Haven have it? Yes



No



Not Sure

Age-Friendly Winter Haven Survey Results

Communication and Information Summary:

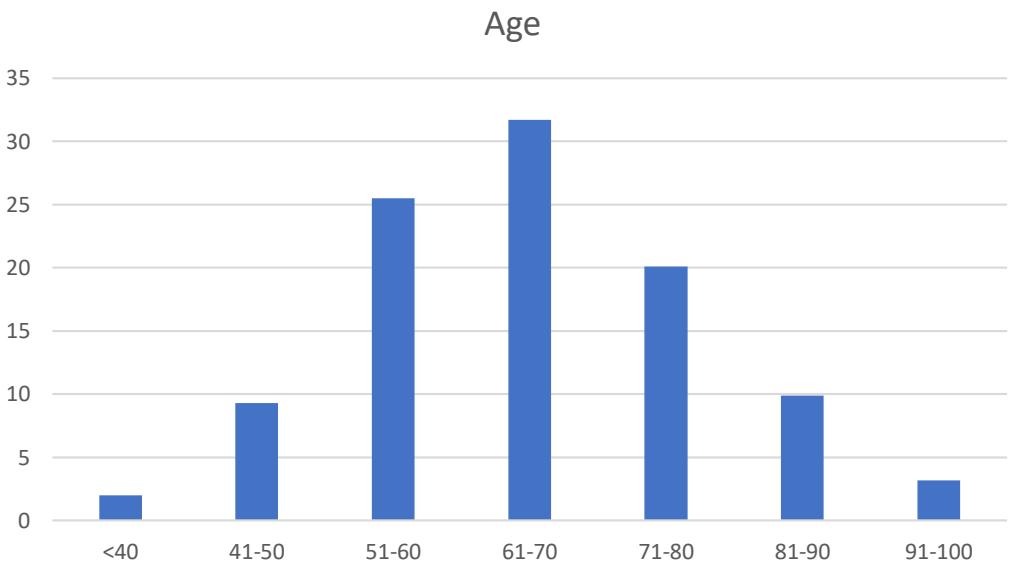
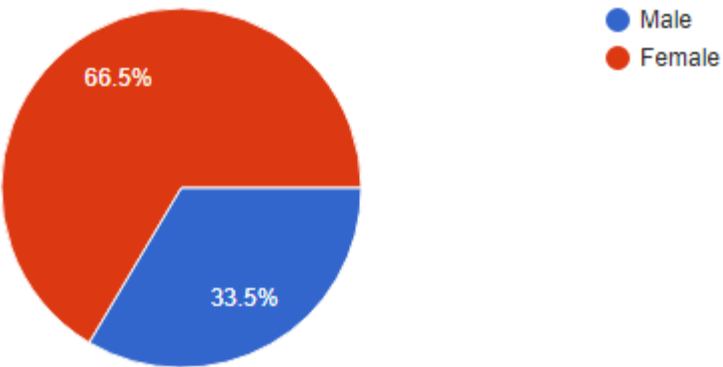
- People want and feel that Winter Haven has free access to computers and the internet in public places such as the library, senior centers, or government buildings
- People do not feel Winter Haven has clearly displayed printed community information with large lettering
- People don't know if there is community information that is delivered in person to people who may have difficulty or may not be able to leave their home
- Largest disparity between want and have: community information that is delivered in person to people who may have difficulty or may not be able to leave their home

Summary of all Domains:

- **Most important to people:**
 - Health & Wellness
 - Housing
 - Transportation & Streets
- **People are most satisfied with:**
 - Healthcare facilities and providers
 - Well-maintained streets
- **People don't feel Winter Haven has adequate:**
 - Outdoor spaces
 - Communication
 - Volunteering and Civic Engagement
- **People do not know enough about:**
 - Employment opportunities
- **Largest disparity :**
 - Employment opportunities
- **Smallest disparity:**
 - Healthcare facilities
 - Streets
 - Social Participation

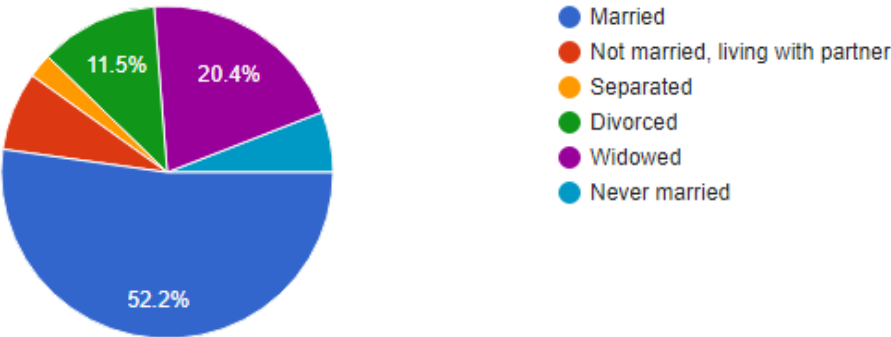
Demographics

Age-Friendly Winter Haven Survey Results



What is your current marital status?

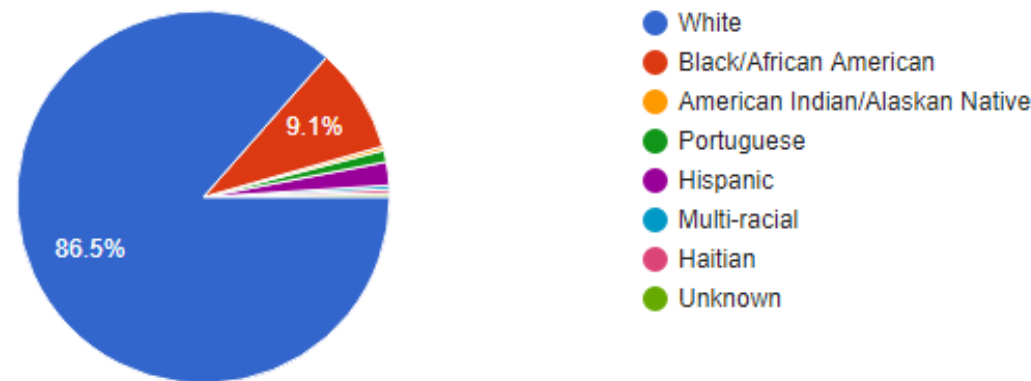
339 responses



Age-Friendly Winter Haven Survey Results

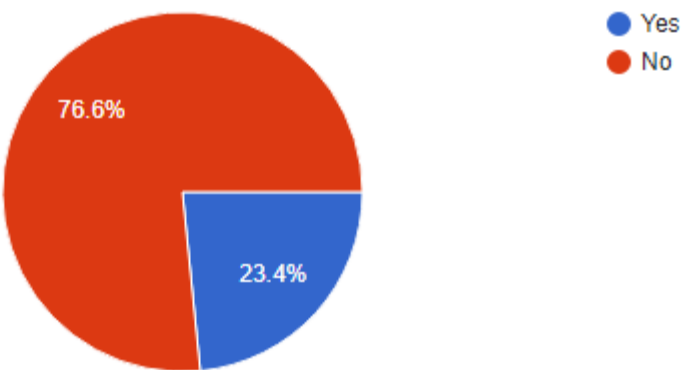
What Ethnicity Are You?

296 responses



Are you of Hispanic, Spanish, Latino origin or descent?

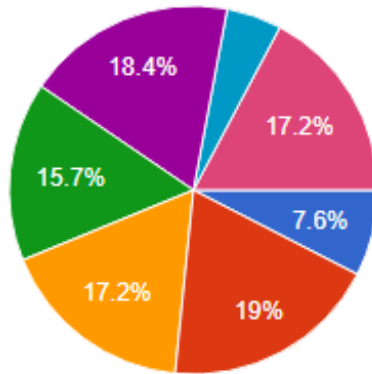
316 responses



Age-Friendly Winter Haven Survey Results

What is the highest level of education you have completed?

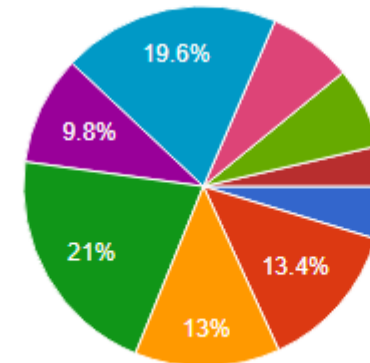
331 responses



- K-12th grade (no diploma)
- High school graduate, GED or equivalent
- Post-high school education/training (no degree)
- 2-year college degree
- 4-year college degree
- Post-graduate study (no degree)
- Graduate or professional degree(s)

What was your annual household income before taxes in the most recent tax year?

276 responses

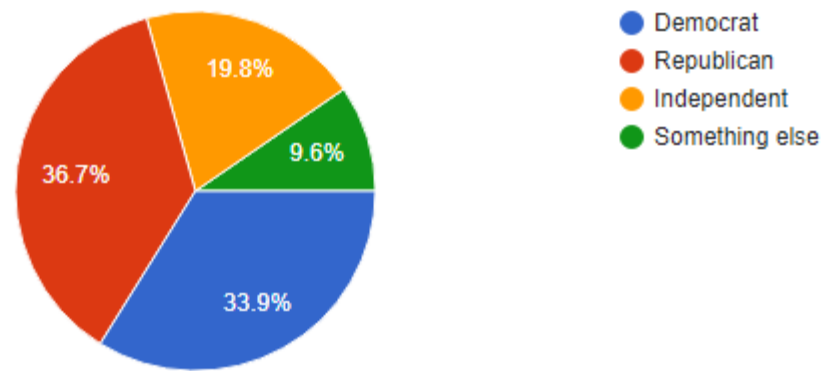


- Less than \$10,000
- \$10,000-\$19,999
- \$20,000-\$29,999
- \$30,000-\$39,999
- \$40,000-\$49,999
- \$50,000-\$74,999
- \$75,000-\$99,999
- \$100,000-\$149,999
- \$150,000 or more

Age-Friendly Winter Haven Survey Results

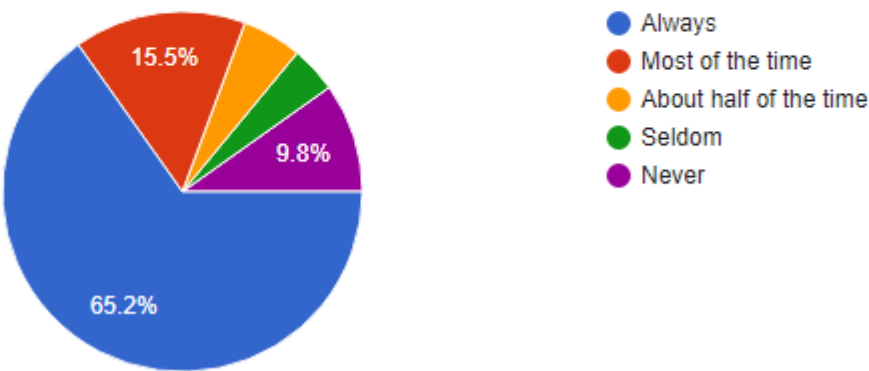
Do you consider yourself to be a Democrat, a Republican, an Independent or something else?

313 responses



Thinking about state elections for Florida Governor and Legislators in the last five years, how often would you say you voted?

336 responses



Thank you to our sponsors!



For more information, contact:

Andy Palmer, City of Winter Haven	863-291-5656	apalmer@mywinterhaven.com
Jen Burke, City of Winter Haven	863-291-5870	jburke@mywinterhaven.com
Cari Herrington, All About Aging	863-288-0170	carileigh@allaboutagingllc.com

www.facebook.com/agefriendlyWH

Age-friendly outdoor spaces and buildings checklist

Environment

- The city is clean, with enforced regulations limiting noise levels and unpleasant or harmful odours in public places.

Green spaces and walkways

- There are well-maintained and safe green spaces, with adequate shelter, toilet facilities and seating that can be easily accessed.
- Pedestrian-friendly walkways are free from obstructions, have a smooth surface, have public toilets and can be easily accessed.

Outdoor seating

- Outdoor seating is available, particularly in parks, transport stops and public spaces, and spaced at regular intervals; the seating is well-maintained and patrolled to ensure safe access by all.

Pavements

- Pavements are well-maintained, smooth, level, non-slip and wide enough to accommodate wheelchairs with low curbs that taper off to the road.
- Pavements are clear of any obstructions (e.g. street vendors, parked cars, trees, dog droppings, snow) and pedestrians have priority of use.

Roads

- Roads have adequate non-slip, regularly spaced pedestrian crossings ensuring that it is safe for pedestrians to cross the road.
- Roads have well-designed and appropriately placed physical structures, such as traffic islands, overpasses or underpasses, to assist pedestrians to cross busy roads.
- Pedestrian crossing lights allow sufficient time for older people to cross the road and have visual and audio signals.

Traffic

- There is strict enforcement of traffic rules and regulations, with drivers giving way to pedestrians.

Cycle paths

- There are separate cycle paths for cyclists.

Safety

- Public safety in all open spaces and buildings is a priority and is promoted by, for example, measures to reduce the risk from natural disasters, good street lighting, police patrols, enforcement of by-laws, and support for community and personal safety initiatives.

Services

- Services are clustered, located in close proximity to where older people live and can be easily accessed (e.g. are located on the ground floor of buildings).
- There are special customer service arrangements for older people, such as separate queues or service counters for older people.

Buildings

- Buildings are accessible and have the following features:
 - elevators
 - ramps
 - adequate signage
 - railings on stairs
 - stairs that are not too high or steep
 - non-slip flooring
 - rest areas with comfortable chairs
 - sufficient numbers of public toilets.

Public toilets

- Public toilets are clean, well-maintained, easily accessible for people with varying abilities, well-signed and placed in convenient locations.

Age-friendly transportation checklist

Affordability

- Public transportation is affordable to all older people.
- Consistent and well-displayed transportation rates are charged.

Reliability and frequency

- Public transport is reliable and frequent (including services at night and at week-ends).

Travel destinations

- Public transport is available for older people to reach key destinations such as hospitals, health centres, public parks, shopping centres, banks and seniors' centres.
- All areas are well-serviced with adequate, well-connected transport routes within the city (including the outer areas) and between neighbouring cities.
- Transport routes are well-connected between the various transport options.

Age-friendly vehicles

- Vehicles are accessible, with floors that lower, low steps, and wide and high seats.
- Vehicles are clean and well-maintained.
- Vehicles have clear signage indicating the vehicle number and destination.

Specialized services

- Sufficient specialized transport services are available for people with disabilities.

Priority seating

- Priority seating for older people is provided, and is respected by other passengers.

Transport drivers

- Drivers are courteous, obey traffic rules, stop at designated transport stops, wait for passengers to be seated before driving off, and park alongside the curb so that it is easier for older people to step off the vehicle.

Safety and comfort

- Public transport is safe from crime and is not overcrowded.

Transport stops and stations

- Designated transport stops are located in close proximity to where older people live, are provided with seating and with shelter from the weather, are clean and safe, and are adequately lit.
- Stations are accessible, with ramps, escalators, elevators, appropriate platforms, public toilets, and legible and well-placed signage.
- Transport stops and stations are easy to access and are located conveniently.
- Station staff are courteous and helpful.

Information

- Information is provided to older people on how to use public transport and about the range of transport options available.
- Timetables are legible and easy to access.
- Timetables clearly indicate the routes of buses accessible to disabled people.

Community transport

- Community transport services, including volunteer drivers and shuttle services, are available to take older people to specific events and places.

Taxis

- Taxis are affordable, with discounts or subsidized taxi fares provided for older people with low incomes.
- Taxis are comfortable and accessible, with room for wheelchairs and/or walking frames.
- Taxi drivers are courteous and helpful.

Roads

- Roads are well-maintained, wide and well-lit, have appropriately designed and placed traffic calming devices, have traffic signals and lights at intersections, have intersections that are clearly marked, have covered drains, and have consistent, clearly visible and well-placed signage.
- The traffic flow is well-regulated.

- Roads are free of obstructions that might block a driver's vision.
- The rules of the road are strictly enforced and drivers are educated to follow the rules.

Driving competence

- Refresher driving courses are provided and promoted.

Parking

- Affordable parking is available.
- Priority parking bays are provided for older people close to buildings and transport stops.
- Priority parking bays for disabled people are provided close to buildings and transport stops, the use of which are monitored.
- Drop-off and pick-up bays close to buildings and transport stops are provided for handicapped and older people.

WINTER HAVEN

The Chain of Lakes City

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

WEDNESDAY, FEBRUARY 6, 2019 at 6:30 P.M.

City Hall - John Fuller Auditorium

451 Third Street NW

Winter Haven, Florida 33881

CALL TO ORDER - Mayor Dantzler called the meeting to order at 6:30 p.m.

ROLL CALL – Vanessa Castillo, MMC, City Clerk

Commissioners Present: Mayor Brad Dantzler, Mayor Pro Tem Nathaniel Birdsong, and Commissioners Pete Chichetto, William Twyford and James “J.P.” Powell.

Staff Present: City Manager Mike Herr; Assistant City Manager T. Michael Stavres; City Attorney John Murphy; City Clerk Vanessa Castillo; Financial Services Director Cal Bowen; Chief Information Officer Hiep Nguyen; Growth Management Director Merle Bishop; Parks, Recreation and Culture Director Travis Edwards; and Utility Services Director Gary Hubbard.

CITY COMMISSION REGULAR MEETING AGENDA FOR FEBRUARY 11, 2019

(NOTE: items below correspond with the numbers from the agenda)

4. PRESENTATION(S)

A. Presentation by Steven McCaughey, Executive Director of the Seaplane Pilots Association. Request by Seaplane Pilots Association to extend the term of certain obligations under an agreement with the City of Winter Haven at the Winter Haven Regional Airport

There were no questions or discussion.

6. MINUTES

A. January 23, 2019 City Commission Agenda Review Session Minutes

B. January 28, 2019 Regular City Commission Meeting Minutes

There were no questions or discussion.

8. ORDINANCE(S) – SECOND READING – PUBLIC HEARING

A. O-18-18 - Request by Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust to assign Residential-Low Density Future Land Use to two annexed parcels

City Manager Herr said there had been no changes since first reading of these items 8A and 8B.

Mayor Dantzler asked for clarification about the sidewalks. Growth Management Director Bishop showed a slide depicting the location of the sidewalks, noted that surrounding residents were not in favor of sidewalks, and discussed the sidewalks the petitioner would build. Discussion ensued.

Commissioner Chichetto asked if there were sidewalks currently on 21st Street. Growth Management Director Bishop said not all the way. Discussion ensued.

Commissioner Powell expressed concerns with traffic.

City Attorney Murphy reminded the Commission that City Commission action on item 8B (Ordinance O-19-10) would be pursuant to the City Commission's exercise of its quasi-judicial authority and to reserve making any general conclusions until after having had an opportunity to receive and consider all of the evidence and information after the advertised public hearing at the Regular City Commission Meeting on Monday night in which the applicant, any experts, and others could be present to provide additional information.

Discussion ensued regarding fees received by the applicant for an in lieu of building sidewalk scenario.

City Manager Herr said funds would be placed in a particular fund in reserve and staff would look at the City-wide sidewalk plan to see where it would make sense to apply the reserved funding. This would be brought to the Commission as part of the Capital Improvements Program (CIP) discussion or it could come back as an administrative request from the Public Works Department Director. Discussion ensued.

Commissioner Chichetto inquired about the approved density in Polk County. Growth Management Director Bishop said it was R-3 (Residential-3) under the County's land development code, however, it was proposed to be changed to RL-3 (Residential Low-3 land use) under the City's Comprehensive Plan.

Discussion ensued regarding the noise contour.

B. O-19-10 - Request by Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust to assign Planned Unit Development zoning district to two annexed parcels

(Note: This is a companion ordinance to O-18-18 and was discussed under item 8A)

C. O-19-07 - Request by JSK Consulting to amend Planned Unit Development Ordinance O-18-56

City Manager Herr said there were no changes since first reading of this item and gave an overview.

9. CONSENT AGENDA

A. Termination of Florence Villa Interlocal Agreement

There were no questions or discussion.

B. Pollard Road Water Main Design & Permitting

There were no questions or discussion.

