CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, NOVEMBER 16, 2026 - 6:30 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance
Agenda Changes

AWARDS AND PRESENTATIONS

INFORMATIONAL AGENDA

200. Results of the Tuesday, November 3, 2026 General Municipal Election

PUBLIC INPUT

Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.

CONSENT AGENDA

300. Resolution 2026-24: Final Budget Amendment
Resolution_2026-24_Budget_Amendment.pdf

301. Chick-fil-A at Sutton Crossings Final Site Acceptance
Final Site Acceptance Checklist_FEDP-2024-0003_Chick-fil-A.pdf

302. Stormwater Pipe Repair at Sheoah Blvd and Moree Loop
Location.pdf
Contractors Estimate.pdf
Gainesville Contract.pdf
Piggyback Contract.pdf

303. Public Works and Utilities Compound Parking Lot Resurfacing
Public Works and Utilities Compound.pdf
Contractors Estimate.pdf
Executed IFB-604900-24 (Middlesex).pdf
IMG_3075.jpeg
IMG_3079.jpeg

304. Professional Engineering Services for the East Water Reclamation Facility Wastewater Permit Renewal
Carollo CSA Fully Executed.pdf
East WRF Permit Renewal Scope & Fee.pdf

305. Approval of the Minutes: Monday, October 26, 2026 City Commission Regular Meeting
2026 10 26 City Commission Regular Meeting Minutes.pdf

PUBLIC HEARINGS AGENDA

Pursuant to F.S. § 286.0115, if the mayor or any city commissioner receives and/or sends ex parte communications regarding any application filed with the city, the mayor or any city commissioner must publicly disclose such communications before or during the hearing at which a vote is taken on the quasi-judicial matter, so that persons who have opinions contrary to those expressed in the ex parte communications are given a reasonable opportunity to refute or respond to the communications.

400. First Reading of Ordinance 2026-09: Outdoor Storage and Warehousing Requirements
Ordinance No. 2026-09 - Outdoor Storage and Warehousing Requirements.pdf
Ord. 2026-09 CC Presentation FINAL 11.16.2026.pdf
Ordinance No. 2026-09 Business Impact Estimate.pdf
2026 10 26 Ordinance 2026-09 Ad (First Reading).pdf
2026 10 26 Ordinance 2026-09 (First) Affidavit.pdf

REGULAR AGENDA

500. Resolution of Necessity No. 2026- 23; West Water Reclamation Facility; Parcel No. 100
Exhibit A.pdf
Resolution with Exhibit A - Parcel 100 - (Garganese Edits Accepted - Final).pdf
Exhibit B.pdf
West_WRF_TM01_Site_Plan_Alternatives_Analysis__.pdf

501. Discussion on Central Winds Park Passive Area Playground
Passive Area Playground CWP.pdf

502. Matters Related to Boards and Committees

503. Deputy Mayor Nomination for Calendar Year 2027

504. New Business

REPORTS

600. City Manager Kevin A. Sweet
601. City Attorney Anthony A. Garganese
602. City Clerk Erin O'Donnell
603. Seat One Commissioner Paul Diaz
604. Seat Two Commissioner Victoria Bruce
605. Seat Three Commissioner Sarah Baker
606. Seat Four Commissioner/Deputy Mayor Cade Resnick
607. Seat Five Commissioner Mark Caruso
608. Mayor Kevin McCann

PUBLIC INPUT

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Commission.

ADJOURNMENT

PUBLIC NOTICE

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes.*

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based" - per Section 286.0105 Florida Statutes.

INFORMATIONAL AGENDA ITEM 200

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

Results of the Tuesday, November 3, 2026 General Municipal Election

SUMMARY

The City of Winter Springs (via the Seminole County Supervisor of Elections Office) held a General Municipal Election on November 3, 2026. This Agenda Item is to inform the Mayor and City Commission of the unofficial results of the 2026 Winter Springs General Municipal Election.

As noted in the Winter Springs Charter:

Section 4.03. - Election and terms.

(a) The regular election of mayor and commissioners shall be held at the time provided for in Section 8.01 of this Charter. All elections shall be for four-year terms of office. The terms of the mayor and commissioner shall begin at the next scheduled regular or special meeting of the city commission of each year an election is held, and its members shall serve until their successors have taken office.

Eligible Seats:

- Mayor: Currently held by Mayor Kevin McCann
- District Two: Currently held by Commissioner Victoria Bruce
- District Four: Currently held by Deputy Mayor Cade Resnick

The Seminole County Supervisor of Elections will be providing official Certified Results at a later date. At time of Agenda Item distribution, the results as shown below are considered final but not certified and may be subject to change.

MAYOR (4 YEAR TERM)	TOTAL VOTES	PERCENTAGE OF VOTES
Kevin McCann	8,293	50.34%
Jesse Phillips	8,182	49.66%

COMMISSIONER DISTRICT 2 (4 YEAR TERM)		
Victoria Bruce	9,396	58.06%
Ken Spalthoff	6,786	41.94%
COMMISSIONER DISTRICT 4 (4 YEAR TERM)		
Cade Resnick	8,385	52.96%
Kyle Stewart	7,447	47.04%

FUNDING SOURCE

RECOMMENDATION

Staff requests the City Commission receive and review the information provided in this Agenda Item.

CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

Resolution 2026-24: Final Budget Amendment

SUMMARY

The City Manager is requesting that the City Commission consider the approval of Resolution 2026-24 amending the Fiscal Year 2025-2026 Budget.

The City Charter provides the Commission may amend the budget by resolution. Only those funds requiring budget adjustments are included therein. The agenda item is needed to amend the budget for those funds which vary from the originally adopted budget.

The majority of the amendments are necessary for one of the following reasons:

- accrual of revenues and expenses in the appropriate fiscal year
- variations between budgeted (estimated) and actual revenues and expenditures
- 2025-2026 agenda items with fiscal impact

Part of the normal course of operations at fiscal year-end is the accrual of revenues and expenses. The accruals are necessary for aligning revenues and expenses with the fiscal period to which they relate. It is also typical for some variances between actual and budgeted expenses and revenues to require budget adjustments. Furthermore, over the course of the fiscal year various agenda items are approved by the Commission. In some cases, those approved agenda items lack specific language to amend the expenditure budget or the appropriation to or from fund balance. This resolution formalizes the fiscal impact of those actions.

Shown in Attachment 1 are the final budgeted fund balances for all funds requiring amendment for the 2025-2026 fiscal year. Please note these are budgeted figures only, not to be confused with audited financial statements which will be available by the end of March 2027. State statute requires that the final budget amendment be formalized by November 29, 2026 [Section 166.241 F.S.].

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission approve Resolution 2026-24, the Fiscal Year 2026 Final Budget Amendment, as presented.

RESOLUTION 2026-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS FLORIDA, AMENDING THE FISCAL YEAR 2025-2026 BUDGET; PROVIDING FOR SEVERABILITY, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, AND AN EFFECTIVE DATE.

WHEREAS, Section 7.05 of the City Charter provides that the annual City budget may be amended by Resolution duly adopted by the Commission; and

WHEREAS, the City Commission of the City of Winter Springs deems that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Incorporation of Recitals.** The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

Section 2. That the Fiscal Year 2025-2026 City Budgets are amended as provided in Attachment 1 & 2 hereto.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida.

RESOLVED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 16th day of November, 2026.

ATTEST:

_____

KEVIN McCANN, Mayor

_____

ERIN O'DONNELL , City Clerk

Approved as to legal form and sufficiency for the City of Winter Springs only:

_____

ANTHONY A. GARGANESE, City Attorney

Attachment 1 - Budget Amendment Detail
Resolution 2026-24
General Fund

Funds not included in this summary do not require a budget amendment

HELPFUL TOOLS: Fiscal Year 2025-2026 Original Budget as approved by City Commission on 9/22/25 Public Hearing 401.		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance
General Fund #001:			
As approved by City Commission on 9/22/25. Public Hearing Item 401:			
10/1/25 Budgeted Beginning Fund Balance	$9,596,593	$899,428	$10,496,021
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($1,276,288)		
9/30/26 Budgeted Ending Fund Balance	***$8,320,305***		
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	*$899,428*		
Revenue Neutral:			
Grants/Donations:			
FDLE Local Firearms Safety Training Grant (21) Consent 301 01.12.26	$84,787	*Current Agenda Item	
Increase Machinery & Equipment (21) Consent 301 01.12.26	($84,787)	*Current Agenda Item	
SBITA Inception			
Increase (16) SBITA Financial Arrangements 383200	$230,000	*Current Agenda Item	
Increase (16) SBITA Financial Arrangements 561820	($230,000)	*Current Agenda Item	
	$0		
Inter-departmental transfers:			
Inter-departmental transfer TO Dep't 12 Exec & Leg - Y/E Compliance (1200)	$27,000	Res 2026-13	
Inter-departmental transfer From Dep't 19 Gen Gov't - Y/E Compliance (1400-1900)	($27,000)	Res 2026-13	
	$0		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	***$0***		
REVISED 9/30/26 Budgeted Ending Fund Balance	***$9,219,733***		

Attachment 1 - Budget Amendment Detail
Resolution 2026-24
Other Governmental Funds

HELPFUL TOOLS: Fiscal Year 2025-2026 Original Budget as approved by City Commission on 9/22/25 Public Hearing 401.			Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance
Police Education Fund #101				
As approved by City Commission on 9/22/25. Public Hearing Item 401:				
10/1/25 Budgeted Beginning Fund Balance	**$52,596**		$11,062	**$63,658**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($6,085)			
9/30/26 Budgeted Ending Fund Balance	**$46,511**			
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):				
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$11,062			
Increase in Traffic Revenue	$40,000	Res 2026-13		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$51,062			
REVISED 9/30/26 Budgeted Ending Fund Balance	**$97,573**			
Special Law Enforcement Fund - Local #102				
As approved by City Commission on 9/22/25. Public Hearing Item 401:				
10/1/25 Budgeted Beginning Fund Balance	**$29,621**		$13,339	**$42,960**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($8,700)			
9/30/26 Budgeted Ending Fund Balance	**$20,921**			
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):				
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$13,339			
Increase in small tools missing in 26 budget	($7,500)	Res 2026-13		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$5,839			
REVISED 9/30/26 Budgeted Ending Fund Balance	**$26,760**			
Special Law Enforcement Fund - Federal #103				
As approved by City Commission on 9/22/25. Public Hearing Item 401:				
10/1/25 Budgeted Beginning Fund Balance	**$22,096**		$16,559	**$38,655**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($6,400)			
9/30/26 Budgeted Ending Fund Balance	**$15,696**			
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):				
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$16,559			
Increase in Treasury Revenue	$30,000	Res 2026-13		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$46,559			
REVISED 9/30/26 Budgeted Ending Fund Balance	**$62,255**			
Transportation Improvement Fund #120				
As approved by City Commission on 9/22/25. Public Hearing Item 401:				
10/1/25 Budgeted Beginning Fund Balance	**$3,514,754**		$1,417,396	**$4,932,150**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($1,860,180)			
9/30/26 Budgeted Ending Fund Balance	**$1,654,574**			
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):				
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$1,417,396			
Increase in Grant Revenue, Timing of Reimbursement (Turn Lane)	$200,000	Res 2026-13		
Rollover PO for Paving Management Plan Item 301 approved 09.08.25	($153,000)	Res 2026-13		
Adjust Committed Fund Balance for Emergency Situations Ex. Hurricane Recovery (Commits $500K)	($950,000)	Res 2026-13		
Release Committed Fund Balance to Assigned for Resurfacing and Transportation Related Projects	$950,000	Res 2026-13		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$1,464,396			
REVISED 9/30/26 Budgeted Ending Fund Balance	**$3,118,970**			

Attachment 1 - Budget Amendment Detail
Resolution 2026-24
Other Governmental Funds

HELPFUL TOOLS: Fiscal Year 2025-2026 Original Budget as approved by City Commission on 9/22/25 Public Hearing 401.

		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance
Infrastructure Surtax (Prev Road Improvement) Fund #121			
As approved by City Commission on 9/22/25. Public Hearing Item 401:			
10/1/25 Budgeted Beginning Fund Balance	**$9,157,551**	$3,147,269	**$12,304,820**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($2,949,000)		
9/30/26 Budgeted Ending Fund Balance	**$6,208,551**		
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$3,147,269		
Move Tuskawilla Crossings Stormwater Pond Repair to FY27	$2,500,000	Res 2026-13	
Move Wetlands Park Project to FY27	$700,000	Res 2026-13	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$6,347,269		
REVISED 9/30/26 Budgeted Ending Fund Balance	**$12,555,820**		
Park Impact Fee Fund #153			
As approved by City Commission on 9/22/25. Public Hearing Item 401:			
10/1/25 Budgeted Beginning Fund Balance	**$192,721**	$639,914	**$832,635**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($180,000)		
9/30/26 Budgeted Ending Fund Balance	**$12,721**		
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$639,914		
Discontinue Trotwood Lacrosse Wall Project	$100,000	Res 2026-13	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$739,914		
REVISED 9/30/26 Budgeted Ending Fund Balance	**$752,635**		
TLBD Maintenance Fund #160			
As approved by City Commission on 9/22/25. Public Hearing Item 401:			
10/1/25 Budgeted Beginning Fund Balance	**$57,014**	$107,190	**$164,204**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	$11,674		
9/30/26 Budgeted Ending Fund Balance	**$68,688**		
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$107,190		
Increase Transfer In To Cover Correction from Public Facility Project (303)	$279,000	Res 2026-13	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$386,190		
REVISED 9/30/26 Budgeted Ending Fund Balance	**$454,878**		
Tuscawilla III Assessment Area Fund #162		Fund Balance 9/30/25	**$1,461**
		Internal Loan	($29,807)
As approved by City Commission on 9/22/25. Public Hearing Item 401:			
10/1/25 Budgeted Beginning Fund Balance	**$8,100**	($6,639)	**$1,461**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($1,648)		
9/30/26 Budgeted Ending Fund Balance	**$6,452**		
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	($6,639)		
Increase in Infra Grounds Signs/Walls for Wall Repair	($16,250)	Res 2026-13	
Increase in Interest Earnings	$1,000	*Current Agenda Item	
Increase in Infra Grounds Signs/Walls for Wall Repair	($1,100)	*Current Agenda Item	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	($22,989)		
REVISED 9/30/26 Budgeted Ending Fund Balance	**(16,537)**		

*Due to the distinctive accounting treatment associated with this internal loan, neither proceeds nor principal reductions are booked in the fund, therefore, in the ACFR fund balance a deficit is reflected

Attachment 1 - Budget Amendment Detail
Resolution 2026-24
Other Governmental Funds

HELPFUL TOOLS: Fiscal Year 2025-2026 Original Budget as approved by City Commission on 9/22/25 Public Hearing 401.

		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance
Sewer Plant Replacement (ARPA/SRFL) Fund #180			
As approved by City Commission on 9/22/25. Public Hearing Item 401:			
10/1/25 Budgeted Beginning Fund Balance	**$1,742,853**	$158,069	**$1,900,922**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($983,000)		
9/30/26 Budgeted Ending Fund Balance	**$759,853**		
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$158,069		
Increase CIP Budget, Approved 09.23.24 Item 500 (Rollover PO) for Lift Station 7W Construction	(512,650)	Res 2026-13	
Increase Recognition of ARPA Revenue from Deferred Revenue as Spent	$512,650	Res 2026-13	
Increase CIP Budget, Approved 12.11.23 Item 500 Budget (Rollover PO) for Waste Water Treatment Plant Design	($224,724)	Res 2026-13	
Increase Recognition of ARPA Revenue from Deferred Revenue as Spent	$224,724	Res 2026-13	
Increase Recognition of ARPA Revenue from Deferred Revenue as Spent	$870,613	*Current Agenda Item	
Increase Interest Revenue for FY2026	$65,201	*Current Agenda Item	
Decrease CIP Budget, Projects Completed	$108,977	*Current Agenda Item	
Increase Transfer to Water & Sewer Fund for SRF Loan Cash Flow	($1,962,714)	*Current Agenda Item	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	($759,853)		
REVISED 9/30/26 Budgeted Ending Fund Balance	**(0)**		
1999 Construction Capital Project Fund #301			
As approved by City Commission on 9/22/25. Public Hearing Item 401:			
10/1/25 Budgeted Beginning Fund Balance	**$215,291**	$6,005	**$221,296**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($196,000)		
9/30/26 Budgeted Ending Fund Balance	**$19,291**		
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$6,005		
Increase in Interest Earnings for FY2026	$3,094	*Current Agenda Item	
Transfer to 303 Public Facilities Capital Project Fund to Close Fund	($28,390)	*Current Agenda Item	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	($19,291)		
REVISED 9/30/26 Budgeted Ending Fund Balance	**$0**		
Revolving Rehabilitation Capital Project Fund #302			
As approved by City Commission on 9/22/25. Public Hearing Item 401:			
10/1/25 Budgeted Beginning Fund Balance	**$881**	$38	**$919**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	$0		
9/30/26 Budgeted Ending Fund Balance	**$881**		
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$38		
Increae Interest Earnings for FY2026	$29	*Current Agenda Item	
Transfer to 303 Public Facilities Capital Project Fund to Close Fund	($948)	*Current Agenda Item	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	($881)		
REVISED 9/30/26 Budgeted Ending Fund Balance	**$0**		
Public Facilities Capital Project Fund #303			
As approved by City Commission on 9/22/25. Public Hearing Item 401:			
10/1/25 Budgeted Beginning Fund Balance	**$1,079,666**	$2,814,599	**$3,894,265**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($707,500)		
9/30/26 Budgeted Ending Fund Balance	**$372,166**		
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$2,814,599		
Increase Transfer Out to Cover Correction in TLBD Maint Fund (160)	($279,000)	Res 2026-13	
Increase Transfer In from 301 Capital Projects Fund to Close Fund	$28,390	*Current Agenda Item	
Increase Transfer In from 302 Capital Projects Fund to Close Fund	$948	*Current Agenda Item	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$2,564,937		
REVISED 9/30/26 Budgeted Ending Fund Balance	**$2,937,103**		

Attachment 1 - Budget Amendment Detail
Resolution 2026-24
Enterprise Funds

HELPFUL TOOLS: Fiscal Year 2025-2026 Original Budget as approved by City Commission on 9/22/25 Public Hearing 401.		Net Capital, Restricted, NPL	Difference in Beg Fund Bal - Projected to Actual	Actual Ending Fund Equity
Water & Sewer Operating Fund #410				
As approved by City Commission on 9/22/25. Public Hearing Item 401:				
10/1/25 Budgeted Beginning Fund Balance	$18,212,529	**$28,257,995**	$6,733,053	**$53,203,577**
FY 2026 Budgeted Appropriation TO (FROM) Fund Balance	($2,951,049)			
9/30/26 Budgeted Ending Fund Balance	**$15,261,480**		W&S Svc Avail Fund	$6,752,484
			ACFR combines 410, 412	**$59,956,061**
Amendments to be approved tonight to Original FY 2025-2026 Budget (as approved on 09/22/25):				
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/25 Year-End Financials	$6,733,053			
Increase Transfer in From ARPA for SRF Loan Cash Flow	$1,962,714	*Current Agenda Item		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Equity	$8,695,767			
REVISED 9/30/26 Budgeted Ending Fund Balance	**$23,957,247**			

Attachment 2 - General Fund Budget Amendment Summary
Resolution 2026-24

HELPFUL TOOLS: Fiscal Year 2025-2026 Original Budget as approved by City Commission on 9/22/25 Public Hearing 401.

	Division #	FY 26 Original Annual Budget	Revenue Neutral Changes	Other Requests to Amend Appropriation	Intra Departmental Transfers	Inter Departmental Transfers	FY 26 Amended Annual Budget
General Fund Revenues & Transfers:		**$25,262,907**					**$25,262,907**
FDLE Local Firearms Safety Training Grant			$ 84,787				$ 84,787
General Fund Revenues & Transfers		**$ 25,262,907**	**$ 84,787**	**$ -**	**$ -**	**$ -**	**$ 25,347,694**
General Fund Expenditures:							
City Commission	1100	$ 190,887					$ 190,887
City Manager	1200	$ 414,986					$ 414,986
City Clerk	1210	$ 241,108				$ 27,000	$ 268,108
Finance - General	1300	$ 1,043,349					$ 1,043,349
Finance - Utility Billing	1360	$ 814,908					$ 814,908
Comm Development - Administration	1500	$ 303,210			$ (4,300)		$ 298,910
Comm Development - Planning	1510	$ 162,866			$ 4,300		$ 167,166
Comm Development - Urban Beautification	1520	$ 1,403,004					$ 1,403,004
Comm Development - Street lighting	1530	$ 571,670					$ 571,670
IS & General Services - Human Resources	1315	$ 488,519			$ (19,000)		$ 469,519
IS & General Services - General	1600	$ 2,125,868			$ 28,000		$ 2,153,868
IS & General Services - City Hall	1910	$ 9,980					$ 9,980
IS & General Services - Risk Management	1925	$ 1,171,200					$ 1,171,200
IS & General Services - Facilities Maintenance	1935	$ 840,418			$ (5,000)		$ 835,418
IS & General Services - Marketing & Events	7415	$ 230,904			$ (4,000)		$ 226,904
General Government - Legal Services	1400	$ 330,800					$ 330,800
General Government - General	1900	$ 449,495				$ (27,000)	$ 422,495
Police - Chief	2100	$ 9,911,347	$ 84,787		$ 15,660		$ 10,011,794
Police - Criminal Investigations	2110	$ 54,615					$ 54,615
Police - Community Services	2120	$ 22,175					$ 22,175
Police - Operations	2130	$ 488,631			$ (14,700)		$ 473,931
Police - Support Services	2140	$ 492,240			$ (960)		$ 491,280
Police - Code Enforcement	2150	$ 13,000					$ 13,000
Fire - Operations	2200	$ -					$ -
Public Works - Fleet	1940	$ 480,415					$ 480,415
Public Works - Administration	4100	$ 197,191					$ 197,191
Public Works - Roads & ROW	4110	$ 918,965					$ 918,965
P&R - Administration	7200	$ 173,000			$ 156		$ 173,156
P&R - Athletics	7220	$ -					$ -
P&R - Parks & Grounds	7230	$ 2,139,217			$ 36,486		$ 2,175,703
P&R - Programs	7240	$ 202,856			$ (1,870)		$ 200,986
P&R - Seniors	7250	$ 482,521			$ (34,772)		$ 447,749
P&R - Events	7400	$ 169,850					$ 169,850
General Fund Expenditures		**$ 26,539,195**	**$ 84,787**	**$ -**	**$ -**	**$ -**	**$ 26,623,982**
Budgeted Approp TO (FROM) Fund Balance		**$ (1,276,288)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (1,276,288)**

CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

Chick-fil-A at Sutton Crossings Final Site Acceptance

SUMMARY

Chick-fil-A is located at Sutton Crossings in the Winter Springs Town Center District. The project was approved by City Commission on May 12, 2025, via Site Plan Final Application Number FEDP-2024-0003. The final acceptance closeout list for the project is attached. All relevant items on said list have been completed, and documented evidence of the same is on file with the Community Development Department. Final Engineering inspections were completed on November 5, 2026. A Temporary Certificate of Occupancy (CO) was issued on November 6, 2026, with the Final CO to be issued subject to and following the City Commission's Final Site Acceptance Approval.

FUNDING SOURCE

RECOMMENDATION

The Community Development Department recommends that the City Commission finds the site work for Chick-fil-A at Sutton Crossings to have been built in substantial accordance with the Final Engineering Plan.

COMMUNITY DEVELOPMENT DEPARTMENT
FINAL SITE ACCEPTANCE CHECKLIST

Project: Chick-Fil-A / 83 Michael Blake Blvd / FEDP-2024-0003/COMM-2025-0242/COMM-2025-0472

1. Submit Engineer of Record's Certification Letter.
    - **Received 11/3/2026 – On file**
2. Submit DEP Water Certification.
    - **Exempt – Covered under ACE Hardware's certification**
3. Submit DEP Sewer Certification.
    - **Exempt – Covered under ACE Hardware's certification**
4. Submit DEP Stormwater Certification
    - **Received 10/23/2026 – FDEP SWPP NOI and acknowledgment letter on file**
5. Pay all Water and Sewer Connection Fees.
    - **Paid 9/22/2026 – Fee payment receipt on file**
6. Submit FDOT Permit Certification.
    - **Closed out – FDOT Access Permit 2024-A-593-00027 and Drainage Permit 2024-D-593-00026**
7. Submit a complete set of record drawings (as-builts) as a digital file.
    - **Received 11/6/2026 – Digital record drawings on file**
8. Submit a Bill of Sale for all infrastructure being turned over to the City for ownership and maintenance (streets, utilities, ponds, sidewalks, etc.). Use the City's standard Bill of Sale form.
    - **N/A**
9. Submit a 2-year Maintenance Bond, Letter of Credit, or Cash Escrow Deposit (10% of the value of all public improvements/infrastructure to be owned and maintained by the City as listed on the Bill of Sale).
    - **N/A**
10. Submit letter from Engineer of Record to St. Johns River Water Management District certifying the on-site improvements.
    - **Received 10/23/2026 – SJRWMD permit 193231-2 is closed out and on file**
11. Complete Final Inspection of on-site improvements (to occur after receipt of as-builts from the Engineer of Record).
    - **Completed 11/5/2026**

COMMUNITY DEVELOPMENT DEPARTMENT
FINAL SITE ACCEPTANCE CHECKLIST

12. Record easements and dedications at Seminole County and submit proof of completion.
    - **N/A**
13. Receive final approvals from all City departments (Planning, Engineering, and Building) as well as the Seminole County Fire Department and submit proof of completion.
    - **Completed 11/5/2026 – All City and Seminole County Fire finals passed**
14. Temporary Certificate of Occupancy
    - **Issued 11/6/2026**

NOTE: Notice of completion of this checklist must be provided to the Community Development Team two weeks prior to the City Commission meeting date to be placed on the agenda.

By signing below, I confirm that all final inspections of public infrastructure have been completed and passed successfully.

K Jones

Keesha Jones, Construction Services Manager

By signing below, I confirm that all required information and documents have been received and that all applicable items of the Final Site Acceptance Checklist have been completed.

Terrilyn M. Rolle

Terrilyn Rolle, Director of Community Development

CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

Stormwater Pipe Repair at Sheoah Blvd and Moree Loop

SUMMARY

On October 16, 2026, City staff was notified of a pavement depression on Sheoah Boulevard at Moree Loop with water discharging from the ground. An investigation determined that the issue was not utility-related. The water was originating from the City's 42-inch stormwater pipe, located directly beneath an existing water main. The proposed repair is to rehabilitate approximately 277 linear feet of the stormwater pipe using Cured-in-Place Pipe (CIPP) lining between two existing manholes. This method provides a cost-effective solution to restore the structural integrity and functionality of the stormwater pipe while avoiding disturbance to the existing water main. The rehabilitation will restore the pipe's ability to properly convey stormwater and help prevent further deterioration and potential surface settlement.