C. Change Order for SR 542 Project, Utility Revisions 1 & 2

Commissioner Powell asked for clarification on this item.

City Manager Herr gave an overview of this item and clarification.

D. Award of ITB-19-09 "Winter Haven Recreational & Cultural Center Roof Replacement" to Florida Exterior Coatings, Inc. (Eagle Lake, FL)

There were no questions or discussion.

E. South Pond Pump Replacement WWTP #3

There were no questions or discussion.

10. RESOLUTION(S)

A. R-19-08 - Cancellation of the first regular City Commission meeting March 11, 2019 at 6:30 P.M.

There were no questions or discussion.

11. ORDINANCE(S) – FIRST READING - None

12. NEW BUSINESS - None

13. CITY COMMISSION/LIAISON REPORTS - None

14. CITY ATTORNEY REPORT

City Attorney Murphy reminded the Commission to read the letter addressed to PB of Central Florida, Inc. regarding the *Denial of Ordinance O-19-06/Re-zoning Application (see attached)*, which is also attached to the minutes, because their vote on the minutes would include authorizing the letter to be signed by Growth Management Director Bishop and sent to David Stokes, President of PB of Central Florida, Inc.

15. CITY MANAGER REPORT

City Manager Herr asked the City Commission if they wanted to schedule the Regular City Commission Meeting, date yet to be determined, when the public hearings on Ordinances O-19-08 and O-19-09-the Schulz requests would be held at an earlier time of 5:30 p.m. instead of 6:30 p.m.

There was consensus of the Commission to keep the original time of 6:30 p.m. for the public hearings on the adoption of the Schulz items (Ordinances O-19-08 and O-19-09) at a Regular City Commission Meeting on a date yet to be determined.

16. **ASSISTANT CITY MANAGER REPORT** - None
17. **CITY CLERK REPORT** - None
18. **DEVELOPMENTS OF NOTE** - None
19. **EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA** – None
20. **ADJOURNMENT** – 6:54 p.m.

ATTEST:

CITY OF WINTER HAVEN, FLORIDA

Vanessa Castillo, MMC
City Clerk

Brad Dantzler
Mayor-Commissioner

February 12, 2019

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

PB of Central Florida, Inc.
Attn: David J. Stokes, President
125 N. Lake Florence Drive
Winter Haven, FL 33884

Re: City of Winter Haven, Florida / Denial of Ordinance O-19-06 / Re-zoning Application

Dear Mr. Stokes:

In accordance with Part II of Chapter 163 of the Florida Statutes, please let this letter constitute the written decision of the City Commission of the City of Winter Haven, Florida when it voted at its meeting on January 28, 2019 following an advertised public hearing on Ordinance O-19-06 and after the consideration of all pertinent matters to deny the passage of Ordinance O-19-06 which had the effect of denying the re-zoning application filed by PB of Central Florida, Inc. on October 2, 2018. The application filed by PB of Central Florida, Inc. requested a re-zoning of the lands described and depicted in Ordinance O-19-06 from the Light Industrial (I-1) Zoning District to Planned Unit Development (PUD) Zoning District. A copy of Ordinance O-19-06 is attached hereto for your reference.

Ordinance O-19-06 was considered by the City Commission at First Reading on January 14, 2019. An advertised Public Hearing/Second Reading was held in front of the City Commission on January 28, 2019. That Public Hearing before the City Commission was advertised as required by law, was extensive and complete, all pertinent facts, matters, and issues were submitted and all interested parties and members of the public in attendance were heard and/or were given the chance to be heard at the Public Hearing prior to any official action of the City Commission. In addition, certain documents and information were received and considered by the City Commission at the Public Hearing – all of which are either attached to the official minutes of the January 28, 2019 meeting of the City Commission or are part of the Agenda considered by the City Commission and are incorporated herein by reference.

At the conclusion of the Public Hearing and after considering all sworn testimony, information, documents and other facts and evidence before it, a motion to approve Ordinance O-19-06 failed by a vote of 4 to 1 by the City Commission.

The reasons and/or basis for the failure of the motion, as stated on the record by a majority of the City Commissioners at the City Commission meeting on January 28, 2019, were premised on competent substantial evidence which showed that the proposed re-zoning did not promote consistency with the City's Comprehensive Plan; would have potential adverse negative impacts on adjoining lands and thus was not compatible with current existing uses of adjoining lands. A summary is as follows:

1. Concerns about potential adverse impacts that the proposed uses (specifically concrete crushing operations based on the conceptual plan submitted with the application) allowed within the Planned Unit Development (PUD) Zoning District could have on adjoining lands which adjoining lands are largely less intense Industrial and/or Commercial and/or Single Family Residential uses at the present time; and
2. Concerns about potential compatibility issues and adverse impacts of an industrial concrete crushing use on the surrounding lands in the area including but not limited to the canal leading into Lake Hamilton along with concerns regarding traffic, noise, dust and buffering that may be generated by the proposed uses allowed within the Planned Unit Development (PUD) Zoning District; and
3. That although the conditions in the proposed PUD Zoning District place some limitations on allowable activities, the potential for expanding the size of the concrete crushing use and thus potential adverse impacts as mentioned above for the surrounding area was considered significant.

It was determined that considering all of the facts and evidence that the proposed rezoning to a PUD Zoning District as set forth in Ordinance O-19-06 was not in keeping with and/or consistent with desirable overall growth patterns and/or existing uses within the adjacent areas nor consistent with the City's Comprehensive Plan. The reasons for denial set forth herein were based on the competent substantial evidence, testimony, exhibits/information before the City Commission and comments of public officials and comments from the Applicant and all interested parties and members of the public who testified at the Public Hearing held in this matter.

Any decision of the City Commission may be appealed in accordance with applicable Florida law.

Sincerely yours,

Merle Bishop, Growth Manager Director

Enclosure

cc: Honorable Mayor and City Commissioners
Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Eric Labbe, Planning Manager
Frederick J. Murphy, Jr., Esquire, City Attorney
Vanessa Castillo, MMC, City Clerk
Gary W. Carnes
Charles M. Carnes

WINTER HAVEN

The Chain of Lakes City

REGULAR CITY COMMISSION MEETING MINUTES

MONDAY, FEBRUARY 11, 2019 at 6:30 P.M.

City Hall - John Fuller Auditorium

451 Third Street NW

Winter Haven, Florida 33881

1. **CALL TO ORDER** - Mayor Dantzler called the meeting to order at 6:30 p.m.
2. **INVOCATION** – Pastor Jim Reed, Winter Haven Christian Church
3. **PLEDGE OF ALLEGIANCE** – City Clerk Vanessa Castillo, MMC
4. **PRESENTATION(S)**
 - A. **Presentation by Steven McCaughey, Executive Director of the Seaplane Pilots Association. Request by Seaplane Pilots Association to extend the term of certain obligations under an agreement with the City of Winter Haven at the Winter Haven Regional Airport**

Mr. McCaughey gave an update and showed a video (*on file in the City Clerk's office*) as part of his presentation in requested an extension to some of the time limits in the SPA Foundation, Inc. Lease Agreement (an extension of 36 months for the time periods set forth in paragraphs 3, 35A, and 35B of the Lease Agreement). In addition, next steps and future plans were discussed.

City Attorney Murphy discussed the importance of insuring the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT)-Aviation give their approval of any amendments to the Lease Agreement prior to City Commission approval of same.

Discussion ensued.

There was consensus of the Commission to allow amendments to the SPA Foundation, Inc. Lease Agreement regarding time limits as requested by Mr. McCaughey so long as approved by FAA and FDOT-Aviation.

5. **ROLL CALL** – City Clerk Vanessa Castillo, MMC

Commissioners Present: Mayor Brad Dantzler, Mayor Pro Tem Nathaniel Birdsong, and Commissioners Pete Chichetto, William Twyford and James “J.P.” Powell.

Staff Present: Assistant City Manager T. Michael Stavres; City Attorney John Murphy; City Clerk Vanessa Castillo; Director of Public Safety/Police Chief Charlie Bird; Financial Services Director Cal Bowen; Growth Management Director Merle Bishop; Parks, Recreation and Culture Director Travis Edwards; and Utility Services Director Gary Hubbard.

6. MINUTES

A. January 23, 2019 City Commission Agenda Review Session Minutes

B. January 28, 2019 Regular City Commission Meeting Minutes

Motion by Commissioner Powell to approve the minutes as presented.

City Attorney Murphy reminded the Commission that voting for the minutes would include authorizing the letter, which was attached to the minutes, addressed to PB of Central Florida, Inc. regarding the reasons for the Commissions' *Denial of Ordinance O-19-06/Re-zoning Application* to be signed by Growth Management Director Bishop and sent to David Stokes, President of PB of Central Florida, Inc.

Mayor Dantzler stated anyone wishing to speak to the minutes could come to the podium and state their name and address for the record.



Jim Lemine, 3000 Lakeview Court NW in Winter Haven, expressed concerns (related to the 4A presentation) with the study done at the airport and seaplane noise he alleged was scaring neighboring fowl.



Motion carried 5:0.

7. COMMENTS FROM THE AUDIENCE - None

8. ORDINANCE(S) – SECOND READING – PUBLIC HEARING

The City Clerk administered the oath (*see attached*) en masse to all who stood up and indicated that they intended to testify at the public hearings.

A. O-18-18 - Request by Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust to assign Residential-Low Density Future Land Use to two annexed parcels

City Attorney Murphy read Ordinance O-18-18 by title only and Assistant City Manager Stavres presented information from the staff report included as part of the agenda.

Motion by Mayor Pro Tem Birdsong to approve Ordinance O-18-18 on second reading - public hearing.

Mayor Dantzler closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this ordinance may come to the podium and state their name and address for the record.

Tara Tedrow, Attorney at Lowndes, Drosdick, Doster, Kantor & Reed, P.A., gave a PowerPoint presentation (*see attached*) regarding *Ordinances O-18-18 and O-19-10* on behalf of applicant Raymond Bissett, Arthur M. and Dorris J. Bissett Revocable Trust.

Growth Management Director Bishop discussed sidewalks in further detail using the *Sidewalks-O-19-10* map (*see attached*).

Discussion ensued.

Phil Hinds, 1619 Pearce Road NW in Winter Haven, expressed concerns with additional traffic and speeding in this area and spoke about fencing, paving, and wildlife protection.

Laurel Strickland, 3100 Lakeview Court NW in Winter Haven, discussed why sidewalks were not necessary and requested a fence behind new homes to be constructed in the proposed development that abut Lakeview Court.

Cheri Ruebel, 1619 Pearce Road NW in Winter Haven, discussed certain details contained within the [Winter Haven Regional] Airport Master Plan and requested fencing or a wall on Pearce Road and Lakeview Court.

David Olson, 1607 Lakeview Court NW in Winter Haven, expressed concerns with the Airport Master Plan, water and sewer, traffic, ditches, density and a noise study.

Jim Lemine, 3000 Lakeview Court NW in Winter Haven, spoke about the noise contour and went over the site plan.

Ms. Tedrow addressed the concerns expressed by residents.

Discussion ensued.

Mayor Dantzler closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 4:1 with Commissioner Powell voting no.

B. O-19-10 - Request by Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust to assign Planned Unit Development zoning district to two annexed parcels

City Attorney Murphy read Ordinance O-19-10 by title only. Assistant City Manager Stavres said this was a companion ordinance to O-18-18 regarding zoning and referred to information in the staff report previously presented under item 8A (Ordinance O-18-18).

Motion by Mayor Pro Tem Birdsong to approve Ordinance O-19-10 (with revisions to conditions regarding fencing and sidewalks in paragraphs 2 and E 4 - more specifically identified within the Ordinance O-19-10) on second reading - public hearing.

Mayor Dantzler closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this ordinance may come to the podium and state their name and address for the record.

Laurel Strickland, 3100 Lakeview Court NW in Winter Haven, asked for clarification on fencing.

Cheri Ruebel, 1619 Pearce Road NW in Winter Haven, asked for additional clarification on fencing and inquired about trees.

Mayor Dantzler closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 4:1 with Commissioner Powell voting no.

C. O-19-07 - Request by JSK Consulting to amend Planned Unit Development Ordinance O-18-56

City Attorney Murphy read Ordinance O-19-07 by title only and Assistant City Manager Stavres presented.

Motion by Mayor Pro Tem Birdsong to approve Ordinance O-19-07 on second reading - public hearing.

Mayor Dantzler closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this ordinance may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Dantzler closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

9. CONSENT AGENDA

A. Termination of Florence Villa Interlocal Agreement

B. Pollard Road Water Main Design & Permitting

C. Change Order for SR 542 Project, Utility Revisions 1 & 2

D. Award of ITB-19-09 "Winter Haven Recreational & Cultural Center Roof Replacement" to Florida Exterior Coatings, Inc. (Eagle Lake, FL)

E. South Pond Pump Replacement WWTP #3

Motion by Mayor Pro Tem Birdsong to approve the Consent Agenda as presented.

Mayor Dantzler stated anyone wishing to speak to the consent agenda could come to the podium and state their name and address for the record. No one spoke for or against.

Motion carried 5:0.

10. RESOLUTION(S)

A. R-19-08 - Cancellation of the first regular City Commission meeting March 11, 2019 at 6:30 P.M.

City Attorney Murphy read Resolution R-19-08 by title only and presented.

Motion by Mayor Pro Tem Birdsong to approve Resolution R-19-08.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Motion carried 5:0.

11. **ORDINANCE(S) - FIRST READING** - None
12. **NEW BUSINESS** - None
13. **CITY COMMISSIONERS/LIAISON REPORTS**

Commissioner Twyford reported the following: attended the Runway 11/29 Rehabilitation & Lighting Project Groundbreaking Ceremony and Farewell Reception for Airport Director Alex Vacha at the Winter Haven Regional Airport. He also gave background information on Airport Director Vacha, also a U.S. Army Helicopter Pilot, being deployed soon and presented the Blue Star Service Banner that the City would hang in his absence; attended the [Citrus Center Boys & Girls club] *Smoke on the Water* barbeque event; attended a ribbon cutting for Artisan Millworks [and Coscia Construction]; and was a judge at the City's *Sizzlin' Smokin' BBQ Cook-Off* event.

Commissioner Chichetto – None

Commissioner Powell reported the following: Runway 11/29 Rehabilitation & Lighting Project Groundbreaking Ceremony; was a judge at the City's *Sizzlin' Smokin' BBQ Cook-Off* event; attended the American Legion Post 8 *Annual Law & Order Awards Presentation*; and attended a Transportation Disadvantaged Local Coordinating Board (TD-LCB) Meeting.

Mayor Pro Tem Birdsong reported the following: attended a Metropolitan Planning Organization Advisory Council (MPOAC) Meeting; attended the retirement party for [Purchasing Manager] Bob Bishop; attended the *Smoke on the Water* barbeque event; attended the Social Security Community Roundtable with U.S. Representative Darren Soto; attended a ribbon cutting for Artisan Millworks [and Coscia Construction]; and was a judge at the City's *Sizzlin' Smokin' BBQ Cook-Off* event.

Mayor Dantzler reported the following: was a judge at the City's *Sizzlin' Smokin' BBQ Cook-Off* event; attended a Ritz Theatre Town Hall Meeting where the Ritz had partnered up with Theatre Winter Haven to get ideas; toured Southeastern University in Lakeland; attended the *Smoke on the Water* barbeque event; attended the Social Security Community Roundtable with U.S. Representative Darren Soto; attended the *Groundhog Day Proclamation & Movie* event at the Ritz Theatre where his dog, Dash, was dressed up as a groundhog and predicted spring would come quicker this year; attended National Reading Day at Building Blocks Academy located on Cypress Gardens Boulevard where he read to children; had lunch at Arabella's with CEO [Stephen Koch] of Big Brothers Big Sisters of Tampa Bay to discuss a 2-year program here in Winter Haven; attended an evaluation meeting for [Request for Qualifications (RFQ)-18-52 Design Build Services for] the Skate Park; and met with the Garden Club and listened to their concerns and ideas he would report on at a later time.

14. **CITY ATTORNEY REPORT** – None

15. **CITY MANAGER REPORT** – None

16. **ASSISTANT CITY MANAGER REPORT**

Assistant City Manager Stavres thanked everyone who participated in the *Sizzlin' Smokin' BBQ Cook-Off* event to benefit United Way and gave kudos to Recreation Supervisor Cameron Stevens who did an excellent job and would be presenting a check for approximately \$7,800 to United Way around April. He also thanked the rest of the team who assisted in the event.

17. **CITY CLERK REPORT**

City Clerk Castillo said a plaque with lettering to hang the Blue Star Service Banner for Airport Director Vacha had been ordered.

18. **DEVELOPMENTS OF NOTE** – None

19. **EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA** – None

20. **ADJOURNMENT** – 8:33 p.m.

ATTEST:

CITY OF WINTER HAVEN, FLORIDA

Vanessa Castillo, MMC
City Clerk

Bradley T. Dantzler
Mayor

OATH TO WITNESS

CITY CLERK:

“Please stand and raise your right hand.

Do you solemnly swear or affirm that the testimony you are about to give is the truth, the whole truth and nothing but the truth so help you God?

Thank you. You may be seated.”

Ordinances 0-18-18 and 0-19-10

Applicant: Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust

By: Tara Tedrow

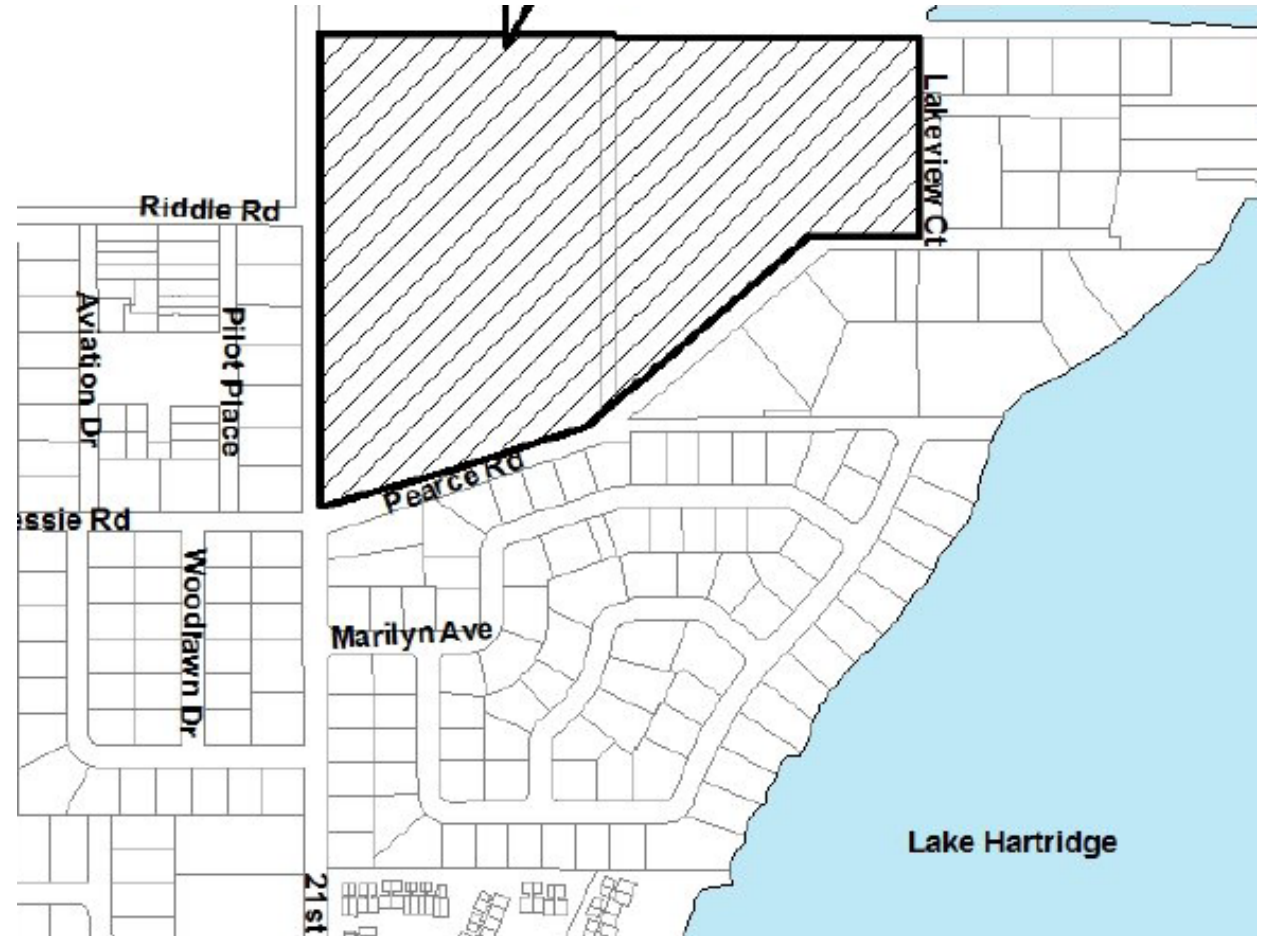
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.



Site Overview

Project Overview

- 23.3 acres of vacant property
- Located at the northeast corner of 21st Street, NW and Pearce Road
- Requesting a change to Residential-Low Density Future Land Use (O-18-18) and a Planned Unit Development zoning designation (O-19-10)



Background

- Annexation of the two parcels occurred January 22, 2018.
- Case Numbers P-18-18 and P-18-19 for a 91-unit single-family subdivision were heard by the Planning Commission in February, 2018.
- On February 6, 2018 Planning Commission voted 6-1 to recommend approval of the request to assign Residential-Low Density Future Land Use
- The City Commission transmitted the request for the Future Land Use change to DEO on February 26, 2018.
- DEO issued a letter April 4, 2018, confirming no comments or objections

Background

- Based on questions raised at the 2018 Commission hearings, the applicant paid to update the noise study as part of the City's Airport Master Plan
- The new noise study was conducted, submitted to, and accepted by the Federal Aviation Administration in November 2018
- The application has been amended to request 71-unit single-family homes
- On January 3, 2019, the Planning Commission voted unanimously to recommend approval of the PUD zoning request



Request

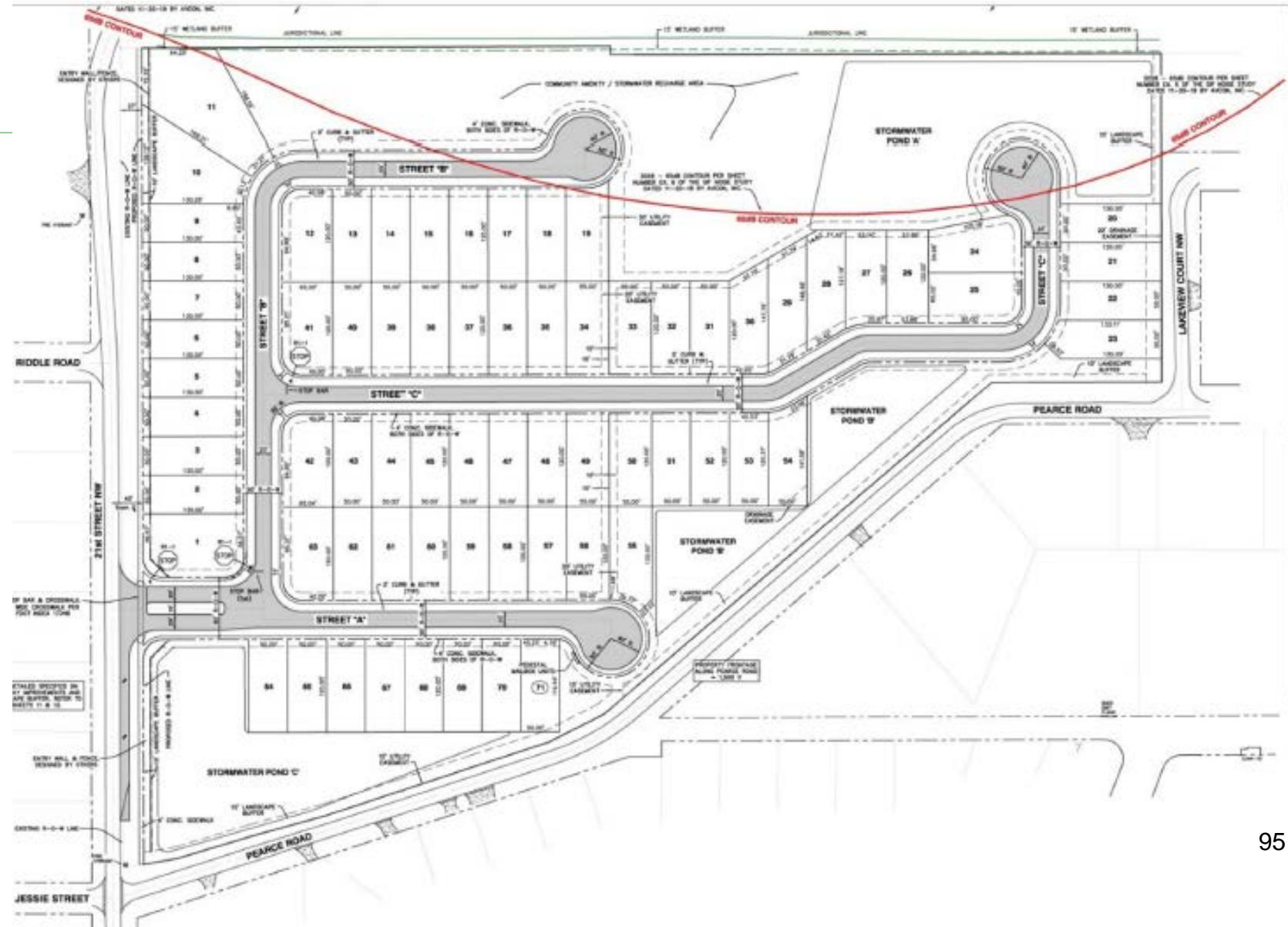
Request

- Approval, consistent with staff and Planning Commission's recommendations, of Ordinances 0-18-18 and 0-19-10

Project Details

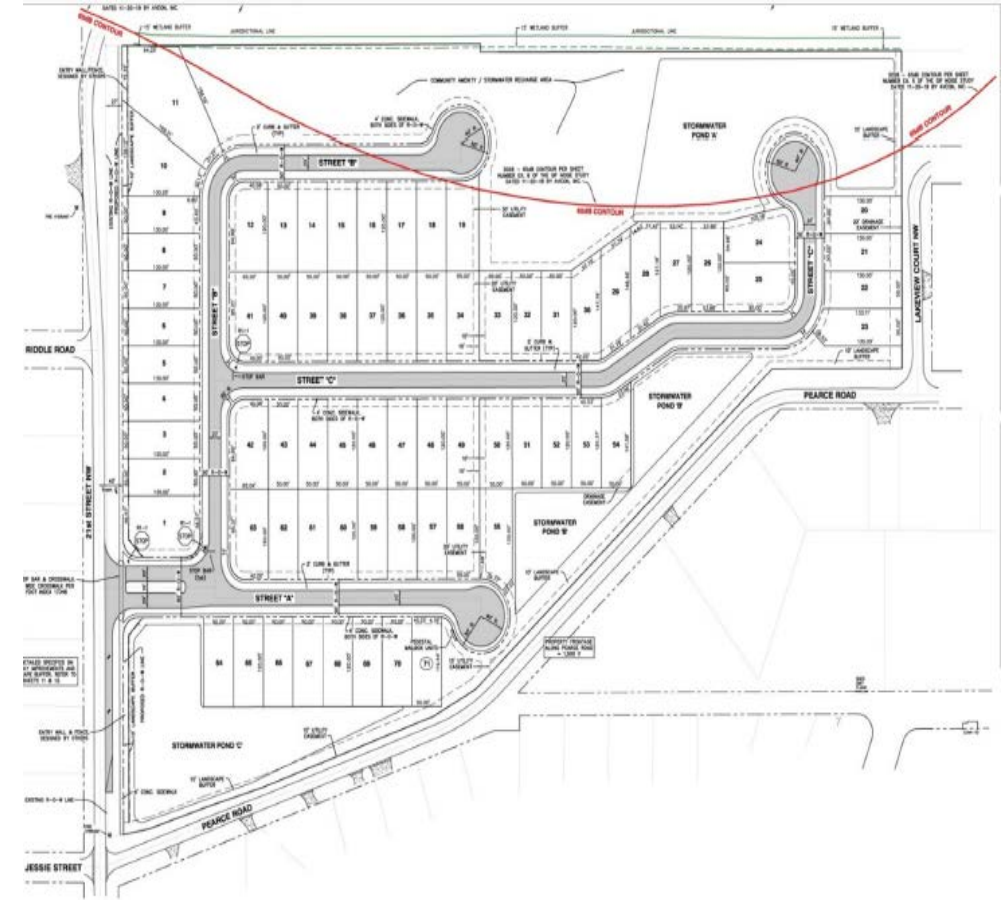
Concept Plan

- For publicly maintained streets, the internal street right-of-way is a minimum of 50 ft in width.
- Internal roadway pavement is a minimum of 20 ft wide with a curb and gutter drainage system.
- Privately maintained streets may utilize a minimum 40 ft wide ROW
- Developer shall dedicate sufficient ROW along 21st Street, NW to allow for 35 ft to the centerline of the ROW



Concept Plan

- In lieu of providing a 6-foot sidewalk along the subdivision's frontage along the east side of 21st Street N. W., a 6-foot sidewalk shall be installed along the west side of 21st Street N. W. from Jessie Road to Riddle Road so as to connect with the existing sidewalk along the west side of 21st Street N. W. which will provide a continuous sidewalk along the west side of 21st Street N. W. south to Havendale Boulevard.
- In addition a 6-foot sidewalk shall be installed along the south side of Riddle Road from 21st Street N.W. to Aviation Drive N.W. in lieu of providing a 5-foot wide sidewalk along Pearce Road.
- Provided further the developer shall construct a standard crosswalk in accordance with City standards across 21st Street at the subdivision's entrance to allow and facilitate the safe access of Pedestrian traffic across 21st Street N.W. to the sidewalk along the west side of 21st Street N. W.
- No north-south sidewalk along the east side of 21st Street N.W. shall be required to be constructed nor will a payment in lieu be required by the developer in recognition of the sidewalks and crosswalk that are required to be constructed as set forth herein.
- All of the sidewalks and crosswalk set forth herein shall be installed by the developer in accordance with City standards prior to the City's final acceptance of subdivision infrastructure.



Concept Plan

Building Standard			Requirement
Lot/Parcel Area			Minimum 6,000 square feet
Lot Width			Minimum 50 feet
Building Setback	Front	Living Area, Porch, or Side Entry Garage	Minimum 15 feet
		Front Entry Garage	Minimum 25 feet
	Corner Lot Side Street		Minimum 15 feet
	Side		Minimum 5 feet
	Rear		Minimum 20 feet
Building Height			2 Floors up to 35 feet above grade
Accessory Structures	Setbacks	Side	Minimum 3 feet
		Rear	Minimum 3 feet
	Area		Maximum 10% of lot area up to 750 square feet

Concept Plan

A landscape buffer, a minimum of 10 feet wide, shall be provided along 21st Street, NW, Pearce Road, and Lakeview Court in accordance with the table below.

Type of Plantings	Number of Required Plantings per 100 Feet of Frontage
Overstory Tree	1
Understory Tree	3
Large Shrub	6
Small Shrub	0
Fence or Wall Requirement*	Maximum 6 feet with Columns up to 7 feet

* A fence or a wall is optional.

Traffic

Transportation					
Type of Infrastructure	PM Peak-hour Capacity	Existing Trips	Vested Demands	Potential New Demands	Remaining Capacity
21 st Street, NW Northbound	792 trips	172 trips	19 trips	37 trips	564 trips
21 st Street, NW Southbound	792 trips	179 trips	20 trips	38 trips	555 trips

The project will use up less than 5% of the roadway capacity.

Criteria for Approval

Satisfaction of Applicable Comprehensive Plan Policies

- Future Land Use Policy 1.3.2- Residential Low Density;
- Future Land Use Policy 1.6.4- Shading and trees;
- Future Land Use Policy 1.6.6- Florida Friendly and drought tolerant landscaping;
- Transportation Policy 1.8.2- Right-of-way dedication;
- Transportation Policy 1.8.4- Internal streets designed for pedestrian convenience;
- Transportation Policy 2.2.2- Require pedestrian facilities in all new subdivisions;
- Water Supply Sub-Element Objective 2.1- Reduce potable water use for irrigation; and
- Conservation Objective 6.1- Energy efficiency

Criteria for Approval

- Based on the expected demands, sufficient capacity is available for potable water, sanitary sewer, transportation, elementary school, and middle school.
- FLU designation permits between 2 and 10 units per acre; only 3.05 units per acre requested;
- Use is compatible with the surrounding development

Subdivision	Density
Eagles Landing	4.12 units per acre
Idylridge View	3.86 units per acre
Leisure Shores	3.50 units per acre
Lake View	1.5 units per acre

Request

Request

Approval, consistent with staff and Planning Commission's recommendations, of Ordinances 0-18-18 and 0-19-10

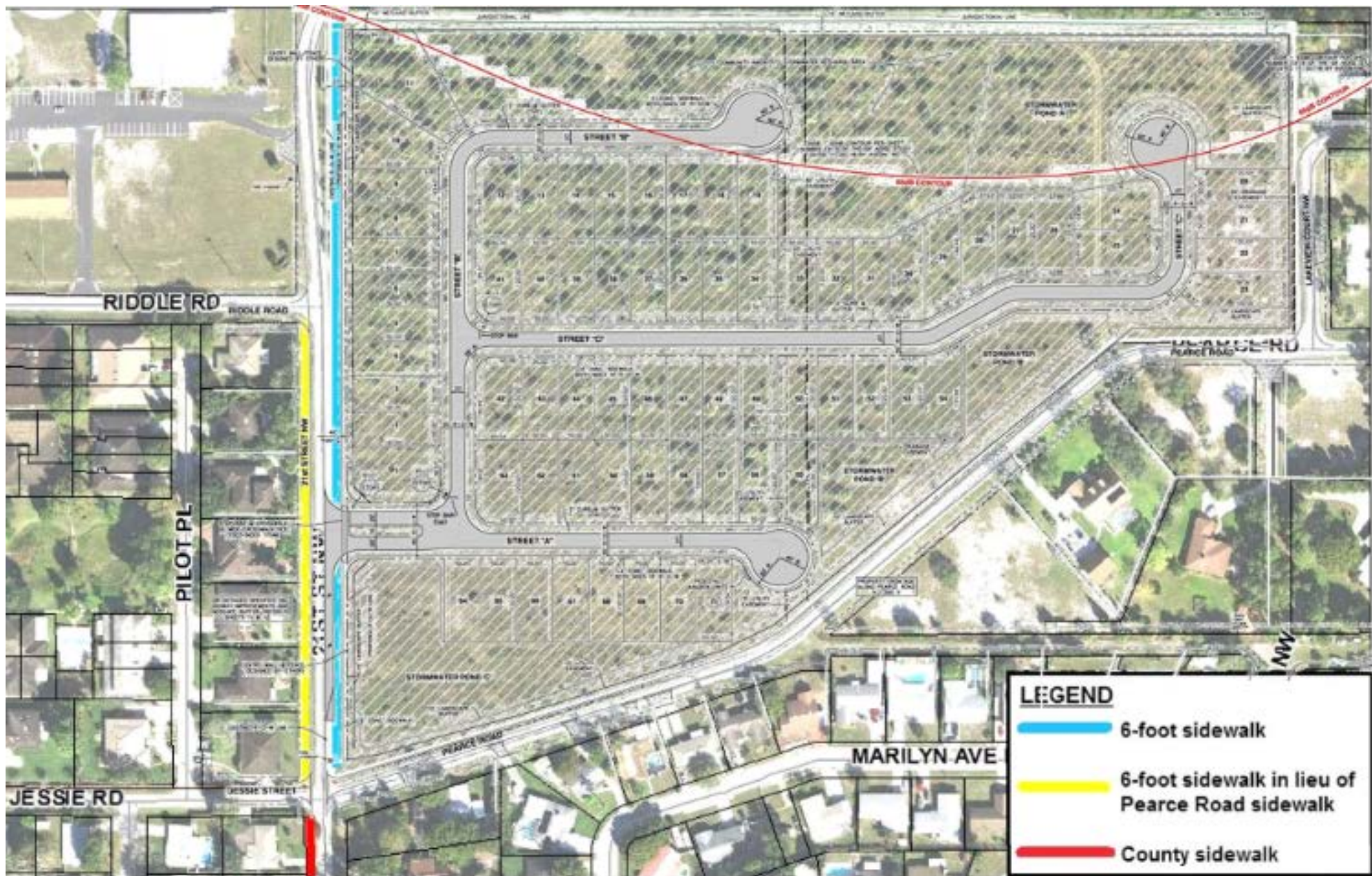
**THANK
YOU**

Environmental Considerations

- The City Engineering Department would not allow us to drain to the canal.
- Thus, the project drains to a cross drain on Pearce Road; from there it surface drains to Lake Hartridge via open ditches and swales.
- The current runoff pattern from the property is to this cross drain.
- Based on District rules, we must use dry retention to filter nitrogen and phosphate (fertilizer components harmful to lakes) through percolation through the soil column.
- A condition of the PUD is a limitation on the amount of turf grass allowed on each lot (70% of the total landscape area). There is also a PUD condition to use Florida friendly plant material. Both are intended to reduce watering demand and fertilizer requirements.

Entrance Design

- 21st Street, in front of the project, is a City owned and maintained right of way.
- Once you get to the north property line of the project property, 21st Street is no longer a right of way.
- 21st Street, from Pearce Road, south to Havendale Blvd. is a County road.
- The City has no standards so it was agreed to use County standards.
- The entrance was located as far south (away from the curve on the airport property) as possible and still have room for a right turn lane north of Pearce Road.
- The right turn lane is a County standard for this size subdivision.
- No left turn lane is required for this size subdivision per County standards.







The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.



CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
February 25, 2019

DATE: February 11, 2019

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager

FROM: Gary M. Hubbard, Utility Services Department Director
Mark Bombard, Utilities CIP Director

SUBJECT: Award of Contract to Insituform Technologies Inc. (Chesterfield, MO) for Sanitary Sewer Line Rehabilitation Project 2019.

BACKGROUND:

The Utility Services Department has an ongoing program to line old gravity sewer mains. The Sanitary Sewer Line Rehabilitation Project for 2019 includes sewer mains in Fox Ridge Subdivision, Leisure Shores Subdivision, 5th Street NE and Lake Mirror Drive as shown in the attachment.

In the previous years, Insituform Technologies (Chesterfield, MO) was the successful low bidder for sanitary sewer line rehabilitation projects, and is deemed a qualified competent contractor.

- 2014 - Insituform Technologies conducted an emergency sewer line repair and lining near the CSX railroad crossing on 7th Street S.W. and has performed well with respect to schedule, budget, safety and customer service. On time and within budget.
- 2018 - Insituform Technologies lined a crucial part of the sanitary sewer system on SR 542 / Dundee Road for the City so that F.D.O.T. could install a storm system under our gravity sewer main. Approved by Commission. On time and under budget.

FINANCIAL IMPACT:

This award meets the requirements of a piggy-back bid. Insituform has agreed to line the vitrified clay sewer mains associated with Utility Services FY 2018/2019 Sanitary Sewer Line Rehabilitation Projects at the same unit pricing of St. Johns County bid RFP No. 18-22 under The City of Winter Haven's Scope, terms and conditions. The total project cost for 9,093 LF of 8" gravity sewer main is \$301,187.70. The project budget is \$750,000 from account 4605 for repair and maintenance.

RECOMMENDATION:

Staff recommends the City Commission approve award of contract to Insituform Technologies for the Sanitary Sewer Line Rehabilitation Project 2019 in the amount of \$301,187.70.