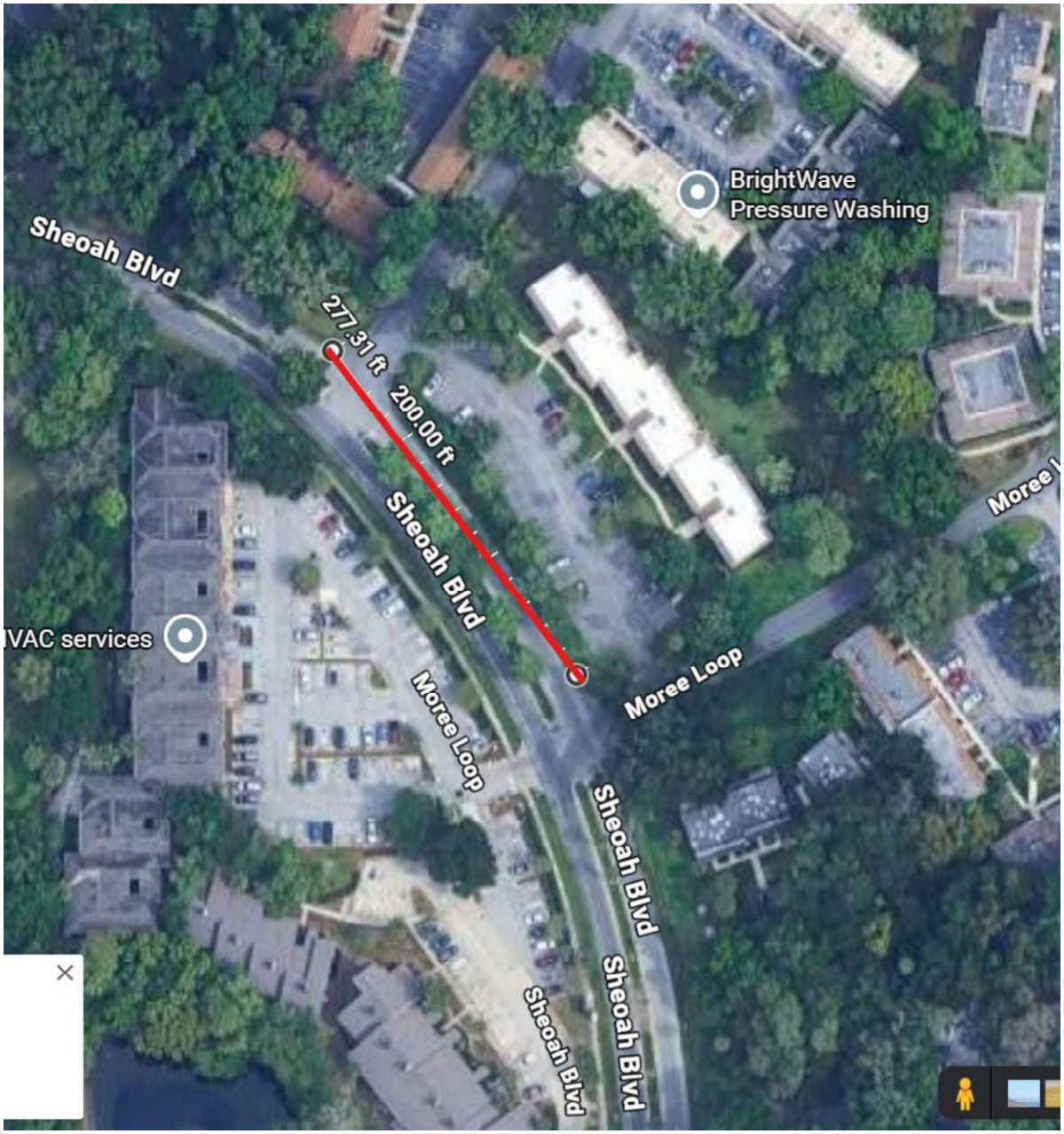
FUNDING SOURCE

Total project cost will be funded via the city-wide relining effort G/L Account - 411-38-3800-560650-005 - Construction in Progress Pipe Relining.

RECOMMENDATION

Staff requests the City Commission approve a purchase order submitted by SAK CONSTRUCTION, LLC in the amount of $143,375.00 for cleaning, video inspecting, and the installing of 277 lineal feet of 42 inch diameter stormwater pipe liner.

Location: Sheoah Blvd and Moree Loop intersection Winter Springs, FL 32708







SAK™
Pipeline Infrastructure. Solved.™

636.385.1000 tel
636.385.1100 fax
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

October 22, 2026

Kevin Monser
1126 East State Road 434
Winter Springs, FL 32708
407-327-6567
mmonser@winterspringsfl.org

Re: 429 Sheoah Blvd

Dear Mr. Monser,

SAK Construction, LLC is pleased to offer the following quotation on the above referenced project:

Item No.	DESCRIPTION	Quantity	UM	Unit Price		Total Amount
	Mobilization	.				
A-2	**CIPP Rehabilitation Mobilization (1 per Project Area)**	0.15	EA	32,500.00		$4,875.00
	Mainline Clean & Inspection - Sanitary					
	CCTV Inspection and Light Cleaning (4 Line Passes or less)					
B-5	27" - 42" diameter	277	LF	13		$3,601.00
Mainline Cured In Place Pipe (CIPP) Installation - Sanitary						
	42" diameter					
D-39	13.5 mm manufactured thickness (.531)	277	LF	463		$128,251.00
D-40	Add Item - 1.5mm increaser per LF	554	LF	12		$6,648.00
					Total	**$143,375.00**

NOTE:

- Proposal based contract between SAK Construction and Gainesville Regional Utilities ITB 2024-083 Sanitary Serwer Line and Manhole Rehab Services
- SAK Construction will provide City with a final inspection video of rehabilitated sewer.
- Subject to pre-CCTV Inspection by SAK Construction to verify installation of CIPP Liner.
- Does not include point repairs, if required, prior to the installation of CIPP Liner.

Thank you for the opportunity to quote on this project. Please call with any questions.

Sincerely,
SAK Construction, LLC

Dan Banken

Dan Banken	Accepted By	Date
Area Manager	Printed Name	

CONTRACT BETWEEN THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES AND SAK CONSTRUCTION, LLC.
FOR
SANITARY SEWER LINE & MANHOLE REHABILITATION SERVICES

THIS CONTRACT is made and entered into with an effective date of November 1, 2024, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU"), with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601, and SAK CONSTRUCTION, LLC, a Missouri limited liability company registered to do business in Florida ("CONTRACTOR"), with its principal place of business at 864 Hoff Road, O'Fallon, MO 63366, individually referred to as "Party" or collectively as "Parties."

WHEREAS, GRU requires Sanitary Sewer Line & Manhole Rehabilitation Services; and

WHEREAS, GRU issued a Solicitation on August 8, 2024 for Sanitary Sewer Line & Manhole Rehabilitation Services; and

WHEREAS, CONTRACTOR submitted a Response dated August 30, 2024 to provide Sanitary Sewer Line & Manhole Rehabilitation Services; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. The CONTRACTOR shall provide Sanitary Sewer Line & Manhole Rehabilitation Services as detailed in the Technical Specifications (ATTACHMENT 2) in accordance with the General Terms and Conditions**,** and Supplemental Conditions**.**

2. GRU shall pay the CONTRACTOR for the faithful performance of this Contract according to the unit pricing set forth in schedule attached hereto (ATTACHMENT 1) on individual line items on an as needed basis. Adjustments to price may be requested by the CONTRACTOR at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. CONTRACTOR shall provide documentation for any such price increase and the price increase percentage shall not exceed the Producer's Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

3. The term of this Contract shall commence upon execution and terminate on October 1, 2027. This Contract may be extended for two (2) 1-year extensions, upon mutual agreement of the Parties. Beyond the extensions described above, this Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

SAK CONSTRUCTION, LLC

BY: Joseph Feuerborn
Joseph Feuerborn
Vice President

Date: 10/24/2024

CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES

BY: Thomas Brown
Thomas Brown (Oct 24, 2024 08:54 EDT)
Thomas Brown
Chief Operating Officer

Date: 10/24/2024

By: Debbie Daugherty
Debbie Daugherty (Oct 22, 2024 12:10 EDT)
Debbie Daugherty
Water Wastewater Officer

Date: 10/22/2024

Approved as to Form and Legality:

David C. Schwartz
David C. Schwartz (Oct 22, 2024 10:18 EDT)
David Schwartz
Assistant City Attorney

Date: 10/22/2024

Procurement Representative:

Prepared By: Annie Velez
Procurement Specialist III

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

- Agreement: A written Contract between two or more Parties ["GRU" and "Contractor"]. "Contract" and "Agreement" are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

1.2. COMPLIANCE WITH REFERENCED SPECIFICATIONS

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

1.3. CHANGE ORDERS

a) GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if a) made in writing; b) signed by the authorized representative(s), and c) accepted by Contractor.

b) Such change shall include the following: change orders that constitute changes: a) the general scope of Work, b) the schedule, c) administrative procedures not affecting the conditions of the Contract, or d) the Contract price.

1.4. NOTICES.

Notices to Contractor shall be deemed to have been properly sent when delivered to Contractor physical address and email. Notices to GRU are deemed to have been properly sent when emailed to purchasing@gru.com, mailed to P.O. Box 147117 Station A105, Gainesville, FL 32614 or delivered to Utilities Procurement Department, 301 SE 4th Avenue, Gainesville, Florida 32601 and GRU acknowledges receipt.

1.5. PAYMENT

a) Invoicing. Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32614-7118 or e-mailed to accountspayable@gru.com.

b) Receipting Report for Services. An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

c) Payment Terms. Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

d) Lien Release. Before the final acceptance of the Work and payment by GRU, Contractor shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

e) Final Payment/Acceptance. The acceptance by Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

1.6. COMPLIANCE WITH LAWS AND REGULATIONS

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

1.7. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Contract shall be governed and construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

1.8. VERIFICATION OF EMPLOYEES

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: (1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and (2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

1.9. ANTI HUMAN TRAFFICKING

On or before the Effective Date of this Contract and, in addition, on or before the effective date of each renewal or extension of this Contract, the Contractor shall provide GRU with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat.

1.10. SOVEREIGN IMMUNITY

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

1.11. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

1.12. ASSIGNMENT

GRU or Contractor shall not assign or transfer, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

1.13. AUDIT OF RECORDS

Contractor shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

1.14. NONEXCLUSIVE REMEDIES

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

1.15. ADVERTISING

Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

1.16. MODIFICATION OF TERMS

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or any other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

1.17. WAIVER

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

1.18. DISCLOSURE AND CONFIDENTIALITY

a) Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public records request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

i. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:

1. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.

2. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

ii. Request for Trade Secret or Otherwise Confidential and Exempt Information.

1. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.

2. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.

3. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.

4. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

b) "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

1.19. PUBLIC RECORDS

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:

i. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.

ii. Upon request from GRU's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 contractor does not transfer the records to GRU.

iv. Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

1.20. SALES TAX

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at https://www.gru.com/WorkWithGRU/Procurement/PurchaseOrders.

1.21. ANTI-DISCRIMINATION

Contractor shall not discriminate on the basis of race, color, religion, sex, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

1.22. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this contract.

1.23. COUNTERPARTS

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

1.24. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING

In accordance with Section 287.05701(2)(a), F.S. (2023), GRU may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

1.25. ATTACHMENTS

All exhibits attached to this contract are incorporated into and made part of this contract by reference.

SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Supplemental Conditions.

1.26. CONDUCT OF THE WORK

Contractor shall be considered an independent entity and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. Contractor will assign only competent and skilled workers to perform the Work. All of Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor's sole direction, supervision and control at all times and in all places. Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of GRU. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Further, unless specifically authorized to do so, the Contractor shall not represent to others that, as the Contractor, it has the authority to bind GRU to any third-party agreement.

1.27. CONTRACTOR RESPONSIBILITIES

a) Performance. Contractor shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

b) Project Related Requirements. Contractor is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

1.28. COOPERATION/ COORDINATION

a) Access to Work Site. GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

b) Work by GRU. GRU reserves the right to perform activities in the area where the Work is being performed by Contractor.

c) Work by Other Contractor. GRU reserves the right to permit other Contractors to perform work within the same work area. Contractor shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

d) Coordination. Contractor shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor will afford GRU and other Contractors reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

1.29. INDEMNIFICATION

a) Contractor(s) shall be fully liable for its action, the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor(s), its agents, employees, partners, or subcontractors.
b) Further, Contractor(s) shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor(s)'s products or GRU's

operation or use of Contractor(s)'s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor(s)'s opinion is likely to become the subject of such a suit, Contractor(s) may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.
c) Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s) written notice of any action or threatened action, defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.
d) The provisions of this section shall survive the termination or expiration of this Contract.

1.30. DAMAGE TO WORK

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor's own risk. Contractor is not relieved of a requirement of the specifications on the plea of error.

1.31. DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be borne equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

1.32. DELAY

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contact. Contractor is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

1.33. DEFAULT

If Contractor should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor will be liable to GRU for any damages resulting from such default.

1.34. TERMINATION

a) Termination for Convenience. GRU may, by providing thirty (30) calendar days written notice to Contractor,

terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor for goods and services accepted as of the date of termination, and for Contractor's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

b) Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor materially breaches this Contract by:

i. refusing, failing or being unable to properly manage or perform;

ii. refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;

iii. refusing, failing or being unable to make prompt payment to subcontractors or suppliers;

iv. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;

v. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or

vi. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor.

c) Funding out Clause. If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor with thirty (30) calendar day's written notice to Contractor.

1.35. FORCE MAJEURE

a) No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

b) In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

c) In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

1.36. LIMITATION OF GRU'S LIABILITY

To the fullest extent permitted by law, GRU shall not be liable to Contractor for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

1.37. WORK HOURS

GRU normal business hours are 8:00 AM EST to 5:30 PM EST. Contractor(s) may perform the Work outside business

hours only with prior approval from the Authorized Representative or designee.

1.38. PERFORMANCE TIME

Contractor shall complete the Work no later than the date set forth in the Contract. Contractor further understands and agrees that time is of the essence. If Contractor fails to complete the Work on or before the date established for Final Completion, then Contractor will be solely responsible for liquidated damages or other costs as set forth in the Solicitation or Contract.

1.39. LIQUIDATED DAMAGES

Liquidated damages shall be assessed in the amount of $500 per calendar day for each day after the agreed upon completion date or the last day of September for year scope was provided

1.40. COMPLETION OF WORK

1. Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
2. Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

1.41. DELIVERY

Once a written PO is emailed to the successful Bidder, the work shall be scheduled and started within sixty (60) calendar days. However, should the work have to be performed on an emergency basis, work will be scheduled and started within two (2) calendar days. Holiday and weekend deliveries may be needed as product use or circumstances require. If the successful Bidder cannot meet the delivery requirements for any of the product or services specified herein, GRU reserves the right to procure the product or services from the next lowest responsive, responsible bidder, or to solicit new pricing. The goal of this agreement is for the speedy acquisition of water and sewer materials and accessories; therefore, successful Bidder’s responsiveness under the terms of this agreement is paramount. Delivery of orders resulting from award of this bid shall be made within seven (7) to ten (10) business days after receipt of a valid PO number for the items listed on the Bid Form. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid PO number. Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

1.42. INSURANCE

Contractor shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor shall procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

1.43. MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

- Commercial General Liability: $1,000,000 combined single limit for bodily injury and property damage
- Automobile Liability: $1,000,000 combined single limit for bodily injury and property damage
- Worker’s Compensation:
    - State (Florida): Statutory
    - Applicable Federal: Statutory
    - Employer’s Liability:

- $500,000 per Accident
- $500,000 Disease, Policy Limit
- $500,000 Disease, Each Employee

- Excess Liability: $1,000,000

1.44. WARRANTY/GUARANTEE

1. Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.
2. No provision contained in the Specifications shall be interpreted to limit Contractor's liability for defects. No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor must indicate if any warranty is being provided by either Contractor or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor is not able to provide such warranty.
3. All maintenance, repair and construction services furnished as defined herein shall be guaranteed and warranted by the successful Bidder for a minimum period of three (3) years, unless otherwise specified, from final acceptance by GRU to be free from defects due either to faulty materials or equipment or faulty workmanship. All materials, equipment, and workmanship furnished and/or furnished and installed by the successful Bidder is warranted and guaranteed by the successful Bidder to meet the required standards specified herein and to accomplish the purposes and functions of the project. GRU shall, following discovery of faulty materials or workmanship, promptly give written notice to the successful Bidder of faulty materials, equipment, or workmanship within the period of the guarantee and the successful bidder(s) shall promptly replace any part of the faulty equipment, material, or workmanship at its own cost. These warranty and guarantee provisions create no limitations on GRU as to any claims or actions for breach of guaranty or breach of warranty that GRU might have against parties other than the successful Bidder, and do not constitute exclusive remedies of GRU against the successful Bidder.

1.45. SAFETY AND SECURITY

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested. The contractor shall at all times take all reasonable precautions for the safety of its employees engaged in services and shall comply with all safety laws, rules and regulations as mentioned in the contractors safety orientation and/or manual as instruction may be site specific.

a. Confinement to Work Area/Parking. Contractor's employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor and its employees shall park personal vehicles and equipment in areas designated by GRU.

b. Sanitation. If sanitary facilities are available near the work site, Contractor may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, Contractor is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor. If responsible for providing sanitary facilities, Contractor is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

c. Personal Protection Equipment requirements during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.

d. The Contractor shall supply all safety and personal protective equipment (PPE) required to complete the scope of the contracted work (or as stated in the Contract). Equipment supplied by the Contractor must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency

e. It is the sole responsibility of the contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any work place hazards.
f. This training includes when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.
g. Protocols should be in place to prevent or reduce the likelihood of exposure and be in compliance with operating site PPE requirements. Local, state, and federal mandates must be followed.

1.46. WARRANTY OF TITLE

Contractor warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

1.47. NERC CIP COMPLIANCE REQUIREMENTS

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard "CIP-004-6 Table R3 – Personnel Risk Assessment Program", and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

1.48. CONTRACTOR'S RESPONSIBILITIES

1. Contractor will recruit, screen, interview, hire and assign its employees to perform the work pursuant to this Contract; compensate its employees for hours worked at GRU; withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving employees.
2. Contractor shall obtain background check and drug screening services of its employees who will perform work at GRU locations. To ensure compliance with the Fair Credit Reporting Act, Contractor will not provide copies of such background check or drug screening results to GRU but will instead provide an attestation of completion of such services to GRU. Background check services may be conducted by one or more of Contractor's preferred, third-party vendors (e.g., Hire Right, A-Check Global).
3. Contractor shall require all of the Employees to self-report in writing to Contractor within forty-eight hours any incidents of arrests by local, state or federal law enforcement agencies. If the Employee is unable to report in writing due to incarceration or confinement, the Employee shall notify Contractor within forty-eight (48) hours after the arrest by text message, email, phone call, or voicemail. In addition, all Employees holding a Commercial Driver's License (CDL) as a condition of employment shall self-report, in writing, to Contractor within forty-eight (48) hours after any citations, arrests, or charges disqualifying the Employee from holding a CDL.

1.49. ORDER OF PRECEDENCE

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:
a. Any modification to this Contract
b. Contract
c. GRU Technical Specifications
d. GRU Supplemental Conditions
e. GRU General Conditions
f. GRU Instructions
g. Contractor Response

ATTACHMENT 1

Item No.	DESCRIPTION	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Amount
	Mobilization				
A-1	**Inspection and Cleaning Mobilization (1 per Project Area)**	EA	$5,000.00	5	$25,000.00
A-2	**CIPP Rehabilitation Mobilization (1 per Project Area)**	EA	$32,500.00	5	$162,500.00
A-3	**Lateral Service and Cleanout Mobilization (1 per Project Area)**	EA	$3,675.00	5	$18,375.00
A-4	**MH Rehabilitation Mobilization (1 per Project Area)**	EA	$2,625.00	5	$13,125.00
A-5	**Easement Access Road Matting**	LF	$35.00	500	$17,500.00
	Easement Reel Access				
A-6	6" to 12" diameter	LF	$11.00	500	$5,500.00
A-7	14" to 18" diameter	LF	$12.00	500	$6,000.00
A-8	20" to 24" diameter	LF	$13.00	500	$6,500.00
	Mainline Clean & Inspection - Sanitary				
	CCTV Inspection and Light Cleaning (4 Line Passes or less)				
B-1	6" diameter	LF	$5.00	5,000	$25,000.00
B-2	8" - 12" diameter	LF	$5.50	10,000	$55,000.00
B-3	14" - 18" diameter	LF	$7.00	5,000	$35,000.00
B-4	20" - 24" diameter	LF	$9.00	2,500	$22,500.00
B-5	27" - 42" diameter	LF	$13.00	1,000	$13,000.00
	Heavy Cleaning (Up to 4 Line Passes in addition to Light Cleaning)				
B-6	6" diameter	LF	$1.00	5,000	$5,000.00
B-7	8" - 12" diameter	LF	$1.00	10,000	$10,000.00
B-8	14" - 18" diameter	LF	$1.00	5,000	$5,000.00
B-9	20" - 24" diameter	LF	$1.00	2,500	$2,500.00
B-10	27" - 42" diameter	LF	$1.00	1,000	$1,000.00
	Root Cutting				
B-11	6" diameter	LF	$5.00	1,000	$5,000.00
B-12	8" - 12" diameter	LF	$5.00	2,500	$12,500.00
B-13	14" - 18" diameter	LF	$7.00	500	$3,500.00
B-14	20" - 24" diameter	LF	$9.00	500	$4,500.00
B-15	27" - 42" diameter	LF	$14.00	500	$7,000.00
	Tuberculation Removal				
B-16	6" diameter	LF	$10.00	1,000	$10,000.00
B-17	8" - 12" diameter	LF	$10.00	5,000	$50,000.00
B-18	14" - 18" diameter	LF	$15.00	5,000	$75,000.00
B-19	20" - 24" diameter	LF	$18.00	1,000	$18,000.00
B-20	27" - 42" diameter	LF	$20.00	500	$10,000.00
	Service Lateral Clean & Inspection - Sanitary				
C-1	Service Lateral CCTV Inspection	EA	$425.00	500	$212,500.00
C-2	Service Lateral Cleaning	EA	$110.00	500	$55,000.00
C-3	Service Lateral Tuberculation Removal	LF	$15.00	250	$3,750.00
C-4	Protruding Service Lateral Removal	EA	$275.00	100	$27,500.00
	Mainline Cured In Place Pipe (CIPP) Installation - Sanitary				
	End Seals				
D-1	6" Dia. End Seals (Per Segment)	EA	$25.00	100	$2,500.00
D-2	8" Dia. End Seals (Per Segment)	EA	$25.00	100	$2,500.00
D-3	10" Dia. End Seals (Per Segment)	EA	$25.00	100	$2,500.00
D-4	12" Dia. End Seals (Per Segment)	EA	$25.00	100	$2,500.00
D-5	14" Dia. End Seals (Per Segment)	EA	$25.00	50	$1,250.00
D-6	15" Dia. End Seals (Per Segment)	EA	$30.00	50	$1,500.00
D-7	16" Dia. End Seals (Per Segment)	EA	$30.00	50	$1,500.00
D-8	18" Dia. End Seals (Per Segment)	EA	$30.00	50	$1,500.00
D-9	20" Dia. End Seals (Per Segment)	EA	$35.00	50	$1,750.00
D-10	21" Dia. End Seals (Per Segment)	EA	$35.00	50	$1,750.00
D-11	24" Dia. End Seals (Per Segment)	EA	$35.00	50	$1,750.00
	6" diameter				
D-12	4.5 mm manufactured thickness (.177)	LF	$61.00	2,000	$122,000.00
	8" diameter				
D-13	6.0 mm manufactured thickness (.236)	LF	$47.50	5,000	$237,500.00
D-14	Add Item - 1.5mm increaser per LF	LF	$1.50	5,000	$7,500.00
	10" diameter				
D-15	6.0 mm manufactured thickness (.236)	LF	$50.00	2,500	$125,000.00
D-16	Add Item - 1.5mm increaser per LF	LF	$2.00	2,500	$5,000.00
	12" diameter				
D-17	6.0 mm manufactured thickness (.236)	LF	$65.00	2,500	$162,500.00
D-18	Add Item - 1.5mm increaser per LF	LF	$2.35	2,500	$5,875.00
	14" diameter				
D-19	6.0 mm manufactured thickness (.236)	LF	$90.00	2,500	$225,000.00
D-20	Add Item - 1.5mm increaser per LF	LF	$2.60	2,500	$6,500.00
	15" diameter				
D-21	7.5 mm manufactured thickness (.295)	LF	$99.00	2,500	$247,500.00
D-22	Add Item - 1.5mm increaser per LF	LF	$3.00	2,500	$7,500.00
	16" diameter				
D-23	7.5 mm manufactured thickness (.295)	LF	$101.00	2,500	$252,500.00
D-24	Add Item - 1.5mm increaser per LF	LF	$3.25	2,500	$8,125.00
	18" diameter				
D-25	7.5 mm manufactured thickness (.295)	LF	$118.00	5,000	$590,000.00
D-26	Add Item - 1.5mm increaser per LF	LF	$4.00	5,000	$20,000.00
	20" diameter				
D-27	7.5 mm manufactured thickness (.295)	LF	$145.00	2,500	$362,500.00
D-28	Add Item - 1.5mm increaser per LF	LF	$4.50	2,500	$11,250.00
	21" diameter				
D-29	9.0 mm manufactured thickness (.354)	LF	$161.00	1,000	$161,000.00
D-30	Add Item - 1.5mm increaser per LF	LF	$5.00	1,000	$5,000.00
	24" diameter				
D-31	10.5 mm manufactured thickness (.413)	LF	$185.00	1,000	$185,000.00
D-32	Add Item - 1.5mm increaser per LF	LF	$5.50	1,000	$5,500.00

	27" diameter				
D-33	10.5 mm manufactured thickness (.413)	LF	$187.00	1,000	$187,000.00
D-34	Add Item - 1.5mm increaser per LF	LF	$6.00	1,000	$6,000.00
	30" diameter				
D-35	12 mm manufactured thickness (.472)	LF	$248.00	1,000	$248,000.00
D-36	Add Item - 1.5mm increaser per LF	LF	$8.00	1,000	$8,000.00
	36" diameter				
D-37	12 mm manufactured thickness (.472)	LF	$312.00	1,000	$312,000.00
D-38	Add Item - 1.5mm increaser per LF	LF	$10.00	1,000	$10,000.00
	42" diameter				
D-39	13.5 mm manufactured thickness (.531)	LF	$463.00	1,000	$463,000.00
D-40	Add Item - 1.5mm increaser per LF	LF	$12.00	1,000	$12,000.00
	Manhole External Drop Cured in Place Pipe Services				
	Drop Pipe Setup, CCTV, Cleaning and CIPP Installation				
	6" diameter				
E-1	Setup, CCTV Inspection, and Cleaning	EA	$3,800.00	20	$76,000.00
E-2	4.5 mm manufactured thickness	LF	$25.00	150	$3,750.00
E-3	Add Item - 1.5mm increaser per LF	LF	$5.00	150	$750.00
	8" diameter				
E-4	Setup, CCTV Inspection, and Cleaning	EA	$3,900.00	20	$78,000.00
E-5	4.5 mm manufactured thickness	LF	$25.00	150	$3,750.00
E-6	Add Item - 1.5mm increaser per LF	LF	$5.00	150	$750.00
	10" diameter				
E-7	Setup, CCTV Inspection, and Cleaning	EA	$4,000.00	10	$40,000.00
E-8	6.0 mm manufactured thickness	LF	$30.00	100	$3,000.00
E-9	Add Item - 1.5mm increaser per LF	LF	$7.00	100	$700.00
	12" diameter				
E-10	Setup, CCTV Inspection, and Cleaning	EA	$4,500.00	10	$45,000.00
E-11	6.0 mm manufactured thickness	LF	$35.00	100	$3,500.00
E-12	Add Item - 1.5mm increaser per LF	LF	$10.00	100	$1,000.00
	14" diameter				
E-13	Setup, CCTV Inspection, and Cleaning	EA	$4,800.00	10	$48,000.00
E-14	6.0 mm manufactured thickness	LF	$40.00	100	$4,000.00
E-15	Add Item - 1.5mm increaser per LF	LF	$10.00	100	$1,000.00
	15" diameter				
E-16	Setup, CCTV Inspection, and Cleaning	EA	$5,200.00	2	$10,400.00
E-17	6.0 mm manufactured thickness	LF	$45.00	25	$1,125.00
E-18	Add Item - 1.5mm increaser per LF	LF	$12.00	25	$300.00
	16" diameter				
E-19	Setup, CCTV Inspection, and Cleaning	EA	$5,700.00	10	$57,000.00
E-20	6.0 mm manufactured thickness	LF	$48.00	100	$4,800.00
E-21	Add Item - 1.5mm increaser per LF	LF	$13.00	100	$1,300.00
	18" diameter				
E-22	Setup, CCTV Inspection, and Cleaning	EA	$6,000.00	2	$12,000.00
E-23	6.0 mm manufactured thickness	LF	$65.00	25	$1,625.00
E-24	Add Item - 1.5mm increaser per LF	LF	$15.00	25	$375.00
	20" diameter				
E-25	Setup, CCTV Inspection, and Cleaning	EA	$6,300.00	10	$63,000.00
E-26	6.0 mm manufactured thickness	LF	$75.00	100	$7,500.00
E-27	Add Item - 1.5mm increaser per LF	LF	$18.00	100	$1,800.00
	21" diameter				
E-28	Setup, CCTV Inspection, and Cleaning	EA	$6,600.00	2	$13,200.00
E-29	6.0 mm manufactured thickness	LF	$80.00	25	$2,000.00
E-30	Add Item - 1.5mm increaser per LF	LF	$20.00	25	$500.00
	24" diameter				
E-31	Setup, CCTV Inspection, and Cleaning	EA	$6,900.00	2	$13,800.00
E-32	6.0 mm manufactured thickness	LF	$100.00	25	$2,500.00
E-33	Add Item - 1.5mm increaser per LF	LF	$25.00	25	$625.00
	Lift Station External Drop Cured in Place Pipe Services				
	Drop Pipe Setup, CCTV, Cleaning and CIPP Installation				
	6" diameter				
F-1	Setup, CCTV Inspection, and Cleaning	EA	$3,800.00	5	$19,000.00
F-2	4.5 mm manufactured thickness (.236)	LF	$25.00	50	$1,250.00
F-3	Add Item - 1.5mm increaser per LF	LF	$5.00	50	$250.00
	8" diameter				
F-4	Setup, CCTV Inspection, and Cleaning	EA	$3,900.00	5	$19,500.00
F-5	4.5 mm manufactured thickness (.236)	LF	$25.00	50	$1,250.00
F-6	Add Item - 1.5mm increaser per LF	LF	$5.00	50	$250.00
	10" diameter				
F-7	Setup, CCTV Inspection, and Cleaning	EA	$4,000.00	5	$20,000.00
F-8	6.0 mm manufactured thickness (.236)	LF	$30.00	50	$1,500.00
F-9	Add Item - 1.5mm increaser per LF	LF	$7.00	50	$350.00
	12" diameter				
F-10	Setup, CCTV Inspection, and Cleaning	EA	$4,500.00	5	$22,500.00
F-11	6.0 mm manufactured thickness (.236)	LF	$35.00	50	$1,750.00
F-12	Add Item - 1.5mm increaser per LF	LF	$10.00	50	$500.00
	14" diameter				
F-13	Setup, CCTV Inspection, and Cleaning	EA	$4,800.00	5	$24,000.00
F-14	6.0 mm manufactured thickness (.236)	LF	$40.00	50	$2,000.00
F-15	Add Item - 1.5mm increaser per LF	LF	$10.00	50	$500.00
	15" diameter				
F-16	Setup, CCTV Inspection, and Cleaning	EA	$5,200.00	5	$26,000.00
F-17	6.0 mm manufactured thickness (.236)	LF	$45.00	50	$2,250.00
F-18	Add Item - 1.5mm increaser per LF	LF	$12.00	50	$600.00
	16" diameter				
F-19	Setup, CCTV Inspection, and Cleaning	EA	$5,700.00	5	$28,500.00
F-20	6.0 mm manufactured thickness (.236)	LF	$48.00	50	$2,400.00
F-21	Add Item - 1.5mm increaser per LF	LF	$13.00	50	$650.00
	18" diameter				
F-22	Setup, CCTV Inspection, and Cleaning	EA	$6,000.00	2	$12,000.00
F-23	6.0 mm manufactured thickness (.236)	LF	$65.00	20	$1,300.00
F-24	Add Item - 1.5mm increaser per LF	LF	$15.00	20	$300.00
	20" diameter				
F-25	Setup, CCTV Inspection, and Cleaning	EA	$6,300.00	5	$31,500.00
F-26	6.0 mm manufactured thickness (.236)	LF	$75.00	50	$3,750.00
F-27	Add Item - 1.5mm increaser per LF	LF	$18.00	50	$900.00
	21" diameter				
F-28	Setup, CCTV Inspection, and Cleaning	EA	$6,600.00	2	$13,200.00
F-29	6.0 mm manufactured thickness (.236)	LF	$80.00	20	$1,600.00

F-30	Add Item - 1.5mm increaser per LF	LF	$20.00	20	$400.00
	24" diameter				
F-31	Setup, CCTV Inspection, and Cleaning	EA	$6,900.00	2	$13,800.00
F-32	6.0 mm manufactured thickness (.354)	LF	$100.00	20	$2,000.00
F-33	Add Item - 1.5mm increaser per LF	LF	$25.00	20	$500.00

	Mainline CIPP Ancillary Services				
G-1	**Lateral Service Reinstatement**	EA	$250.00	200	$50,000.00
G-2	**Segment Dewatering Operation (Well point)**	DAY	$1,000.00	5	$5,000.00
	Internal Spot Repair				
	8" diameter				
G-3	316L Stainless Steel Mechanical Point Repair Insert	EA	$4,600.00	3	$13,800.00
G-4	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$3,750.00	3	$11,250.00
	10" diameter				
G-5	316L Stainless Steel Mechanical Point Repair Insert	EA	$4,600.00	3	$13,800.00
G-6	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$4,000.00	3	$12,000.00
	12" diameter				
G-7	316L Stainless Steel Mechanical Point Repair Insert	EA	$5,200.00	3	$15,600.00
G-8	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$4,500.00	3	$13,500.00
	14" diameter				
G-9	316L Stainless Steel Mechanical Point Repair Insert	EA	$5,200.00	3	$15,600.00
G-10	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$4,800.00	3	$14,400.00
	15" diameter				
G-11	316L Stainless Steel Mechanical Point Repair Insert	EA	$5,700.00	2	$11,400.00
G-12	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$5,300.00	2	$10,600.00
	16" diameter				
G-13	316L Stainless Steel Mechanical Point Repair Insert	EA	$5,700.00	3	$17,100.00
G-14	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$5,500.00	3	$16,500.00
	18" diameter				
G-15	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	$9,000.00	2	$18,000.00
G-16	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$8,500.00	2	$17,000.00
	20" diameter				
G-17	316L Stainless Steel Mechanical Point Repair Insert	EA	$9,000.00	3	$27,000.00
G-18	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$8,800.00	3	$26,400.00
	21" diameter				
G-19	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	$9,000.00	2	$18,000.00
G-20	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$9,300.00	2	$18,600.00
	24" diameter				
G-21	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	$14,000.00	2	$28,000.00
G-22	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$12,000.00	2	$24,000.00
G-23	**Grout Injection Soil Stabilization (Cost + 10%)**	ALLOWANCE	$25,000.00	1	$25,000.00
	Service Lateral Cleanout Installation				
H-1	4" Diameter PVC Cleanout Installation (Depth less than 5 feet)	EA	$950.00	150	$142,500.00
H-2	6" Diameter PVC Cleanout Installation (Depth less than 5 feet)	EA	$1,100.00	50	$55,000.00
H-3	Additional Material, Excavation and Compacted Backfill for Cleanout (5 feet to 10 feet in depth)	EA	$500.00	25	$12,500.00
H-4	Provide and Install Cleanout Service Box and Cover (Composite)	EA	$200.00	200	$40,000.00
H-5	Install Cleanout Service Box (Metal) (Owner to Provide Box and Cover Material)	EA	$55.00	15	$825.00
H-6	Cleanout Sod Placement (25 SF per Cleanout Install)	EA	$100.00	200	$20,000.00
H-7	Sidewalk and Driveway Concrete Repair (4 inch to 6 inch in thickness)	SF	$125.00	25	$3,125.00
H-8	Asphalt Repair	SF	$125.00	50	$6,250.00
	Service Lateral Cured In Place Pipe (CIPP) Installation				
I-1	Lateral Service CIPP Setup (1 per Mainline Segment)	EA	$25.00	50	$1,250.00
I-2	4" Lateral up to 3' long in 8" main	EA	$3,675.00	100	$367,500.00
I-3	4" Lateral up to 3' long in 10" main	EA	$3,800.00	25	$95,000.00
I-4	4" Lateral up to 3' long in 12" main	EA	$3,900.00	25	$97,500.00
I-5	6" Lateral up to 3' long in 8" main	EA	$4,200.00	10	$42,000.00
I-6	6" Lateral up to 3' long in 10" main	EA	$4,400.00	10	$44,000.00
I-7	6" Lateral up to 3' long in 12" main	EA	$4,725.00	10	$47,250.00
I-8	Additional Length of CIPP (4" or 6" service)	LF	$69.00	2,500	$172,500.00
	Manhole Rehabilitation Services				
	Existing Manhole Liner Removal				
J-1	HDPE Lining Removal (9 VF Avg. Depth)	EA	$400.00	2	$800.00
J-2	Polymer/Epoxy Lining Removal (9 VF Avg. Depth)	EA	$600.00	25	$15,000.00
J-3	Fiberglass Lining Removal (9 VF Ave. Depth)	EA	$400.00	5	$2,000.00
J-4	**Internal DIP Drop Pipe Removal (9 VF Avg Depth)**	EA	$800.00	25	$20,000.00
J-5	**Inside Iron Step Removal per Manhole (5 Avg per MH)**	EA	$300.00	100	$30,000.00
J-6	**Manhole Ring and Cover Remove and Replace (New Ring and Cover Provided by Owner)**	EA	$950.00	200	$190,000.00
J-7	**Manhole Ring and Cover Adjustments**	LF	$2,000.00	2	$4,000.00
J-8	**Exterior Severe Leak Stoppage/Groundwater Mitigation (Cost + 10%)**	ALLOWANCE	$50,000.00	1	$50,000.00
	Internal Manhole Minor Leak Stoppage				
J-9	Manhole Depth - 0' to 5'	EA	$625.00	100	$62,500.00
J-10	Manhole Depth - Over 5' to 10'	EA	$900.00	75	$67,500.00
J-11	Manhole Depth - Over 10' to 15'	EA	$1,000.00	50	$50,000.00
J-12	Manhole Depth - Over 15' to 20'	EA	$1,200.00	50	$60,000.00
J-13	Manhole Depth -Over 20'	EA	$1,500.00	25	$37,500.00
	Bench Rehabilitation				
J-14	Bench and Invert Demo, Repair and Rebuild 48" MH Diameter	EA	$550.00	150	$82,500.00
J-15	Bench and Invert Demo, Repair and Rebuild 60" MH Diameter	EA	$850.00	50	$42,500.00
J-16	Bench and Invert Demo, Repair and Rebuild 72" MH Diameter	EA	$1,500.00	25	$37,500.00
J-17	Bench and Invert Demo, Repair and Rebuild 96" MH Diameter	EA	$2,500.00	5	$12,500.00
	Structural Build Back Rehabilitation Application				
J-18A	Structural Rebuild Layer (Build Back over 1" in thickness) - 48" MH Diameter	VF	$250.00	80	$20,000.00
J-18B	Structural Rebuild Layer (Build Back over 1" in thickness) - 60" MH Diameter	VF	$280.00	40	$11,200.00
J-18C	Structural Rebuild Layer (Build Back over 1" in thickness) - 72" MH Diameter	VF	$325.00	20	$6,500.00
J-18D	Structural Rebuild Layer (Build Back over 1" in thickness) - 96" MH Diameter	VF	$400.00	20	$8,000.00
	Rehabilitation Lining Application				
J-19A	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 48" MH Diameter	VF	$210.00	200	$42,000.00
J-19B	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 60" MH Diameter	VF	$275.00	20	$5,500.00
J-19C	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 72" MH Diameter	VF	$300.00	20	$6,000.00
J-19D	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 96" MH Diameter	VF	$375.00	10	$3,750.00
J-20A	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 48" MH Diameter	VF	N/A	1,500	N/A
J-20B	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 60" MH Diameter	VF	N/A	250	N/A
J-20C	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 72" MH Diameter	VF	N/A	25	N/A
J-20D	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 96" MH Diameter	VF	N/A	15	N/A
J-21	**Inside Drop installation (Hardware and Drop Provided by Owner)**	EA	$1,500.00	25	$37,500.00

	Bypass Services				
	Low Flow By-Pass Setup (Less Than 500 GPM with 100% Onsite Redundancy)				
K-1	Bypass Pump Setup	EA	$250.00	75	$18,750.00
	Low Flow By-Pass Pumping Operations (Less Than 500 GPM)				
K-2	Mainline CCTV Inspection Operation	LF	$1.00	15,000	$15,000.00
K-3	Lateral CCTV Inspection Operation (Avg of 7 Laterals per Mainline Segment) ($/LF of Mainline)	LF	$1.00	15,000	$15,000.00
K-4	Mainline Light Cleaning Operation (Up to 4 Line Passes)	LF	$1.00	15,000	$15,000.00
K-5	Mainline Heavy Cleaning Operation (Up to 4 Line Passes in addition to Light Cleaning)	LF	$1.00	5,000	$5,000.00
K-6	Light Tuberculation Removal (Up to 4 Passes with Cutting Tool)	LF	$1.00	5,000	$5,000.00
K-7	Heavy Tuberculation Removal (Up to 4 Passes with Cutting Tool in addition to Light Tub. Removal)	LF	$1.00	5,000	$5,000.00
K-8	Mainline CIPP Installation Operation	LF	$1.00	15,000	$15,000.00
K-9	Lateral CIPP Installation Operation (Avg of 7 Laterals per Mainline Segment) ($/LF of Mainline)	LF	$1.00	15,000	$15,000.00
K-10	**High Flow By-Pass Setup (Greater Than 500 GPM with 100% Onsite Redundancy) (Cost + 10%)**	ALLOWANCE	$100,000.00	1	$100,000.00
K-11	**High Flow By-Pass Pumping Operations (Greater Than 500 GPM, no redundancy) (Cost + 10%)**	ALLOWANCE	$100,000.00	1	$100,000.00
K-12	**High Flow By-Pass Pumping Operations (Greater Than 500 GPM with 100% Redundancy) (Cost + 10%)**	ALLOWANCE	$150,000.00	1	$150,000.00
	Wastewater Hauling Operations				
K-13	Initial Hauling Startup and Mobilization (6 Hour Min)	EA	$750.00	30	$22,500.00
K-14	Hauling (Up to 2000 Gal Debris Capacity)	HR/TRK	$295.00	500	$147,500.00
K-15	Hauling (2000 to 4000 Gal Debris Capacity) (10 Hr = 1 Day)	DAY/TRK	$375.00	100	$37,500.00
	Bypass Ancillary Services				
K-16	Roadway Hose Ramp Setup	EA	$50.00	150	$7,500.00
	Maintenance of Traffic (MOT) Services				
	Traffic Control - Right of Way per FDOT Index				
L-1	**Maintenance of Traffic (Cost + 10%, without Flagmen)**	ALLOWANCE	$300,000.00	1	$300,000.00
L-2	Flagmen (2 Required, 8 hour min)	DAY	$1,000.00	100	$100,000.00
	General Conditions				
	Performance and Payment Bond (1% for Estimate Value Only)	%	1%		$92,500.50
	Project Contingency (15%)	%	15%		$1,387,507.50
				Total Estimated Value	**$10,730,058.00**

2024-083-E SAK Construction Contract FINAL

Final Audit Report 2024-10-24

Created:	2024-10-22
By:	Annie Velez (veleza1@gru.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKDFqwbyZv3lCn9tcLYWiaC4N-bDd8Cyw

"2024-083-E SAK Construction Contract FINAL" History

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Signer David Schwartz (schwartzdc@cityofgainesville.org) entered name at signing as David C. Schwartz
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Document e-signed by Joseph Feuerborn (jfeuerborn@sakcon.com)

Signature Date: 2024-10-24 - 1:33:47 PM GMT - Time Source: server

Agreement completed.

2024-10-24 - 1:33:47 PM GMT

PIGGYBACK RIDER FOR SANITARY SEWER LINE AND MANHOLE REHABILITATION SERVICES

SAK CONSTRUCTION, LLC

THIS "PIGGYBACK" RIDER AGREEMENT FOR SEWER LINE AND MANHOLE REHABILITATION SERVICES ("Agreement") is made and entered into this _____ day of _____, 2026, by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation whose address is 1126 E. State Road 434, Winter Springs, Florida 32708 ("City"), and **SAK CONSTRUCTION, LLC**, a Missouri limited liability company registered to conduct business in Florida with its principal place of business at 864 Hoff Road, O'Fallon, MO 63366 ("Contractor"). The City and Contractor agree as follows:

1. The Purchasing Policies of the City of Winter Springs allow for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to "piggyback" an existing government contract, without the need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Contractor has entered into a contract with the City of Gainesville, Florida, (the "**Original Government Agency**") said contract being identified as **CONTRACT BETWEEN THE CITY OF GAINESVILLE D/B/A GAINESVILLE REGIONAL UTILITIES AND SAK CONSTRUCTION, LLC. FOR SANITARY SEWER LINE & MANHOLE REHABILITATION SERVICES** (said original contract being referred to as the "**Original Government Contract**").

2. The Original Government Contract, including all associated Contract Documents, Exhibits, and Attachments as defined in the Original Government Contract, is incorporated herein by reference and is attached as **Exhibit "A"** to this Agreement. The Invitation to Bid associated with the Original Government Contract, for Bid No. 2024-083, is incorporated herein by reference and is attached as **Exhibit "B"** to this Agreement. The Contractor's Response to Bid No 2024-083 is incorporated herein by this reference and is attached as **Exhibit "C"** to this Agreement. All terms and conditions set forth in the Original Government Contract (Exhibit "A"), Invitation to Bid (Exhibit "B"), and Contractor's Response to the Invitation to Bid (Exhibit "C") are fully binding on the parties, and said terms and conditions are incorporated herein except to the extent expressly modified herein.

3. Notwithstanding the requirements that the Original Government Contract, Solicitation, and Contractor's Response to the Solicitation (collectively the "Contract Documents"), are fully binding on the parties, the parties have agreed to modify certain provisions of the aforementioned Contract Documents as applied to this Agreement between the Contractor and the City of Winter Springs, as follows:

a. Notwithstanding anything in Exhibit "A," Exhibit "B," or Exhibit "C" to the contrary, the following terms shall be substituted throughout the Original Government Contract: all references to the "City of Gainesville" and/or "Gainesville Regional Utilities" shall be substituted with references to the "City of Winter Springs;" all references to the "City" shall refer to the City of Winter Springs; all references to "GRU" shall be references to the City.

b. The term of this Agreement with the City of Winter Springs shall take effect on the date of execution by the City and Contractor ("Effective Date") and shall continue for an initial term of three (3) years. Upon the mutual written consent of both parties, the Agreement may be renewed for two (2) additional terms of two (2) years, irrespective of the Original Government Agency's decision to renew the

Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

c. The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Winter Springs unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Winter Springs.

d. Order of Precedence.

The Original Government Contract shall be amended to provide that the Contract Documents shall consist of: (1) this Rider; (2) the Original Government Contract, together with all exhibits, attachments, and duly executed amendments; and (3) Bid No. 2024-083 documents together with all addenda thereto issued by the Original Government Agency; (4) the Contractor's Response to Bid No. 2024-083; and (5) any and all Specifications, Amendments, Purchase Orders, Change Orders, and/or Field Orders issued after the Effective Date of this Agreement by the City of Winter Springs. The order of precedence will be as follows in the event of a conflict among the Contract Documents: properly executed Purchase Orders, Change Orders, Field Orders, and Amendments issued after the Effective Date of this Agreement; this Rider; the Original Government Contract; Invitation for Bid for Original Bid No. 2024-083 documents, with all addenda thereto; and the Contractor's Response to Bid No. 2024-083.

e. Insurance.

The City shall be named an additional insured under the Contractor's insurance policies required under the Original Government Contract.

The City's Certificate Holder address shall read:

City of Winter Springs
Attn: Finance Department
1126 East State Road 434
Winter Springs, FL 32708

The remainder of the insurance requirements presented in Exhibits "A," "B," and "C" shall be unchanged.

f. Public Records.

Section 1.19 of Exhibit "A" is amended to provide as follows.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Winter Springs, 1126 East State Road 434, Winter Springs, FL 32708, or cityclerkdepartment@winterspringsfl.org, or (407) 327-4753.

Section 1.19 h is further amended to provide as follows.

> If Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Article.

The remainder of the Section shall be unchanged.

g. Project Price.

The amount set forth in any individual Purchase Order entered into under this Agreement shall not exceed fifty thousand dollars ($50,000) without the prior authorization of the Winter Springs City Commission. The remainder of the Original Government Contract's price terms shall remain unchanged.

h. Payment of Project Price

i. Consent of the surety shall be provided with each payment application if a Performance and Payment Bond is required.

ii. The City may decline to make payment and may withhold funds should the Contractor fail to provide consent of the surety with the payment if a Performance and Payment Bond is required.

iii. Consent of the surety is required for final payment if a Performance and Payment Bond has been accepted for a particular task.

i. Performance and Payment Bond.

The Contractor may be required to submit a Performance and Payment Bond prior to execution of any Purchase Order at the request of the City's Engineer. The Contractor shall be required to submit a Performance and Payment Bond prior to execution of any Purchase Order for any project exceeding a cost of $200,000.00, as required by Section 255.20, Florida Statutes. The Contractor shall utilize the Performance and Payment Bond forms attached to this Agreement as **Exhibits "D"** and **"E."**

j. Miscellaneous. The following provisions are hereby added to or modified from the Original Government Contract. To the extent the terms and conditions below may conflict with terms and conditions contained in Exhibit "A," "B," or "C" the terms and conditions as set forth below shall control.

i. Notices to the City shall be delivered to:

City Manager
City of Winter Springs, Florida

1126 East State Road 434
Winter Springs, FL 32708

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

ii. The City intends to avail itself of the benefits of Section 769.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars ($200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

iii. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

iv. The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. Venue for mediation shall be in Seminole County, Florida. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, any cause of action filed hereunder shall be filed in Seminole County, Florida, for State actions and Orlando, Florida, for Federal actions.

v. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, fire, flood, windstorm, explosion, riot, war, sabotage, strike (except involving Contractor's labor force), extraordinary breakdown of or damage to City's facilities, court injunction or order, federal and/or state law and/or regulation, or order by any other regulatory agency, provided that the prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days or longer, either party may terminate this Agreement. Monetary damages will not be awarded to Vendor in the event of Force Majeure.

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vi. The Contractor shall seek prior written approval from the City for any necessary lane closure requests before closing, blocking, or barricading any lanes of traffic on roadways within the City.

vii. The Contract shall be governed by the laws of the State of Florida.

vii. In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

viii. Itemized invoices shall be provided to the City of Winter Springs, Attn: Finance Department, 1126 E. State Road 434, Winter Springs, Florida 32708. Payments shall be due and payable pursuant to the Florida Local Government Prompt Payment Act, s. 218.70 eq. seq., Florida Statutes.

IN WITNESS WHEREOF, authorized representatives of the CITY and the CONTRACTOR have executed this Piggyback Rider to the Original Government Contract on the date noted below.

CITY:

Kevin Sweet,

City Manager

Date: 7/20/2026

ATTEST:

City Clerk

City of Winter Springs Incorporated 1959 Seminole County, Florida

SAK CONSTRUCTION, LLC

Tim Bussen

Print Name: Tim Bussen

Print Title: President

Date: 7/28/2026

EXHIBIT B

ITB BID NO. 2024-083

EXHIBIT C

CONTRACTOR'S RESPONSE TO ITB BID NO. 2024-083

EXHIBIT D

PERFORMANCE BOND FORM

Bond No. _____

BY THIS PERFORMANCE BOND, We _____, as Principal, whose address is _____ and telephone number is _____ and _____, as Surety, whose address is _____ and telephone number is _____ are bound to the City of Winter Springs, a Florida municipal corporation, as OWNER, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708 and telephone number is 407-327-1800, in the initial sum of $ _____ (110% of Contract Price), or such greater amount as the Contract may be adjusted from time to time in accordance with the Contract between the Principal and OWNER) (the "Penal Sum").

WHEREAS, the Principal has executed a contract with the OWNER, dated _____, for the construction of the _____ project in the City of Winter Springs, Seminole County, Florida (the "Project"); and

WHEREAS, the OWNER has required the Principal to furnish a performance bond in accordance with law and as a condition of executing the Contract with Principal; and

WHEREAS, this bond is being entered into to satisfy the requirements of Section 255.05(1), Florida Statutes and the Contract referenced above, as the same may be amended, and additionally, to provide common law rights more expansive than as required by statute.

NOW THEREFORE, the Surety and the Principal, both joint and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree as follows:

7. **CONTRACT INCORPORATED; SURETY AND PRINCIPAL BOUND FOR FULL PERFORMANCE.** The Contract is incorporated by reference and made a part of this bond. The Surety and the Principal are bound for the full performance of the Contract including without exception all of the Contract Documents (as defined in the Contract) and all of their terms and conditions, both express and implied. Without limiting the Principal's and Surety's obligations under the Contract and this bond, the Principal and Surety agree:

A. Promptly and faithfully perform their duties and all the covenants, terms, conditions, and obligations under the Contract including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and

B. Pay OWNER all losses, damages, delay damages (liquidated or actual), expenses, costs and attorneys' fees under section 627.756, Florida Statutes, including costs and attorney's fees on appeal that OWNER sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

C. Satisfy all claims and demands incurred under the Contract, and fully indemnify and hold harmless the OWNER from all costs and damages which it may suffer by reason or failure to do so.

2. **OWNER'S AFFIDAVIT OF CONTRACTOR BREACH OR DEFAULT.** If the OWNER shall provide to Surety the written affidavit of the OWNER stating that the Principal is in breach or default of the Contract, and that such breach or default remains uncured by the Principal, then upon delivery of such affidavit to the Surety in the method for providing notices as set forth in Paragraph 7 below, Surety must promptly notify the OWNER in writing which action it will take as permitted in Paragraph 3.

3. **SURETY'S OBLIGATION UPON DELIVERY OF OWNER'S AFFIDAVIT OF CONTRACTOR'S BREACH OR DEFAULT.** Upon the delivery of the OWNER's affidavit of breach or default by the Principal as provided in Paragraph 2 above, the Surety may promptly remedy the breach or default or must, within ten (10) days, proceed to take one of the following courses of action:

A. **Proceed Itself.** Complete performance of the Contract including correction of defective and nonconforming Work through its own CONTRACTORs or employees, approved as being acceptable to the OWNER, in the OWNER's sole discretion, provided, however, that OWNER's discretion in approving the Surety's CONTRACTOR will not be unreasonably withheld as to any CONTRACTOR who would have qualified to offer a proposal on the Contract and is not affiliated in any way with the Principal. During this performance by the Surety, the OWNER will pay the Surety from its own funds only those sums as would have been due and payable to the Principal under the Contract as and when they would have been due and payable to the Principal in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the OWNER under the Contract. During this performance by Surety, any payment bond required under the Contract must remain in full force and effect; or

B. **Tender a completing CONTRACTOR acceptable to OWNER.** Tender a CONTRACTOR, together with a contact for fulfillment and completion of the Contract executed by the completing CONTRACTOR, to the OWNER for the OWNER's execution. OWNER's discretion to approve Surety's completing CONTRACTOR will not be unreasonably withheld as to any CONTRACTOR who would have qualified to offer a proposal on the contract and is not affiliated with the Principal. OWNER's discretion to approve CONTRACTOR as the completing CONTRACTOR and to approve the tendered contract shall be in OWNER's sole and absolute discretion. Upon execution by the OWNER of the contract for fulfillment and completion of the Contract, the completing CONTRACTOR must furnish to the OWNER a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the OWNER for the Project by the Principal. Each such bond must be in the Penal Sum of the full cost to complete the Contract. The OWNER will pay the completing CONTRACTOR from its own funds only those sums as would have been due and payable to the Principal under the Contract as and when they would have been due and payable to the Principal in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the OWNER under the Contract. To the extent that the OWNER is obligated to pay the completing CONTRACTOR sums which would not have been due and payable to CONTRACTOR under the Contract (any sums in excess of the then remaining Contract balance less any sums due the OWNER under the Contract), the Surety must pay the OWNER the full amount of those sums at the time the completing CONTRACTOR tenders an invoice to the OWNER so that the OWNER can utilize those sums in making timely payment to the completing CONTRACTOR; or

7. **Tender the Full Penal Sum.** Tender to the OWNER the full Penal Sum of the performance bond. The OWNER will refund to the Surety without interest any unused portion not spent by the OWNER procuring and paying a completing CONTRACTOR or completing the Contract itself, plus the cost allowed under Section 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or

D. **Other Acts.** Take any other acts mutually agreed upon in writing by the OWNER and the Surety.

E. **IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT THE PRINCIPAL CONTENDS THAT IT IS NOT IN BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF BREACH OR DEFAULT WAS DEFECTIVE, OR THAT THE PRINCIPAL HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT THE SURETY HAS RECEIVED THE AFFIDAVIT OF THE OWNER AS SPECIFIED IN PARAGRAPH 2.**

4. **SURETY'S ADDITIONAL OBLIGATIONS.** In addition to those duties set forth herein above, the Surety must promptly pay the OWNER (i) all losses, costs and expenses resulting from the Principal's breach(es) or default(s), including, without limitation, fees (including attorney's fees pursuant to section 627.756, Florida Statutes and related costs), expenses and costs for architects, ENGINEERs, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the Contract, for lost use of the Project, plus (iii) re-procurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall Surety's liability exceed the Penal Sum of this Bond.

5. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the work to be performed under the Contract.

6. **NO THIRD-PARTY BENEFICIARIES.** The Surety provides this performance bond for the sole and exclusive benefit of the OWNER and OWNER's heirs, administrators, executors, successors and assigns. No other party, person or entity has any rights against the Surety.

7. **METHOD OF NOTICE.** All notices to the Surety, the Principal or the OWNER must be given by Certified Mail, Return Receipt Requested, to the address set fourth for each party below:

SURETY:

Name: _____
Attention: _____
Street: _____
City, State: _____
Zip: _____

PRINCIPAL:

Name: _____
Attention: _____
Street: _____
City, State: _____
Zip: _____

OWNER:

The City of Winter Springs
Attention: City Manager
1126 E. State Road 434
Winter Springs, Florida 32708
(407) 327-5957

with a copy to:
Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

8. **STATUE OF LIMITATIONS.** Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Contract (including any warranty period) has not run or expired or within three (3) years following Final Completion of the Contract (including any warranty period) and acceptance of the Work performed under the Contract by the OWNER, whichever is longer.

9. **RECITALS.** The recitals contained in this Performance Bond are incorporated by reference herein and are expressly made a part of this Performance Bond.