ATTACHMENTS:

Procurement Piggy-Back Bid Approval
Exhibit A – 2019 Sanitary Sewer Rehabilitation CIPP Project
Exhibit B – St. John's County Contract Agreement
Exhibit C – City of Winter Haven Quote
City of Winter Haven Contract Agreement

PIGGY-BACK CHECK LIST

Item/Service	Utility Rehab / Construction -- Cured In Place Pipe
Vendor	Insituform Tech - Chesterfield, MO
Agency/Bid #	St. Johns County - RFP No: 18-22

ok	Was item(s) bid out in substantial compliance with City bid process ?	attached
ok	Is proposed vendor the bidder selected by the agency ?	attached - split award
ok	Is price equal to or better than original bid ?	same
ok	Is price equal to or better than what City would obtain by bidding ?	attached
ok	Have above requirements been documented with copies to Procurement ?	attached

APPROVED -  - 8-7-18

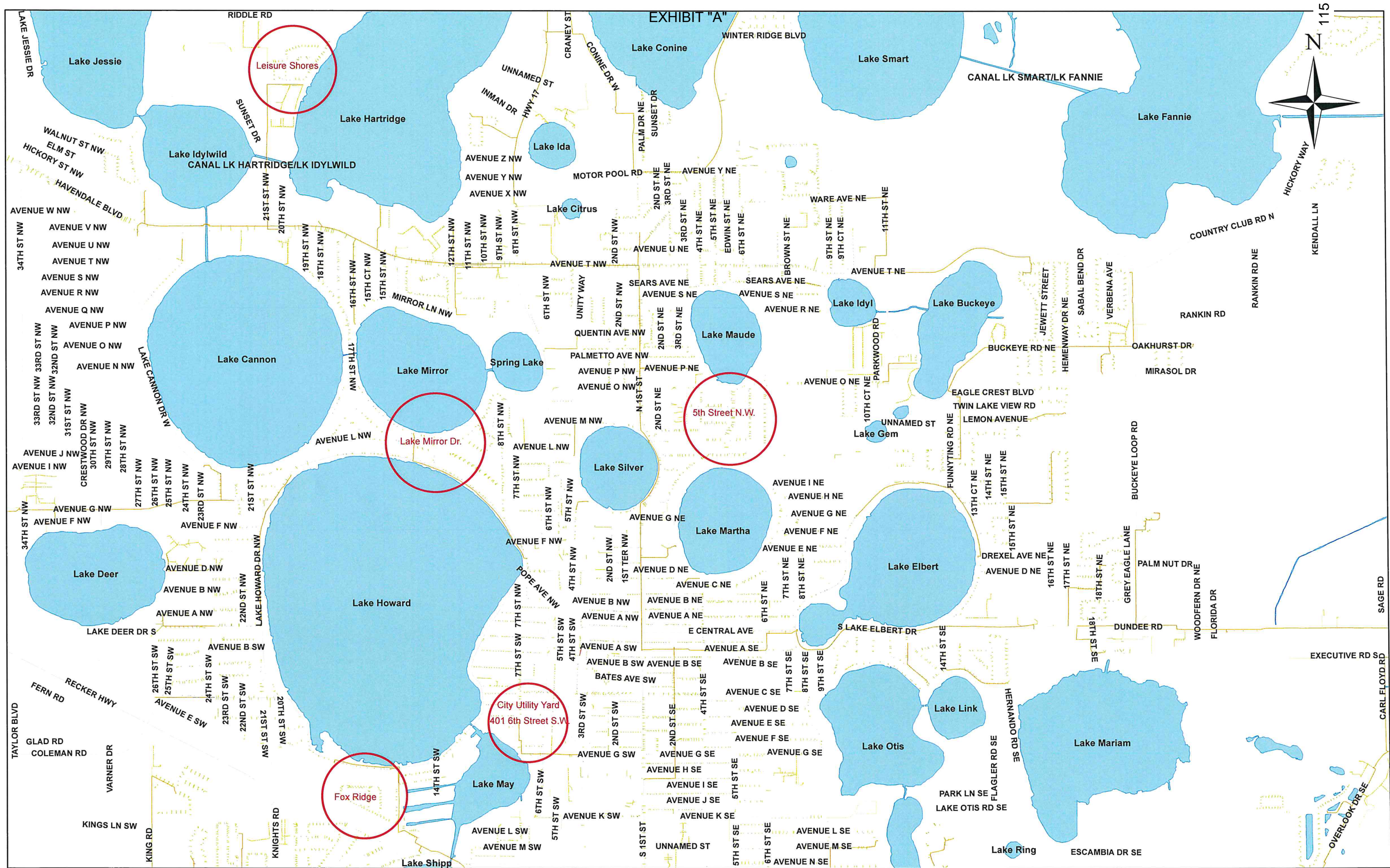
Bonding required for projects over \$100,000.00

Maximum of \$200,000.00 per Task Order



2019 Sanitary Sewer Rehabilitation CIPP Project

**Fox Ridge Subdivision
Leisure Shores Subdivision
5th Street N.E.
Lake Mirror Dr.**





**CONTINUING CONSTRUCTION CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR**
(2012 EDITION)
MASTER CONTRACT #: 18-MCC-INS-08953

This Contract Agreement ("Agreement") is made and entered into as of this 24th day of January, 2018 by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **Insituform Technologies, LLC**, ("Contractor"), a company authorized to do business in the State of Florida, with offices located at 17988 Edison Ave, Chesterfield, MO 63005; Phone: (636) 530-8000; Email: jlause@aegion.com; under seal for **RFP No: 18-22, Utility Rehabilitation/Construction Services**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract and Contract Documents

1.1.1 The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.

1.1.2 The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all RFP No: 18-22 documents together with all addenda thereto; (3) all Specifications; (4) all duly executed Amendments, Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract; and (5) FEMA Public Assistance Program Required Contract Clauses (Exhibit B). Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.

1.2 Contract Term and Extension

1.2.1 Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of signature by the County ("Effective Date"), and shall remain in effect for a period of three (3) calendar years.

1.2.2 The term of the Contract may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both parties, and the availability of funds. While the Contract may be renewed as provided herein, it is expressly noted that the County is under no obligation to renew or extend the Contract. It is further expressly noted that the option of renewing the Contract is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed under the terms of the Contract. The County reserves the right to further extend the Contract, as necessary, to complete any ongoing projects, or as best serves the needs of the County.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond(s) (as applicable), and Certificates of Insurance constitutes the entire agreement between the County and the Contractor with reference to RFP No: 18-22; Utility Rehabilitation/Construction Services. Specifically, but without limitation, the Contract supersedes any RFP Document not listed among the Contract Documents described herein and all prior written and/or oral communications, representations and negotiations, if any, between County and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in the Contract shall create, or be interpreted to create privity or any other contractual agreement between County and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Project Price as provided by Task Order.

1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required 116 by any one Contract Document shall be considered as required by the Contract.

- 1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words "include," "includes" or "including," as used in the Contract, shall be deemed to be followed by the phrase "without limitation."
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the Contract.
- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.
- 1.5.8 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the County of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the County of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. The County has requested that the Project Manager only oversee preparation of documents for the Work, including the Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.9 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
- 1.5.10 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.
- 1.6 Ownership of Contract Documents
- 1.6.1 The Contract Documents, and each of them, shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without County's prior written authorization.

ARTICLE II – THE WORK

- 2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from the Contract.
- 2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth each Task Order; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by the Contract. The Work to be performed by the Contractor on each project shall be specifically described in, and authorized by Task Order issued by the County. Each Task Order issued by the County under the Contract shall further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").

ARTICLE III – PROJECT TIME

- 3.1 Time and Liquidated Damages

- 3.1.1 The Contractor shall commence the Work for each project upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by the County, and shall reach Substantial and Final Completion of all Work as specified by Task Order.

For each project, the number of calendar days from the date on which the Work is permitted to proceed through the date set forth in the Task Order for Final Completion shall constitute the "Project Time."

- 3.1.2 For each project, the Contractor shall pay the County the sum of nine hundred fifty eight dollars (\$958.00), based on the FDOT Table provided in the RFP Document for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by Task Order for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuing the Task Order. When the County reasonably believes that Substantial Completion shall be inexcusably delayed the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

- 3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by Task Order that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

- 3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV – PROJECT PRICE

4.1 The Project Price

- 4.1.1 The County shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon completion of the Work for each project. The amount set forth in each Task Order shall not exceed two hundred thousand dollars (\$200,000), without prior written authorization by the County Administrator or authorized designee. No Task Order will be issued for over \$200,000.00 unless approved by the Board of County Commissioners.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Schedule of Values

- 5.1.1 Upon request by the County, the Contractor shall submit a Schedule of Values allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require, in order to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for the Contractor's Requests for Payment and shall only constitute such basis after it has been agreed upon in writing by the County.

5.2 Payment Procedure

- 5.2.1 The County shall pay the Project Price to the Contractor as provided below.
- 5.2.2 Progress Payments - Based upon the Contractor's Requests for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress payments to the Contractor on account of the Project Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.
- 5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous 118 month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of

the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager (and Engineer if applicable) shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents. The Project Manager shall determine and certify to the County the amount properly owing to the Contractor. The County shall make partial payments on accounts of the Project Price within thirty (30) days following the Project Manager's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by the Contract. The Project Manager's certification of the Contractor's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

- 5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the County no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the County shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.
- 5.2.6 No progress payment, nor any use or occupancy of any project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

5.3 Withheld Payment

- 5.3.1 County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:
- (1) defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
 - (2) claims of third parties against the County or the County's property;
 - (3) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - (4) evidence that the balance of the Work cannot be completed in accordance with the Task Order for unpaid balance of the Project Price;
 - (5) evidence that the Work shall not be completed in the time required for Substantial or Final Completion of the Work;
 - (6) repeated failure (two or more times) to carry out the Work as specified by Task Order;
 - (7) damage to the County or a third party to whom the County is, or may be, liable;
 - (8) failure by the Contractor to timely pay, any, and all, applicable taxes, fees (including permit or use fees), costs, or expenses, associated with the Project.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

- 5.4.1 If within ten (10) days after the date established by Task Order for payment to the Contractor by the County, the County, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the County and the Project Manager, and without prejudice to any other available rights or remedies it may have, stop the Work until

payment of those amounts due from the County have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

5.5 Substantial Completion

- 5.5.1 When the Contractor believes the Work required by Task Order for each project is Substantially Complete, the Contractor shall submit to the Project Manager a list of items to be completed or corrected. When the Project Manager on the basis of an inspection determines that the Work is in fact Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion of the Work, shall state the responsibilities of the County and the Contractor for project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the County, the County shall pay the Contractor an amount equal to ninety percent (90%) of the Project Price. Ten Percent (10%) of the Project Price shall be retained until Final Completion, acceptance of the Work by the County and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

- 5.6.1 When all the Work required by Task Order for each project is finally complete and the Contractor is ready for a Final Inspection, it shall notify the County and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate for Payment for the project and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the County and all other Authorities having jurisdiction under Florida Laws or regulations.
- 5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed in the Certificate of Substantial Completion, the Contractor shall pay the County liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuance of the Task Order. When the County reasonably believes that Final Completion shall be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the County; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.
- 5.6.3 The County shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Manager's execution of a Final Certificate for Payment.
- 5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI – THE COUNTY

- 6.1 Information, Services and Things Required from County

- 6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, any and all written and tangible material in its possession concerning conditions below ground at the site of the project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site. Copies may be provided instead of originals.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for construction.
- 6.1.3 The County shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction per additional set of Contract Documents which it may require.
- 6.2 Right to Stop Work
 - 6.2.1 If the Contractor persistently fails or refuses to perform Work in accordance with any Task Order, the County may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.
- 6.3 County's Right to Perform Work
 - 6.3.1 If the Contractor's Work is stopped by the County under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the County that the cause of such stoppage shall be eliminated or corrected, the County may, without prejudice to any other rights or remedies the County may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued by the County deducting from the Project Price the cost of correcting the subject deficiencies, and compensation for the County's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Project Price is insufficient to cover the amount due the County, the Contractor shall pay the difference to the County.

ARTICLE VII – THE CONTRACTOR

- 7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Manager and the County, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.
- 7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the County for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.
- 7.4. Warranty
 - 7.4.1 The Contractor warrants to the County that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project hereunder. All Work not conforming to these requirements may be considered defective.
- 7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.
- 7.6 Supervision

7.6.1 The Contractor shall employ and maintain at each project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the County or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract are as follows:

Name	Function
<u>Brandt Curvel</u>	<u>Project Manager</u>
<u>Al Yeomans</u>	<u>General Superintendent</u>
<u>Dave Raymond</u>	<u>Business Development Manager</u>

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the County agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work for each project, shall submit to the Project Manager for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to each entire project. Each sum revision shall be furnished to the Project Manager. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of the Contract.

7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the project site for the Project Manager the approved Product Data, Samples and other similar required submittals. For each project, upon Final Completion of the Work, such record documents shall be delivered to the County.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the County and shall be delivered, or returned to County, as applicable, prior to Submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep each project site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the project and remove all waste, together with all of the Contractor's property there from.

7.11 Access to Work

7.11.1 The County and the Project Manager shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, for each project, the Contractor shall indemnify and hold harmless the County, its officers and employees from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work noted in the Contract Documents, that are referenced and considered a part of the Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting there from or incident to, connected with, associated with or growing out of direct and/or

indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

- 7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

- 7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with performance of the Contract and for adequate maintenance of traffic.
- 7.13.2 The Contractor shall designate a member of the on-site construction team for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

ARTICLE VIII – CONTRACT ADMINISTRATION

8.1 Project Manager

- 8.1.1 The Project Manager, unless otherwise directed by the County shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in the Contract. The Project Manager shall be the County's representative for the entire Term of the Contract. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in the Contract.
- 8.1.2 The County and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 8.1.3 The Project Manager shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Manager shall render written or graphic interpretations as necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to the County for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.
- 8.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.
- 8.1.6 The Project Manager shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
- 8.1.7 The Project Manager shall prepare Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.

8.2 Claims by the Contractor

- 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Work and the County shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager and the Contractor.
- 8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 8.2.4.1 In connection with any claim by the Contractor against the County for compensation in excess of the Project Price, any liability of the County for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.
- The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.
- 8.2.5 Claims for Additional Time. If the Contractor is delayed in progressing any Work which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the County or someone acting on the County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Manager, for such reasonable time as the Project Manager may determine.
- Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.
- 8.2.5.1 Delays and Extensions of Time. An extension of Project Time shall not be given due to weather conditions unless such weather conditions are more severe than average and have caused a delay. In requesting an extension of time for weather conditions, Contractor shall present complete records and such requests shall document how weather conditions delayed progress of the Work.
- 8.3 Field Orders
- 8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving 124
change in the Project Price or in Project Time and not inconsistent with the intent of the Contract. Such changes

shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX – SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within seven (7) business days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the County by Subparagraph 12.2.1 below.

ARTICLE X – CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.

10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 The term "Change Order" shall mean a written order to the Contractor executed by the County Administrator, or authorized designee, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Scope of Work, Project Price and/or the Project Time.

10.3 Changes in the Project Price

10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County's Certificate of Payment.

10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by propose ¹²⁵ Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the County or to the Contractor, then the applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Manager shall have authority to order minor changes in the Work for each project not involving a change in the Project Price or an extension of the Project Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the County and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the County that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI – UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.

11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or County, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform to the Contract Documents, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Project Manager's services and expenses made necessary thereby.

11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 County May Accept Defective or Nonconforming Work

11.3.1 If the County chooses to accept any defective or nonconforming Work, the County may do so. In such events, th 126
Project Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the project had it not been

constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Project Price, if any, is insufficient to compensate the County for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 For each project, if the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the County, terminate performance under the Contract and recover from the County payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 For each project, if the County shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the County

12.2.1 For Convenience

12.2.1.1 The County may terminate the Contract for convenience. In such instance, the County shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The County may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the County or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the County for such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in either its possession or control.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination of the Contract, the County shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The County and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent an agreement as to the amount due to the Contractor, the County shall pay the Contractor the following amounts:

(i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- (iii) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Project Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials to complete the Work, or fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

12.2.2.2 If the unpaid balance of the Project Price less any liquidated damages due under the Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the Contract is terminated by the County for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII – INSURANCE

13.1 Contractor's Insurance

13.1.1 The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

13.1.1.1 The Contractor shall maintain throughout the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

13.1.1.2 The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

13.1.1.3 The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-

owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

13.1.1.4 The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

13.1.1.5 The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

13.1.1.6 In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

13.1.1.7 Contractor shall provide the County at least thirty (30) days prior notice of any cancellation of or modification to any insurance coverage required under the Contract.

13.1.1.8 It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements provided in the Contract.

13.1.1.9 It is expressly noted that the insurance requirements contained herein are minimum requirements, subject to modification by the County in response to high hazard operations.

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY

14.1 Contractor's Employment Opportunity

14.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative measures to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

14.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XV – APPRENTICESHIP LAW REQUIREMENTS

15.1 Apprenticeship Law (Chapter 446, Florida Statutes)

15.1.1 In accordance with applicable Florida law, the Contractor shall make a diligent effort to hire for performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

15.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

15.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

15.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

- 15.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.
- 15.1.6 The Contractor agrees to insert in any Subcontract under the Contract the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.
- 15.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVI – PUBLIC RECORDS

16.1 Public Records (Chapter 119, Florida Statutes)

- 16.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- 16.1.2 In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- 16.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- 16.1.4 Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE XVII – MISCELLANEOUS

17.1 Governing Law and Venue

- 17.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

17.2 Successors and Assigns

17.2.1 The County and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. In light of the scope and rationale for the Contract, the Contractor shall not assign the Contract without prior express written consent of the County. However, the County shall not unreasonably deny such written consent, when the interests of the County are not negatively affected. Should the Contractor assign this Contract without securing the prior express written consent of the County, then the County may pursue any legal option available to the County, including, but not limited to, termination of the Contract.

17.3 Surety Bonds

17.3.1 For each project, the Contractor shall furnish a separate Public Construction Bond to the County. Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such Bonds. Each Public Construction Bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Contractor, the Contractor shall obtain a an Amended Public Construction Bond, or a New Public Construction Bond which reflects the adjusted Project Price. Such Amended or New Public Construction Bond shall be provided to the County within ten (10) days of the Change Order being approved to adjust the Project Price. The Public Construction Bond furnished by the Contractor shall be in form suitable to the County and shall be executed by a Surety, or Sureties, reasonably suitable to the County.

17.4. Safety of Persons and Property

17.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Engineer.

17.4.2 Locations of existing utility lines shown on the Drawings are based upon the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

17.4.3 Contractor shall protect utility lines constructed pursuant to terms of the Contract and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the County.

17.5 Amendments

It is expressly understood that any change, amendment, modification, revision, or extension of the Contract (other than termination, as noted elsewhere in the Contract) shall be in writing, and shall be executed by duly authorized representatives of both the County and the Contractor.

17.6 Compliance with Local, State, and Federal Rules, Regulations, and Laws

In performance of the Contract, both the County and the Contractor shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

17.7 Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party hereto to insist upon strict performance of any term, condition, provision, and/or requirement of the Contract, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

17.8 Severability

If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of the Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17.9 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

17.10 Authority to Execute

Each party covenants to the other party hereto that it has the lawful authority to enter into the Contract and has authorized the execution of the Contract by the party's authorized representative.

17.11 Notice Regarding Public Entity Crimes

Section 287.133(3)(a), Florida Statutes requires the County to notify the Contractor of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services, following a conviction from a public entity crime from:

- (a) Contracting to provide goods or services to a public entity;
- (b) Submitting a bid on a contract for construction or repair of a public building or public work;
- (c) Submitting bids on leases of real property to a public entity;
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or affiliate is placed on the convicted vendor list.

17.12. Termination Under Section 287.135, Florida Statutes

Notwithstanding any other provision in the Contract to the contrary, the County will have the option, in the exercise of its sole discretion, to immediately terminate the Contract if the Contractor is found to have submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135, Florida Statutes.

17.13. Royalties and Payments

The Contractor hereby certifies that to the best of the Contractor's information, neither the Contractor, nor any process employed by the Contractor, infringes upon any trademark, patent, or other intellectual property rights of another party. Moreover, the Contractor agrees to pay (where required and/or applicable) any, and all, applicable royalties, and or license fees that are associated with any aspect of this Project.