10. **GOVERNING LAW.** This performance bond shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws provisions.

11. **VENUE.** In the event any legal action shall be filed upon this performance bond, venue shall lie exclusively in the Circuit Court for Seminole County, Florida.

12. **MISCELLANEOUS.**

A. The Surety agrees that this performance bond shall afford the OWNER with all of the protections and rights afforded under Florida Statutes and under common law.

B. This performance bond is issued in addition to any other bond or warranty required under the Contract including, but not limited to, any labor and materials payment bond and maintenance bond.

Each bond issued under the Contract shall be construed as separate and distinct from each other.

C. In the event that the Surety fails to fulfill its obligations under this performance bond, then the Surety shall also indemnify and hold the OWNER harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this performance bond.

D. This performance bond shall remain in full force and effect until such time all the work, labor and materials under the Contract have been performed or provided to the OWNER's complete satisfaction, through the expiration of all warranty periods.

Principal	**Surety**
_____	_____
(Typed Firm Name)	**(Typed Firm Name)**
_____	_____
(Seal)	**(Seal)**
By:	**By:**
_____	_____
(Signature)	**(Signature)**
_____	_____
(Printed Name)	**(Printed Name)**
_____	_____
(Title)	**(Title)**
_____	_____
_____	_____
(Address)	**(Address)**
_____	_____
(Date of Execution)	**(Date of Execution)**

EXHIBIT E

LABOR AND MATERIALS PAYMENT BOND

Bond No. _____

BY THIS LABOR AND MATERIALS PAYMENT BOND, We _____, as Principal, whose address is _____ and telephone number is _____ and _____, as Surety, whose address is _____ and telephone number is _____ are bound to the City of Winter Springs, a Florida municipal corporation, as OWNER, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708 and telephone number is 407-327-1800, in the initial sum of $ _____ (110% of Contract Price), or such greater amount as the Contract may be adjusted from time to time in accordance with the Contract between the Principal and OWNER) (the "Penal Sum").

WHEREAS, the Principal has executed a contract with the OWNER, dated _____, for the construction of the _____ project in the City of Winter Springs, Seminole County, Florida (the "Project"); and

WHEREAS, the OWNER has required the Principal to furnish a labor and materials payment bond in accordance with law and as a condition of executing the Contract with Principal; and

WHEREAS, this bond is being entered into to satisfy the requirements of Section 255.05(1), Florida Statutes and the Contract referenced above, as the same may be amended, and additionally, to provide common law rights more expansive than as required by statute.

NOW THEREFORE, the Surety and the Principal, both joint and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree as follows:

1. **CONTRACT INCORPORATED; SURETY AND PRINCIPAL BOUND FOR FULL PERFORMANCE.** The Contract is incorporated by reference and made a part of this bond. The Surety and the Principal are bound to promptly make payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, supplies, or rental equipment used directly or indirectly by Principal in the prosecution of the work provided under the Contract. Any such payments shall not involve the OWNER in any expense.

2. **CLAIMS**. Claims made under this bond shall be made pursuant to provisions of Section 255.05, Florida Statutes, and applicable law. Therefore, a claimant, except a laborer, who is not in privity with the Principal shall, before commencing or not later than 45 days after commencing to furnish labor, services, or materials for the prosecution of the work, furnish the Principal with written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, services, or materials shall deliver to the Principal and to the surety written notice of the performance of the labor or delivery of materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter but not before 45 days after the first furnishing of labor, services, or materials, and not later than 90 days after the final furnishing of the labor, services, or materials by the claimant or,

with respect to the rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with Principal which includes sums for retainage must specify the portion of the amount claimed for retainage.

3. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, or the labor, work, or materials required to be performed under the Contract.

4. **BENEFICIARIES.** The Surety provides this performance bond for the sole and exclusive benefit of the OWNER and OWNER's heirs, administrators, executors, successors and assigns, as well as for the benefit of any claimants who have actually provided labor, material, rental equipment, or services under the Contract.

5. **RECITALS.** The recitals contained in this labor and materials payment bond are incorporated by reference herein and are expressly made a part of this bond.

6. **GOVERNING LAW.** This labor and materials payment bond shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions.

7. **VENUE.** In the event any legal action shall be filed upon this labor and materials payment bond, venue shall lie exclusively in the Circuit Court for Seminole County, Florida.

8. **MISCELLANEOUS.**

   A. The Surety agrees that this labor and materials payment bond shall afford the OWNER and all claimants under the Contract with all of the protections and rights afforded under Florida Statutes and under common law.

   B. This labor and materials payment bond is issued in addition to any other bond or warranty required under the Contract including, but not limited to, any performance bond and maintenance bond. Each bond issued under the Contract shall be construed as separate and distinct from each other.

   C. In the event that the Surety fails to fulfill its obligations under this labor and materials payment bond, then the Surety shall also indemnify and hold the OWNER harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this labor and materials payment bond.

   D. This labor and materials payment bond shall remain in full force and effect until such time that the legal deadline for filing a claim hereunder has duly expired.

Principal	**Surety**
(Typed Firm Name)	(Typed Firm Name)
(Seal)	(Seal)
By:	By:
(Signature)	(Signature)
(Printed Name)	(Printed Name)
(Title)	(Title)
(Address)	(Address)
(Date of Execution)	(Date of Execution

CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

Public Works and Utilities Compound Parking Lot Resurfacing

SUMMARY

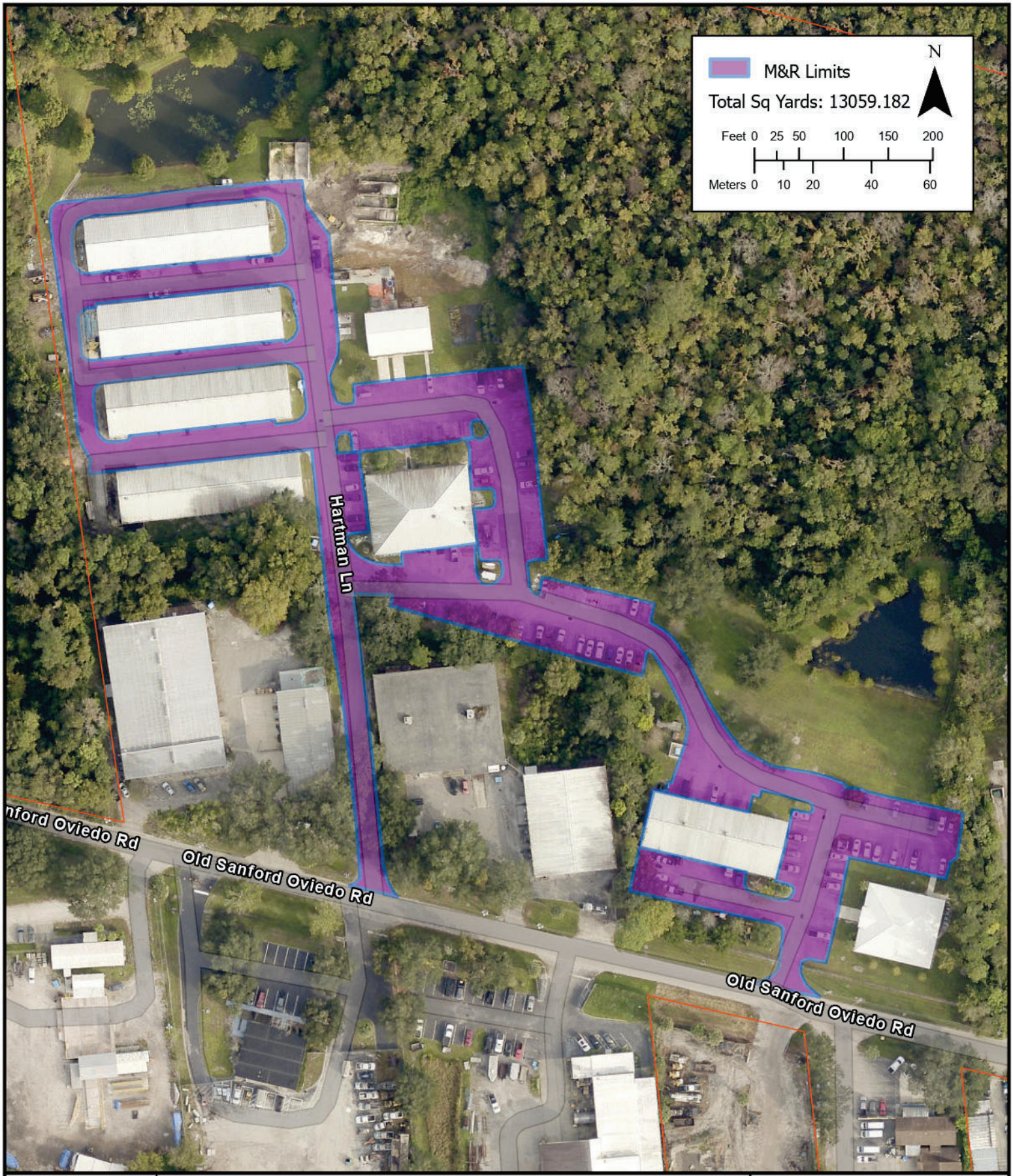
The City has expanded its existing Pavement Management Program (PMP) to include the evaluation and long-term management of City-owned parking lots through a Parking Lot Resurfacing Program. This program provides a systematic approach to evaluating pavement conditions, prioritizing resurfacing needs, and planning improvements for all City-owned parking lots. As part of this effort, the Public Works and Utilities Compound parking lot has been identified for resurfacing. The compound primarily supports Public Works and Utilities operations but also accommodates Parks and Recreation and Facilities staff. It serves as a central location for City fleet maintenance, including the Fleet Shop, where Police vehicles are serviced. Daily operations involve frequent use of the parking areas by heavy equipment, machinery, service vehicles, and City fleet vehicles. This repeated use over many years has contributed to pavement deterioration. Resurfacing at this time will restore the parking surface and extend its useful life. Completing the work now will also help prevent further deterioration and avoid more extensive and costly repairs in the future.

FUNDING SOURCE

Infrastructure Surtax Fund 121-41-4140-560650 - Construction in Progress Resurfacing.

RECOMMENDATION

Staff recommends the City Commission approve the issuance of a purchase order to Middlesex Paving, LLC for Asphalt Resurfacing ofthe Public Works and Utilities Compound parking lot in the amount of $330,009.75 plus a 10% contingency for a total of $363,010.73 and authorize the City Manager and City Attorney to prepare and execute any and all applicable documents consistent with this Agenda Item. This is a piggyback contract with Seminole County IFB 604900-24.



Estimated Pavement Size Assessment

Winter Springs Public Works & Utilities

User: jstanford Current Time: 2/4/2026 1:47 PM

Address:
280 Old Sanford Oviedo Rd
Winter Springs, FL 32708

Total Sq Yards: 13059.182

PROPOSAL

Middlesex Paving, LLC

10801 Cosmonaut Blvd.

Orlando, FL

Phone: **(407) 206-0077**

Submitted To: City of Winter Springs
1126 E. State Road 434
Winter Springs, FL 32708

Attention: Philip Hursh

Job Name: WINTER SPRINGS PUBLIC WORKS LOT
Proposal No.: PV1128

Middlesex Contact: Peter Fronczak

Includes up to 1 Paving Mobilization(s).
Based on Completion by June, 2026.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Paving schedule is subject to availability and allocation of incoming aggregate deliveries for asphalt production schedule.				
	MOBILIZATION	1.00	LS$	15,714.75	15,714.75
	MAINTENANCE OF TRAFFIC	6.00	DAY	2,000.00	12,000.00
	MILLING @ 1.5"	11,855.00	SY	9.00	106,695.00
	ASPHALT PAVING SP-12.5-C @ 1.5"	978.00	TN	200.00	195,600.00

GRAND TOTAL **$330,009.75**

NOTES:

ACCEPTANCE OF PROPOSAL:
This proposal and pricing is accepted by the following signature with agreement to all notes and clarifications as stated herein.

Company Name: _____

Accepted By: _____Date of Acceptance: _____
Authorized Representative's Signature

Printed Name: _____

MOBILIZATIONS
* If additional paving mobilizations are required exceeding those noted above then an added charge of $4,500 will be required for each extra Mobilization.
* The Milling item(s) of work is based on all being performed at the same time in a single mobilization. If additional milling mobilizations are required then an additional $5,500 will be charged for each extra.

GENERAL NOTES
* THIS IS A UNIT PRICE PROPOSAL
* If work is not completed prior to completion date of contract, Middlesex will review any cost impacts and has the right to revise the unit costs for remaining work.
* This Proposal is based on quantities supplied by the contractor and unit costs will apply to any overrun.

* Thicknesses quoted are "Nominal" thicknesses per FDOT specifications.
* Price is based on yield of 110 lbs/sy (per inch thickness). If this maximum is exceeded due to base or jobsite conditions, then any additional asphalt used will be charged as an overrun/extra work.
* This Proposal does not include Payment and Performance Bond; if required add 1.5% to the contract price. Min. Cost is $500.
* Work is to be done during normal business hours Mon.-Fri. (7AM-6PM) or Sun. night thru Thurs. night (per lane closure restrictions).
* This proposal is based on all work being performed with a single paving crew, if additional crews are required to accommodate the Contractor's schedule then this will need to be agreed prior and any additional costs agreed.
* Prior to placement of any friction course traffic shall be in final configuration.
* This proposal does not include any Engineering evaluation of bridges within or adjacent to the project work area with consideration to "walking" the milling and paving equipment across. If such Engineering evaluation is required for access across any bridges then that responsibility will be borne by the General Contractor.
* Please note that Middlesex typically shuts down the asphalt plant and paving operations for the week of Christmas/New Year's and for the week of July 4th. This consideration shall be included in the project schedule.
* Middlesex must have at least 3 weeks advance notice in order to better assure timely scheduling of the work required for each mobilization/phase of paving.
* Once scheduled for work, any cancellation must be made prior to 48 hrs before scheduled mobilization; otherwise, a mobilization may be charged against the project and any subsequent re-scheduling will be subject to consideration of the above noted 3 weeks advance notice requirement.
* If this project includes the placaement of FC-5 Friction then be aware that Middlesex Paving follows the FDOT Specification for 65 degree temperature threshold and we must have a forecast with consistent temperatures meeting this threshold for the entire work allowance...no partial shifts. Typically, night-time placement of FC-5 Friction is not available (due to temperatures) from mid-November through March.
* The Contract item(s) for milling includes the trucking, cleanup and disposal of milled material. All milled asphalt becomes property of Middlesex. Milling shall be accessible by main line milling machine and Middlesex will not be responsible for areas that can't be accessed. Day-rate Milling is for milling machine only (no trucking, no clean-up).
* Miscellaneous asphalt is for placement of asphalt only. Grading and compacting the subgrade and application of an appropriate herbicide (per FDOT specifications) is the responsibility of the GC. The Misc. Asphalt item is based on the guardrail being installed after the placement of the asphalt and this does not include any patching by Middlesex.
* Location, adjustment, protection and relocation of utilities is not the responsibility of Middlesex.
* Price based on placing asphalt on a firm and unyeilding base/subgrade (prepared by others) meeting plan template and capable of supporting conventional asphalt paving equipment and tri-axle dump trucks.
* Middlesex will not be responsible for tack on adjacent roadways due to normal paving operations.
* Contractor to provide sufficient number of staging areas for Middlesex to park equipment close to each day's paving location and to allow for truck clean-out prior to leaving the project site.
* When accessing the paving areas, Middlesex will not be responsible for any miscellaneous concrete damaged by paving equipment or trucks. This includes curb and gutter, concrete pavement or brick pavers that are existing or constructed prior to paving operations.
* The GC is to provide a clean water source within reasonable access of the project for Middlesex's use to maintain operation of the rollers, broom, milling machine, and any other equipment, as needed.
* Due to existing conditions, Middlesex can not be responsible for 100% drainage of surface water following resurfacing.
* Middlesex will not be responsible for any puddling on areas where the grades are a 1.5% or less slope on plans or in the field conditions. Middlesex will not be responsible to notify customers of any conditions that exist that may present this problem.
* All of the above prices are based on the use of RAP (Recycled Asphalt) in the production of the hot-mix asphalt, per current FDOT Standards. Friction Courses are quoted per the current FDOT specifications, which allows the use of RAP in production.
* All of the above prices are based on the use of standard AC (liquid asphalt) binder in the production of the hot-mix asphalt, per FDOT Standards.
* Prices quoted are based on current prices on liquid asphalt, aggregates, and diesel fuel. Such prices are not guaranteed by the suppliers and are subject to sudden adjustment during the term of the contract. If the costs of these materials increases, Middlesex has the right to adjust the unit costs accordingly.
* This proposal is furnished as a complete scope of work as defined above and shall be contracted to Middlesex in its entirety. Individual line items cannot be removed unless specific changes are approved by Middlesex.
* This Estimate/Proposal is contingent upon acceptance or issuance of an agreeable Subcontract which shall include the provisions of this Estimate/Proposal. This Estimate/Proposal will supercede any other provisions of the Subcontract. Prior to any work being performed by Middlesex on the project this Estimate/Proposal must be accepted or a Subcontract must be executed.
* Payment Terms shall be the 30 days from date of Middlesex invoice, unless agreed to otherwise.
* If a Subcontract or other agreement is not executed within 30 days then this proposal is subject to be reviewed for adjustment.

* All prep for paving by others, other than stated herein. All access, traffic, and safety control by others. This includes lane closure provided on highways to allow trucks to enter/exit the work zone, even if the work zone is out of and away from active traffic; if the trucks are entering/exiting directly to or from active traffic then a lane closure is to be provided.
* This proposal includes standard testing performed by Middlesex's certified Quality Control lab and technicians.
* Middlesex does not include any provision for asphalt (installation or removal) that may be required to maintain traffic (i.e. temporary wedges). If this is required, such work will be considered extra and will need to be priced separately.
* Prices do not include engineering or layout.
* All staking, layout and establishment of grades to be done by others and clearly indicated before paving (every 100' in tangents and 25'in radius). We will accept no responsibilty for improper engineering and/or areas where no grades were indicated before commencement of work.
* Sawcutting of existing pavement is not included and is the responsibility of the site contractor.
* Middlesex is not responsible for the clean up and/or disposal of sweepings generated from sweeping the base, prime and sand, or intermediate asphalt lifts. Such sweepings will be broomed out of the way of paving and cleaned up by others.
* This proposal specifically excludes RailRoad Insurance and any special requirements for working in or around RR right-of-way.

TERM CONTRACT FOR PAVEMENT MANAGEMENT SERVICES
(IFB-604900-24/LNF)

THIS AGREEMENT is dated as of the 12th day of March 20 25, by and between **MIDDLESEX PAVING LLC,** duly authorized to conduct business in the State of Florida, whose address is 10801 Cosmonaut Boulevard, Orlando, FL 32824, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide pavement management services; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically

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enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

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(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Public Works Engineering
100 E. 1st Street
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

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(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

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information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

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Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

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(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

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Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

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(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY.

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The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes

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a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different

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insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

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(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

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(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Pollution Liability.

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(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

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Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 225.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

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representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

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Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,**

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PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

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return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Public Works Engineering
100 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Middlesex Paving, LLC
10801 Cosmonaut Blvd.
Orlando, FL 32824

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

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authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

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not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

David Soeci, Assistant Secretary

(CORPORATE SEAL)

MIDDLESEX PAVING, LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

Witness

Print Name

Witness

Print Name

MIDDLESEX PAVING LLC

By: _____
MICHAEL IAPALUCCIO, Vice President Paving

Date: March 10, 2025

SEMINOLE COUNTY, FLORIDA

By: _____
GLADYS MARROZOS,
Procurement Administrator

Date: 3-12-25

As authorized for execution by the Board of County Commissioners at its February 25, 2025, regular meeting.
Agenda Item #2025-100

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Attachments:

Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit

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Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction:

https://www.seminolecountyfl.gov/core/fileparse.php/3192/urlt/00800road-10-15-20-2.pdf

In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt and included in one of the items listed above.

Prior to beginning any paving or milling activities, the Contractor is required to give 24-hour notice to the Engineer/CCEI.

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Asphalt Concrete and Friction Course In-Place unit bid price is to be based upon the total tonnage of all pay individual pay items in Group I combined.

GROUP II – Sand and Seal

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916).**

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt

Milling Existing Asphalt Pavement (Contractor)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

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Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

Prior to beginning any paving or milling activities, the Contractor is required to give 24-hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroreflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. **(Section 102).**

Basis of payment shall be under:

Item No. 102-78 Temporary Retroreflective Pavement Markers - each.

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Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project Punch list NOT completed within 30 days of completion of the project will be subject to LD's.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and *non-designated County* holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rain or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis.

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Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of **(-) $1000.00** for each day for minor streets/roads.
Payment for LD is set at a rate of **(-) $1500.00** for each day for major roads.
Payment for LD is set at a rate of **(-) $1000.00** for each day beyond the 30-day time frame for completion of the Punch List. The 30-day time frame will start the day after the completion of the milling and re-surfacing.

A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise, it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.
Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day
Item No. 5-3 Liquidated Damages LD (For non-compliance of the 30-day time frame for completion of Punch List) – per day

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101).**

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.
Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed $1500 per day. **(Section 102).**

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

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Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425).**

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.
Item No. 425-6A Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525).**

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

Speed Cushion

The price of this item is for the installation of asphalt speed cushion. **(Section 526 Supplemental Specifications).**

Basis of payment shall be under:

Item No. 526-1 Asphaltic Speed Cushion – each.

GROUP VI

FOB – Items

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Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337).**

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.
Item No. 6-2 SP- 9.5 Asphaltic Concrete, Traffic C – per ton.
Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.
Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.
Item No. 6-5 Asphalt Milling Material – per ton.
Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials. **(Section 120).**

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment. **(Section 120).**

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by **(Section 160).**

Basis of payment shall be under:

Item No. 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for the road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. **(Section 285).**

Basis of payment shall be under:

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Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. **(Section 570).**

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

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SUPPLEMENTAL SPECIFICATIONS
FOR
PAVEMENT MANAGEMENT PROGRAM
SEMINOLE COUNTY FLORIDA
IFB-604900-24/LNF

Prepared by:

Seminole County Public Works
Engineering Division

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102 MAINTENANCE OF TRAFFIC (FDOT 2019)

SUBARTICLE 102-11.2 (Page 122) is deleted and the following substituted:

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (2 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

SUBARTICLE 102-13.24 (Page 128) is deleted and the following substituted:

102-13.24 Payment Items: Payment will be made under:

Item No. 102-1	Maintenance of Traffic – lump sum.
Item No. 102-14	Traffic Control Officer – per hour.
Item No. 102-78	Temporary Retroreflective Pavement Markers – each.
Item No. 102-99	Portable Changeable Message Sign – per each per day.
Item No. 102-913	Removable Tape- per foot.
Item No. 710-11-	Temporary Pavement Marking – Paint.

END OF SECTION 102

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104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION (FDOT 2019)

ARTICLE 104-10 (Page136-137) is deleted and the following substituted:

104-10 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section, including construction and routine maintenance of temporary erosion control features.

Any additional costs resulting from compliance with the requirements of this Section, other than construction, routine maintenance, and removal of temporary erosion control features, will be included in the Contract unit prices for the top lift of asphalt items.

A separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent operations. The Contractor shall include these costs in the Contract prices for grading items.

Additional temporary erosion control features constructed as directed by the Engineer will be paid for as unforeseeable work.

In case of repeated failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance or to use the County's own forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made from the monthly progress estimate.

Payment will be made with payment for the top lift of asphalt, including one of the following:

Item No. 334-1-	Superpave Asphaltic Concrete – per ton.
Item No. 337-7-	Asphalt Concrete Friction Course - per ton.
Item No. 339-1	Miscellaneous Asphalt Pavement – per ton.

END OF SECTION 104

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107 LITTER REMOVAL AND MOWING (FDOT 2019)

ARTICLE 107-4 (Page 155) is deleted and the following substituted:

107-4 Basis of Payment.

For litter removal, price and payment will be full compensation for all work specified in this section.
For mowing, price and payment will be full compensation for all work specified in this section.
Payment will be made with payment for the top lift of asphalt, including one of the following:

Item No. 334-1- Superpave Asphaltic Concrete – per ton.
Item No. 337-7- Asphalt Concrete Friction Course – per ton.
Item No. 339-1 Miscellaneous Asphalt Pavement – per ton.

END OF SECTION 107

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110 CLEARING AND GRUBBING
(FDOT 2019)

SUBATRICLE 110-12.8 (Page 166) is deleted and the following substituted:

110-12.8 Payment Items: Payment will be made with payment for the top lift of asphalt, including one of the following:

Item No. 334-1- Superpave Asphaltic Concrete – per ton.
Item No. 337-7- Asphalt Concrete Friction Course - per ton.
Item No. 339-1 Miscellaneous Asphalt Pavement – per ton.

END OF SECTION 110

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234 SUPERPAVE ASPHALT BASE (FDOT 2019)

ARTICLE 234-10 (Page 231) is deleted and the following substituted:

234-10 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including the applicable requirements of Section 320, 330 and 334. The bid price for the asphalt mix will include the cost of the liquid asphalt binder or the asphalt recycling agent and the tack coat application as directed in 300-8.

Payment will be made under:

Item No. 285-709-B Base Group 09 (6" Type B-12.5) – per square yard.

234 OPTIONAL BASE COURSE

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(FDOT 2019)

ARTICLE 285-9 (Page 237-238) is deleted and the following substituted:

285-9 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including tack coat between base layers, prime coat, cover material for prime coat, bituminous material used in bituminous plant mix, and cement used in soil-cement.

For Superpave asphalt base course, a pay adjustment based upon the quality of the material will be applied in accordance with 334-8.

Where the Plans include a typical cross-section which requires the construction of an asphalt base only, price adjustments for bituminous material provided for in 9-2.1.2 will apply to that typical cross-section. For typical cross-sections which permit the use of asphalt or other materials for construction of an optional base, price adjustments for bituminous material provided for in 9-2.1.2 will not apply.

Payment will be made under:

Item No. 285-701	Base Group 01 (Limerock LBR 100) – per square yard.
Item No. 285-706	Base Group 06 (Limerock LBR 100) – per square yard.
Item No. 285-709-A	Base Group 09 (Limerock LBR 100) – per square yard.
Item No. 285-709-B	Base Group 09 (6" Type B-12.5) – per square yard.

END OF SECTION 285

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327 MILLING OF EXISTING ASPHALT PAVEMENT (FDOT 2019)

ARTICLE 327-1 (Page 265) is deleted and the following is substituted:

327-1 Description.

Remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb before resurfacing, or to completely remove existing pavement.

When milling to improve rideability, the Plans will specify an average depth of cut.

There are 5 potential destinations of the milled material that will be defined by the pay item numbers. The potential destinations are as follows:

A. Contractor shall take ownership of milled material.
B. Contractor shall haul the milled material to the County's Yankee Lake facility.
C. Contractor shall haul milled material to the County's Oviedo facility.
D. Contractor shall haul milled material to the County's 5 Points facility.
E. Contractor shall haul milled material to a location determined by the Engineer and within 5 miles of the project limits.

SUBARTICLE 327-3.1 (Page 265-266) is deleted and the following is substituted:

327-3.1 General. Remove the existing raised pavement markers (RPM's) before milling. Include the cost of removing existing RPMs in the price for milling.

When milling to improve rideability or cross slope, remove existing pavement to the average depth specified in the Plans, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. The Engineer may require the use of a stringline to ensure maintaining the proper alignment.

Establish the longitudinal profile of the milled surface in accordance with the milling plans. Ensure the final cross slope of the milled surface parallels the surface cross slope shown in the Plans or as directed by the Engineer. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement of automatic grade or cross slope controls where the situation warrants such action.

Operate the milling machine to minimize the amount of dust being emitted. The Engineer may require pre-wetting of the pavement.

Provide positive drainage of the milled surface and the adjacent pavement. Perform this operation on the same day as milling. Repave milled surfaces greater than 1-1/2 inches before the end of that day's work shift. Unless pre-approved by the County/CCEI, any milled surfaces greater than 1-1/2 inches that is not repaved by the end of the day's production, then the milled square yard quantity will not be paid. If the milled surface is not repaved after 24 hours of milling, all milling operations will be stopped until the milled surface has been repaved. Milled surfaces less than or equal to 1-1/2 inches to be paved back no later than 24 hours after the surface is milled. Unless pre-approved by the County/CCEI, any milled surfaces less than or equal to 1-1/2 inches not repaved after the 24-hour time frame, then the milled square yard quantity will not be paid. All milled surfaces to be repaved prior to weekends and holidays. The contractor shall be responsible for protecting all exposed milled surfaces from any kind of damage. Any exposed surface damage shall be repaired by the contractor at no additional cost or time prior to repaving as determined by the Engineer/CCEI.

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If traffic is to be maintained on the milled surface before the placement of the new asphalt concrete, provide suitable transitions between areas of varying thickness to create a smooth longitudinal riding surface. Produce a pattern of striations that will provide an acceptable riding surface. The Contractor will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.

Before opening an area, which has been milled to traffic, sweep the pavement and gutters with a street sweeper or other approved equipment to remove, to the greatest extent practicable, fine material which will create dust under traffic. Sweep in a manner to minimize the potential for creation of a traffic hazard and to minimize air pollution. Do not sweep or allow milled asphalt into inlets.

Sweep the milled surface with a street sweeper before placing asphalt concrete. No other equipment may be used without prior approval by the Engineer.

Perform the sweeping operation immediately after milling operations or as directed by the Engineer.

ARTICLE 327-6 (Page 268) is deleted and the following is substituted:

327-6 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including hauling off and stockpiling or otherwise disposing of the milled material.

Payment will be made under:

Item No. 327- 70A	Milling Existing Asphalt Pavement (Contractor) - per sq. yd.
Item No. 327- 70B	Milling Existing Asphalt Pavement (Yankee Lake) - per sq. yd.
Item No. 327- 70C	Milling Existing Asphalt Pavement (Oviedo Yard) - per sq. yd.
Item No. 327- 70D	Milling Existing Asphalt Pavement (5 Points Yard) - per sq. yd.
Item No. 327- 70E	Milling Existing Asphalt Pavement (Relocate) - per sq. yd.

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END OF SECTION 327

330 HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS (FDOT 2019)

SUBARTICLE 330-4.1 (Page 270) is deleted and the following is substituted:

330-4.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of a street sweeper. No other equipment may be used without prior approval by the Engineer, supplemented by hand brooming where necessary.

SUBARTICLE 330-7.1 (Page 273) is deleted and the following is substituted:

330-7.1 General Requirements: When density testing for acceptance is required, select equipment, sequence, and coverage (number of times the roller passes over a given area of pavement) of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction will be allowed on any projects without prior approval of the Engineer. Compaction shall be in static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

END OF SECTION 330

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334 SUPERPAVE ASPHALT CONCRETE (FDOT 2019)

SUBARTICLE 334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements: paragraph 1 is deleted and the following substituted:

1. When using a PG 76-22 asphalt binder in friction course mixtures, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of the total asphalt binder comes from the RAP material. When using a PG 76-22 asphalt binder in structural course mixtures, refer to 334-2.3.6. RAP is not allowed in mixtures containing High Polymer asphalt binder. High Polymer asphalt is defined in Section 916.

SUBARTICLE 334-2.3.6 Allowable RAP Percentages for Type SP Structural Mixtures with PG 76-22 Asphalt Binder is being added.

334-2.3.6 Allowable RAP Percentages for Type SP Structural Mixtures with PG 76-22 Asphalt Binder: For Type SP structural mixtures using PG 76-22 asphalt binder, select the percentage of RAP material based on Table 334-2A.

Table 334-2A
Allowable RAP Percentages[1] in Type SP Structural Mixtures with PG 76-22 Asphalt Binder

		Coarse RAP	Intermediate RAP	Fine RAP
Gradation % Passing #16 Sieve[2]		≤ 40%	> 40% to ≤ 50%	> 50%
$PG_{HT} > 100.0°C$	Allowable RAP Percentage	≤ 25%	≤ 20%	≤ 20%
$PG_{HT}[3] \leq 100.0°C$		≤ 30%	≤ 25%	

Notes:
1. RAP aggregate by weight of total aggregate or RAP binder by weight of total binder.
2. RAP gradations based on ignition oven extraction of RAP material in accordance with FM 5-563.
3. PG_{HT}: asphalt binder high temperature continuous performance grade of RAP in accordance with Section 916.

SUBARTICLE 334-5.4.4 Table 334-4 Master Production Range (Page 291) is deleted and the following substituted.

Table 334-4
Master Production Range

Characteristic	Tolerance (1)
Asphalt Binder Content (%)	Target ±0.55
Passing No. 200 Sieve (%)	Target ±1.50
Air Voids (%)	2.30 – 6.00
Density (minimum % Gmm)(2)	89.50

(1) Tolerances for sample size of n = 1 from the verified mix design
(2) Based on an average of three to five randomly located cores

END OF SECTION 334

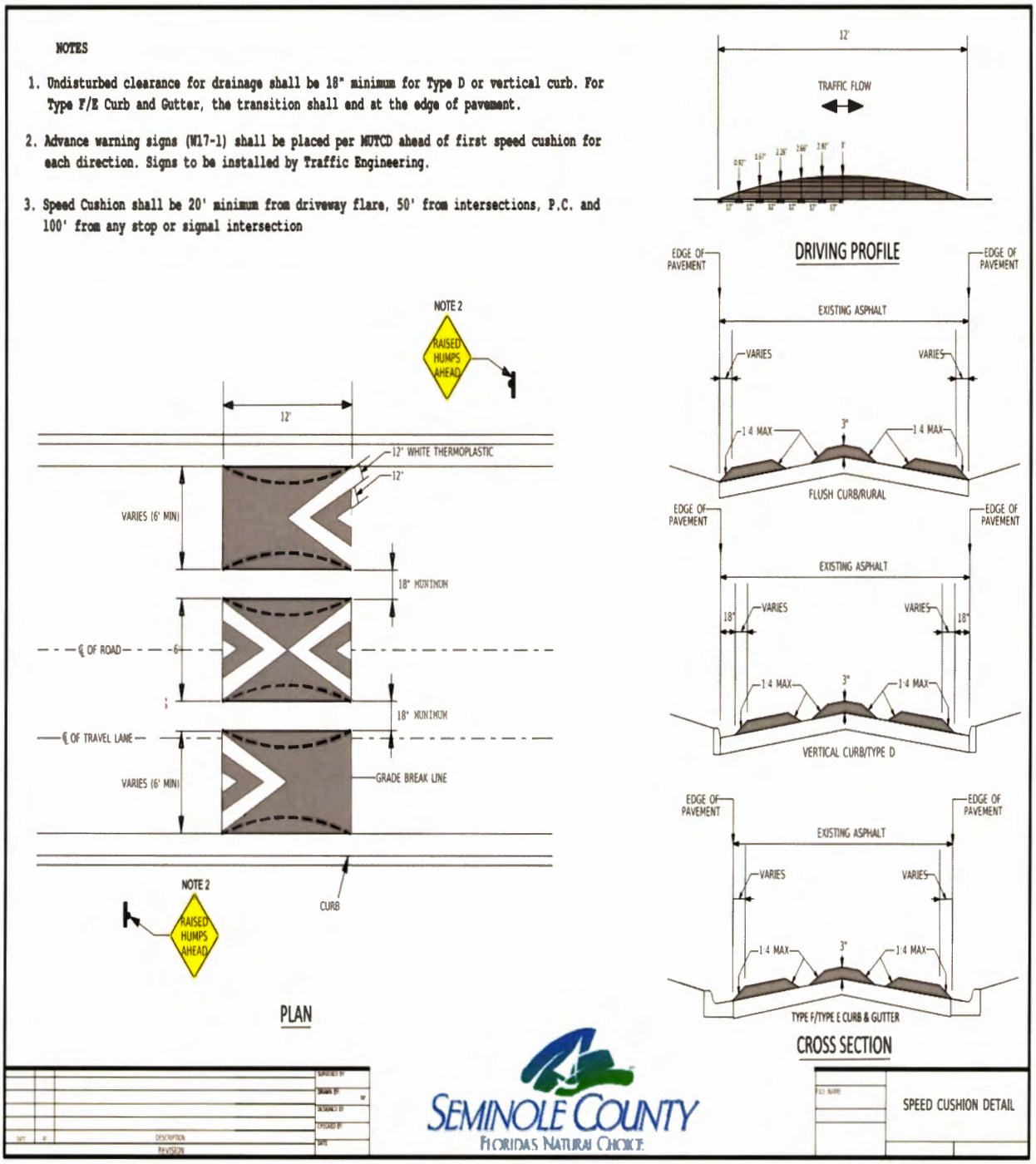
526 Asphalt Speed Cushion

526-1 Payment Items: Payment will be made under:

END OF SECTION 334

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Item No. 526-1- Asphalt Speed Cushion, - **Each.**



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END OF SECTION 526

710 PAINTED PAVEMENT MARKINGS (FDOT 2019)

SUBARTICLE 710-11.3 (Page 1014) is deleted and the following substituted:

710-11.3 Payment Items: Payment will be made under:

Item No. 710-11- Temporary Pavement Markings,
Paint Solid - per linear foot.
Paint Message - each.
Arrows - each.

END OF SECTION 710

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GENERAL CONDITIONS
FOR
PAVEMENT MANAGEMENT PROGRAM
SEMINOLE COUNTY FLORIDA
IFB-604900-24/LNF

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(Note: Division II "Construction Details" and Division III "Materials" are incorporated by reference to Florida Department of Transportation, Standard Specifications For Road and Bridge Construction, 2019.)

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DIVISION I STANDARD SPECIFICATIONS
GENERAL CONDITIONS

SECTION 1 - DEFINITIONS/INTERPRETATIONS

1.1 Definitions.

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

Acceptance, Final Acceptance - The formal action by COUNTY accepting the Work as being complete after certification by ENGINEER of Final Completion.

Agreement - The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

Apparent Low Bidder - The Bidder submitting the lowest Bid at the Bid opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

Application for Payment - The form furnished in the Contract Documents which is to be used in processing Partial or Final Payments to CONTRACTOR and which shall contain an affidavit by CONTRACTOR that Partial Payments theretofore received from COUNTY on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations stated in prior Applications for Payment. The application includes such supporting documentation as required by the Contract Documents.

Bid - The offer or proposal of a Bidder submitted in the prescribed manner on the prescribed forms to perform the Work in accordance with the Contract Documents.

Bidder - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work directly to COUNTY through an authorized representative.

Bidding Documents - The Invitation For Bid, Instructions to Bidders, Bid Forms, Addenda, Bid Bond, Sworn Statement Under Section 287.133(3)(a), Florida Statutes, Bidder Information, Non-Collusion Affidavit Of Bidder, Certificate of Non-segregated Facilities, List of Subcontractors and Major Materials Suppliers, Plans and Specifications, Agreement, General Conditions, Contract Documents, Bonds, Technical Specifications if applicable, CONTRACTOR's Insurance Requirements, Certificates, and Insurance Policies.

Bid Security - The security designated in the Instructions to Bidders.

Bonds - Instruments of security furnished by CONTRACTOR and his Surety in accordance with the Contract Documents.

Change Order - A written instrument issued on or after the Effective Date of the Agreement, which when duly executed by COUNTY and CONTRACTOR amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents, or changes in Contract Price or Contract Time, or any combination thereof.

Consultant - The professional engineer or engineering firm registered in the State of Florida who performs professional engineering services for the COUNTY other than COUNTY personnel. The Consultant may be the ENGINEER OF RECORD or may provide services through and be subcontracted to the ENGINEER OF RECORD.

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Contract Claim - Any dispute arising out of or related to the Contract Documents between the COUNTY and CONTRACTOR including, but not limited to, any demand or assertion by one of the parties seeking any equitable adjustment of the Contract Price, Contract Time or other relief with respect to the Contract Documents.

Contract Documents - Those documents named in the Agreement.

Contract Price - The total compensation, subject to authorized adjustments, payable by COUNTY to CONTRACTOR for satisfactory completion of all Work under the Contract Documents as stated in the Agreement.

Contract Time - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

Controlling Work Items - Those Work items that are directly interrelated such that each has a definite influence on progress of the critical path scheduling of the overall Work.

Cost and Pricing Data - Refers to all data available to or relied upon by CONTRACTOR in negotiating, pricing or costing Work covered by a Change Order or a Change Request, or involved in a Contract Claim.

COUNTY - Seminole County, a political subdivision of the State of Florida; the owner.

Date of Commencement of the Contract Time - The date given by the Notice to Proceed when the Contract Time commences to run.

Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

Defect or Defective - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

Department or The Department – The Seminole County Public Works Department, Engineering Division in FDOT's (Florida Department of Transportation) Standard Specification for Road and Bridge Construction, **and Standard Plans for Road Construction, 2019.**

Drawings, **Plans** - The drawings, plans or reproduction thereof, which show scope, character, location, dimensions, and other details of the Work to be performed under the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign.

ENGINEER - The Seminole County Engineer or Owner's Representative acting directly or through duly authorized representatives or Consultants who may serve as the COUNTY's ENGINEERS of construction, engineering and inspection; such representatives or Consultants acting within the scope of the duties and authority assigned to them.

ENGINEER OF RECORD - The professional engineer or engineering firm contracted with by the COUNTY or employed by COUNTY and registered in the State of Florida who develops criteria and concept for the

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Work, performs the analysis and is responsible for the preparation of the Plans and Specifications. The ENGINEER OF RECORD may be COUNTY in-house staff or a Consultant retained by the COUNTY.

Equipment - The Machinery and Equipment, together with the necessary supplies for upkeep and maintenance thereof; also, the tools and all other apparatus necessary, for the construction and acceptable completion of the Work.

Field Order - A written instrument issued by ENGINEER to CONTRACTOR which orders minor variations in the Work, as opposed to a change in the Work, and which does not involve an adjustment in Contract Price or Contract Time.

Final Completion - That date when (a) the Work is complete in accordance with the Contract Documents including the minor items identified during the inspection described in these General Conditions, and (b) the CONTRACTOR has submitted its request for Final Payment including the CONTRACTOR's Release and all Subcontractor Affidavits.

General Conditions - Division I of the Standard Specifications.

Holidays - Days designated by Seminole County as legal holidays. These days are:

New Year's Day	-	January 1st
Martin Luther King's Birthday	-	Third Monday in January
Memorial Day	-	Last Monday in May
Independence Day	-	July 4th
Labor Day	-	First Monday in September
Veteran's Day	-	November 11
Thanksgiving Day	-	Fourth Thursday in November
Day After Thanksgiving Day	-	Fourth Friday in November
Christmas Day	-	December 25th

Inspector or Field Representative - An authorized representative of the ENGINEER, assigned to make official inspections of the Materials furnished and of the Work performed by the CONTRACTOR.

Laws and Regulations; **Laws or Regulations** - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and local governments.

Low Bidder - The lowest responsive, responsible Bidder.

Lump Sum - A pay item within the Contract Documents, which is paid without regard to quantities or units of measure.

Major Item of Work - Any item of Work having an original value in excess of five percent of the original Contract Price shall be considered as a major item of Work.

Materials - Any substances to be incorporated in the Work under the Contract Documents.

Notice of Award - The written notice of the acceptance of the Bid from COUNTY to Low Bidder.

Notice to Proceed - The written notice issued by COUNTY to CONTRACTOR authorizing it to proceed with the Work and establishing the Date of Commencement of the Contract Time.

Owner - Refer to definition of COUNTY.

Payment Bond - The security furnished by CONTRACTOR and its Surety as a guarantee that CONTRACTOR will pay in full all bills and accounts, from claimants as defined in Chapter 713, Florida Statutes, or as amended, for Material, labor, services and supplies used directly or indirectly in the

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prosecution of the Work. The covered amount of the Payment Bond is separate and distinct from the covered amount of the Performance Bond.

Plans - The approved plans, including reproductions thereof, showing the location, character, dimensions and details of the Work to be done.

Performance Bond - The security furnished by CONTRACTOR and its Surety as a guarantee that CONTRACTOR will perform all of its contractual obligations in accordance with the terms of the Contract Documents. The covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

Progress Schedule - All documentation related to the planning and scheduling of the Work as described in the Contract Documents.

Project - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

Project Manager - The authorized representative of ENGINEER who is assigned to the Project.

Request for Information - CONTRACTOR's inquiries for information as submitted on the Request for Information form included in the Contract Documents.

Right-of-Way - The land which the COUNTY has title to, or right of use, for the road and its structures and appurtenances, and for Material pits furnished or to be furnished by the COUNTY.

Shop Drawings - All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate Material or Equipment for some portion of the Work, specifically indicating how CONTRACTOR will comply with the Contract Documents.

Specifications - The directions and provisions contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the quality of the Work or conditions under which Work shall be performed, or to the quantities and qualities of Materials and labor to be furnished under the Contract Documents.

Standard Specifications - The covenants, directions, provisions and requirements set forth in Division I "General Conditions" set forth in this document, Division II "Construction Details" and Division III "Materials". Division II "Construction Details" and Division III "Materials" are incorporated by reference to Florida Department of Transportation's, Standard Specifications For Road and Bridge Construction, (2019).

Subagreement - A contract or purchase order awarding a part of the Work under the Contract Documents to a Subcontractor, Supplier or other person or entity.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof having a Subagreement with CONTRACTOR for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a Subagreement with another Subcontractor to perform any of the Work at the site.

Substantial Completion - That date when (a) the Work is complete in accordance with the Contract Documents, with the exception of the minor items identified during the inspection described in these General Conditions, and (b) the Work can be utilized for the purposes for which it is intended, as may be evidenced by successful completion of all specified pre-operational start-up and demonstration tests. The

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terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Superintendent - The CONTRACTOR's authorized representative, who must be a principal or employee of the CONTRACTOR, in responsible charge of the Work.

Supplemental Agreement - A written agreement between the CONTRACTOR and the COUNTY, and signed by the Surety, modifying the contract within the limitations set forth in the Standard Specifications.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, Supplier, distributor, materialman or vendor.

Surety - The corporate body which is bound by the Bonds required by the Contract Documents with and for the CONTRACTOR and which agrees to be responsible for performance of the Work for which the Agreement has been made and for payment of all costs pertaining thereto.

Technical Specifications - Directions and provisions relating to the quality of the Work or conditions under which Work shall be performed and described in the Technical Specifications section of these Contract Documents.

Total Bid - Amount stated in the Bid Form by the Bidder as the Bidder's offer to furnish all labor, Materials and Equipment to perform all Work in strict accordance with the Contract Documents. If an Agreement is awarded to a Bidder, the Total Bid amount shall be the Contract Price.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or Materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price - Amount stated in the Contract Documents as a price per unit of measurement for Materials or services required in the Work.

Unit Price Work - Work to be paid on the basis of Unit Prices.

Value Engineering Change Proposal - A cost reduction proposal initiated and developed by the CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of Work.

Warranty Period - The period of time within which CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. The Warranty Period does not limit the CONTRACTOR's warranty that the Work has been completed in accordance with the Contract Documents.

Work - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the CONTRACTOR of his obligations under the Contract Documents. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the CONTRACTOR's expense.

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1.2 Interpretations.

1.2.1 Any reference to a Section or subsection in these General Conditions without identification of the particular Section or subsection shall mean a reference to these General Conditions.

1.2.2 Each Section in these General Conditions is composed of sub-sections, numbered as this subsection 1.2 is numbered; parts, numbered as this part 1.2.2 is numbered; and sub-parts - all of which are generally referred to as subsections. A reference to a sub-section means a reference to the entire sub-section, or to a part, or a sub-part, or any combination of them, depending on the intent of the reference.

1.2.3 Often, the Contract Documents omit the modifying word "all" and "any", and the articles "the" and "an". However, omitting modifiers or articles from, or inserting any of them into, a statement shall not in any way affect the meaning or interpretation of either statement.

1.3 Abbreviations.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
AGC	The Associated General Contractors of America, Inc.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute,Inc.
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FDOT	Florida Department of Transportation
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code (As recommended by the National Fire Protection Association)
NEMA	National Electrical Manufacturers Association
SAE	Society of Automotive Engineers
SSPC	Steel Structures Painting Council

Each of the above abbreviations, when followed by a number or letter designation, or combination of numbers and letters, shall be understood to designate a specification, test method or other code or recommendation of the particular authority or organization so shown.

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SECTION 2 - PRELIMINARY MATTERS

2.1 Copies of Documents. COUNTY shall furnish to CONTRACTOR one copy of the Contract Documents free of charge. CONTRACTOR will be responsible for obtaining additional copies.

2.2 Commencement of the Contract Time; Notice to Proceed.

2.2.1 The Contract Time will commence to run on the Day indicated in the Notice to Proceed. The Notice to Proceed may indicate a Date of Commencement of the Contract Time any time within thirty days after the Effective Date of the Agreement.

2.2.2 CONTRACTOR shall start to perform the Work on the Date of Commencement of the Contract Time. No Work shall be done at the site prior to the date on which the corresponding Contract Time commences to run unless otherwise authorized in writing by COUNTY.

2.2.3 Prior to the issuance of a Notice to Proceed, a preconstruction conference shall be attended by the CONTRACTOR and his subcontractors, ENGINEER and COUNTY and other entities as applicable to the Work at which time a date will be established for the issuance of the Notice to Proceed. Thereafter, the Notice to Proceed shall be sent by the COUNTY's Purchasing and Contracts Division for execution no later than five (5) calendar days prior to the date listed on the Notice to Proceed. The CONTRACTOR shall return the executed Notice to Proceed to the COUNTY by the date indicated on the Notice to Proceed. The failure of the CONTRACTOR to comply with this provision will not change the Contract Time.

2.3 Before Starting Construction.

2.3.1 Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR or any of his Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; provided, however, CONTRACTOR shall not be liable to COUNTY or ENGINEER for failure to report any conflict, error or discrepancy unless CONTRACTOR or any of his Subcontractors or suppliers had actual knowledge thereof or should reasonably have known thereof.

2.3.2 Before starting construction, CONTRACTOR shall submit to ENGINEER for review a preliminary Progress Schedule indicating the starting and completion dates of the various stages of the Work, a proposed schedule of Shop Drawing submissions, and a listing of manpower and cash flow projections through the Contract Time.

2.3.3 COUNTY or ENGINEER will review and return the schedules submitted in accordance with this Section and CONTRACTOR, if required, shall revise, adjust or modify and resubmit acceptable schedules at least thirty (30) Days following the Notice To Proceed date or ten (10) days before submission of the first Application for Payment whichever shall first occur.

2.3.4 Before starting construction, the CONTRACTOR shall initiate his coordination and scheduling of the work by utility contractors, the COUNTY's own forces, and others performing work at the Project site by directly contacting the superintendent of each person performing work at the Project site to review the projected schedules of each other entity performing work at the Project site to assure that CONTRACTOR's Progress Schedule and meeting discussions address the starting and completion dates of all aspects of the work at the Project site whether the work is being performed by CONTRACTOR or others.

2.4 Preconstruction Conference. Prior to commencement of Work at the site, a conference will be held for review of the schedules, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. CONTRACTOR shall attend such conference and shall require any or all of its Subcontractors and Suppliers, as COUNTY directs, to attend the conference. For Projects and Work

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involving the COUNTY Utilities Division, a separate utilities preconstruction conference shall be scheduled between the COUNTY, ENGINEER, CONTRACTOR, utility subcontractors and appropriate COUNTY Utilities Division personnel. After the utilities preconstruction conference, the COUNTY Utilities Division is responsible for issuance of an Underground Utilities Permit. No Work involving COUNTY utilities may commence until the Underground Utilities Permit is issued.

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SECTION 3 - CONTRACT DOCUMENTS; INTENT AND REUSE.

3.1 Applicable Law; Intent.

3.1.1 The Contract Documents comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be governed by the laws of the State of Florida and venue shall be in Seminole County for state actions and the Middle District of Florida for federal actions.

3.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials or Equipment, such words shall be interpreted in accordance with that meaning. Reference to specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental entity whether such reference be specific or by implication, shall mean the latest specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of COUNTY, CONTRACTOR, ENGINEER OF RECORD or ENGINEER, or any of their consultants, agents or employees from those expressly set forth in the Contract Documents, nor shall it assign to COUNTY or ENGINEER, or any of their consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Sections 8 or 9 of these General Conditions.

3.2 Priority of the Contract Documents.

3.2.1 If, during the performance of the Work, the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from ENGINEER. However, CONTRACTOR shall not be liable to COUNTY or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. ENGINEER will promptly investigate the matter and respond to CONTRACTOR with an interpretation or clarification. After CONTRACTOR's discovery of such a conflict, error or discrepancy, or after the date when CONTRACTOR should have reasonably known thereof, until the interpretation or clarification is obtained from ENGINEER, any Work done by CONTRACTOR which is directly or indirectly affected by same, will be at CONTRACTOR's own risk and CONTRACTOR shall bear all costs and delay arising therefrom.

3.2.2 In resolving conflicts, errors or discrepancies, the Contract Documents shall be construed as one, what is required by one document shall be construed as being required by all Contract Documents.

3.2.3 If an issue of priority pertains to Divisions II and III of the Standard Specifications and the Drawings, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail Drawings shall govern over general drawings, larger scale drawings take precedence over smaller scale drawings, Change Order Drawings govern over Contract Drawings, and Contract Drawings govern over standard or Shop Drawings. In all cases where notes, specifications, sketches, diagrams, details or schedules in the Specifications or in the Drawings, or between the Specifications and the Drawings, conflict, the higher cost requirement shall be furnished by CONTRACTOR, unless otherwise directed by ENGINEER.

3.2.4 If the issue of priority is due to a conflict or discrepancy between express provisions of the Contract Documents and any referenced specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence if they are more stringent or

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presumptively cause a higher level of performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between Laws or Regulations, the provision with the higher cost requirement shall be binding on CONTRACTOR, unless otherwise directed by ENGINEER.

3.2.5 In accordance with the intent of the Contract Documents, CONTRACTOR recognizes and accepts that compliance with the priority order specified shall not justify an increase in Contract Price or extension in Contract Time.

3.3 Use of Forms Provided. Unless COUNTY provides in writing to the contrary, only those forms provided by COUNTY with the sole exception of the Bid Bond shall be used and no modifications or substitutions shall be allowed.

3.4 Re-use of Documents. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization (other than COUNTY) shall acquire any title to or have ownership rights of any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER OF RECORD; and they shall not be reused on extensions of the Project or any other project nor shall they be generally published without written consent of COUNTY.

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SECTION 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands.

4.1.1 COUNTY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, Rights-of-Way and easements (permanent or temporary construction easements), and those other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise provided in the Contract Documents. Any additional lands, Rights-of-Way and easements not furnished by COUNTY that CONTRACTOR deems necessary, including but not limited to requirements for temporary construction facilities, access and egress, or for storage, shall be obtained by CONTRACTOR at no increase in Contract Price or extension in Contract Time, and CONTRACTOR shall confine his operations to those areas furnished by COUNTY or obtained at its expense.

4.1.2 CONTRACTOR shall obtain permits and written approvals (and submit copies to COUNTY before utilization of those areas) from the appropriate governmental entity or property owner(s), for use of lands not furnished by COUNTY; and for all lands which include borrow pits, waste and disposal areas, such permits and approvals shall specify their treatment during and at completion of construction.

4.1.3 Access to COUNTY or municipal structures, hydrants, valves, manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written notice to and securing written approval from the appropriate governmental entity.

4.2 Physical Conditions (Including Underground Facilities).

4.2.1 The Contract Documents may identify reports of explorations and tests of subsurface conditions at the site, and those drawings of physical conditions in or relating to existing surface and subsurface structures or Underground Facilities owned by COUNTY which are at or contiguous to the site, that have been utilized by ENGINEER OF RECORD in preparation of the Contract Documents. CONTRACTOR shall have full responsibility for physical conditions, and Underground Facilities owned by COUNTY or others, shown or indicated in the Contract Documents.

4.2.2 The information and data shown or indicated in the Contract Documents with respect to Underground Facilities owned by others at or contiguous to the site is based on information and data furnished to COUNTY or ENGINEER OF RECORD by the owners of such Underground Facilities or by others. COUNTY, ENGINEER and ENGINEER OF RECORD shall not be responsible for the accuracy or completeness of any such information or data, and, CONTRACTOR shall have full responsibility for reviewing and checking all such information and data.

4.2.3 If the Contract Documents necessitate amending to order changes in the Work due to Underground Facilities owned by the COUNTY or others, whether they be shown or indicated or newly discovered, COUNTY shall authorize the required changes in the Work by Change Order. If those Underground Facilities owned by the COUNTY or others cause or will cause delays in the performance or extend completion of all part of the Work, CONTRACTOR shall absorb all related delay, extension or accelaration costs, however caused; except that, if COUNTY and CONTRACTOR agree that the delays require a change in Contract Time, COUNTY shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 days impact to controlling Work items. However, an extension in Contract Time, when and if so granted shall be CONTRACTOR'S sole and exclusive remedy with respect to COUNTY for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the COUNTY or others shown or indicated, or from newly discovered Underground Facilities owned by the COUNTY or others.

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Unless it prejudices Work already excavated and uncovered, CONTRACTOR shall schedule layout, excavation and uncovering of Work or Underground Facilities a sufficient time in advance to allow ENGINEER's review, and the possible amending or supplementing of the Contract Documents.