17.14. Permits and Licenses.

To the extent required, the Contractor (at its sole expense) shall secure, obtain, acquire, and maintain permits, approvals, certificates, and/or licenses, in order to perform the Work referenced in the Contract, the Contractor shall be responsible or securing, obtaining, acquiring and maintaining at the Contactor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance.

17.15. Completion of All Required Forms

Throughout the duration of the Contract, the Contractor has an on-going duty to timely complete all forms required by Federal, State, or local law, rule, regulation, or ordinance, and where required, timely submit the required form to the applicable entity/person.

17.16. No Third Party Beneficiaries

Both the County and the Contractor explicitly agree, and the Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

17.17. E-Verify

The Contractor agrees that it will enroll and participate in the federal E-verify Program for Employment Verification. The Contractor further agrees to comply with, and abide by, any, and all, applicable rules an 132 provisions associated with the federal E-verify Program for Employment Verification.

17.18. Survival.

It is explicitly noted that the following provisions identified by numbered caption and contained herein shall survive any suspension, termination, cancellation, revocation, expiration and/or non-renewal of the Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, expiration and/or non-renewal: (1) Article 1.5 (Intent and Interpretation); (2) Article 1.6 Ownership of Contract Documents; (3) Article 7.4 (Warranty); (4) Article 7.12 (Indemnity); (5) Article 11 (Uncovering and Correcting Work); and (6) Article 12.2.2 (Termination for Cause).

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

COUNTY

CONTRACTOR

St. Johns County, FL (Seal)

Insituform Technologies, LLC (Seal)

By: Jaime T. Locklear, MPA, CPPB, FCCM
(Printed Name)

By: Diane Partridge
(Printed Name)

Assistant Purchasing Manager
(Title of Signing Representative)

Diane Partridge
(Signature)

Jaime T. Locklear
(Signature)

Contracting and Attesting Officer
(Title of Signing Representative)

1/24/18
(Date of Execution)

1/23/18
(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Courts

By: Lam Halterman
Deputy Clerk

1/24/18
Date of Execution

ST JOHNS COUNTY

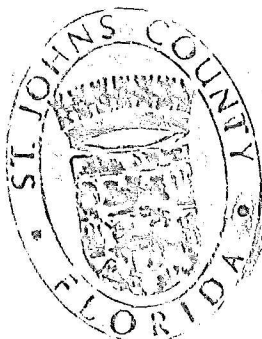
JAN 24 '18

PURCHASING

LEGALLY SUFFICIENT:

[Signature]
Deputy County Attorney

1/24/18
Date of Execution



INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF OFFICERS

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlinda Adkins, Laura M. Andreski, Janet Hass, Jana Laue, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and
2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: December 14, 2017


Frank R. Firsching
President

RFP No: 18-22; Utility Rehabilitation/Construction Services
MASTER CONTRACT # 18-MCC-INS-08953

EXHIBIT "A"
UNIT PRICE LIST

Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
A. Sanitary Sewer Line Cleaning and Inspection					
a.	Light Cleaning (<1/4 diameter)				
1	4" Diameter	200	LF	1.10	
2	6" Diameter	500	LF	1.10	
3	8" Diameter	6,000	LF	1.60	
4	10" Diameter	500	LF	1.60	
5	12" Diameter	200	LF	2.40	
6	15" Diameter	100	LF	3.70	
7	18" Diameter	100	LF	4.20	
b.	Tuberculation Cleaning				
1	4" Diameter	100	LF	15.90	
2	6" Diameter	200	LF	15.90	
3	8" Diameter	1,000	LF	12.70	
4	10" Diameter	200	LF	15.90	
5	12" Diameter	100	LF	21.20	
6	15" Diameter	50	LF	21.20	
7	18" Diameter	50		23.30	
c.	Root Removal				
1	4" Diameter	100	LF	5.30	
2	6" Diameter	200	LF	5.30	
3	8" Diameter	1,000	LF	4.20	
4	10" Diameter	200	LF	4.20	
5	12" Diameter	50	LF	4.20	
6	15" Diameter	50	LF	5.30	
7	18" Diameter			8.00	
d.	CCTV Inspection - Sewer Lateral				
1	Lateral Inspection 0' to 40'	20	EA	291.00	
2	Additional Lateral Inspection >40'	1	LF	5.30	
e.	CCTV Pipe Inspection				
1	6" Diameter	500	LF	1.10	
2	8" Diameter	6,000	LF	1.10	
3	10" Diameter	500	LF	1.10	
4	12" Diameter	200	LF	1.10	
5	15" Diameter	100	LF	2.90	
6	18" Diameter	100	LF	3.20	

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
B. Sanitary Sewer Rehabilitation					
1. CIPP lining					
a.	6" Diameter				
1	4.5mm nominal thickness (.177)	500	LF	30.28	
b.	8" Diameter				
1	6.0 mm nominal thickness (.236)	6,000	LF	25.35	
2	7.5 mm nominal thickness (.295)	1	LF	27.10	
3	9.0 mm nominal thickness (.354)	1	LF	32.10	
c.	10" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF	34.20	
2	7.5 mm nominal thickness (.295)	1	LF	33.60	
3	9.0 mm nominal thickness (.354)	1	LF	39.90	
d.	12" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF	38.30	
2	7.5 mm nominal thickness (.295)	1	LF	40.15	
3	9.0 mm nominal thickness (.354)	1	LF	42.45	
e.	15" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF	48.50	
2	7.5 mm nominal thickness (.295)	1	LF	50.55	
3	9.0 mm nominal thickness (.354)	1	LF	52.85	
f.	18" Diameter				
1	6.0 mm nominal thickness (.236)	100	LF	54.80	
2	7.5 mm nominal thickness (.295)	1	LF	55.10	
3	9.0 mm nominal thickness (.354)	1	LF	63.00	
2. Sectional CIPP lining					
a.	6" Diameter				
1	3' in length	1	EA	1850.00	
2	4' in length	1	EA	1957.00	
3	6' in length	1	EA	2065.00	
4	8' in length	1	EA	2220.00	
b.	8" Diameter				
1	3' in length	1	EA	1855.00	
2	4' in length	1	EA	1960.00	
3	6' in length	1	EA	2330.00	
4	8' in length	1	EA	2645.00	
c.	10" Diameter				
1	3' in length	1	EA	1855.00	

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
2	4' in length	1	EA	1960.00	
3	6' in length	1	EA	2330.00	
4	8' in length	1	EA	2645.00	
d.	12" Diameter				
1	3' in length	1	EA	2065.00	
2	4' in length	1	EA	2330.00	
3	6' in length	1	EA	2595.00	
4	8' in length	1	EA	2805.00	
e.	15" diameter				
1	3' in length	1	EA	2485.00	
2	4' in length	1	EA	2700.00	
3	6' in length	1	EA	2910.00	
4	8' in length	1	EA	3175.00	
f.	18" diameter				
1	3' in length	1	EA	2750.00	
2	4' in length	1	EA	2910.00	
3	6' in length	1	EA	3175.00	
4	8' in length	1	EA	3438.00	
3. Lateral CIPP Lining					
a.	Top hat / full wrap - up to 36 inches				
1	4" lateral connection	10	EA	1960.00	
2	6" lateral connection	50	EA	1960.00	
3	8" lateral connection	1	EA	3385.00	
b.	Lateral lining 0 to 40'	10	EA	1800.00	
c.	Additional lateral lining >40'	1	LF	79.30	
d.	Lateral cutout & polish	200	EA	162.00	
e.	Lateral grout	50	EA	344.00	
4. Cleanout Installation					
a.	4" cleanout	1	EA	2380.00	
b.	6" cleanout	1	EA	2595.00	
c.	8" cleanout	1	EA	2645.00	
C. Maintenance of Traffic					
a.	Traffic Control – MOT Index 601 or 602 (per day)	1	DAY	320.00	
b.	Traffic Control – MOT Index 603 or higher (per day)	1	DAY	1060.00	
c.	Traffic Control – MOT Index 601 or 602 (per week)	1	WK	1590.00	
d.	Traffic Control – MOT Index 603 or higher (per week)	1	WK	5300.00	
e.	Variable Message Board (per week)	1	WK	370.00	
D. Mobilization					
a.	Regular Mobilization (~ 4-6 weeks)	1	EA	3700.00	
b.	Emergency Mobilization (< 1 week)	1	EA	6350.00	
Sub-total					\$
E. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%			1.5%	

RFP No: 18-22; Utility Rehabilitation/Construction Services
MASTER CONTRACT # 18-MCC-INS-08953
EXHIBIT "C"

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the

Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

3. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

7. Procurement of Recovered Materials.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

8. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. Compliance with Federal Law, Regulations, and Executive Orders.

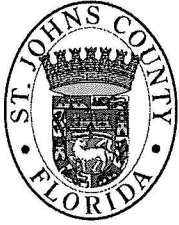
This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



St. Johns County Board of County Commissioners

Purchasing Division

January 24, 2018

Insituform Technologies, LLC
17988 Edison Ave
Chesterfield, MO 63005

RE: RFP No: 18-22 – Utility Rehabilitation/Construction Services
Master Contract No: 18-MCC-INS-08953

Dear Mrs. Partridge:

Attached, please find a fully executed original copy of the Contract Agreement for Utility Rehabilitation/Construction Services for your files.

All work under this contract will be authorized by Task Orders. No work shall be performed without an executed Task Order, issued by the SJC Purchasing Department. In the event the County requests a proposal from Insituform Technologies, LLC regarding a specific project, any and all instructions for the proposal will be included in the request.

If you have any questions regarding this contract, you may contact me at the information below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department

A handwritten signature in black ink, appearing to read "Leigh A. Daniels", is written over the typed name and title.

Leigh A. Daniels, CPPB
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us

CC: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing RFP 18-22 – Master Contract File

WINTER HAVEN

The Chain of Lakes City

Office of Utilities Services

Addendum #1 St. Johns County Master Contract #: 18-MCC-INS-08953

Paragraph 16.1.4 for the custodian of public records 863-291-5600 extension 232; jtownsend@mywinterhaven.com, 451 Third Street N.W., Winter Haven, Florida 33881 attention Joy Townsend, Deputy City Clerk/Records Manager.

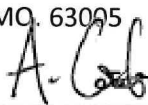
Paragraph 17.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be Polk County Florida.

AEGION / INSITUFORM

Andrew Costa VP Sales East Region

17988 Edison Avenue

Chesterfield, MO. 63005



Date: 02/07/2019

Andrew Costa

February 4, 2019

AAJA-YBTVF8

Mr. Steve Rheiner, CPM
Utility Project Coordinator
401 6th Street S.W.
Winter Haven, Florida. 33880

Project Name: FY2019 Sanitary Sewer Rehabilitation - Fox Ridge, Lake Mirror, Leisure Shores & 5th St.

Contract #: St. John's County - Utility Rehabilitation/Construction Services
MASTER CONTRACT #18-MCC-INS-08953

Start Date: TBD

Completion Date: TBD

PROPOSAL PRICING:

Insituform proposes the following pricing for the scope of services described herein:

Item	Description	Est. Quantity	Units	Unit Cost	Item Total
Task Order #1 - 5th Street NE					
Aa3	Light Cleaning - 8" Diameter	1,118	LF	\$1.60	\$1,788.80
Ae3	CCTV Pipe Inspection - 8" Diameter	1,118	LF	\$1.10	\$1,229.80
B1b1	CIPP Lining – 8" Diameter 6.0 Nominal Thickness	1,118	LF	\$25.35	\$28,341.30
B3d	Lateral Cutout & Polish	21	EA	\$162.00	\$3,402.00
Da	Regular Mobilization (~4-6 weeks)	1	EA	\$3,700.00	\$3,700.00
Ca	Traffic Control - MOT Index 601 or 602 (per day)	3	DAY	\$320.00	\$960.00
SUBTOTAL					\$39,421.90
Task Order #2 - Leisure Shores					
Aa3	Light Cleaning - 8" Diameter	4,129	LF	\$1.60	\$6,606.40
Ae3	CCTV Pipe Inspection - 8" Diameter	4,129	LF	\$1.10	\$4,541.90
B1b1	CIPP Lining – 8" Diameter 6.0 Nominal Thickness	4,129	LF	\$25.35	\$104,670.15
B3d	Lateral Cutout & Polish	74	EA	\$162.00	\$11,988.00
Da	Regular Mobilization (~4-6 weeks)	0	EA	\$3,700.00	\$0.00
Ca	Traffic Control - MOT Index 601 or 602 (per day)	3	DAY	\$320.00	\$960.00
SUBTOTAL					\$128,766.45
Task Order #3 - Fox Ridge					
Aa3	Light Cleaning - 8" Diameter	3,319	LF	\$1.60	\$5,310.40
Ae3	CCTV Pipe Inspection - 8" Diameter	3,319	LF	\$1.10	\$3,650.90
B1b1	CIPP Lining – 8" Diameter 6.0 Nominal Thickness	3,319	LF	\$25.35	\$84,136.65
B3d	Lateral Cutout & Polish	71	EA	\$162.00	\$11,502.00
Da	Regular Mobilization (~4-6 weeks)	1	EA	\$3,700.00	\$3,700.00
Ca	Traffic Control - MOT Index 601 or 602 (per day)	3	DAY	\$320.00	\$960.00
SUBTOTAL					\$109,259.95
Task Order #4 - Lake Mirror Drive					
Aa3	Light Cleaning - 8" Diameter	527	LF	\$1.60	\$843.20
Ae3	CCTV Pipe Inspection - 8" Diameter	527	LF	\$1.10	\$579.70
B1b1	CIPP Lining – 8" Diameter 6.0 Nominal Thickness	527	LF	\$25.35	\$13,359.45
B3d	Lateral Cutout & Polish	3	EA	\$162.00	\$486.00
Da	Regular Mobilization (~4-6 weeks)	1	EA	\$3,700.00	\$3,700.00
Ca	Traffic Control - MOT Index 601 or 602 (per day)	1	DAY	\$320.00	\$320.00
SUBTOTAL					\$19,288.35
Ae3	Contract Performance and Payment Bond Cost	1	EA	\$4,451.05	\$4,451.05
PROJECT TOTAL					\$301,187.70

EXHIBIT "C"

*** A copy of St. John's County contract #18-MCC-INS-08953 has been attached to this proposal for review and use ***

Submitted By:

A handwritten signature in black ink, appearing to read "A. Costa". The signature is stylized with a large "A" and a cursive "Costa".

Andrew Costa
Vice President of Sales

CONTRACT AGREEMENT
REGARDING SANITARY SEWER
LINE REHABILITATION PROJECT
2019

THIS CONTRACT AGREEMENT REGARDING SANITARY SEWER LINE REHABILITATION PROJECT 2019 ("Agreement") is made and entered into as of the ____ day of February, 2019, by and between **THE CITY OF WINTER HAVEN, a Florida municipal corporation** (hereinafter referred to as the "City"), and **INSITUFORM TECHNOLOGIES, LLC, a Delaware Limited Liability Company, authorized to do business in the State of Florida** (hereinafter referred to as "Contractor"), their successors or assigns.

WHEREAS, the City's Utility Services Department has an ongoing program to line old gravity sewer mains within the City's Utility service area. The Sanitary Sewer Line Rehabilitation Project for 2019 includes sewer mains in Fox Ridge Subdivision, Leisure Shores Subdivision, 5th Street NE and Lake Mirror Drive as shown on Exhibit "A" attached hereto and incorporated herein by reference (hereafter referred to as "Project");

WHEREAS, the City desires to procure the services of a competent and qualified Contractor to perform services for the Project in accordance with applicable law, Charter, Code, and rules and regulations; and

WHEREAS, in previous years, Contractor was the successful low bidder for other Sanitary Sewer Line Rehabilitation Projects performed by the City and is deemed a qualified competent contractor;

WHEREAS, on or about 2018 St. Johns County, Florida, conducted a Competitive Solicitation Process under RFP No. 18-22 to obtain a contractor for work within the same scope, terms and conditions as the Project; and

WHEREAS, the City's Purchasing Manager has reviewed all of the information related to the St. Johns County competitive bid process associated with RFP No. 18-22 and has determined that it meets the City's criteria in order to allow the City to piggy back on St. Johns County, Florida's procurement process and resulting contract number 18-MCC-INS-08953 dated January 24, 2018, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, based on the same unit pricing in the St. Johns County contract, the total Project cost based on 9,093 linear feet of 8 inch gravity sewer main will be \$301,187.70 pursuant to the Pricing Quotation from Contractor attached hereto as Exhibit "C" and incorporated herein by reference; and

WHEREAS, the Project provides a public benefit through the

implementation and furtherance of the goals, objectives and policies of the City.

NOW THEREFORE, in consideration of the terms set forth herein, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated by reference.

2. All of the terms of the Contract between Contractor and St. Johns County, Florida, under Contract No. 18-MCC-INS-08953 dated January 24, 2018, and attached hereto as Exhibit "B" are hereby incorporated and adopted and shall govern the rights, duties, responsibilities of the City and Contractor for the Project provided that the total contract price based on 9,093 linear feet of 8 inch gravity sewer main is \$301,187.70 as set forth on Exhibit "C" attached hereto and incorporated herein by reference. All references to St. Johns County, Florida shall include the City of Winter Haven, Florida.

3. Paragraph 16.1.4 of the St. Johns County Contract shall read as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, EXT. 232, JTownsend@mywinterhaven.com, 451 THIRD STREET, N.W., WINTER HAVEN, FLORIDA 33881.

4. Paragraph 17.1.1 of the St. Johns County Contract shall read as follows:

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be Polk County, Florida.

5. Notices. Any notices required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) calendar days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier

service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by the parties to this Agreement, in writing from time to time, to the following persons as follows:

For the City:	Mike Herr City Manager City of Winter Haven 451 Third Street, N.W. Winter Haven, Florida 33881
With a copy to: (which shall not constitute notice)	Frederick J. Murphy, Jr., City Attorney Boswell & Dunlap LLP 245 South Central Avenue Bartow, Florida 33831
For Contractor:	(Insert contact) () () ()

Each party shall be responsible for notifying the other party of any change in their address.

The balance of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

THE CITY OF WINTER HAVEN, FLORIDA, a
Florida municipal corporation

By: _____
Bradley T. Dantzler
As its: Mayor

Date

ATTEST WITH SEAL:

By _____
Vanessa Castillo, MMC, City Clerk

Approved as to correctness and form:

By _____
Frederick J. Murphy, Jr., City Attorney

Signed, sealed and delivered
in the presence of:

INSITUFORM TECHNOLOGIES, LLC

Two Witnesses

By: _____
Print Name:
As its:

Date

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
February 25, 2019

DATE February 7, 2019

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager

FROM: Gary M. Hubbard, Utility Services Department Director
Terry Carver, Wastewater Treatment Plants Manager

SUBJECT: Two Year Contract Hauling Bio-solids

BACKGROUND:

Wastewater Treatment Plants #2 and #3 produce bio-solids that have to be disposed of in a Class I land fill. Between the two facilities approximately 8,880 wet tons of bio-solids are produced that have to be disposed of each year.

The City currently has a contract with Republic Services of Florida, Limited Partnership (Lakeland, FL) to haul the City's bio-solids to Cedar Trails Land Fill that expires March 31, 2019. Republic Services of Florida will not renew the contract under the same terms and conditions. The existing contract charges \$125 per dumpster pull and \$31 per ton for disposal or \$350,000 per year.

Invitation to bid ITB-19-12 for a two year contract for bio-solids was advertised December 27, 2018. The bids were opened January 18, 2019 with one bid received. Republic Services of Florida, Limited Partnership (Lakeland, FL) was the only bid at \$387,760 per year based upon \$160 per dumpster pull and \$33 per ton.

On January 28, 2019, staff recommended awarding ITB-19-12 to Republic Services for \$387,760 per year. A Notice of Intent to Award was issued with no protest received in response. ITB-19-12 allows a contract term of two years, with two (2), two (2) year extensions at the same terms and conditions, upon mutual consent of Republic Services and the City.

FINANCIAL IMPACT:

Staff estimates approximately 8,880 tons of bio-solids will have to be disposed of annually at a cost of \$387,760 per year. Staff budgeted \$50,000 under 402-08-304-3404 and \$300,000 under 402-08-316-3404 for this project in FY 19 and the same amounts in FY 2019/2020. With the increase in cost, staff will budget additional monies in FY 2019/2020.

RECOMMENDATION:

Staff recommends City Commission approve awarding ITB-19-12 to Republic Services of Florida, Limited Partnership (Lakeland, FL) for \$387,760 with said funds to come from accounts 402-08-304-3404 and 402-08-316-3404 and authorize the City Manager to execute related documents and take any further actions necessary and incidental thereto.

ATTACHMENTS:

Bid Tabulation Sheet
Republic Services Bid Proposal
Agreement with Republic Services
Exhibit A to Agreement

BID NO: ITB-19-12
 BID OPENING 2:00 P.M., 01/18/19

CITY OF WINTER HAVEN
 TABULATION OF BIDS

AWARDED TO:

Two Year Contract - Hauling Biosolids			Bidder No 1 Republic Services of Florida, Limited Partnership Lakeland, FL		Bidder No	
Item	Estimated usage per year	Description	Unit Price Per Load	Total Price	Unit Price Per Load	Total Price
A	52	Picked up from WWTP#2 and delivered to permitted Waste Mgmt. Facility	\$160.00	\$8,320.00		
B	540	Picked up from WWTP#3 and delivered to permitted Waste Mgmt. Facility	\$160.00	\$86,400.00		
C	8880	Unit Price per ton for disposal of Biosolids at a permitted Solid Waste Mgmt. Facility Unit Price per Ton	\$33.00	\$293,040.00		
		Estimated Total		\$387,760.00		

Two Year Contract - Hauling Biosolids			Bidder No		Bidder No	
Item	Estimated usage per year	Description	Unit Price Per Load	Total Price	Unit Price Per Load	Total Price
A	52	Picked up from WWTP#2 and delivered to permitted Waste Mgmt. Facility				
B	540	Picked up from WWTP#3 and delivered to permitted Waste Mgmt. Facility				
C	8880	Unit Price per ton for disposal of Biosolids at a permitted Solid Waste Mgmt. Facility Unit Price per Ton				
		Estimated Total				

Prepared by



1

MP

Date: 1-18-19

ITB-19-12 Proposal and Bid Form

Bidder Name: Republic Services of Florida, Limited
Partnership

Proposed Waste Management Facility: Cedar Trail

Item	Description	Est. Usage Per Year	Units	Unit Cost	Item Total
A	Unit price per load picked up from the City of Winter Haven's WWTP #2 and delivered to permitted Solid Waste Management Facility. Do not include disposal fee.	52		160	8320
B	Unit price per load picked up from the City of Winter Haven's WWTP #3 and delivered to permitted Solid Waste Management Facility. Do not include disposal fee.	540		160	86400
C	Unit price per ton for disposal of biosolids at a permitted Solid Waste Management Facility (Disposal Fee).	8880		33	293040
	Esitmated Total				387760

Proposal and Bid Form
ITB-19-12

- A. The following Proposal is hereby made to the City of Winter Haven, Florida, hereinafter called the CITY, for each item listed on the **Proposal and Bid Form page PBF-2**.

Proposal is submitted by:

Republic Services of Florida, Limited Partnership
(Company)

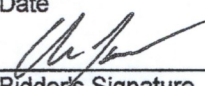
- B. The undersigned agrees to deliver the services, F.O.B., Winter Haven, Florida, within One (1) working days after receipt of contract award in accordance with the Invitation To Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated December 27, 2018.

- C. The undersigned acknowledges receipt of the following addenda which are a part of the Invitation To Bid:

Addendum No. 1 Dated December 27, 2018
Addendum No. _____ Dated _____

- D. By signing and submitting this bid, the undersigned bidder hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more). Any contract with the City of Winter Haven for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City of Winter Haven, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

- E. A City of Winter Haven Procurement Card will be accepted as method of payment. [☒] YES [] NO
NOTE: if Bidder checks "yes" above, Bidder agrees that the City may use a City issued Mastercard for the payment of any and all invoices submitted as a result of the performance of this bid.

<u>1/10/2019</u>	<u>Republic Services of Florida, Limited Partnership</u>
Date	Name of Company
	<u>3820 Maine Avenue</u>
Bidder's Signature	Address (Mailing)
<u>Chris Jones/General Manager</u>	<u>Lakeland, FL 33801</u>
Name/Title	City State Zip
<u>65-0716904</u>	<u>863-665-1489</u>
Federal Employer I.D. # (FEID)	Telephone Number
<u>Chris.Jones@republicservices.com</u>	<u>863-666-5882</u>
Email Address	Fax Number

PBF-1

AGREEMENT REGARDING HAULING BIOSOLIDS

The date of this Agreement is February 25, 2019 and it is made between Republic Services of Florida, a Limited Partnership, authorized to do business in the State of Florida, hereinafter called the Contractor, and the City of Winter Haven, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called the City, to complete the following services:

In accordance with the Provisions of City ITB 19-12 and Contractor's Proposal and Bid Form submitted in response thereto, the Contractor agrees that it has offered to perform the hauling of biosolids generated from the City's Wastewater Treatment Plant #2 and Wastewater Treatment Plant #3 for a term of two (2) years commencing April 1, 2019 in accordance with the terms of ITB 19-12 and Contractor's Proposal for the unit price loads as set forth in the Contractor's Proposal and Bid Form, for a total of \$387,760.00 per year based on \$160.00 per dumpster pull and \$33.00 per ton in the time frame specified and the City agrees that it accepts that proposal and will pay the Contractor that amount to perform the services identified in this Agreement.

The Contractor and City agree that this Agreement may be extended for two (2) two (2) year extensions at the same terms and conditions upon mutual consent of Contractor and the City executed at least sixty (60) days prior to April 1, 2021

ARTICLE I. THE CONTRACT DOCUMENTS.

The Invitation to Bid, ITB 19-12, City specifications, special conditions and attachments, City Terms and Conditions (General Provision Clauses 03-09-18), and Contractor's Proposal and Bid Form, any Addenda issued during the bidding period, and any Change Order Notices issued after the Contract is let are Contract Documents and are incorporated herein and are a part of this Agreement and the parties shall perform in accordance with all provisions in the aforementioned contract documents. Copies of said documents are attached hereto as Composite Exhibit "A" and are incorporated herein by reference.

ARTICLE II. THE CONTRACTOR AGREES.

The Contractor agrees to furnish all labor, materials, plant, equipment, supervision and any other necessary facilities to perform the services identified above and which are the subject of this Agreement.

The Contractor agrees to maintain an adequate work force, sufficient equipment, and ample supplies of materials in order to perform all services identified above and which are the subject of this Agreement.

The Contractor agrees to begin the services under this Agreement when it receives notice to proceed from the City, to proceed diligently with the services, and to complete the services within the specified time.

The Contractor agrees to furnish the City with acceptable proof it has in force the insurance the City demands it maintain during the life of this Agreement.

ARTICLE III. THE CITY AGREES.

The City agrees to make payment to the Contractor within thirty (30) calendar days after receipt of acceptable invoices.

ARTICLE IV. THE CONTRACTOR AND THE CITY MUTUALLY AGREE.

The Contractor and the City mutually agree the City may terminate this Agreement if the Contractor fails to comply with any terms of this Agreement. The Contractor at the discretion of the City, be charged the increase in cost of obtaining goods and services elsewhere.

The Contractor and the City mutually agree that should the City terminate this Agreement for cause, the City may serve notice of this action upon any Surety furnished by the Contractor who shall have the right to fulfill the Contractor's obligation to provide services.

The Contractor and the City mutually agree that if the Surety fails to proceed to fulfill the Contractor's obligation within thirty days after the City has served such notice, the City may proceed with the work at the expense of the Contractor.

ARTICLE V. FOR PROJECTS OR CONTRACTS THAT ARE SUBJECT TO LAP EEO REQUIREMENTS:

For Projects or Contracts that are subject to LAP EEO Requirements, required Contract Provisions Federal-Aid Construction Contracts (FHWA 1273) are required regulations of this Agreement and are hereby made a binding part of this Agreement. Contractor Compliance, and any Subcontractor Compliance, with these regulations is required.

ARTICLE VI. FOR PROJECTS OR CONTRACTS THAT ARE SUBJECT TO HUD SECTION 3. AND DAVIS-BACON REQUIREMENTS:

For Projects or Contracts that are subject to HUD Section 3 and Davis-Bacon Requirements, required Contract Provisions Federal-Aid Construction Contracts are required regulations of this Agreement and are hereby made a binding part of this Agreement. Contractor Compliance, and any Subcontractor Compliance, with these regulations is required.

ARTICLE VII. IN WITNESS WHEREOF:

The Contractor and the City have executed this Agreement in two counterparts each of

which shall be deemed an original Contract.

Signed, sealed, and delivered in our presence:

Name of Contractor: Republic Services of Florida,
a Limited Partnership

Authorized Signature: _____
(In ink)

Name (Typed/Printed)/Title: Chris Jones, General Manager

Address of Contractor: 3820 Main Avenue, Lakeland, FL 33801

For the City of Winter Haven, Florida:

Mike Herr, City Manager

Attest: _____
Vanessa Castillo, MMC, City Clerk

Date: _____

WINTER HAVEN

The Chain of Lakes City

December 27, 2018

INVITATION TO BID ITB-19-12

Sealed Bids marked **"SEALED BID – Annual Contract – Hauling Biosolids"** will be received by the City of Winter Haven until **2:00 P.M., January 18, 2019**, at the office of the Financial Services Department, 551 3rd St NW, Winter Haven, Florida, 33881, for the following:

"Annual Contract – Hauling Biosolids"

At that time, bids will then and there be publicly opened and read aloud in the City Hall Annex Conference Room.

The products specified shall be furnished in accordance with the Invitation To Bid, Specifications, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein and any other documents prepared for this bid.

Questions concerning this bid must be submitted in writing on or before 2:00 p.m., January 11, 2019, to Terry Carver at tcarver@mywinterhaven.com Questions received after this time may not be answered.

Public Records – It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

Bidders shall submit bids on the Proposal and Bid form furnished by the City. An Excel Proposal and Bid form is located on the website. You will be able to enter your unit prices, and it will calculate the totals for you. Please complete, print this out, and turn in along with all other necessary bid documents. Be sure to scroll up and down completely to fill in all bid items. **Please submit one un-bound (no staples, no binder) original and one copy.** Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. **W-9** should be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

The City of Winter Haven reserves the right to reject any and all bids, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the Terms and Conditions referenced herein above. The City's EEO plan is available and can be viewed at [https://www.egovlink.com/public_documents300/winterhaven/published_documents/Winter%20Haven/Equal%20Employment%20Opportunity%20\(EEO\)/Equal%20Employment%20Opportunity%20Plan%20FY17-18.pdf](https://www.egovlink.com/public_documents300/winterhaven/published_documents/Winter%20Haven/Equal%20Employment%20Opportunity%20(EEO)/Equal%20Employment%20Opportunity%20Plan%20FY17-18.pdf)

Sincerely,

CITY OF WINTER HAVEN



Bob Bishop
Purchasing

Enclosures

LEGAL ADVERTISEMENT

INVITATION TO BID
ITB-19-12

The City of Winter Haven, Florida will receive sealed bids until 2:00 P.M., January 18, 2019, at the office of the Financial Services Department, 551 3rd St NW, Winter Haven, Florida, 33881, for the following:

"Annual Contract – Hauling Biosolids"

Prospective bidders may obtain copies of the Invitation To Bid from the following website:

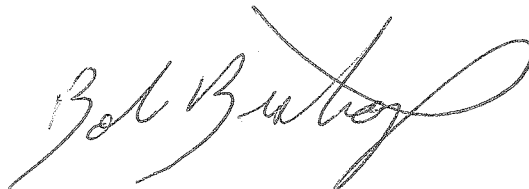
<http://www.egovlink.com/winterhaven/postings.asp?listtype=BID>

The products specified shall be furnished in accordance with the Invitation To Bid, Specifications, Terms and Conditions, and any other documents prepared for this bid.

The City of Winter Haven reserves the right to reject any and all bids, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

CITY OF WINTER HAVEN

A handwritten signature in black ink, appearing to read "Bob Bishop", with a stylized flourish at the end.

Bob Bishop
Purchasing

Advertise: December 31, 2018

ITB-19-12

• SPECIFICATIONS

1. Any new vendor shall furnish all labor, materials, supplies, equipment, insurances and supervision necessary to provide a total of three (3) new 30- yard dumpsters that must have a permanent lining, retractable cover, bottom drain, and sealed access door. Existing vendors will not have to provide new dumpsters since they have already been provided. Vendors will be required to maintain the dumpsters in a safe and good operating condition and to repair or replace dumpsters and accessories as needed. Vendors are required to transport and dispose of approximately 592 30 yard dumpsters of biosolids per year from the City of Winter Haven's WWTF #2 and WWTF #3 to Cedar Trail Landfill or a permitted Solid Waste Management Facility that can accept the biosolids for disposal.
2. The permanent lining in the dumpsters must allow biosolids to be easily dumped from the dumpster and prevent biosolids from sticking to the inside of the container. For photographs of a typical dumpster, see attachment B. Recoating will be necessary if more than minimal solids are returned after the dumpster has been emptied.
3. Prices shall include dumpster delivery, setting in the designated place, and pickup.
4. Pickups will be scheduled Monday thru Friday between 5:00 AM and 5:00 PM. The first pickup should be before 6:30 AM. The City may provide a routine pickup schedule and call if the schedule needs to be modified.
5. All vendors are required to have sufficient equipment available to remove biosolids within twenty-four (24) hours of notification by the City of Winter Haven. Vendors are required to provide a contact phone number that can be reached at anytime. The contact phone number must have voicemail capabilities. The vendor must return the call to the City no later than 8:00am of the following workday.
6. The biosolids to be hauled will pass Method 9095B (Paint Filter Liquids Test), included in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (EPA Publication SW-846) so the biosolids are not considered a liquid waste.
7. Should the vendor cause delays in removing the biosolids within twenty-four (24) hours of notification resulting in increased or non-compliant solid content at the treatment facility, the City may deduct one hundred (\$100) per hour for each hour the facility is in non-compliance. The deduction shall be taken from the vendor's next invoice.

8. In the event that a spill occurs while the vendor is loading, transporting or transferring the biosolids, the vendor must notify the assigned representative of the City immediately. Notification time shall not exceed one (1) hour. The vendor assumes all responsibility to handle the spill according to all applicable, Federal, State, County and Municipal rules and regulations. Any spill or damage to the Cities equipment will be considered just cause for cancellation of the contract.
9. The transport of biosolids must be coordinated to facilitate minimum interruption to the normal operating conditions of the wastewater treatment facilities. The vendor must have the capacity to arrange multiple pickups of biosolids each day (sometimes three (3) or more per day) and transport it to the disposal site to permit continued operation of the existing facilities as required by the regulations of the Florida Department of Environmental Protection (FDEP). In all other hauling scenarios, the vendor will schedule and arrange their work with local staff to minimize normal operation interruption and allow for continued operation of the facility within FDEP guidelines.
10. The vendor's attention is directed to the fact that all applicable Federal, State, County, and Municipal ordinances and rules and regulations of authorities having jurisdiction over this contract will apply to the contract the same as though herein written out in full.
11. Invoices and disposal facility tickets must include the facility's name, wet tons hauled, date/time hauled, delivery site, and date/time delivered. The vendor must submit monthly reports 15 calendar days after the close of the month for each WWTF summarizing this information to the City.
12. In most cases, scheduling will be performed by the individual facility on as-needed bases.
13. All scheduled pick-ups must be within a thirty (30) minute window of the scheduled pickup time.
14. All vendors are required to submit a list of all non-pickup days such as weekends and/or holidays as part of the bid submittal.

SPECIAL CONDITIONS

1. The City will evaluate the bids based on hauling and disposal combinations. Award will be made based on the overall low bid combination of items A, B, and C on the bid sheet.
2. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid.
3. The period of performance for this bid is from date of award for a two year period. It may be extended for two (2) two (2) year periods at the same terms and conditions, with the mutual agreement of all parties. If a mutual agreement is not met, then the City will go out for bids.
4. The successful vendor shall invoice according to prices bid for items as applicable.
5. Quantities stated are estimates: the City does not guarantee a minimum or maximum.
6. The City reserves the right to perform some or all of these services themselves at any time during the term of this contract.
7. If it becomes necessary to revise or amend this bid, an addendum will be issued and will be posted on the City's website. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
8. The contractor must carry workers compensation, general liability and automobile insurance in an amount and form acceptable to the City, with limits of no less than one-million dollars. Current copy listing the City of Winter Haven as Certificate Holder must be provided to the City upon award.

ATTACHMENT "A"

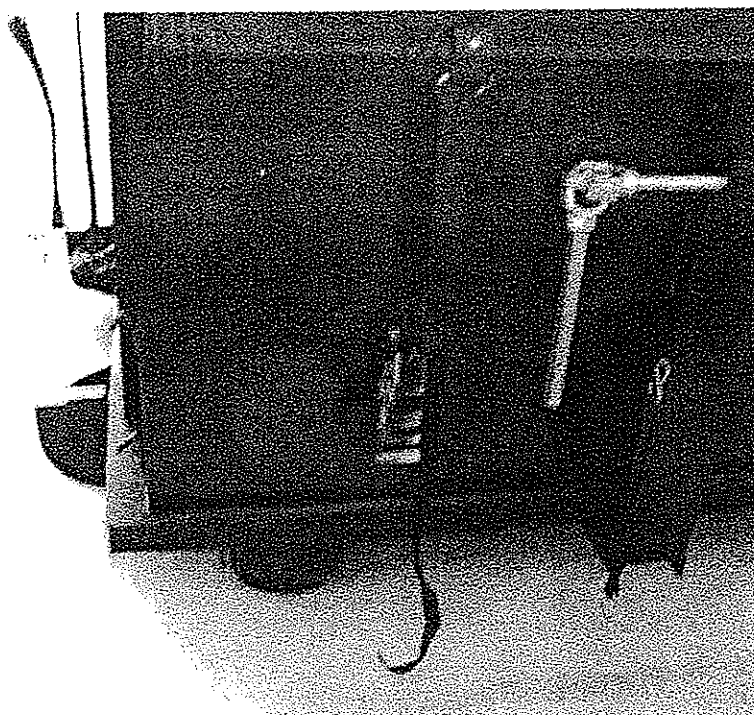
Annual Loads: Approximately 592 30-yard dumpsters of biosolids will be hauled each year.

Locations: City of Winter Haven WWTF #2
2746 Motor Pool Road
Winter Haven, Florida 33881

City of Winter Haven WWTF #3
4400 Pollard Road
Winter Haven, Florida 33884

ATTACHMENT "B"





CITY OF WINTER HAVEN - TERMS AND CONDITIONS - GENERAL PROVISION CLAUSES (03-09-18 prod)

1) GENERAL CONDITIONS:

- a) Bidders are required to submit their proposals subject to and upon the following express conditions:
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

d) PUBLIC RECORDS

City and Consultant/Contractor agree that Consultant/Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
 - ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant/Contractor does not transfer the records to the public agency.
 - iv) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant/Contractor or keep and maintain public records required by the public agency to perform the service. If the Consultant/Contractor transfers all public records to the public agency upon completion of the contract, the Consultant/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant/Contractor keeps and maintains public records upon completion of the contract, the Consultant/Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, EXT. 232, jtownsend@mywinterhaven.com; 451 THIRD ST NW, WINTER HAVEN, FLORIDA 33881.**

If the Consultant does not comply with a public records request, City shall enforce the contract provisions which may include immediate termination of contract.

- f) It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- g) It is the intent of the City of Winter Haven that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise Purchasing at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid to a single source. Such notification must be received in writing by 166 Purchasing not later than ten (10) days prior to the bid opening date.

- h) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- i) The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.
- j) Unless detailed elsewhere in the bid documents, proof of insurance naming the City as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on City property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the City, with limits of no less than one-million dollars.

2) DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a) **ACCEPTANCE:** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the City.
- b) **APPLICABLE LAW:** Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.
- c) **CHANGES:** The City, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the City Manager or his designee, or the Purchasing Manager in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the City may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. Purchasing is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order Request issued and signed by the Purchasing Manager.
- d) **CITY:** The City of Winter Haven, Florida or its authorized representative.
- e) **CONTRACT:** The Contract executed by the City and the Contractor, and shall include all Contract and Bid Documents.
- f) **CONTRACTOR:** The successful bidder who enters into a Contract with the City to complete the project.
- g) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the City, be charged the increase in costs of obtaining the goods/services elsewhere.
- h) **DOCUMENTS:** The Bid Documents consist of the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for a project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- i) **INDEMNIFICATION:** Bidder/Contractor shall hold harmless, indemnify, and defend the City, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in both trial and appellate matters in any judicial and/or administrative tribunal) arising out of or incidental to Bidder/Contractor's performance of this contract. Other specific references to the Bidder/Contractor's duty to indemnify the City and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The City shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Bidder/Contractor indemnity is required.
- j) **INSPECTION:** The goods and services purchased are subject to the inspection and approval of the initiating department. The City reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
- k) **INSURANCE:** As specified in the bid documents.

- l) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the contract or agreement calls for the City to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:
- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City of Winter Haven under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the City's sovereign immunity is intended to be made herein.
 - ii) The addition of this language shall not be construed to create City indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- m) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City it will:
- i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status
 - ii) will submit such reports as the City may thereafter require to assure compliance.
- n) **SUB-CONTRACTOR:** An individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.
- o) **TITLE:** The risk of loss of goods covered by the Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the City. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.
- p) **WARRANTY:** The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Contractor shall deliver to the City the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice, by Contractor, that this provision exists.

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Purchasing Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of Purchasing. In addition, all Addenda will be posted for review by the General Public on the City web site:

<http://www.egovlink.com/winterhaven/postings.asp?listtype=BID>

- b) A notification will be emailed to vendors who are registered for that particular bid on the web site.
- c) The City shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form, the manufacturer's name and number. Bidder shall submit with their proposal descriptive literature, and/or complete specifications. Reference to literature submitted with a previous

bid will not satisfy the provision. The bidder shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the City.

- b) **Alternate bids will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the Invitation to Bid.)**

5) SAMPLES:

- a) Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name, manufacturer's name brand name and number, bid number and item reference. Unsuccessful Bidders can reclaim samples upon payment of postage, delivery, or pick-up charges, if any. Successful Bidder's samples shall remain with the City until performance under the contract has been completed. If forwarding instructions, or pick-up, is not made by Bidder within ninety (90) days of the bid opening, the commodities shall be disposed of by the City.

6) PROTEST PROCEDURES:

The City of Winter Haven encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal Invitations To Bid shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual or prospective bidder in connection with a solicitation or pending award of a bid or contract may protest to the Purchasing Manager.
- c) **NOTIFICATION:** Purchasing shall post all recommendation of awards available for review by the General Public on the City web site: <http://www.egovlink.com/winterhaven/postings.asp?listtype=BID> . A notification will be emailed to vendors who are registered for that particular bid on the web site.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file with the City's Procurement Services Division Director a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest must be received by the Procurement Services Division Director no later than three o'clock (3:00) p.m. on the third (3rd) workday following the e-mailing date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal City holidays). In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars (\$1,000.00) in the form of a cashier's check payable to the City of Winter Haven must be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest must be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures. Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Procurement Services Division Director shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the City will refund the Bond other than a finding in favor of the protestor.
 - i) If during tolled action, the City Manager determines that an Emergency Purchase is necessary, as defined in this Purchasing Manual, action may be taken to secure the goods or services.
- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Procurement Services Division Director within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired. The formal written protest shall contain the following:
 - i) City bid number and/or title (if applicable).

- ii) Name and/or address of the City department, division or agency affected (if known).
 - iii) The name and address of the affected party, and the title or position of the person submitting the protest.
 - iv) A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
 - v) Concise statement of the facts alleged and of the rules, regulations, statutes ordinances and constitutional provisions entitling the affected party to the relief requested.
 - vi) The statement shall indicate the relief to which the affected party deems himself/herself entitled.
 - vii) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Procurement Services Division Director will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Assistant to the City Manager or designee who will serve as the Chairperson, the Assistant Director of Financial Services or designee and the Procurement Services Division Director or designee. The City Attorney or designee shall be present and act in an advisory capacity to the Protest Committee. The Protest Committee shall meet with the protesting party within fourteen (14) workdays (excluding Saturdays, Sundays and legal City holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the Bid Protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose. The Procurement Services Division Director or designee shall present the background for the protest to the Committee. The purpose of the protest meeting is: 1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the City Manager. The agenda for the protest meeting will be:
- i) The User Department will present the background as to why the recommendation for award was made or why the vendor was not selected.
 - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the City of Winter Haven.
 - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
 - iv) During the meeting, the Protest Committee may ask questions of all parties as necessary.
- g) The Protest Committee will render their recommendation in writing to the City Manager within five (5) workdays of the bid protest meeting. The City Manager may conduct an evidentiary hearing, if there are disputed issues of material fact. The City Manager will conduct a review and make a final written decision within ten (10) workdays after receipt of the recommendation; date of the hearing; or the review, whichever is later. The City Manager's decision shall be final and binding. No further protests of the action in question will be heard by the City.
- h) Any person who is aggrieved by the final and binding decision of the City Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the City Manager's final and binding decision.

7) PROPOSALS

- a) The Bid must contain a manual signature of an authorized representative of Bidder in the space provided on the proposal form. Each Bidder shall be responsible for the accuracy of his proposal. Bidders cannot obtain relief by pleading that it made an error in its bid.
- b) Submittals must be received no later than the time and date, and at the location specified for submission in the Bid Documents. No bid will be accepted after the specified deadline or at any location other than that specified in the Bid Documents. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time and place stated in the Bid Documents.
- c) The Purchasing Manager may elect to cancel or postpone a bid at any time prior to the time and date set to open bids.
- d) Sealed bids, proposals, or replies received by the City pursuant to an Invitation to Bid are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the City rejects all bids, proposals, or replies submitted in response to an Invitation to Bid and the City concurrently provides notice of its intent to reissue the Invitation to Bid, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the City provides notice of an

intended decision concerning the reissued Invitation to Bid or until the City withdraws the reissued Invitation to Bid. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies.

- f) Bid and a non-collusion affidavit should be submitted on forms furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form may be rejected. Bids must be typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Bidder shall deliver its sealed proposal to the location specified on the Invitation To Bid, in an envelope bearing the name of the Bidder, the name of the bid and the time and date of the bid opening. It is the Bidder's responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the desk telephone of the Executive Assistant to the Financial Services Director.**
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids will not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission in the Bid Documents prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.**

8) SUBMITTING A "NO BID" OR A "NO CHARGE":

- a) Bidders that wish to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then bidders must mark those item(s) as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

9) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the City.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) days for payment.

10) Mistakes; Inaccuracies; Incomplete Information:

- a) Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) Safety Standards:

- a) Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to the Occupational Safety and Health Act and regulations or standards thereunder.

12) Invoicing and Payment:

- a) The Contractor shall be paid upon submission of proper invoices to the City at the prices stipulated in the contract at the time

the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) calendar days after approval of invoice by ordering department and the Finance Department of the City. If a cash discount is taken by the City on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) days. Contractor(s) shall include the purchase order number on invoices for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event the successful bidder submits an invoice with an overcharge, a credit memo must be submitted by the bidder to correct such overcharge. Any applicable discounts that apply as a result of this contract will be taken even though the allowable time has lapsed due to the time awaiting credit memorandums.

13) WITHDRAWAL OF PROPOSALS:

- a) A bidder may withdraw its proposal prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the Bid Documents, prior to the time fixed for the bid opening. A bidder may also withdraw its proposal if the City does not accept it within ninety (90) calendar days after the date fixed for the bid opening after proper written notification is received by Purchasing. Notwithstanding any withdrawal, all bid documents received by the City shall remain the property of the City of Winter Haven.

14) NONCOLLUSION AGREEMENT:

- a) Each Bidder submitting a bid for any project on which bidding is based, shall execute and submit with its bid a noncollusion affidavit which states that it has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted.

15) REJECTION OF BIDS:

The City may reject a bid if:

- a) The Bidder mis-states or conceals any material fact in the bid, or if,
- b) The bid does not strictly conform to the law or the requirements (including the terms and conditions set forth herein) of the bid, or if,
- c) The Bidder's bid is submitted in a manner to limit competition.
 - i) Within applicable Spending Approval Thresholds, a Department Director, the Purchasing Manager, the City Manager and the City Commission shall have the right to reject all bids and request the entire transaction be rebid in the best interests of the City. The City may also waive any minor informalities, irregularities or technicalities in any bid.

16) STATEMENT OF BIDDER'S QUALIFICATIONS:

- a) Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

17) AWARD OF CONTRACT:

Notwithstanding the provisions of the Local Preference Ordinance:

- a) The City reserves the right to award contract(s) to more than one Bidder, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the City's best interest.
- b) The Bidder may qualify its bid for acceptance by the City on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Bidders are hereby notified that a bid submitted on an "All or None" basis is at

risk for rejection in instances where the City may deem it necessary to split or divide a project as set forth herein. Bidders shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.

- c) A written award of acceptance or a signed Purchase Order mailed or otherwise furnished to the successful Bidder results in a binding contract without further action by either party. The signed Purchase Order authorizes the Bidder to submit the product(s).
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, responsive and responsible bidder (or as specified in the bid documents). Additional criteria as set forth in the ITB will be considered in the award of the bid. The lowest responsive and responsible bidder will be determined after evaluation of the bid by the user department/division and their consultants, when applicable. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered as criteria if noted in the bid documents:
 - i) Contractor evaluations – quality of performance on previous projects.
 - ii) Ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - iii) Ability of bidder to fulfill the contract within the time specified, without delay or interference.
 - iv) Character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - v) Previous compliance by the bidder with laws and ordinances relating to the contract.
 - vi) Sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - vii) Quality, availability and adaptability of the supplies or contractual services to the particular use required.
 - viii) Ability of the bidder to provide future maintenance and service, as required or needed.
 - ix) Number and scope of conditions attached to the bid.
 - x) City Commission shall make bid awards for purchases of \$50,000.00 or greater, if funds are budgeted and there is no successful bid protest. Work shall not begin until issuance of a Purchase Order, Notice to Proceed, or a contract is executed by the City Manager, as applicable.

18) OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

- a) The City of Winter Haven encourages and agrees to the successful bidder extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful bidder.

19) LOCAL PREFERENCE ORDINANCE

- a) **THE CITY OF WINTER HAVEN, FLORIDA HAS ENACTED ORDINANCE NO. O-10-17, RELATING TO A POLICY OF LOCAL PREFERENCE IN CONJUNCTION WITH THE PURCHASE OF GOODS AND SERVICES;**
- b) Where competitive bids are received for the purchase, or contract for, personal property or contractual service, the city commission, city manager or purchasing agent may give local preference to local vendors as defined herein and shall implement such policy in the following manner:
- c) Except as exempted in this policy, local vendors, defined as any business having a physical location within the City of Winter Haven's utility service area at which employees are located and from which business is regularly transacted, shall be given preference in the purchasing of goods and services when bids are sought as follows:
 - i) When bids are received and the lowest bid price does not exceed \$15,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 6% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
 - ii) When bids are received and the lowest bid price does not exceed \$25,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 5% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
 - iii) When bids are received and the lowest bid price does not exceed \$50,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located

within the City of Winter Haven's utility service area and is within 4% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

- iv) When bids are received and the lowest bid price does not exceed \$150,000.00 and the vendor offering the low bid is located outside the City limits of Winter Haven, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 3% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
 - v) When bids are received and the lowest bid price does not exceed \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 2% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
 - vi) When bids are received and the lowest bid price exceeds \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 1% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City.
- d) The provisions of this ordinance shall not apply to the purchasing of goods and/or services by the City of Winter Haven involving the following entities and/or situations as follows:
- i) Purchase and or sale of real property,
 - ii) Bids that meet the criteria of Florida Statute 255.0991, subsection (2), or are prohibited thereby,
 - iii) Bids for contracts that are being funded by an outside source or agency that does not allow for a local preference, or that stipulates the award criteria,
 - iv) Proposals related to Florida Statute 287.055 (Consultants Competitive Negotiation Act).
 - v) The purchase of personal property to the extent governed by Florida Statute 287.084.
 - vi) Any other purchases that are determined by the City to be exempt from the local preference policy established herein.

20) PERFORMANCE:

- a) Contractor shall keep the City advised at all times of status of order. Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice, and to purchase supplies/services elsewhere, and charge full increase of cost and handling to defaulting Contractor.
- b) The Contract shall not be terminated nor the Contractor charged with liquidated damages (if otherwise provided for in the contract documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the City, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the City, in writing, of the cause for the delay. If, in the opinion of the City, the failure of Contractor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.
- c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

21) SERVICE AND WARRANTY:

- a) Unless otherwise specified, the Bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

22) GOVERNMENTAL RESTRICTIONS:

- a) In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the contractor to notify Purchasing immediately after learning of such restriction, including indicating in writing the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

23) PRICE AND ADJUSTMENTS:

- a) Any price decrease effectuated during the Contract period, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the City.

24) EQUAL EMPLOYMENT OPPORTUNITY:

- a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

25) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.
- b) The MSDS shall be maintained by the City and must include the following information:
 - i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.
 - iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - v) The emergency procedures for spills, fire, disposal, and first aid.
 - vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
 - vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

26) TIE BIDS:

- a) The Purchasing Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Purchasing Manager to comply with all of the provisions of the Purchasing ordinance:
 - i) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Winter Haven utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Winter Haven utility service area.
 - ii) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
 - iii) Availability or completion period.
 - iv) Previous vendor record on similar projects or requirements.
 - v) Business location closest to Winter Haven.

27) *NOTICE*

- a) **A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**
- b) **A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;**
- c) **Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the City if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.**

28) UNAUTHORIZED ALIEN(S)

- a) The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

CONTRACTOR NOTIFICATION

TO: ALL CONTRACTORS / SUB-CONTRACTORS

FROM: THE CITY OF WINTER HAVEN

SUBJECT: ASBESTOS-CONTAINING MATERIALS IN THIS BUILDING

Asbestos-Containing Material (ACM) is present in many buildings. The presence of ACM does not necessarily mean that a hazard exists; however, a hazard may be created when ACM is disturbed and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid the disturbance of ACM.

It is possible that you may encounter ACM while working in buildings. Therefore, workers must exercise caution and be watchful for materials that might contain asbestos. Avoid disturbing ACM or suspected ACM as you carry out your work.

If your work necessitates the disturbance of ACM you shall take whatever precautions are necessary to protect human health and the environment from asbestos fibers. At a minimum, you must comply with all Federal, State, and Local laws governing working with asbestos.

Your employer is responsible for assuring that you are medically certified, trained, and equipped with the proper personal protective devices for safe handling of ACM. You must notify the Facility Asbestos Contact Person before disturbing any asbestos-containing materials in the buildings.

CERTIFICATION OF DRUG-FREE WORKPLACE

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATE

NAME OF FIRM

TELEPHONE NUMBER

STREET ADDRESS

VENDOR'S SIGNATURE

CITY

STATE

ZIP

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

CITY OF WINTER HAVEN WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

CITY OF WINTER HAVEN MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

Name

(1) He is _____ of _____, the
Title _____ Company
Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it's agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
Name

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____

Signature

(Title)

My commission expires _____

Proposal and Bid Form
ITB-19-12

- A. The following Proposal is hereby made to the City of Winter Haven, Florida, hereinafter called the CITY, for each item listed on the **Proposal and Bid Form page PBF-2**.

Proposal is submitted by:

(Company)

- B. The undersigned agrees to deliver the services, F.O.B., Winter Haven, Florida, within _____() working days after receipt of contract award in accordance with the Invitation To Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated December 27, 2018.

- C. The undersigned acknowledges receipt of the following addenda which are a part of the Invitation To Bid:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

- D. By signing and submitting this bid, the undersigned bidder hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more). Any contract with the City of Winter Haven for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City of Winter Haven, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

- E. A City of Winter Haven Procurement Card will be accepted as method of payment. [] YES [] NO
NOTE: if Bidder checks "yes" above, Bidder agrees that the City may use a City issued Mastercard for the payment of any and all invoices submitted as a result of the performance of this bid.

Date

Name of Company

Bidder's Signature

Address (Mailing)

Name/Title

City State Zip

Federal Employer I.D. # (FEID)

Telephone Number

Email Address

Fax Number

PBF-1

ITB-19-12 Proposal and Bid Form

Bidder Name: Republic Services of Florida, Limited
Partnership

Proposed Waste Management Facility: Cedar Trail

Item	Description	Est. Usage Per Year	Units	Unit Cost	Item Total
A	Unit price per load picked up from the City of Winter Haven's WWTP #2 and delivered to permitted Solid Waste Management Facility. Do not include disposal fee.	52		160	8320
B	Unit price per load picked up from the City of Winter Haven's WWTP #3 and delivered to permitted Solid Waste Management Facility. Do not include disposal fee.	540		160	86400
C	Unit price per ton for disposal of biosolids at a permitted Solid Waste Management Facility (Disposal Fee).	8880		33	293040
	Esitmated Total				387760

881

Proposal and Bid Form
ITB-19-12

- A. The following Proposal is hereby made to the City of Winter Haven, Florida, hereinafter called the CITY, for each item listed on the **Proposal and Bid Form page PBF-2.**

Proposal is submitted by:

Republic Services of Florida, Limited Partnership
(Company)


- B. The undersigned agrees to deliver the services, F.O.B., Winter Haven, Florida, within One (1) working days after receipt of contract award in accordance with the Invitation To Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated December 27, 2018.

- C. The undersigned acknowledges receipt of the following addenda which are a part of the Invitation To Bid:

Addendum No. 1 Dated December 27, 2018
Addendum No. _____ Dated _____

- D. By signing and submitting this bid, the undersigned bidder hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more). Any contract with the City of Winter Haven for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City of Winter Haven, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

- E. A City of Winter Haven Procurement Card will be accepted as method of payment. [☒] YES [] NO
NOTE: if Bidder checks "yes" above, Bidder agrees that the City may use a City issued Mastercard for the payment of any and all invoices submitted as a result of the performance of this bid.

<u>1/10/2019</u>	<u>Republic Services of Florida, Limited Partnership</u>
Date	Name of Company
	<u>3820 Maine Avenue</u>
Bidder's Signature	Address (Mailing)
<u>Chris Jones/General Manager</u>	<u>Lakeland, FL 33801</u>
Name/Title	City State Zip
<u>65-0716904</u>	<u>863-665-1489</u>
Federal Employer I.D. # (FEID)	Telephone Number
<u>Chris.Jones@republicservices.com</u>	<u>863-666-5882</u>
Email Address	Fax Number

**City of Winter Haven
City Commission Meeting
February 25 2019**

Date: February 15, 2019

To: Honorable Mayor and City Commissioners

Via: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager

From: Michele Stayner, Executive Services Director
Shawn Dykes, Human Resources Manager

Subject: Winter Haven Professional Firefighters, International Association of Firefighters
Local 4967 Collective Bargaining Agreement Addendum B

Background:

Firefighters, Fire Lieutenants, and Fire Inspector-Investigators represented by the Winter Haven Professional Firefighters, International Association of Firefighters Local 4967, are covered by a Collective Bargaining Agreement (CBA). The City and Winter Haven Professional Firefighters executed a CBA May 24, 2017 wherein it is established the CBA can be reopened in 2017 and 2018 for the purpose of negotiating wages for the applicable fiscal year.

In lieu of re-opening the contract in 2017 for the negotiation of wages, the Winter Haven Professional Firefighters by way of a Letter of Understanding accepted the City offered one-time lump sum bonus of \$1,317 for fulltime employees and \$658 for part time employees. In 2018, however, the Winter Haven Professional Firefighters asked to re-open the agreement to negotiate wages. The City obliged the request and negotiations began September 20, 2018.

On January 14, 2019 a tentative agreement among the parties was reached. The parties tentatively agreed that employees represented by the Winter Haven Professional Firefighters would receive a 2% increase in their base hourly rate of pay, and the wage increase would be retroactive to October 1, 2018.