4.3 Differing Physical Conditions (not including Underground Facilities). CONTRACTOR shall promptly, after becoming aware thereof, and before the conditions are disturbed, notify ENGINEER in writing of any subsurface or latent physical conditions, encountered at or contiguous to the site which differ materially from those indicated in the Contract Documents; unknown and unexpected physical conditions encountered or uncovered at or contiguous to the site, of an extremely unusual nature, differing materially from those ordinarily encountered at or contiguous to the site which differ materially from those indicated in the Contract Documents; unknown and unexpected physical conditions encountered or uncovered at or contiguous to the site, of an extremely unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in Work of the character provided for in the Contract Documents.

4.4 Resolution of a Report of Differing Physical Conditions.

4.4.1 Promptly after receipt of notice from CONTRACTOR, ENGINEER will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests, and advise COUNTY in writing of his findings and conclusions. Until such time when CONTRACTOR resumes the affected Work (and at all times thereafter), CONTRACTOR shall be responsible for the safety and protection of the affected Work.

4.4.2 If COUNTY, with the advice of ENGINEER, concludes that the conditions do materially differ, and that the Contract Documents need to be amended, COUNTY shall, without invalidating the Agreement and without notice to any Surety by duly executed Change Order, order the necessary changes in the Work, as long as COUNTY has not exercised its rights to terminate the Agreement. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the Work involved pursuant to the conditions stated in the order.

4.4.3 If COUNTY, with the advice of ENGINEER, concludes that the Contract Documents need to be supplemented only, appropriate minor deviations in the Work shall be authorized by a Field Order issued by ENGINEER. COUNTY's determination that the Contract Documents do not need to be amended shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of the applicable Field Order.

4.4.4 If any change in the Work required due to differing physical conditions causes an increase or decrease in CONTRACTOR's cost of or the time required for the performance of all or part of the Work, COUNTY shall make an adjustment in Contract Price or Contract Time or both, subject to the provisions of this Section, and Sections 10 and 11.

4.4.5 No proposal by CONTRACTOR for an adjustment under this Section, nor Contract Claim by CONTRACTOR for an adjustment on account of differing physical conditions, shall be allowed unless CONTRACTOR has given the written notice required in subsection 4.3.

4.5 Special Requirements for Underground Facilities. CONTRACTOR shall have full responsibility: a) for locating any and all Underground Facilities including utilities shown or indicated as to depth and alignment in advance of excavation; b) for identifying the owner of any newly discovered Underground Facility and promptly notifying that owner and ENGINEER of that discovery; c) for shoring, blocking, and protecting Underground Facilities including utilities shown, indicated or discovered; d) for coordination, scheduling and sequencing of the Work with the owners of all Underground Facilities shown, indicated or discovered; e) for repairing any damage done to the satisfaction of those owners, to the extent that the damage was due to CONTRACTOR's failure to adhere to the requirements of this subsection or subsection 4.2.2., or to the fault or negligence of CONTRACTOR; and f) for the safety and protection of any affected Work, and for repairing any damage done to the Work. Except as otherwise provided in subsection 4.2.3., all costs involved and time required to perform these responsibilities shall be considered as having been included in the Contract Price and in the CONTRACTOR's schedule for the performance of the Work within

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the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

4.6 Engineering and Layout.

4.6.1 The ENGINEER will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the Project to facilitate the proper layout of the Work. Normally, only one bench mark will be furnished for water crossings. The CONTRACTOR shall preserve all reference points and bench marks furnished by the COUNTY. As an exception to the above, for Projects where the Plans do not show a centerline or other survey control line for construction of the Work (e.g.; resurfacing, safety modifications, etc.) the ENGINEER will provide only points marking the beginning and ending of the Project and all exceptions.

4.6.2 The CONTRACTOR shall furnish all stakes, templates and other Materials necessary for establishing and maintaining of the lines and grades necessary for control and construction of the Work.

4.6.3 Utilizing the control points furnished by the COUNTY in accordance with 4.6.1, the CONTRACTOR shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The Work shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. When the Work includes utility construction to be done by the CONTRACTOR, he shall also establish all horizontal and vertical controls necessary to carry out such Work. The ENGINEER may assist in coding of input, arrange for processing by the COUNTY's computer and furnish computer output; however, ENGINEER's assistance shall not release CONTRACTOR from CONTRACTOR's responsibility.

4.6.4 On Projects involving construction of new base, stakes to establish lines and grades for subgrade base, curb and related items shall be set at intervals along the line of the Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the ENGINEER to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. For bridge construction stakes and other control, references shall be set at sufficiently frequent intervals to assure that all components of a structure are constructed in accordance with the lines and grades shown in the Plans. For Projects where the Plans do not show a centerline or other survey control line for construction of the Work (resurfacing, safety modifications, etc.) only such stakes as necessary for horizontal and vertical control of Work items will be required. For resurfacing and resurfacing widening type Projects, the CONTRACTOR shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curbs sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement. The CONTRACTOR shall reference the beginning and ending of each no passing zone for use during temporary striping operations. The CONTRACTOR shall establish by an instrument survey and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing-widening Projects, these points shall be established in the same manner as used for horizontal control of paving operations. Marks shall be made with white paint. If striping is included in the Work to be done by the CONTRACTOR, an alternate method for layout of striping may be approved by the ENGINEER provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey. For Projects with permanent striping by the CONTRACTOR, the measurement and analysis in order to establish the location and length of no-passing zones shall be accomplished by approved electronic methods consisting of a minimum of two distance measuring devices, and shall be in accordance with Sections 3B-4 and 3B-5 of the MUTCD. For all Projects, a station identification stake shall be set at each right-of-way line at 100-foot intervals and at all locations where a change in right-of-way width occurs. Each of these stakes shall be marked with painted numerals, of sufficient size to be readable from the roadway, corresponding to the Project station at which it is located. As an exception to the above, for Projects where Plans do not show right-of-way lines, station

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identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing-widening Projects, station identification stakes shall be set at 200-foot intervals.

4.6.5 The CONTRACTOR shall employ only competent personnel and utilize only suitable Equipment in performing layout Work. He shall not engage the services of any person or persons in the employ of the COUNTY for performance of layout Work. Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the ENGINEER as the Work progresses and copies shall be furnished to the ENGINEER at the time of completion of the Project. Any inspection or checking of the CONTRACTOR's field notes or layout Work by the ENGINEER and the acceptance of all or any part thereof, shall not relieve the CONTRACTOR of his responsibility to achieve the lines, grades and dimensions shown in the Plans and Specifications. Prior to final acceptance of the Work, the CONTRACTOR shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by the COUNTY.

4.6.6 The cost of performing layout Work as described above shall be included in the Unit Prices for the various items of Work to which it is incidental.

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SECTION 5 - BONDS

5.1 Performance, Payment and Other Bonds.

5.1.1 CONTRACTOR shall furnish a Performance Bond, a Payment Bond and a Material and Workmanship Bond, each with good and sufficient surety. The Performance Bond shall be in an amount equal to $500,000.00; the Payment Bond shall be in an amount equal to $500,000.00; the Material and Workmanship Bond shall be in an amount equal to 250,000.00. The Performance and Payment Bonds shall be recorded by the COUNTY with the Clerk of the Circuit Court of the county where the Project is located no later than the Date of Commencement of the Contract Time. All bonds shall remain in effect after the date of Final Completion of the entire Work, except as otherwise provided by Laws or Regulations, or the other provisions of the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The Performance Bond requirement in the Contract Documents shall inure solely to COUNTY's benefit and its successors or assigns, as obligee, and no other person shall have any right of action based thereon.

5.1.2 All Bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable Laws and Regulations and be in the form prescribed by the Contract Documents. All Bonds shall be executed by such Sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by Laws and Regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of its authority to act.

5.1.3 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of the Contract Documents, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be in accordance with the Contract Documents and acceptable to COUNTY.

5.1.4 In addition to the other bonding requirements, the Surety(ies) named on the Bonds submitted by CONTRACTOR pursuant to the Contract Documents shall be subject to the approval of COUNTY. If COUNTY has a reasonable objection to the proposed Surety, COUNTY may request CONTRACTOR to submit an acceptable substitute without an increase in the CONTRACT price. If CONTRACTOR declines or is unable to make any such acceptable substitution, COUNTY may, at its sole option, rescind the Notice of Award, and any award of the Contract to CONTRACTOR will be of no effect.

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SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence.

6.1.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means, methods, techniques, scheduling, sequences and procedures of construction, for providing adequate safety precautions, for coordinating all portions of the Work under the Contract Documents, and for enforcement of order and cooperation among CONTRACTOR's employees and all Subcontractors and Suppliers. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.1.2 CONTRACTOR shall keep on the Work site at all times during its progress a competent resident Superintendent, who shall not be replaced without written notice to ENGINEER. The CONTRACTORS's resident Superintendent shall be a principal or employee of CONTRACTOR. COUNTY may, at its sole discretion, require replacement of the Superintendent, in which case CONTRACTOR shall submit an acceptable replacement at no increase in Contract Price nor extension in Contract Time. The Superintendent shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Whenever the Superintendent is not present on any particular part of the Work where the ENGINEER may desire to inform the CONTRACTOR relative to interpretation of the Plans and Specifications or regarding disapproval or rejection of Materials or Work performed, the ENGINEER may so inform the foreman or other workers in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the Superintendent.

6.1.3 The Superintendent and similar authorized representatives of any Subcontractor, Supplier or other person or organization shall attend all meetings pertaining to the Work, as requested by COUNTY or ENGINEER.

6.1.4 No Work shall be performed by any Subcontractors without the CONTRACTOR's Superintendent physically present on the Work site.

6.1.5 The CONTRACTOR's Superintendent at all pre-construction and Project meetings shall discuss the Progress Schedule and summary bar charts relating to coordination and scheduling including, but not limited to, CONTRACTOR's coordination of utility installations, relocations (temporary and permanent), COUNTY work, and the work of others at the Project site.

6.2 Personnel and Working Hours.

6.2.1 CONTRACTOR shall at all times maintain good discipline and order at the site.

6.2.2 CONTRACTOR shall provide competent, qualified personnel to perform construction as required by the Contract Documents. Contractor shall employ a Professional Land Surveyor with current Florida registration to survey and lay out the Work (in accordance with any additional provisions included in the Supplementary Conditions). CONTRACTOR is fully responsible to provide a sufficient number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed within the Contract Time. Failure to fully man the Project with supervisory personnel and skilled workers shall be cause for termination of CONTRACTOR.

6.2.3 Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during normal Working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any Holiday without COUNTY's written consent given after prior written notice to ENGINEER. Normal Working hours shall be defined as the CONTRACTOR's normal eight hour Working period occurring between the hours beginning at 7:00 A.M. and ending at 6:00 P.M.,

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exclusive of Saturdays, Sundays, or Holidays. Work during other than normal Working hours may be scheduled by CONTRACTOR if he first obtains written permission from COUNTY.

6.2.4 COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's extra costs incurred in connection with CONTRACTOR's performance of Work during hours other than normal Working hours. Such costs may include, but shall not be limited to, ENGINEER'S charges to COUNTY while acting as COUNTY's representative (including charges outside of normal Working hours for Construction Manager, Field Representatives, and Inspectors), COUNTY's costs incurred in the performance of COUNTY's responsibilities as set forth in the Contract Documents, and other related costs.

6.3 Apprentices. CONTRACTOR's utilization of apprentices shall conform to the provisions of Chapter 446, Florida Statutes.

6.4 CONTRACTOR's Responsibilities for Furnishing. Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish and assume full responsibility for all Materials, Equipment, labor, transportation, construction Equipment and machinery, tools, appliances, fuel, power, light, heat, ventilation, cooling, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 Items of Material or Equipment.

6.5.1 All Materials and Equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and Equipment. All Materials and Equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of COUNTY's or ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility assigned to CONTRACTOR under the Contract Documents.

6.5.2 Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to COUNTY through CONTRACTOR.

6.5.3 CONTRACTOR shall obtain from Suppliers of all Materials, products and Equipment, complete information as to any special condition or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for use of the product, CONTRACTOR shall notify ENGINEER in writing of such conflict as soon as reasonably possible, but no later than the time of Shop Drawing submittal including those products. Failure to provide such written notice before proceeding with the Work affected thereby shall be certification by CONTRACTOR that the Specification requirements will be met by the Materials, products and Equipment, and that the cost and time required to perform or complete the Work affected thereby have been included in the Contract Price and in the schedule for the performance of the Work within the Contract Time.

6.5.4 Data submitted on all Equipment shall include complete operation and maintenance instructions (including preventive maintenance and operating requirement data) and parts lists in sufficient detail to facilitate ordering replacements. Such submittals shall conform to any additional requirements provided in the Contract Documents.

6.6 Wood Products. Except as may be otherwise provided by Laws or Regulations, pursuant to Chapter 225, Florida Statutes, lumber, timber and other forest products specified in the Contract Documents shall be produced and manufactured in Florida whenever such products are available, provided that price, fitness and quality are equal to other available products. This requirement does not apply where plywood is specified for monolithic concrete forms.

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6.7 Equivalent Materials and Equipment.

6.7.1 Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or Equipment proposed is equivalent to that named.

6.7.2 Requests for review of substitute items of material and Equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or Equipment CONTRACTOR shall, within ten (10) Days prior to the opening date to allow a proper review without impacting the schedule, make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application shall state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all increases or decreases in (1) the cost of, or the time required to perform any part of the Work, and the corresponding adjustments in Contract Price and Contract Time, resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, or claims of other contractors affected by the resulting substitute; and (2) increases or decreases in operating, maintenance, repair, replacement or spare part costs, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish, at CONTRACTOR's expense, additional data about the proposed substitute.

6.7.3 ENGINEER shall be the sole judge of acceptability, and no substitute shall be ordered or installed without ENGINEER's prior written acceptance. However, COUNTY reserves the right to reject any proposed substitute which would result in an increase in Contract Price or Contract Time, and COUNTY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute. If approval is given, CONTRACTOR shall not be excused from producing Work in conformity with the requirements of the Contract Documents.

6.7.4 ENGINEER will record time required by ENGINEER, ENGINEER OF RECORD and their consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs including the charges of ENGINEER, ENGINEER OF RECORD and their consultants for evaluating any proposed substitute.

6.7.5 The net difference in cost between the substitute item and that specified shall benefit COUNTY and CONTRACTOR in equal proportions. If ENGINEER estimates that the deduction proposed by CONTRACTOR does not, in its opinion, reflect the sharing of costs in the portions described above, this shall be adequate justification to reject the proposed substitution.

6.7.6 CONTRACTOR assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the dimensions, arrangement, design and construction details, and all other features of substitute items are suitable for their intended purpose.

6.7.7 In the event that a substitute item differs materially from the specified item of Material or Equipment, and said difference was not expressly identified in CONTRACTOR's request for the substitution, or the

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incorporation of the substitute into the Work results in a change(s) to the Work or in the function or general design of the Project, ENGINEER will have authority to require the removal and replacement of said substitute.

6.8 Concerning Subcontractors, Suppliers and Others.

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including but not limited to those who are to furnish the principal items of Materials or Equipment), whether initially or as a substitute, against whom COUNTY or ENGINEER may have reasonable objection. A Subcontractor, Supplier or other person or organization identified in writing to COUNTY and ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by COUNTY or ENGINEER prior to the Notice of Award will be deemed acceptable to COUNTY or ENGINEER. Acceptance of any Subcontractor, Supplier or other person or organization by COUNTY or ENGINEER shall not constitute a waiver of any right of COUNTY or ENGINEER to reject Defective Work by CONTRACTOR or any Subcontractor, Supplier or any other person or organization. If COUNTY or ENGINEER after due investigation has reasonable objection to any Subcontractor, Supplier or other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute. Such Subcontractor, Supplier person or organization shall neither commence nor continue Work after COUNTY or ENGINEER objects to said entity. In the event that any such reasonable objection and acceptable substitute will cause additional expense or extend performance of the Work, or part thereof, beyond the Contract Time for the Work, or part thereof, CONTRACTOR may make a request for an adjustment in Contract Price or Contract Time. However, any changes in Contract Price made under this subsection shall exclude any adjustments for any increases in CONTRACTOR's costs in connection with an increase in Contract Time resulting from the reasonable objection and acceptable substitute submitted pursuant to this subsection. In any such case, the extension in Contract Time so granted, if any, shall be CONTRACTOR's sole and exclusive remedy for delay, disruption, interference, inefficiency, acceleration, hindrance and costs thereto. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization against whom CONTRACTOR has reasonable objection.

6.8.2 CONTRACTOR shall give prompt written notice to COUNTY with copy to ENGINEER of CONTRACTOR's intent to remove or replace a Subcontractor, Supplier or other person.

6.8.3 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and Suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between COUNTY or ENGINEER and any Subcontractor or Supplier or other person or organization having a Subagreement with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment due any Subcontractor, Supplier or other person or organization, except as may otherwise be required by law. COUNTY or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done. No Subcontractor, Supplier or other person or organization shall be a third party beneficiary of this Contract.

6.8.4 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The divisions of the Specifications are complementary, and anything mentioned or shown in a division of the Specifications or in a specific trade Drawing shall be of like effect as if shown in all divisions of the Specifications and in all Drawings. In addition to other requirements in the Contract Documents, Shop Drawings of a specific trade shall be compared to and coordinated with those from other trades by CONTRACTOR before submission to ENGINEER.

6.8.5 All Work performed for CONTRACTOR by a Subcontractor, Supplier or other person or organization will be pursuant to an appropriate Subagreement between CONTRACTOR and the Subcontractor, Supplier or other person or organization which specifically binds the Subcontractor, Supplier or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

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6.8.6 If requested in writing by COUNTY, CONTRACTOR shall deliver to COUNTY a copy of each Subagreement with a Subcontractor, Supplier or other person or organization performing a part of the Work within seven (7) days of COUNTY's request.

6.9 Patent Fees and Royalties. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work, and its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, it shall remain the responsibility of CONTRACTOR to assume all costs incident to the use in the performance of the Work or the incorporation in the Work of said invention, design, process, product or device. Whenever CONTRACTOR is required or desires to use any design, device, material or process covered by letters, patent, trademark or copyright, the right for such use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of this Agreement shall be filed with ENGINEER. However, whether or not such agreement is made or filed as noted, CONTRACTOR and CONTRACTOR's Surety in all cases shall indemnify and hold harmless and defend COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including but not limited to charges of engineers, architects, other professionals and attorneys' fees and attorneys' fees on appeal and all costs of defense or appeal) arising out of any infringement of letters, trademark, patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.10 Permits. Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility service companies for utilities service to accomplish the Work. CONTRACTOR shall meet all requirements of all permits and licenses and shall be responsible for all fines, assessments, and penalties of any nature assessed against the CONTRACTOR or COUNTY or both relating to any permit violation.

6.11 Laws and Regulations.

6.11.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the Work. If CONTRACTOR observes that the Contract Documents are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order (subject to the provisions of Sections 3, 10, and 11). If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom.

6.11.2 CONTRACTOR shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

6.12 Use of Premises.

6.12.1 CONTRACTOR shall confine construction Equipment, the storage of Materials and Equipment and the operations of workers to areas permitted by Laws and Regulations, rights-of-way, easements, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction Equipment or other Materials or Equipment. CONTRACTOR shall assume full responsibility for any damage to any such property, or to the owner or occupant thereof or of any other property, caused or alleged to have been caused by or incident to the execution of this Work. CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

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6.12.2 Notwithstanding the designation of Project limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain phases or portions of the Work, such as trenching and landscaping, may require that certain operations be carried out beyond such limits. Those operations, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance to or interference with the normal operation of COUNTY, abutters and the public. CONTRACTOR shall obtain COUNTY's prior approval and all necessary approvals from others, governmental entities and utility companies for such operations, and prosecute such operations expeditiously and restore the affected property to its original condition immediately upon completion of such operations, unless otherwise specified in the Contract Documents. All those areas on which temporary driveways or walks are routed shall be restored to their original condition, immediately when normal routing can be reinstated, unless otherwise specified in the Contract Documents. Pumping, draining and control of surface and groundwater shall be carried out so as to avoid endangering the Work or any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof.

6.12.3 Except as specifically arranged with the owners of adjacent premises, CONTRACTOR shall avoid any encroachment on adjacent premises. It is specifically agreed that CONTRACTOR shall repair and make good any damage to adjacent premises or improvements thereon caused by its operation, including any damage or loss to the tenant of such adjoining premises or to the owners thereof, whether to buildings, stocks of merchandise, trade fixtures, or otherwise.

6.12.4 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction Equipment and machinery, and surplus Materials, and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.12.5 CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to loads that will endanger it.

6.12.6 During the progress of the Work, CONTRACTOR shall maintain the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). CONTRACTOR shall implement a grass mowing schedule for all property within the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). The grass mowing schedule shall assure that grass and weeds within the Project premises do not exceed eighteen inches (18") in height.

6.13 Record Documents. CONTRACTOR shall maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Requests, Field Orders correspondence, field test records, contractor's daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings will be available at all times during regular Working hours to ENGINEER and COUNTY. In addition, CONTRACTOR shall submit on a daily basis two (2) copies of the preceding day's daily report to the COUNTY through ENGINEER. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:

1. The location and elevation of all existing Underground Facilities, utilities, structures, etc. encountered.

2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

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All record notes shall be kept in book(s) designated "record" and no other survey notes will be kept in such books. CONTRACTOR will be required to review with ENGINEER the status of the as-built plans and the record survey notes in connection with ENGINEER's evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, ENGINEER shall deliver to the CONTRACTOR a reproducible set of current Plans. CONTRACTOR will transfer all his as-built information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to ENGINEER for COUNTY. Each completed set of "As-Built" drawings must include on its face, a certified statement by the CONTRACTOR'S Professional Land Surveyor that the set of "As-Built" drawings accurately depicts the actual Work as constructed.

6.14 Safety and Protection.

6.14.1 CONTRACTOR shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by CONTRACTOR including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, Underground Facilities and utilities not designated for removal, relocation or replacement in the course of construction regardless of whether such other property is indicated in the Contract Documents. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as ENGINEER issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

6.14.2 All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at his sole cost.

6.14.3 CONTRACTOR shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

6.14.4 When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, CONTRACTOR shall cause the design of said shoring, sheet piling and other special construction to be performed by a registered professional engineer licensed in the State of Florida. CONTRACTOR shall submit, as a Shop Drawing, a certification by the registered engineer, stating that it has complied with this requirement. CONTRACTOR shall meet all requirements of such designs prepared by a registered engineer. In addition to any requirements imposed by law, CONTRACTOR shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.

6.14.5 CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. Whenever any notice is required to be given by COUNTY or CONTRACTOR to any adjacent or adjoining landowner or other party before commencement of any Work, such notice shall be given by CONTRACTOR.

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6.14.6 CONTRACTOR shall take reasonable care during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from Equipment shall be treated with a tree dressing.

6.14.7 At all times CONTRACTOR shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, Materials, Equipment, and supplies against damage or injury from the weather. If in the opinion of ENGINEER any of the above has been damaged or injured by reason of failure on the part of CONTRACTOR, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, Materials, Equipment and supplies shall be removed and replaced at the expense of CONTRACTOR.

6.14.8 CONTRACTOR shall notify ENGINEER of any job site injuries at the Project site. Serious injuries shall be verbally reported to the ENGINEER within two (2) hours of occurrence of the incident. CONTRACTOR shall submit a written report of each serious injury to ENGINEER within twenty-four (24) hours of occurrence of the incident. CONTRACTOR shall prepare injury reports regardless of whether the injury is to the CONTRACTOR's personnel, subcontractors, COUNTY personnel or other persons.

6.14.9 Prior to mobilization, CONTRACTOR shall submit to ENGINEER a copy of CONTRACTOR's safety plan. CONTRACTOR's safety plan shall address, but not be limited to, the following:

6.14.9.1 Trench Safety Procedures;

6.14.9.2 Confined Space Entry Procedures;

6.14.9.3 Compliance with all U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements applicable to the Work;

6.14.9.4 Assurance that a first aid person is designated, phone numbers of physicians, hospitals and ambulance services must be posted at the site, assurance that a first aid kit is available at the job site;

6.14.9.5 Provide all necessary personnel protective equipment including as necessary, but not limited to, the following: hard hats, safety glasses, respirators, ear protection, protective clothing;

6.14.9.6 Assure observation of all applicable speed limits;

6.14.9.7 Provide all necessary safety equipment including as necessary, but not limited to, the following: barricades, flags and flagmen, bracing, shoring and sloping at excavations and scaffolds.

6.14.9.8 The safety plan shall assure proper use of lasers or other activities involving combustibles;

6.14.9.9 The safety plan shall assure that during welding and cutting operations, the CONTRACTOR shall provide appropriate fire watchmen and fire extinguishers;

6.14.9.10 CONTRACTOR's safety plan shall assure that all heavy equipment shall be equipped as required by all applicable OSHA, ANSI, or other regulations.

6.14.10 No provision of these Contract Documents or the requirement that CONTRACTOR provide a copy of CONTRACTOR's safety plan shall be effective to assign to ENGINEER or to the COUNTY, their Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work relating to CONTRACTOR's responsibility for safety or any duty or authority to undertake responsibility assigned to CONTRACTOR under the Contract Documents.

6.15 Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give

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COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in Sections 10 and 11.

6.16 Shop Drawings and Samples.

6.16.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions, five (5) copies for use by COUNTY, ENGINEER and plus additional copies as required by CONTRACTOR (unless otherwise specified in the Contract Documents) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. CONTRACTOR shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in a Shop Drawing submittal to ENGINEER.

6.16.2 CONTRACTOR shall also submit to ENGINEER for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

6.16.3 CONTRACTOR's stamp of approval on any Shop Drawing or sample shall specifically indicate in writing, or if not indicated in writing, shall constitute a representation that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, Materials, catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.16.4 At the time of each submission, CONTRACTOR shall in writing call ENGINEER's and ENGINEER OF RECORD's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted of each such variation.

6.16.5 ENGINEER will review Shop Drawings and review samples and return CONTRACTOR's submittals stamped with the following notation:

APPROVED	[ ]
APPROVED AS CORRECTED	[ ]
REVISE AND RESUBMIT	[ ]
NOT APPROVED	[ ]

Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The CONTRACTOR is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.

ENGINEER OF RECORD's and ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by CONTRACTOR, engineering design furnished by CONTRACTOR, CONTRACTOR's means, methods,

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techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of CONTRACTOR. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER OF RECORD and ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER OF RECORD or ENGINEER on previous submittals.

6.16.6 ENGINEER OF RECORD's and ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER OF RECORD's and ENGINEER's attention to each such variation at the time of submission and ENGINEER OF RECORD or ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER OF RECORD or ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of subsection 6.16.3.

6.16.7 Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been returned by ENGINEER OF RECORD or ENGINEER and noted "Approved" or" Approved As Corrected".

6.16.8 All costs incurred in connection with ENGINEER OF RECORD's or ENGINEER's review and return of a particular Shop Drawing or sample submission after ENGINEER OF RECORD's or ENGINEER's second time review shall be borne by CONTRACTOR, including ENGINEER OF RECORD's and ENGINEER's charges to COUNTY under the terms of their agreements with COUNTY. COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

6.16.9 In reviewing Shop Drawings or samples, ENGINEER OF RECORD or ENGINEER shall be allowed (thirty) 30 days from the date ENGINEER OF RECORD or ENGINEER receives the submittal or resubmittal from CONTRACTOR to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. ENGINEER OF RECORD's or ENGINEER's review and return of a Shop Drawing or sample within the time allowed shall not justify an increase in Contract Price or an extension in Contract Time. Any delay in connection with CONTRACTOR's submittal and any resubmittal of a particular Shop Drawing or sample shall represent delays under the control of CONTRACTOR and shall not justify an increase in Contract Price or an extension in Contract Time.

6.17 Continuing the Work. CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the CONTRACT for cause, except as otherwise provided in Section 15.

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6.18 Indemnity.

6.18.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (provide and pay for legal defense) COUNTY, ENGINEER OF RECORD, OWNER'S REPRESENTATIVE and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, and cost and attorney's fees on appeal, arising or allegedly arising in any manner out of, related to, resulting from, or in connection with the performance of the Work, both on and off the Project site, including any act or omission of CONTRACTOR, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons or entities employed or utilized by the CONTRACTOR in the performance of the Work.

6.18.2 In any and all claims against the indemnified parties by any employee of CONTRACTOR, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subsections 6.18.1 and 6.18.4 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable, by or for CONTRACTOR, or any Subcontractor, or any supplier, or other person under Workers' compensation acts, disability benefit acts, or other employee acts.

6.18.3 The obligations of CONTRACTOR under subsections 6.18.1 and 6.18.4 shall not extend to the liability of ENGINEER OF RECORD, ENGINEER and their consultants, directors, officers, employees and agents and each of their directors, officers, employees, and agents arising out of, or resulting from, or in connection with the preparation or approval of maps, Drawings, opinions, reports, surveys, designs or Specifications, providing that the foregoing were the sole and exclusive cause of the loss, damage, or injury.

6.18.4 CONTRACTOR shall also indemnify and hold harmless and defend (provide and pay for legal defense) COUNTY and ENGINEER and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs (including costs and attorney's fees on appeal), which any of them may incur with respect to the failure, neglect, or refusal of CONTRACTOR to faithfully perform the Work and the CONTRACTOR's obligations under the Contract Documents. Such costs, expenses, and damages shall include all costs including attorneys' fees and costs and attorneys' fees and costs on appeal incurred by the indemnified parties in any lawsuit to which they are a party.

6.18.5 At COUNTY's sole option and utilizing attorneys agreeable to COUNTY, CONTRACTOR shall defend all suits or claims as set out in this Section 6.18.

6.18.6 In the event that COUNTY incurs costs contrary to this indemnification agreement, COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

6.19 Progress of the Work.

6.19.1 The CONTRACTOR shall physically mobilize at the Work site within fourteen (14) Days of the Date of Commencement of the Contract Time and substantially complete mobilization activities no later than thirty (30) Days from the Date of Commencement of Contract Time. Substantial completion for mobilization shall be defined as activities that include, at least (1) installation of the field office, (2) temporary utility provisions for water, sewer, electrical, telephone and other utilities in service, and (3) commencement of initial site Work including clearing and grubbing or blasting and removal of existing improvements at the Work site. In the event that the CONTRACTOR fails to mobilize as required in this Section, the COUNTY may withhold additional retainage as provided in Section 6 of the Agreement.

6.19.2 If ENGINEER determines that CONTRACTOR is failing to maintain progress of the Work in accordance with the Progress Schedules, CONTRACTOR shall take steps as may be necessary to improve his progress, and ENGINEER may require him to increase his Work force, or hours, or days of Work, or the amount of construction plant or all of them, and to submit to ENGINEER for approval such supplementary

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schedule or schedules as may be deemed necessary to demonstrate the manner in which the requisite progress will be regained and maintained, all without time extensions or additional cost to COUNTY.

6.19.3 Failure of CONTRACTOR to comply with the requirements of ENGINEER under this Section shall be grounds for determination by ENGINEER that CONTRACTOR is not prosecuting the Work with such diligence as will insure completion within the time specified. ENGINEER will then so inform COUNTY. COUNTY may thereupon withhold additional retainage in anticipation of liquidated damages as provided in Section 6 of the Agreement or suspend the Work or terminate CONTRACTOR's services should CONTRACTOR fail to comply with this Section.

6.20 Project Meetings.

6.20.1 The CONTRACTOR along with appropriate subcontractors shall attend Project meetings requested by ENGINEER or COUNTY for the purpose of discussing and resolving matters concerning the various elements of the Work. If CONTRACTOR or his subcontractors fail to attend a meeting, COUNTY shall be entitled to deduct the costs of COUNTY, ENGINEER, and ENGINEER OF RECORD representatives attending the meeting from the CONTRACT PRICE by issuing a Change Order.

6.20.2 CONTRACTOR shall submit for the Project meeting a summary bar chart of the Work activities anticipated for the following fourteen (14) days. This schedule will be used by the CONTRACTOR to discuss and coordinate the Progress Schedule with utility contractors, the COUNTY's own forces, and others performing work at the Project site and by ENGINEER for the ENGINEER's planning of testing and inspection within ENGINEER's scope of responsibility and shall be an item of discussion at the Project meeting.

6.20.3 CONTRACTOR's obligation to coordinate the Progress Schedule with all utility contractors, the COUNTY's own forces and others performing work at the Project site shall be an item of discussion raised by the CONTRACTOR at each Project meeting. The CONTRACTOR shall discuss scheduling concerns related to the work of each utility contractor, the COUNTY and others. The CONTRACTOR's summary bar chart of Work activities referenced above and CONTRACTOR's discussion shall identify all reasonable measures taken by the CONTRACTOR to minimize the effect of utility, COUNTY and work by others on the Progress Schedule including CONTRACTOR's cooperative scheduling of all such work. CONTRACTOR's summary bar chart and CONTRACTOR's discussion shall include the advance notification, required by subsection 6.43.2.2 including dates on which utility, COUNTY and work by others must be coordinated with the CONTRACTOR's Work and operations to avoid delay.

6.21 CONTRACTOR Not Agent of COUNTY. CONTRACTOR shall perform all Work under the Contract Documents as an independent contractor and shall not be considered an agent of COUNTY, nor shall CONTRACTOR's Subcontractors or Suppliers or employees be considered agents of COUNTY. CONTRACTOR and not COUNTY shall be solely responsible to any and all Subcontractors and Suppliers and all those employed by them for their costs, expenses, fees and profits, if any, in performing the Work.

6.22 Inspection and Audit.

6.22.1 COUNTY shall have access to the Work and the right to audit all of CONTRACTOR's books, ledgers, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other documents pertinent to all Cost and Pricing Data used by CONTRACTOR in the determination of CONTRACTOR'S Bid for the Work, in pricing, negotiating or costing Work covered by a Change Order, Change Request or Contract Claim, or otherwise relating to the Work, and CONTRACTOR shall preserve and make available at CONTRACTOR's office at all reasonable times all such records for a period of five (5) years after Final Payment.

6.22.2 In the event of termination, the records relating to the Work, or part thereof, affected by such termination shall be made available for five (5) years after the termination. Records pertaining to Contract Claims, to litigation or the settlement of Contract Claims arising under or relating to the performance of the Work shall be made available until disposition of such appeals, litigation, or Contract Claims.

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6.22.3 CONTRACTOR shall insert a provision containing all the requirements of subsection 6.22, including this subsection 6.22.3, in all Subagreements between CONTRACTOR and Subcontractors or Suppliers or other persons, altering the subsection only as necessary to properly identify the contracting parties.

6.23 Truth-In-Negotiation.

6.23.1 CONTRACTOR warrants that all bid line items are true, complete and accurate and include all costs, overhead, profit and all other amounts associated with such items and may be relied upon by COUNTY when making additions or deductions to the Contract Price. CONTRACTOR further warrants that all Cost and Pricing Data provided to ENGINEER and COUNTY during the term of the Contract Documents shall be complete, accurate and current when provided. Should there be any changes in the Cost and Pricing Data previously submitted, the CONTRACTOR shall notify and provide the new information to ENGINEER and COUNTY immediately. COUNTY shall be entitled to issue an appropriate Change Order to adjust the Contract Price and Contract Time on account of corrections to inaccurate or incomplete information provided by CONTRACTOR.

6.23.2 Despite any provisions in the Contract Documents to the contrary, any amounts paid by COUNTY to CONTRACTOR in excess of what it is entitled under the Contract Documents shall be reimbursed by CONTRACTOR to COUNTY. The making of Final Payment to CONTRACTOR shall not be a waiver of COUNTY's right to reimbursement from CONTRACTOR nor shall it discharge CONTRACTOR's obligation to refund the overpayment. The terms of subsection 6.23 shall survive the COUNTY's making Final Payment.

6.23.3 CONTRACTOR shall insert a provision containing all the requirements of subsection 6.23, including this subsection 6.23.3, in all Subagreements between CONTRACTOR and Subcontractors or Suppliers or other persons, altering the subsection only as necessary to identify properly the contracting parties.

6.24 Correspondence. All CONTRACTORS's correspondence shall include the COUNTY's Project name and the COUNTY's designated contract number. All CONTRACTOR's correspondence shall have identification numbers assigned by CONTRACTOR. The identification numbers shall be sequential and assigned chronologically to these Contract Documents only such that each CONTRACTOR's submission can be individually identified by reference to the assigned identification number. The numbering system must be approved by ENGINEER. Any correspondence not so identified may not be accepted by ENGINEER.

6.25 Protection of Historical Properties.

6.25.1 CONTRACTOR shall comply with Florida's Archives and Historical Act (Chapter 267, Florida Statutes) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the Work.

6.25.2 CONTRACTOR shall be responsible for immediately reporting to the governmental entity or agency with jurisdiction any archaeological features which are encountered or unearthed during the performance of the Work, and for protecting same to the satisfaction of such governmental entity or agency. CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused, except that if COUNTY and CONTRACTOR believe the delays require an extension in Contract Time, COUNTY shall authorize the necessary change in Contract Time only and CONTRACTOR shall not be entitled to any increase in Contract Price.

6.26 Responsibility for Connecting to Existing Services and Utilities. At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing,

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etc. Connections shall be made at a time that will result in the least possible interference with existing services.

6.27 Additional Provisions.

6.27.1 CONTRACTOR shall be responsible for all cutting of masonry and other Materials, and all fitting, drilling or patching which may be necessary to complete the Work or to make its several parts fit together properly, whether or not such Work is expressly specified in the Contract Documents.

6.27.2 CONTRACTOR shall be responsible for preparing and delivering to ENGINEER, on a daily basis, reports recording labor and Equipment available and utilized, and Materials and Equipment received each day, on a form acceptable to ENGINEER. If CONTRACTOR fails to submit reports daily, ENGINEER may withhold approval of any Application for Payment until such time as CONTRACTOR submits the required information. CONTRACTOR shall make available any such records as requested by ENGINEER to verify that the reports are accurate.

6.27.3 CONTRACTOR shall submit to ENGINEER at the beginning of each Work shift, a list of specific items requiring final inspection, monitoring, or witnessing by ENGINEER.

6.28 Inspection and Tests at Source of Supply.

6.28.1 If the volume, progress of the Work, and other considerations warrant the ENGINEER may undertake the inspection of Materials at the source of supply.

6.28.2 The CONTRACTOR shall assure that the COUNTY representative has free entry at all times to such parts of the plant as concern the manufacture or production of the Materials ordered, and shall bear all costs incurred in providing all reasonable facilities to assist in determining whether the Material furnished complies with the requirements of the Specifications.

6.28.3 The COUNTY, however, assumes no obligation to make such inspection of Materials at the source of supply, and the responsibility for assuring that the Materials are satisfactory rests entirely with the CONTRACTOR.

6.28.4 The COUNTY may elect to retest Materials which have been tested and accepted at the source of supply, after they have been delivered, and all Materials which, when retested, do not comply with the requirements of the Specifications will be rejected.

6.29 Control by Samples and Tests.

6.29.1 The ENGINEER may require any or all Materials to be subjected to tests by means of samples or otherwise, at production points, after delivery, or both, as he may determine. Unless otherwise provided, such tests will be made by and at the expense of the COUNTY. The CONTRACTOR shall afford such facilities as the ENGINEER may require, for collecting and forwarding samples and shall not make use of, nor incorporate in the Work, any Materials represented by the samples until the tests have been made and the Materials found acceptable. The CONTRACTOR shall furnish at his own expense, the Material necessary for the required samples, delivered to the point designated, without charge. Boxes for shipping of concrete cylinders will be furnished by the COUNTY.

6.29.2 In the case of pavements, both base course and surface course, the CONTRACTOR shall, when required by the ENGINEER, furnish samples taken from the completed Work at any point indicated by the ENGINEER and shall immediately replace the areas to removed with Materials and construction to conform to the Specifications and to the line and grade of the immediate surrounding pavement surface. No additional compensation will be allowed for furnishing such samples and replacing the areas with new pavement as described above.

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6.29.3 Methods of sampling and testing Materials shall be in accordance with Florida Methods so far as covered therein. Otherwise, they shall be in accordance with standards of AASHTO, ASTM, or other criteria as specifically designated. Where an AASHTO, ASTM or other non-Florida Method is designated, but a Florida Method which is similar exists, sampling and testing shall be in accordance with the Florida Method. Whenever in these Specifications Florida, AASHTO, ASTM, or other standards are referenced without identification of the specific time of issuance, the reference shall construed to mean the most current issuance, including interims or addendums thereto, at the time of advertisement for Bids for a Project.

6.29.4 The bearing value of soils shall be determined by FDOT's Florida Soil Bearing Tests or by the methods required for the Limerock Bearing Ratio Method, whichever is designated in the Plans.

6.29.5 Sieves shall conform to the requirements of AASHTO M 92.

6.29.6 As a general practice, the COUNTY, in order to expedite the Work, may accept certain Materials on the basis of tests made on advance samples taken and submitted by the producer, provided that tests on a representative number of samples of the Material taken by the ENGINEER after its arrival at the Work site confirm that the Material meets the COUNTY's Specifications. In the event that tests made on the samples taken by the ENGINEER do not substantiate those made on the advance samples submitted by the producer, and there is evidence that this privilege of expediting the use of the Material is being abused, then this privilege will no longer be extended to such producer.

6.29.7 A card shall be attached to each producer's sample, showing the following information: Project designation, intended use of Material, name of producer, source of supply, quantity represented by sample, date sampled and any other information pertinent to the Material or Work. Care shall be used in preparing and shipping samples to assure that all packages are clean before Material has been placed therein, and are tied, or closed and wrapped, securely.

6.29.8 For the verification of weights or proportions and character of Materials, and determination of temperatures used in the preparation of Materials and mixtures, the ENGINEER or his authorized representative shall have access at all times to all parts of any paving or other plants connected with the Work. The CONTRACTOR shall facilitate and assist in the verification of the accuracy of all scales, measures and other devices, and shall protect them from the wind and elements whenever such protection is necessary.

6.29.9 For all aggregates entering into asphaltic concrete mixes, unless the ENGINEER specifically directs otherwise, all samples are to be selected and taken by the ENGINEER. The ENGINEER shall be advised as to location and source three weeks prior to the time the aggregates are needed for the design of the mix, in order that he can arrange for the samples of the Materials to be taken.

6.29.10 For the designs of asphaltic concrete mixes by the COUNTY not more than three design mixes will be established without charge, for each type of mixture on any one Agreement.

6.30 Storage of Materials.

6.30.1 Materials shall be so stored as to insure the preservation of their quality and fitness for the Work and shall be so located as to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed Specifications concerning the storage of specific Materials are prescribed in Division II (Construction Details). Materials improperly stored may be rejected without testing.

6.30.2 If permitted by the ENGINEER, that portion of the right-of-way outside the clear zone not required for public vehicular or pedestrian travel may be used for storage purposes and for placing of the CONTRACTOR's plant and Equipment. Any additional space required shall be provided by the CONTRACTOR at his expense.

6.30.3 The protection of stored Materials shall be the CONTRACTOR's responsibility and the COUNTY shall not be liable for any loss of Materials, by theft or otherwise, nor for any damage to the stored Materials.

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6.31 Defective Materials. All Materials not conforming to the requirements of the Specifications; segregated Materials, even though previously tested and approved; Materials which are or have been improperly stored; and Materials which are mixed with an excess of clay, coal, sticks, burlap, hay, straw, loam or earth, or other debris. All such Materials, whether in place or not, will be rejected and shall, unless otherwise permitted by the ENGINEER, be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the ENGINEER made under the provisions of this Section, the ENGINEER shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

6.32 Preservation of Property.

6.32.1 The CONTRACTOR shall preserve from damage all property along the line of Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the Plans. This applies to public and private property, public and private utilities (except as modified by the provisions of 6.33), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the CONTRACTOR), etc., and whenever such property is damaged due to the activities of the CONTRACTOR it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR, and at his own expense, or he shall make good such damage or injury in an acceptable manner. The CONTRACTOR shall protect existing bridges during the entire construction period, from damage caused by any of his operations or Equipment. The CONTRACTOR will not be required to provide routine repairs or maintenance for such structures but will be required, at his own expense, to make immediate repairs of any damage occasioned by his use or operations. In the event that the CONTRACTOR's use or operations result in damage to a bridge requiring repairs, such repairs shall have a prior right to any Equipment, Materials or labor at the CONTRACTOR's disposal.

6.32.2 In case of failure on the part of the CONTRACTOR to restore such property, bridge, road or street, or to make good such damage or injury, the ENGINEER may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the CONTRACTOR under the Agreement contract. Nothing in this Section shall prevent the CONTRACTOR from receiving proper compensation for the removal, damage or replacement of any public or private property, not shown on the Plans, which is made necessary by alteration of grade or alignment and such Work is authorized by the ENGINEER provided that such property has not been damaged through fault of the CONTRACTOR or his employees or agents.

6.32.3.1 Where the CONTRACTOR hauls Materials or Equipment to the Project over roads and bridges on the state park road system, state highway system, COUNTY roadways or city street system and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as before the hauling began. The above requirement may be modified in accordance with any agreement the CONTRACTOR might make with the governmental unit having jurisdiction over a particular road or bridge provided that he submits written evidence of such agreement.

6.32.3.2 Operation of Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including, but not necessarily limited to bridges, drainage structures, base course and pavement, will not be permitted. Equipment or hauling units loaded in excess of the maximum weights permitted shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement, and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its Work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as authorized by the ENGINEER.

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6.32.3.3 All existing roadside traffic signs and guardrail for which permanent removal is not indicated shall be protected against damage or displacement. Whenever such signs or guardrail lie within the limits of construction, or wherever so directed by the ENGINEER due to exigencies of construction operations, the existing roadside signs and guardrail shall be taken up by the CONTRACTOR, properly stored, and subsequently reset at the original location or, in the case of widened pavement or roadbed, at locations designated by the ENGINEER.

6.32.4.1 The CONTRACTOR shall give notification to the ENGINEER or the superintendent of the railroad company appropriately in advance of (minimum of 72 hours) his beginning of any operations within the limits of the railroad right-of-way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than an established public crossing and any other Work which may affect railroad operations or property.

6.32.4.2 The CONTRACTOR shall comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims brought on account of damages or injuries resulting from the CONTRACTOR's operations within or adjacent to railroad company right-of-way shall be the CONTRACTOR's responsibility.

6.32.4.3 When protective services to insure the safety of railroad operations (watchman or flagman service) are essential during certain periods of the Work, the railroad company will furnish such services and the COUNTY will reimburse the railroad company for the cost thereof. The CONTRACTOR shall schedule his Work which affects railroad operations so as to minimize the need for protective services by the railroad company.

6.33 Utilities.

6.33.1 At points where the CONTRACTOR's operations are adjacent to utility facilities or other property, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all necessary arrangements for the protection thereof have been made. The CONTRACTOR shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay, caused by the CONTRACTOR's operations. Relocations or adjustments requested only on the basis of the CONTRACTOR's proposed use of a particular method of construction or a particular type of Equipment will not be considered as being essential to the construction of the Project if other commonly used methods and Equipment will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the job of Materials furnished by the CONTRACTOR will be the responsibility of and at the expense of the CONTRACTOR. Circumstances under which it will be considered essential to remove or adjust (or to otherwise protect) utilities in order to construct the Project shall include, but not be limited to, the following:

6.33.1.1 Utilities lying within the vertical and horizontal construction limits, plus the reasonably required Working room necessary for operation of Equipment normally used for the particular type of construction. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of ten feet (10') clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

6.33.1.2 Utilities lying within the horizontal limits of the Project and within twelve inches (12") below the ground surface or the excavation surface on which the construction Equipment is to be operated, or within twelve inches (12") below the bottom of any stabilizing course called for on the plans.

6.33.1.3 Utilities lying within the normal limits of excavation for underground drainage facilities or other structures. Such normal limits shall extend to side slopes along the angle of repose, as established by sound engineering practice, unless the sides of the excavation are required by the Plans or special

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provisions to be supported by sheeting, or the CONTRACTOR elects to sheet such excavation for his own convenience.

6.33.1.4 Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the CONTRACTOR shall provide necessary coordination and support to the utility owner in the utility owner's effecting support and protective measures to utilities. In the event that CONTRACTOR is performing utility Work for the COUNTY under the Contract Documents, the CONTRACTOR shall be responsible for providing and effecting all measures for utility support and protection during construction operations. It is the responsibility of the CONTRACTOR to provide all sheeting, bracing, shoring and other forms of support for all utilities when working adjacent to or directly upon existing and proposed utilities. The CONTRACTOR shall comply with support requirements for the duration of the Work, whether the CONTRACTOR is installing, relocating or removing roadway infrastructure (including but not limited to (1) stormwater, piping structures; or (2) any proposed traffic signalization devices; (3) roadwork including the base, subbase or final pavement) or installing or removing utilities that are owned by the COUNTY or any other utility. The CONTRACTOR shall be responsible for any damage to the utility which is caused by neglect or failure on the CONTRACTOR's part to cooperate and to use proper precaution in performing his Work. In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by the ENGINEER so as to cause the least impediment to the overall construction operations. The COUNTY will not assume responsibility for utility adjustments or temporary relocation Work, nor for the conditions resulting therefrom.

6.33.2 The CONTRACTOR shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangements operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement Work may be reduced to minimum, and that services rendered by the utility owners will not be unnecessarily interrupted. In the event of interruption of water or other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the CONTRACTOR shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If water service is interrupted, repair Work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

6.33.3 Certain utility installations, relocations (temporary and permanent), adjustments and reconstruction work may be underway during the progress of the Work. The CONTRACTOR will be required to cooperate as is necessary with the various utility construction crews in order that utility service may be maintained. Upon completion of the utilities work by others the utilities will be in their final location and the CONTRACTOR shall exercise due caution when working adjacent to such utilities. Any damage to the relocated utilities resulting from the CONTRACTOR's operations shall be repaired at his expense. The CONTRACTOR's attention is directed to the requirements of 6.33.1 and 6.33.2 outlining responsibility for protection of utility facilities.

6.33.4 No additional monetary compensation will be allowed for any delays, disruptions, inconveniences, inefficiencies, constructive acceleration or damages of any nature sustained by CONTRACTOR due to any delay, disruptions, constructive accelerations, inefficiency, interference relating to utilities or appurtenances or from the operations of relocating and installing utilities.

6.34 CONTRACTOR's Responsibility For Work. Until acceptance of the Work by the COUNTY it shall be under the charge and custody of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance except that in case of catastrophic damage the COUNTY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.

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6.35 Interference with Traffic. The CONTRACTOR shall at all times conduct the Work in such manner and in such sequence as to insure the least practicable interference with traffic. The CONTRACTOR's vehicles and other Equipment shall be operated in such manner that they will not be a hazard or hinderance to the traveling public. Materials stored along the road shall be placed so as to cause as little obstruction to the traveling public as possible. To prevent any open trench remaining after Working hours where existing pavement is to be widened and stabilizing is not required, the CONTRACTOR shall schedule his operations such that at the end of each Work day the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-forth mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.36 Coordination with other Contractors. The CONTRACTOR shall arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with the spirit of the Plans and Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

6.37 Drainage. The CONTRACTOR shall so conduct his operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

6.38 Fire Hydrants. Fire hydrants on or adjacent to the highway shall be kept accessible to fire apparatus at all times and Material or obstruction shall be placed within fifteen feet (15') of any such hydrant.

6.39 Protection of Structures. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.40 Fencing. On all Work which includes fencing and where the ENGINEER determines it to be necessary for maintaining the security of livestock or adjacent property, or for protection of pedestrians who are likely to gain access to the Work from adjacent property, the CONTRACTOR shall erect appropriate temporary security fence as a first order of business. Temporary fencing shall be installed at temporary construction easement areas on all commercial and residential properties appropriate to secure the Work areas and protect persons and domestic animals. At all times, the CONTRACTOR shall conduct the Work under secure temporary fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

6.41 Hazardous or Toxic Waste. When the CONTRACTOR's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous or toxic waste such operations shall be discontinued in the vicinity of the abnormal conditions and the ENGINEER shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the CONTRACTOR to minimize the spread of any hazardous or toxic waste into uncontaminated areas.
The CONTRACTOR's operations shall not resume until so directed by the ENGINEER.

Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any Local, State, or Federal Agency having jurisdiction. Where the CONTRACTOR performs work necessary to dispose of hazardous or toxic waste, and the contract does not include pay items for disposal, payment will be made as provided in 4.4, Resolution of a report of Differing Physical Conditions.

6.42 Contractor's Vacation.

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6.42.1 The CONTRACTOR will be allowed to suspend operations, except as provided in Subsection 6.42.7 for a total period not to exceed 14 Days annually (365 calendar day period(s), beginning with Date of Commencement of the Contract Time in order to provide vacation time for his employees. These 14 Days shall include the two periods allowed for automatic suspension, if used, and shall be divided into no more than two separate periods of vacation time.

6.42.2 Two periods of time are established for automatic time suspensions. These periods are Thanksgiving, which includes Thanksgiving Day and the following Friday, Saturday and Sunday; and Christmas, which includes December 24th through January 1st. Vacation days other than provided at Thanksgiving and Christmas will require written request. These automatic time suspensions may be approved verbally by the ENGINEER upon notification by the CONTRACTOR of his intent to shut down his operations for one or both of these periods. If the CONTRACTOR does not shut down his operations during these periods, Contract Time will be charged as usual.

6.42.3 The CONTRACTOR shall submit written request to the ENGINEER for permission to suspend operations at least ten days in advance of the date of suspension.

6.42.4 The COUNTY reserves the right to refuse permission for a suspension (including automatic suspensions) when it might cause undue inconvenience to the traveling public or when, because of other factors, uninterrupted prosecution of the Work is essential.

6.42.5 The CONTRACTOR shall retain sufficient personnel at the job site to properly maintain all maintenance of traffic requirements.

6.42.6 Contract Time will not be charged during the period of any approved suspension for vacation, as long as no Work (with the exception of that specified in 6.42.5) is accomplished on the Project.

6.42.7 The CONTRACTOR shall not be permitted to suspend operations for vacation periods when the CONTRACTOR has failed to achieve Substantial Completion in accordance with the Contract Documents.

6.43 Computation of Contract Time.

6.43.1 The CONTRACTOR shall perform fully, entirely and in accordance with the Specifications, the contracted Work within the Contract Time or as may be extended in accordance with the Contract Documents. The CONTRACTOR acknowledges that the allowable Contract Time is calculated with consideration given that significant Work is not normally accomplished on Saturdays, Sundays, COUNTY Legal Holidays and during seasonal inclement weather conditions common to Central Florida with accompanying normal delays in prosecution of Work on controlling items. The effect on job progress of utility relocation and adjustments and the scheduling of construction operations required in order to adequately maintain traffic, as detailed in the Plans, has also been considered in the computation of the allowable Contract Time.

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6.43.2 Adjusting Contract Time.

6.43.2.1 The COUNTY may grant an extension of Contract Time when a Controlling Work Item is delayed by factors not anticipated or foreseeable at the time of Bid. Such extension of time may be allowed only for delays occurring during the Contract Time period or authorized extension of the Contract Time period. When failure by the COUNTY to fulfill an obligation under the agreement results in delays in the Controlling Work Items, such delays will be considered as a basis for granting credit to the Contract Time. Extensions of Contract Time will not be granted for delays due to the fault or negligence of the CONTRACTOR. Time extensions for delays caused by the effects of inclement weather are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the CONTRACTOR from productively performing Controlling Work Items resulting in:

(1) The CONTRACTOR being unable to work at least 50 percent of the normal Work day on pre-determined Controlling Work Items due to adverse weather conditions or;

(2) The CONTRACTOR must make major repairs to Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by the CONTRACTOR, and providing that the CONTRACTOR was unable to Work at least 50 percent of the normal Workday on pre-determined Controlling Work Items.

The affect of utility relocation (temporary and permanent) and adjustment Work on job progress will be considered as the basis for granting a time extension only if all the following criteria are met:

(1) Delays are the result of utility Work not detailed in the Plans or utility Work detailed in the Plans which is not accomplished in reasonably close accordance with the schedule;

(2) Utility Work actually affected progress toward completion of Controlling Work Items; and,

(3) The CONTRACTOR took all reasonable measures to minimize the effect of utility Work on job progress including cooperative scheduling of his operations with the scheduled utility Work at the preconstruction conference, at Project meetings, and providing adequate advance notification was given to utility companies at Project meetings as to the dates on which their operations must be coordinated with the Contractor's operations to avoid delays.

(4) Such delays exceed thrity (30) impact to Controlling Work Items.

6.43.2.2 Extension of Contract Time under the provisions of these Contract Documents shall not entitle CONTRACTOR to additional compensation or form the basis for Contract Claims.

6.44 Rights In and Use of Materials Found On the Site of the Work.

6.44.1 Except as provided in the Plans and Specifications, all Materials which are not the property of the COUNTY or other persons, in both roadway and structures, found on the right-of-way, and all Material in structures removed by the CONTRACTOR, shall become the property of the CONTRACTOR and shall be disposed of by him. Such Materials shall not include earth or other excavated Material required for the construction of the Work. Materials from existing structures required to be removed and which are designated to remain the property of the COUNTY may generally be used by the CONTRACTOR during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given, and shall subsequently be stored in an accessible location if so directed by the ENGINEER.

6.44.2 Any ornamental trees and shrubs existing in the right-of-way, which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset, or to be removed by others prior to the construction operations, shall become the property of the CONTRACTOR.

6.45 Final Cleaning Up of Right-of-Way. Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall remove from the COUNTY's right-of-way and adjacent

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property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed and the roadway in a neat and presentable condition throughout the entire length of the Work.