A represented employee ratification vote was taken and closed February 15, 2019; the majority voted in favor of the tentative agreement described above and as outlined in Addendum B, a copy of which is attached.

Financial Impact:

The agreed upon wage adjustment defined in Addendum B is funded in the FY2019 budget.

Recommendation:

Staff recommends the City Commission approve and authorize the City Manager's execution of Addendum B, which will be incorporated in the CBA signed May 24, 2017.

Attachments: Collective Bargaining Agreement Addendum B

Addendum B

to the

Collective Bargaining Agreement between Winter Haven Professional Firefighters, International Association of Firefighters Local 4967, and the City of Winter Haven, Florida

In accordance with Article XXXIX, Duration-Modification and Termination, the City of Winter Haven and Winter Haven Professional Firefighters, International Association of Firefighters Local 4967, reopened the Collective Bargaining Agreement on September 20, 2018 for the purpose of negotiating Article XXX, Wages. Negotiations concluded January 14, 2019 with the City and Winter Haven Professional Firefighters agreeing to the following:

- A. For the fiscal year 2018-2019, employees represented by the Winter Haven Professional Firefighters, International Association of Firefighters Local 4967, shall receive a 2% increase in their base hourly rate of pay, and said wage increase shall be retroactive to October 1, 2018.

IN WITNESS THEREOF, the parties hereto have agreed to include this Addendum "B" as part of the Collective Bargaining Agreement signed the 24th day of May 2017. The parties hereunder set their hands and seal this _____ day of _____, 2019.

WINTER HAVEN PROFESSIONAL
FIREFIGHTERS, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 4967

CITY OF WINTER HAVEN, FLORIDA

By: _____
(Jose Lopez)

By: _____
(Mike Herr)

Title: _____

Title: _____

**CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
February 25, 2019**

DATE: February 11, 2019

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Merle Bishop, Growth Management Director
Eric Labbe, Planning Manager

FROM: Sean Byers, Principal Planner

SUBJECT: **Resolution R-19-09:** Request by SR Cypress Gardens, LLC, for final plat approval of SR Cypress Gardens subdivision plat generally located west of Cypress Gardens Boulevard and south of Roosevelt Drive.

BACKGROUND:

The applicant, SR Cypress Gardens, LLC, is requesting final plat approval for SR Cypress Gardens. The 1.4-acre subdivision is located west of Cypress Gardens Boulevard and south of Roosevelt Drive. The commercial subdivision contains 2 building lots recently developed with a Starbucks and a small retail plaza. SR Cypress Gardens was developed according to the requirements contained in the Highway Commercial (C-3) zoning district. All lots meet the minimum requirements established by this zoning district. As all utilities serving this subdivision presently exist adjacent to the subdivision's lots, no utility dedications to the City are required.

As this plat will be a re-plat of Lots 174 through 181, and Lots 211 and 212 of the Eloise Woods, North Lake Eloise Unit Subdivision, a plat vacation following the requirements contained in Chapter 177.101 of Florida Statutes is necessary. The applicant has performed the advertising required for this action.

CONSISTENCY WITH FUTURE LAND USE AND ZONING:

The proposed subdivision is consistent with the Regional Activity Center Future Land Use and with the C-3 zoning district assigned to the property.

UTILITIES:

Water service to the subdivision is from the Winter Haven Water System and wastewater will be treated at Wastewater Treatment Plant 3. There is adequate capacity in these systems to serve this subdivision.

FINANCIAL IMPACT:

Using an estimated value of \$600,000 per lot, this project will have an estimated taxable value of \$1,200,000, and will generate approximately \$8,148 per year in City ad valorem revenues at the current millage rate of 6.79. Additional revenue will be received through the provision of City services and taxes on utilities.

SUMMARY:

The proposed subdivision is consistent with the Comprehensive Plan and all requirements of Chapter 177, Florida Statutes, for the platting of land.

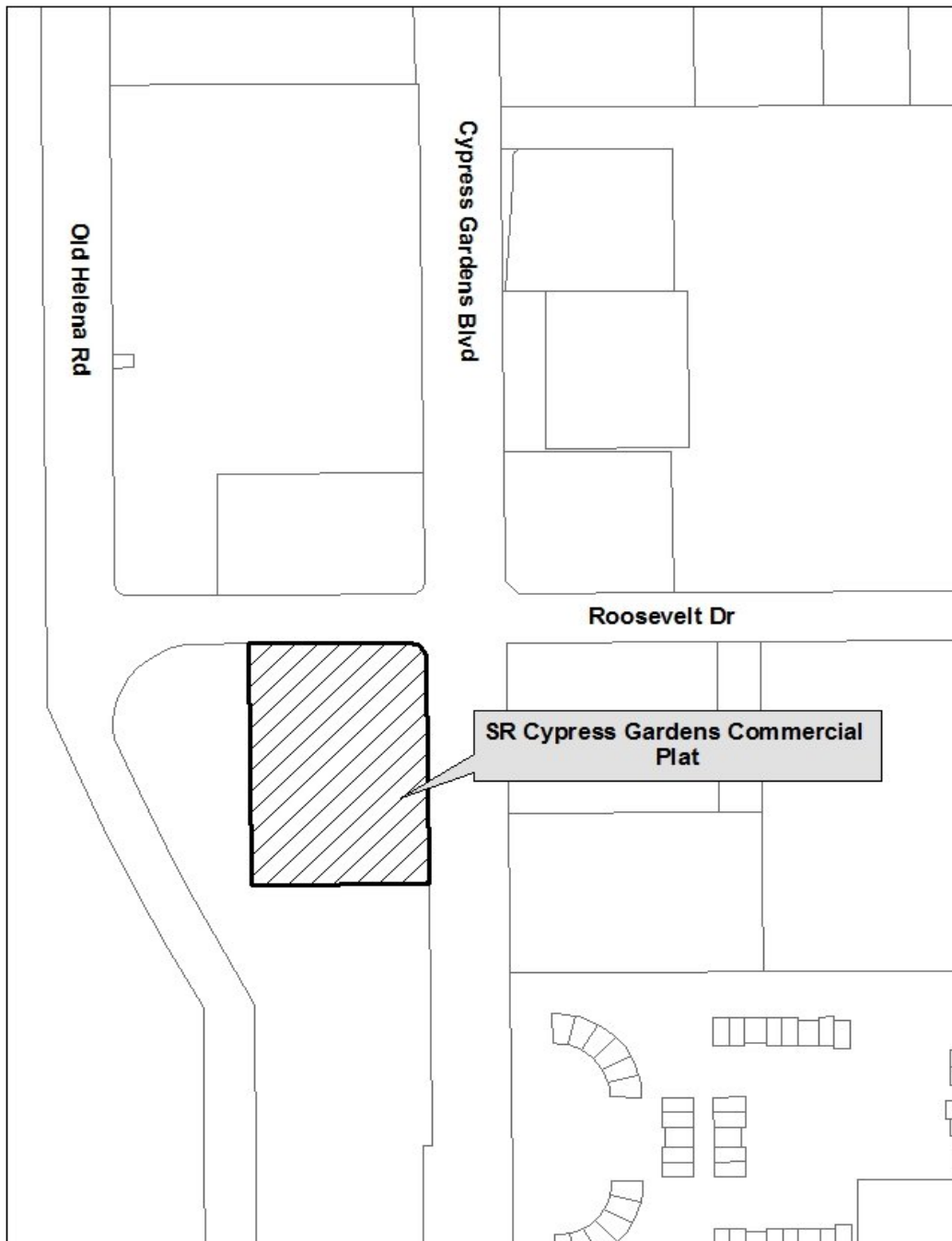
RECOMMENDATION:

Staff recommends the City Commission approve Resolution R-19-09.

ATTACHMENTS:

Location Map
Resolution R-19-09

Location Map



2. That certain plat entitled "SR Cypress Gardens Commercial" and showing the following described property, to wit: See Exhibit "B" which is attached hereto and made a part hereof, was presented to the City Commission for approval on the 25th day of February, 2019. The City Commission having reviewed said plat and having been otherwise fully advised in the premises, hereby approves said plat for filing and accepts the dedications notated thereon in accordance with Chapter 177, Florida Statutes.

3. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

4. This Resolution shall take effect immediately upon passage, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and with the Clerk of the Circuit Court in and for Polk County, Florida, and duly recorded in the Public Records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 25th day of February, 2019.

CITY OF WINTER HAVEN

Mayor-Commissioner

ATTEST:

CITY CLERK

Approved as to form:

City Attorney

Exhibit "A":

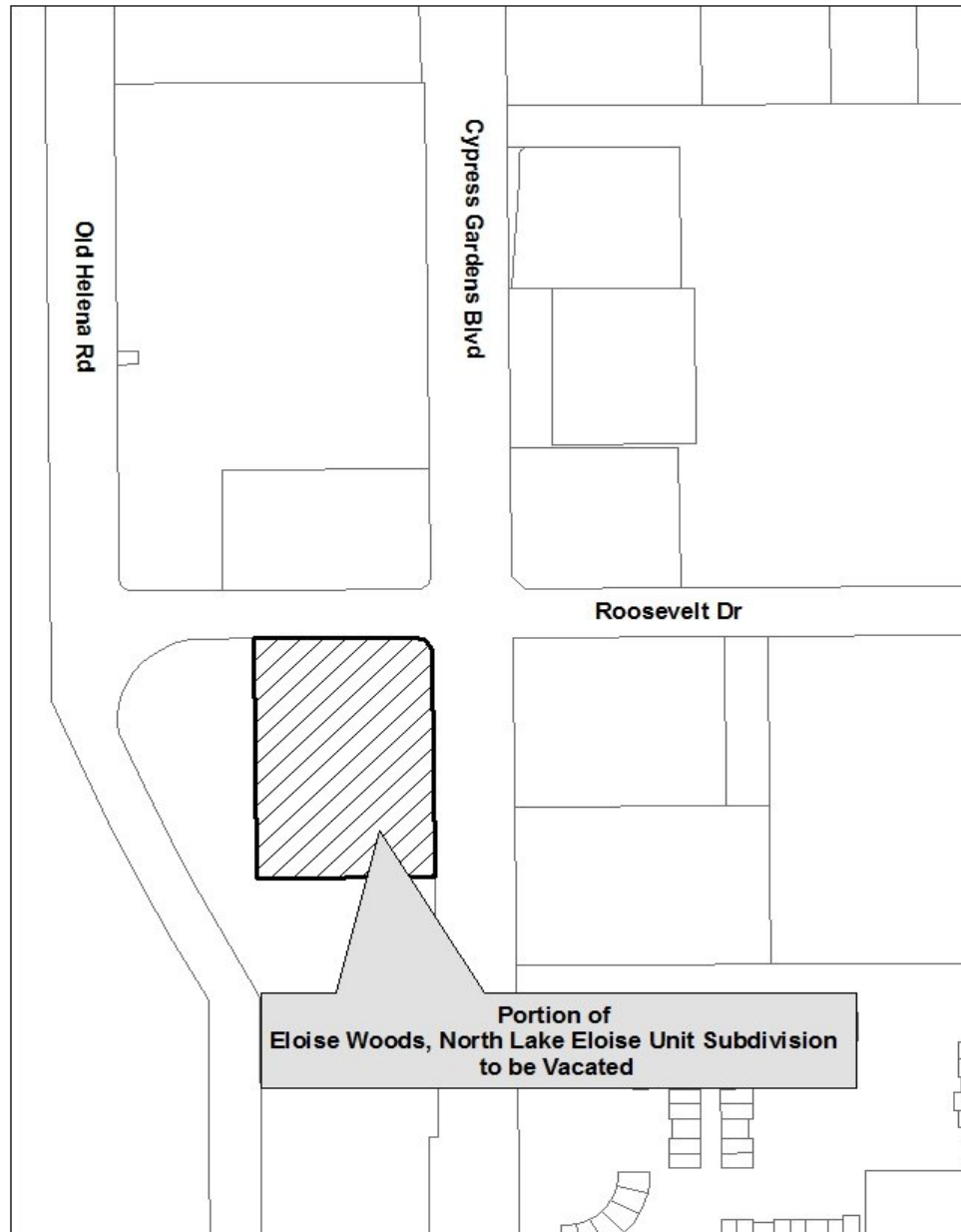
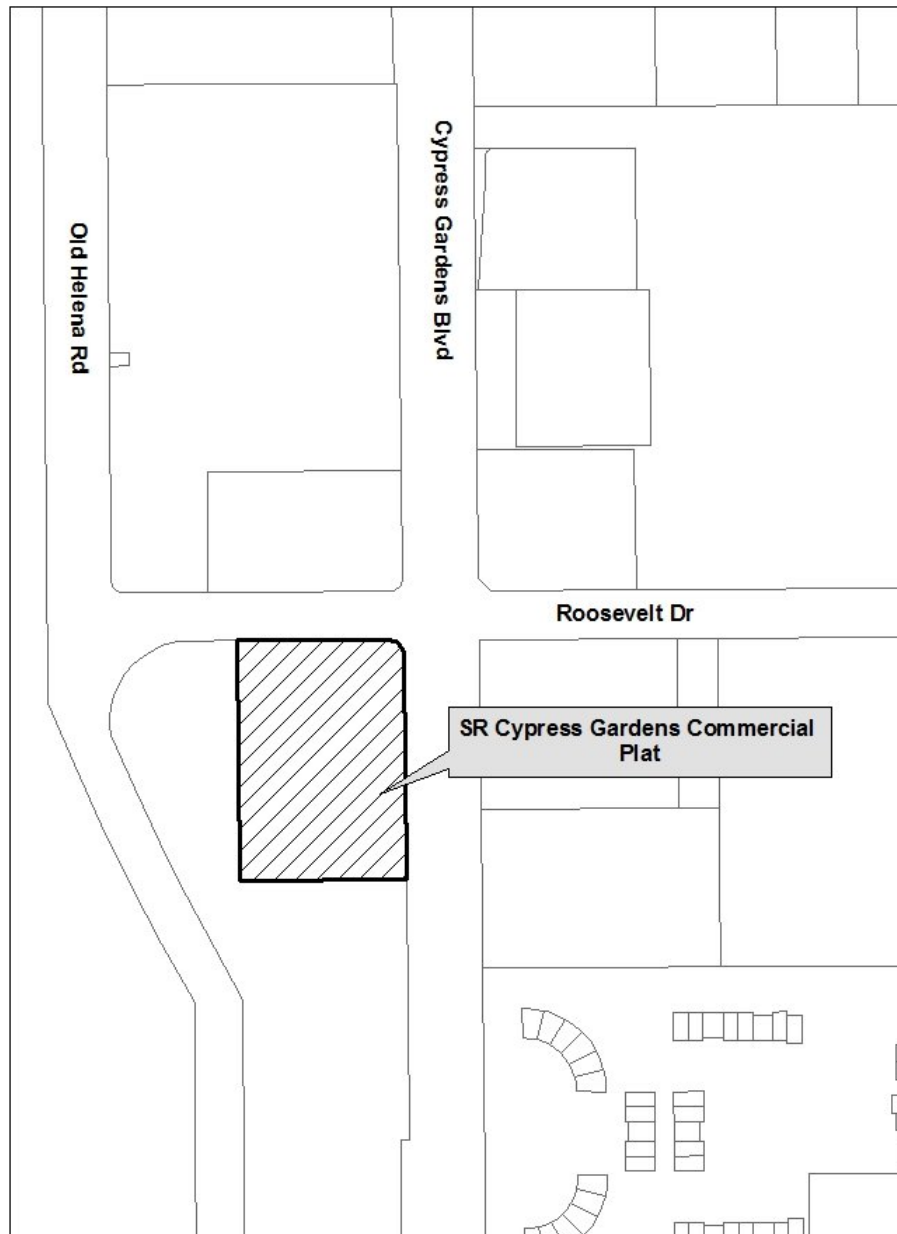


Exhibit "B"
Page 1 of 2





**CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
FEBRUARY 25, 2019**

DATE: February 13, 2019

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager

FROM: Vanessa Castillo, MMC, City Clerk

SUBJECT: Authorization for Travel and Training

BACKGROUND:

In April 2011, the City Commission amended the City's Policy Relating to the Travel and Training Expenses for Both Officials, Employees, and City-Sponsored Boards and Committees. As part of the amended policy, any travel and training for the City Manager and City Commissioners must be presented to the City Commission for pre-authorization prior to attending a convention, conference or training program.

In accordance with the City Commission's Policy, authorization is requested for the following:

Event: The Florida Black Caucus of Local Elected Officials (FBC-LEO) Spring Conference
Location: Miramar, FL
Date(s): March 7-8, 2019 (Depart March 7; Return March 9)
Attendee(s): Mayor Pro Tem Nathaniel Birdsong
Expense: \$100 Registration, \$350 Hotel, plus per diem for meals/mileage/tolls

Event: Polk County Day
Location: Tallahassee, FL
Date(s): March 12, 2019 (Depart March 11; Return March 13)
Attendee(s): Mayor Brad Dantzler
Mayor Pro Tem Nathaniel Birdsong
Commissioner William Twyford
Expense: \$578 Hotel (for each attendee), plus per diem for meals/mileage/parking

FINANCIAL IMPACT:

Expenses associated with the travel and training outlined above will be accounted for within the City Commission cost center.

RECOMMENDATION:

Staff recommends the City Commission authorize travel for Mayor Dantzler, Mayor Pro Tem Birdsong, and Commissioner Twyford as outlined above.

ATTACHMENT(S):

2019 FBC-LEO Spring Conference Information
2019 Polk County Day Invitation



Florida Black Caucus of Local Elected Officials



**Residence Inn by Marriott
FBC-LEO Host Hotel**

FBC-LEO SPRING CONFERENCE MARCH 7-8, 2019 MIRAMAR, FLORIDA

Centrally located the extended stay Miramar hotel is perfect for travelers offering a free hot breakfast buffet served each morning. Each apartment-style suite features stylish décor, a full kitchen, flat-screen TV, free WiFi and even a free grocery service. [Click Here](#) to book your room online or call 1-800-Marriott and request Residence Inn Miramar and "Black Caucus 2019."

The rate for FBC-LEO is 175.00 per night plus tax.

Registration Deadline: February 22nd

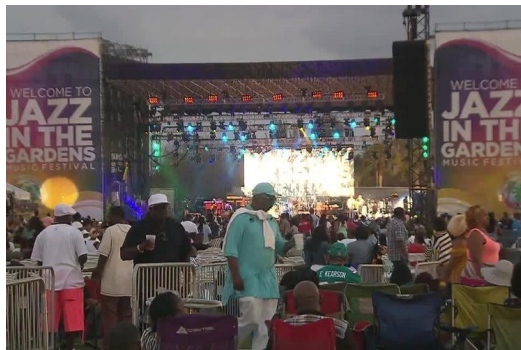
Conference Registration—100.00*

*Includes all items listed in the Conference Highlights below
Register online at [Eventbrite](#)

Conference Highlights

- Training Sessions
- Networking Opportunities
- Guest Speakers
- Luncheon
- Welcome Reception
- VIP Yacht Party*

Jazz In The Gardens



**Jazz in the Gardens Prime Seating available
Special FBC-LEO Rate Coming Soon**

* Space is limited and participation will be based upon the order that your conference registration is received.

**For more information call:
Caroline Rucker at 954.494.7596 or
President Walker at 863.698.8094**



Commissioner Phillip Walker
President, FBC-LEO



FBC-LEO Spring Conf



2019
12 March
Florida State Capitol

Polk County Day
in Tallahassee

\$20 admission for attendees (elected officials)
governed by Florida's Gift Disclosure Law. Check
or cash at the door. Checks payable to: Board of
County Commissioners

Polk County State Legislative Delegation

Florida Senate

Sen. Ben Albritton ♦ Sen. Tom Lee ♦ Sen. Kelli Stargel

Florida House

Rep. Melony Bell ♦ Rep. Colleen Burton ♦ Rep. Sam Killebrew
Rep. Mike LaRosa ♦ Rep. Josie Tomkow

Board of County Commissioners

Dist. 1 George Lindsey III ♦ Dist. 2 Rick Wilson
Dist. 3 Bill Braswell ♦ Dist. 4 Martha Santiago ♦ Dist. 5 John Hall