6.46 Maintenance of Traffic.

6.46.1 The Maintenance of Traffic requirements of the Contract Documents are essential life safety requirements designed to assure the safety of the traveling public.

6.46.2 Project specific Maintenance of Traffic requirements may be set forth in the Supplementary Conditions. If Project specific Maintenance of Traffic requirements are set forth in the Supplementary Conditions then Division II "Construction Details", Section 102 Maintenance of Traffic is deleted. If Project specific Maintenance of Traffic requirements are not set forth in the Supplementary Conditions then Division II "Construction Details", Section 102 Maintenance of Traffic shall apply.

6.47 Pollution, Vibration and Noise Controls.

6.47.1 Scope of Work. The CONTRACTOR shall minimize noise, vibration, and air pollution caused by construction activities. The CONTRACTOR shall controll the generation and disposal of solid and hazardous wastes.

6.47.2 Implementation.

6.47.2.1 Noise Control shall be in accordance with Federal, State, and COUNTY regulations. The CONTRACTOR shall comply with all COUNTY Ordinances and regulations dealing with noise abatement.

6.47.2.2 Vibration Control shall be in accordance with Federal, State, and COUNTY regulations. It is the CONTRACTOR's sole responsibility to prevent damage from vibration to adjacent structures and property.

6.47.2.3 Air Pollution Control shall be in accordance with Federal, State, and COUNTY regulations.

6.48 Dust and Waste Control.

6.48.1 CONTRACTOR shall take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

6.48.2 Solid and Hazardous Waste Control shall be in accordance with Federal, State, and COUNTY regulations. The CONTRACTOR is solely responsible for the disposal of any hazardous waste that is generated by the CONTRACTOR's operation.

6.48.3 In order to implement these regulations, CONTRACTOR shall use the following procedures and techniques:

6.48.3.1 Air Pollution.

(a) Dust

(i) Cover loads of materials, debris and soil transported from construction sites.

(ii) As necessary, provide street sweeps and water downs on streets which have heavy volumes of construction vehicles carrying debris and excavated materials.

(iii) As needed, wash trucks which haul soil from the site.

(iv) Water down construction sites as needed to suppress dust, during handling of excavation soil, debris or during demolition.

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(b) Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

(c) Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities.

6.48.3.2 Solid and Hazardous Waste.

(a) Solid wastes may be disposed of in a number of ways, including reuse on the project, sale for fuel, through controlled incineration, donation to other public private dump sites, either free or for a fee. Hazardous material shall be disposed of at properly permitted disposal facilities.

(b) Haul routes for transporting solid or hazardous wastes shall comply with the requirements of state and local authorities.

6.49 Temporary Facilities.

6.49.1 Description. This section describes the CONTRACTOR'S responsibility for temporary facilities and utilities that the CONTRACTOR may require during construction.

6.49.2 Scope.

6.49.2.1 Provide temporary facilities required which may include, but are not necessarily limited to, the following:

(a) Telephone (two lines at a minimum)
(b) Storage sheds
(c) Temporary water service
(d) Temporary sanitary service
(e) Temporary lighting and electrical service
(f) Temporary fire protection
(g) Temporary office trailers, including temporary utilities
(h) Safety and Visitor Protection

6.49.2.2 Furnish and install temporary water service for use throughout construction period.

(a) Water for construction purposes.

(b) Water for other purposes:

(i) Testing
(ii) Temporary sanitary facilities
(iii) Cleaning

(c) Drinking water.

6.49.2.3 Maintain adequate volume of water for all purposes.

6.49.2.4 Provide separate supply of potable water. If supplied from COUNTY source, the system shall be protected by approved back flow devices.

6.49.2.5 Maintain strict supervision of use of temporary services.

(a) Enforce conformance with applicable codes and standards.
(b) Enforce sanitary practices.

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(c) Prevent abuse of services.
(d) Prevent wasteful use of water.

6.49.2.6 Pay costs for temporary water supply used by all trades, including costs of installation, maintenance, and removal of pipe and equipment.

6.49.2.7 Requirements of Regulatory Agencies.

(a) Obtain, pay for permits, fees, deposits required by governing authorities.
(b) Comply with federal, state and local codes.

6.49.3 Temporary Electricity and Lighting.

6.49.3.1 Furnish, install and maintain adequate temporary lighting and electric power service for construction needs throughout construction period. **ALL TEMPORARY ELECTRICAL FACILITIES SHALL MEET THE REQUIREMENTS OF ALL PERTINENT BUILIDING CODES.**

6.49.3.2 Maintain strict supervision of use of temporary services.

(a) Enforce conformance with applicable standards.
(b) Enforce safe practices.
(c) Prevent abuse of services.

6.49.3.3 Pay costs of, installation, maintenance and removal of temporary electrical services used.

6.49.3.4. Requirements of Regulatory Agencies.

(a) Obtain and pay for permits as required by governing authorities.
(b) Comply with applicable codes.

(i) National Electrical Code.
(ii) National Electrical Safety Code.
(iii) National Fire Protection Association Pamphlet.
(iv) Federal, state and local codes and utility company regulations.

6.49.3.5 Provide night security lighting at secured areas within construction limits at offices, storage facilities and excavated areas.

6.49.4 Temporary Sanitary Facilities.

6.49.4.1 Furnish, install and maintain temporary sanitary facilities for use throughout construction period.

(a) Potable water for construction personnel:

(i) Portable containers to dispense drinking water.

(b) Enclosed toilet facilities for construction personnel.

6.49.4.2 Maintain strict supervision of use of facilities.

(a) Enforce conformance with applicable standards.
(b) Maintain, service and clean facilities.
(c) Enforce proper use of sanitary facilities.

6.49.4.3 Cost of Installation and Operation.

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(a) Pay costs of temporary sanitary facilities, including costs of installation, maintenance and removal.
(b) Pay service charges for use of portable units.
(c) Pay costs of water or ice.

6.49.4. Facility Locations.

(a) Within the project site.
(b) Drinking water: Convenient to work stations.
(c) Toilet and washing facilities:

(i) Secluded from public observation if possible.
(ii) Convenient for use of personnel in relation to work stations.

6.49.4.5 Requirements of Regulatory Agencies.

(a) Obtain and pay for permits as required by governing authorities.
(b) Comply with federal, state and local codes, and utility company regulations.

6.49.5 Contractor Employee Parking.

6.49.5.1 The CONTRACTOR is to submit a plan of intended parking areas prior to mobilizing on site.

6.49.5.2 The CONTRACTOR is to maintain strict supervision of use of the parking areas. The CONTRACTOR is to maintain, service and clean the areas.

6.49.6 Contractor Offices.

6.49.6.1 If the CONTRACTOR is going to move an office trailer to the Project site, the CONTRACTOR'S and subcontractor's office trailers are to be located in an area approved by the COUNTY.

6.49.6.2 The CONTRACTOR shall provide the following temporary utilities for the office trailers:

(a) Potable water
(b) Sanitary sewer
(c) Electrical
(d) Telephone (two lines at a minimum)

6.49.6.3 The CONTRACTOR shall be responsible for costs of installing the utilities from the points of connection, maintenance, and removal of all materials for all temporary utilities. Additionally, the CONTRACTOR shall be responsible for maintenance and removal of parking areas around the CONTRACTOR'S office trailers. This shall include policing the area of litter and debris, and weed control.

6.49.6.4 Provide and maintain a temporary fire protection system as construction progresses for control of fires that may occur during construction. Temporary fire protection shall be provided in accordance with Code requirements.

6.49.6.5 The CONTRACTOR shall provide, at his expense, a field office for the exclusive use of the ENGINEER. This field office shall be located within the right-of-way or in a close proximity of the Work areas and shall be provided subject to the provisions hereinafter stipulated. The CONTRACTOR shall confer with the ENGINEER prior to establishing the field office and obtain approval as to location, Materials, layout and required details and facilities. This field office shall, in general, consist of the following features:

6.49.6.6 Have a total of not less than five hundred (500) square feet of floor space, exclusive of utility room and toilet room.

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6.49.6.7 Shall consist of a trailer (or two (2) attached trailers), new or existing building (commercial or residential). The CONTRACTOR shall perform whatever work necessary to comply with the requirements of this Section.

6.49.6.8 Shall be partitioned as directed by the ENGINEER providing, in general, a minimum number of areas as follows: ENGINEER'S office, drafting room, two (2) storage closets and hallways. The utility room and toilet room shall be fully enclosed as separate rooms.

6.49.6.9 All fully enclosed offices, laboratory, utility room and toilet room shall be quipped with inside doors.

6.49.6.10 Have at least two (2) hinged or sliding windows on each face of the building.

6.49.6.11 Have at least two (2) entrace doors which can be securely locked.

6.49.6.12 Be of substantial construction with interior finish, floored, insulated and covered with weatherproof roof.

6.49.6.13 Be equipped with screen doors, window screens and be dust and wind-tight.

6.49.6.14 Be outfitted with at least the following furnishings.

(a) 2 (3'x5') office desks with chairs
(b) 1 drafting table with stool
(c) 1 (3'x5') plan layout table; sturdily constructed
(d) 12 straight back chairs
(e) 1 four drawer steel filing cabinet
(f) 2 bookcases with a minimum three shelves each
(g) 2 plan racks; each capable of handling 5 plan sets
(h) 1 (2'x3') ENGINEER'S sign; prominently displayed
(i) 2 (3'x6') conference tables

The ENGINEER'S field office shall be furnished with portable electrical heating units, control, air conditioning capable of maintaining an indoor temperature of 68 degrees when the outside temperature is 95 degrees in the shade, illumination, conveniently located 110V outlets, inside sanitary and disposal facilities (including a lavatory or washbasin and toilet), hot and cold water supply, drinking water supply, and not less than two (2) private telephone lines. The toilet shall be connected to a sanitary sewer system or to a septic system furnished, installed and maintained by the CONTRACTOR. The field office shall be kept in good repair and serviceable against weather conditions for the duration of the Agreement. Daily janitorial service and maintenance service shall be provided throughout the Contract Period. All utility bills shall be paid by the CONTRACTOR except the CONTRACTOR will be reimbursed for all telephone calls made by the ENGINEER outside the local exchange area. The CONTRACTOR shall, at a convenient location adjacent to the field office, provide and maintain parking facilities for the accommodation of a minimum of five (5) automobiles. This area shall be graded, prepared for drainage and surfaced with crushed stone or other acceptable material including a driveway connecting it to the nearest paved road. In the event the ENGINEER'S field office or appurtenant facilities are damaged or destroyed during the Agreement period, the CONTRACTOR shall, at his expense, repair or replace the same to its original condition. The CONTRACTOR shall be responsible for obtaining all necessary permits for the construction of the building and utilities and shall otherwise comply with the codes and regulations of local, City, and County agencies, and public and private utilities and shall pay all connection fees in connection therewith. Upon satisfactory completion and acceptance of all Work under this Agreement, the field office and all facilities and furnishings provided therewith by the CONTRACTOR shall remain the property of the CONTRACTOR and shall be removed by him from the site of the Project. Any furnishings or items which may be furnished personally by the ENGINEER shall remain the property of the ENGINEER. No separate payment will be made for furnishing, maintaining, servicing and ultimately removing the aforedescribed field office and sanitary facilities and all costs in connection therewith shall be considered incidental to the Agreement and fully covered in the price paid for the various items of Work set out in the Agreement.

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6.50 Video and Photographs.

6.50.1 CONTRACTOR shall provide the COUNTY with a video record of the existing conditions prior to construction. This video shall be a standard VHS Cassette format. The following features shall be shown in a clear manner, but not limited to the following:

(a) All existing features and improvements within the right-of-way.
(b) All existing features and improvements within temporary construction easements.
(c) All existing features and improvements within permanent easements.
(d) All existing features and improvements adjacent to any construction.

6.50.2 Detail of the video shall be such that the following features and improvements shall be clear and visible:

(a) Cracks in walls.
(b) Condition of fencing.
(c) Condition of planted areas and types of vegetation.
(d) Condition of sodded areas.
(e) Conditions of sprinkler systems and associated controls and wiring.
(f) Condition of signs.
(g) Conditions of lighting and associated wiring.

Significant detail of any pre-existing damages to physical features and improvements shall be shown. The coverage of the video should include the limits of effects of the use of vibratory rollers. This video record shall be presented to the COUNTY within thirty (30) Days of the Commencement Date specified in the Notice to Proceed.

6.50.3 CONTRACTOR shall provide COUNTY with still photographs of the existing conditions prior to construction. The scope and detail of required still photographs may be further detailed in the Supplementary Conditions.

6.51 Field Materials on Private Property. Work performed on private property when the COUNTY owns permanent easements for access, drainage facilities, or other purposes, may require excavation and the use of fill materials. The CONTRACTOR shall, when possible, backfill excavated lands with the fill materials originally excavated. In any event the filling of excavated lands shall be accomplished using material of substantial similarity to the excavated material.

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SECTION 7 - WORK BY OTHERS

7.1 Related Work At Site.

7.1.1 COUNTY may perform other work at the site by COUNTY's own forces, provide for or allow other work to be performed by other owners, or let other direct contracts for other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

7.1.2 CONTRACTOR shall afford each owner and contractor (or COUNTY, if COUNTY is performing the additional work with COUNTY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and Equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make it integrate properly with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

7.1.3 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of COUNTY or any such other contractor or owner, CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure to so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work. Wherever Work to be performed by CONTRACTOR is dependent upon the work of any separate contractor, CONTRACTOR shall: (1) coordinate his Work with the dependent work; (2) provide necessary dependent data and requirements; (3) supply or install items to be built into dependent work of others; (4) make provisions for dependent work; (5) check and verify dependent dimensions of previously placed work; (6) notify ENGINEER of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of any such Work; and (7) not proceed with any such Work until any unsatisfactory dependent conditions have been corrected. Installation of work by CONTRACTOR or by a Subcontractor in any given area shall constitute acceptance by CONTRACTOR or by such Subcontractor of all previously placed dependent work, subject to the exceptions previously noted.

7.1.4 If COUNTY contracts with others for the performance of other work at the site, the CONTRACTOR shall be responsible for coordination of the activities among the various contractors. Unless otherwise provided in the Supplementary Conditions, coordination with other contractors will be the responsibility of CONTRACTOR and neither COUNTY nor ENGINEER shall have any authority or responsibility in respect of such coordination.

7.2 Mutual Duties and Responsibilities.

7.2.1 Should CONTRACTOR cause damage to the work or property of any separate contractor or owner performing work at or contiguous to the site, or should any claim arising out of CONTRACTOR's performance of Work at or contiguous to the site be made by any separate contractor or utility owner against CONTRACTOR, COUNTY, ENGINEER, or ENGINEER OF RECORD, CONTRACTOR shall promptly attempt to settle with such separate contractor or utility owner by agreement, or to otherwise resolve the dispute at equity or at law.

7.2.2 Should any separate contractor or owner cause damage to the Work or property of CONTRACTOR, or should the performance of work by any separate contractor or owner at or contiguous to the site give rise to any other claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with such separate contractor or owner by agreement, or to otherwise resolve the dispute at equity or at law. CONTRACTOR shall not institute any action, legal or equitable, against COUNTY, ENGINEER, ENGINEER OF RECORD, or their consultants directors, officers, agents, and employees or permit any action against them to be maintained and continued in its name or for its benefit in any court or before any arbiter which

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seeks to impose liability or recover damages from COUNTY, ENGINEER, ENGINEER OF RECORD or their consultants, directors, officers, agents, or employees on account of these.

7.2.3 In the event that COUNTY incurs costs contrary to the provisions of this subsection, COUNTY will be entitled to deduct these costs from the Contract Price by issuing a Change Order.

7.3 Extensions in Contract Time. If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension in Contract Time; if COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time(s), if so granted, shall be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, ENGINEER, and ENGINEER OF RECORD, and their consultants, agents and employees for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site.

7.4 Contract Time Coordination.

7.4.1 CONTRACTOR shall give prompt written notice to COUNTY, ENGINEER and any other affected contractor(s) whenever CONTRACTOR anticipates a conflict in Contract Time(s) related to or simultaneous with associated Contract Time (s) in the work of others. Within seven (7) days thereafter, CONTRACTOR shall be required to deliver to ENGINEER proposed actions to either (a) prevent an adverse effect on the Progress Schedule of the other contractors arising from delays to the Work, or (b) prevent or overcome an adverse effect on the Progress Schedule for the Work arising from delays from another contract.

7.4.2 When Work is performed out of sequence and ahead of interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the Work which may be caused by others during the performance of their work, including (but not limited to) furnishing written notice to ENGINEER and to the other contractors that Work has been performed out of sequence and ahead of interfacing Work.

7.4.3 When work by others is performed out of sequence and ahead of interfacing Work, the said work shall be considered as if it had been shown on the Contract Documents. CONTRACTOR shall be responsible for protecting said work and shall replace, repair or otherwise settle with others any and all damage caused as a result of the performance of Work out of sequence.

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SECTION 8 - COUNTY'S RESPONSIBILITIES

8.1 General.

8.1.1 COUNTY shall generally issue all communications to CONTRACTOR through ENGINEER. However, communications related to 3.5540 – "Contract Claims" of Section 3.55, Purchasing Policy of the Seminole County Administrative Code, or successor provisions, shall be issued by the COUNTY's Purchasing Manager or County Manager.

8.1.2 In case of termination of the employment of ENGINEER, COUNTY shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.

8.1.3 COUNTY shall furnish the data required of COUNTY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Section 14.

8.1.4 COUNTY's duties in respect of providing lands and easements and engineering surveys to establish reference points, and identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER OF RECORD in preparing the Drawings and Specifications are set forth in Section 4.

8.1.5 COUNTY will issue unilaterally or negotiate, at its discretion, Change Orders as provided in these Contract Documents.

8.1.6 COUNTY's responsibility in respect of certain inspections, tests and approvals is set forth in Section 13.

8.1.7 COUNTY may allow its consultants, agents, attorneys, employees, and others access to the site. CONTRACTOR shall cooperate with COUNTY in allowing such access.

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SECTION 9 - ENGINEER'S AND ENGINEER OF RECORD'S
STATUS DURING CONSTRUCTION

9.1 COUNTY'S Representative. ENGINEER will be COUNTY's representative during the construction of the Work. The duties and responsibilities and the limitations of authority of ENGINEER as COUNTY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of COUNTY and ENGINEER.

9.2 Visits to Site.

9.2.1 ENGINEER OF RECORD may make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

9.2.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

9.3 Project Representation. ENGINEER, in the ENGINEER's sole discretion, may furnish a Project Manager and Field Representative(s) including inspectors to assist ENGINEER in observing the performance of the Work. In the event that ENGINEER elects not to furnish a Project Manager, Field Representative or Inspectors, the ENGINEER or its designated agents shall perform the duties of the Project Manager, Field Representative or Inspectors set forth in the Contract Documents. COUNTY may designate another agent to represent COUNTY at the site who is not ENGINEER's agent or employee.

9.4 Duties, Responsibilities and Limitations of Authority of Project Manager.

9.4.1 Project Manager will act as directed by ENGINEER and will confer with ENGINEER regarding his activities. Project Manager will perform the duties and responsibilities described herein with the assistance of Field Representative(s). ENGINEER shall generally issue all communications to CONTRACTOR through Project Manager, including but not limited to communications directed to CONTRACTOR, from COUNTY through ENGINEER. CONTRACTOR shall generally issue all communications to COUNTY, ENGINEER OF RECORD and ENGINEER through Project Manager.

9.4.2 Project Manager will provide instructions to Field Representative(s) on procedures to be followed and schedule inspections of the Work; review daily inspection reports prepared by Field Representative(s); prepare draft Field Orders, Change Requests or Change Orders as required and review them with Field Representative(s), ENGINEER or COUNTY, as applicable.

9.4.3 Project Manager will attend meetings with CONTRACTOR, such as the Preconstruction Conference, Project Meetings and any other Project related meetings and prepare and circulate copies of minutes thereof. The preparation and circulation of minutes of preconstruction conferences, Project meetings and any other Project related meetings shall not relieve CONTRACTOR of CONTRACTOR's responsibility to coordinate the work of the COUNTY, utility contractors, or the work of others or the CONTRACTOR's responsibility for scheduling and sequencing its Work with the work of the COUNTY, utility contractors or the work of others.

9.4.4 Project Manager will serve as ENGINEER's liaison with CONTRACTOR, Working principally through CONTRACTOR's superintendent, to assist in understanding the intent of the Contract Documents, and will serve as COUNTY's liaison with CONTRACTOR when CONTRACTOR's operations affect COUNTY's on-site operations, and when additional information is required from COUNTY for proper execution of the Work.

9.4.5 Project Manager will advise CONTRACTOR, through or with the assistance of Field Representative(s), of the commencement of any Work requiring a Shop Drawing or sample, when it is observed that a submittal has not been reviewed by ENGINEER OF RECORD.

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9.4.6 Project Manager will conduct general on-site observations of the Work in progress and receive Field Representative(s)'s observation comments and non-conformance reports, to determine if the Work is proceeding in accordance with the Contract Documents.

9.4.7 Project Manager will notify CONTRACTOR of disapproval or rejection of Work whenever Project Manager or ENGINEER believe that any Work is Defective, and will notify CONTRACTOR whether Defective Work is to be corrected, or replaced.

9.4.8 Project Manager will notify CONTRACTOR of any Work that is to be uncovered for observation, testing inspection or approval.

9.4.9 Project Manager will accompany, through or with the assistance of Field Representative(s), visiting inspectors representing governmental or other agencies having jurisdiction over the Project, and record the results of the inspections and report to ENGINEER.

9.4.10 Project Manager will transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

9.4.11 Project Manager will consider and evaluate CONTRACTOR's proposed variations and the changes in the Work or the Contract Documents and report such proposals and evaluations to ENGINEER. Project Manager will communicate decisions on such proposals to CONTRACTOR as issued by ENGINEER or COUNTY.

9.4.12 Project Manager will report promptly to ENGINEER and COUNTY upon gaining knowledge of the occurrence of any accident at the site.

9.4.13 Project Manager will prepare reports of the progress of the Work and of CONTRACTOR's compliance with the Progress Schedule.

9.4.14 Project Manager will consult as appropriate with ENGINEER in advance of scheduled major tests, inspections or the commencement of important phases of the Work.

9.4.15 Project Manager will review and evaluate CONTRACTOR's Application for Payment and advise ENGINEER accordingly.

9.4.16 Project Manager will review and evaluate CONTRACTOR's notice that CONTRACTOR considers the Work (or part thereof) substantially complete and advise ENGINEER accordingly.

9.4.17 Project Manager will observe whether all items on lists of items to be completed prior to Final Payment have been completed and make recommendations to ENGINEER concerning Acceptance.

9.4.18 During the course of the Work, the Project Manager will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and deliver this Material to ENGINEER.

9.4.19 Project Manager will not: (1) authorize any variation or change in the Work or in the Contract Documents or approve any equivalent Material or Equipment; (2) exceed the limitations of Project Manager's authority as set forth in this document; (3) undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the Work; (4) inspect, advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents; (5) inspect, advise on or issue directions as to safety precautions and programs in connection with the Work; (6) certify Substantial Completion of the Work; or (7) participate in specialized field or laboratory tests, unless qualified by an appropriate certifying agency.

9.5 Duties, Responsibilities and Limitations of Authority of Field Representative(s).

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9.5.1 As requested by Project Manager, Field Representative(s) will assist in obtaining from COUNTY additional details or information, when required at the job site for proper execution of the Work.

9.5.2 Field Representative(s) will advise Project Manager and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if he observes that a submittal(s) has not been reviewed by ENGINEER OF RECORD.

9.5.3 Field Representative(s) will conduct on-site observations of the Work in progress to assist Project Manager in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will substantially conform to the Contract Documents.

9.5.4 Field Representative(s) will notify CONTRACTOR and report to Project Manager for review and possible disapproval or rejection by ENGINEER or Project Manager whenever he believes that any Work is defective.

9.5.5 Field Representative(s) will notify CONTRACTOR and report to Project Manager for determination of necessary action by ENGINEER or Project Manager when he believes Work should be uncovered for observation, testing, inspection or approval.

9.5.6 Field Representative(s) will verify that tests, Equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel and that CONTRACTOR maintains adequate records thereof; observe, record and report to Project Manager appropriate details relative to the test procedures and start-ups.

9.5.7 Field Representative(s) will report to Project Manager when clarifications and interpretations of the Contract Documents are needed or requested.

9.5.8 Field Representative(s) will keep a diary recording hours on the job site, weather conditions, data relative to questions of extras or deductions, lists of visiting officials and representatives of Suppliers, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Field Representative(s) will summarize such information on the daily diary and submit copies to Project Manager.

9.5.9 Field Representative(s) will assist Project Manager with record keeping as directed by Project Manager.

9.5.10 Field Representative(s) will report immediately to COUNTY, ENGINEER and Project Manager upon gaining knowledge of the occurrence of any accident.

9.5.11 Field Representative(s) will assist Project Manager with the review and evaluation of CONTRACTOR's Application for Payment, noting particularly their relation to the schedule of values, Work completed, and Materials and Equipment delivered at the site but not incorporated in the Work.

9.5.12 Field Representative(s) will prepare draft lists of items to be completed or corrected (punch lists) as directed by Project Manager.

9.5.13 Field Representative(s) will not: (1) authorize any variation or change in the Work or in the Contract Documents or approve any equivalent Material or Equipment; (2) exceed the limitations of Field Representative(s)'s authority as set forth in this document; (3) undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the Work; (4) inspect, advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents; (5) inspect, advise on or issue directions as to safety precautions and programs in connection with the Work; (6) certify Substantial Completion of the Work; or (7) participate in specialized field or laboratory tests unless qualified by an appropriate certifying agency.

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9.6 Clarifications and Interpretations. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.7 Authorized Variations in Work. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents and required to produce the intended result. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly.

9.8 Rejecting Defective Work. ENGINEER will have authority to disapprove or reject Work at any time during the construction of the Work, which ENGINEER believes to be Defective. ENGINEER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by ENGINEER of disapproval or rejection of Defective Work, CONTRACTOR shall take immediate action to correct or replace same.

9.9 Determinations of Quantities and Classifications of Unit Price Work. ENGINEER will determine the actual quantities of each classification of Unit Price Work. ENGINEER will review with CONTRACTOR, ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon CONTRACTOR, unless, within seven (7) days after the date of any such decision, CONTRACTOR delivers to COUNTY written notice of a Contract Claim.

9.10 Decisions on Disputes. ENGINEER will be the initial interpreter of the requirements of the Contract Documents, and in such capacity will render initial determinations in respect of the acceptability of the Work thereunder. Unless otherwise provided in the Contract Documents, notices, proposals or other matter relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this subsection which ENGINEER will render within a reasonable time. ENGINEER's written determination thereon shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of such decision.

9.11 Limitations on ENGINEER's and ENGINEER OF RECORD's Responsibilities.

9.11.1 Neither ENGINEER's or ENGINEER's OF RECORD authority to act under this Section or elsewhere in the Contract Documents nor any decision or determination made by ENGINEER or ENGINEER OF RECORD in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of ENGINEER or ENGINEER OF RECORD to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any Surety for any of them.

9.11.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of ENGINEER or ENGINEER OF RECORD as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER or ENGINEER OF RECORD any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Section.

9.11.3 ENGINEER and ENGINEER OF RECORD will not be responsible for CONTRACTOR's means, schedules, methods, techniques, sequences or procedures of construction, or the safety precautions and

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programs incident thereto, and ENGINEER and ENGINEER OF RECORD will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.11.4 ENGINEER and ENGINEER OF RECORD will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

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SECTION 10. CHANGES IN THE WORK

10.1 Changes in the Work.

10.1.1 Without invalidating the Agreement and without notice to any Surety, COUNTY may, at any time, by duly executed Change Order, order changes within the scope of the Contract Documents consisting of additions, deletions or other revisions in the Work. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the Work involved (based on the conditions stated and other applicable conditions in the Contract Documents). If a change under this Section causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, COUNTY will make an adjustment as provided in Section 11.

10.1.2 COUNTY or ENGINEER may present to CONTRACTOR a change request requesting that CONTRACTOR submit a proposal for an adjustment in Contract Price or Contract Time or both for a proposed change in the Work. CONTRACTOR shall submit a proposed adjustment with all supporting data and the directions given in the change request within 14 days of receipt. Said proposed adjustment shall include an itemized estimate of all costs and time for the performance that will result directly or indirectly from the changes described. Estimates shall be prepared and in sufficient detail and with documentation such that ENGINEER can (1) analyze all Material, labor, Equipment, subcontract, overhead costs and fees, and any other costs covering all aspects of the Work involved in the change, whether such was added, deleted, changed, or impacted; (2) determine that the proposal reflects all impacts on the Contract Documents of the proposed change; and (3) establish that all provisions of the Contract Documents have been complied with.

10.1.3 COUNTY or ENGINEER may give instructions which may result in changes in the Work not involving an adjustment in the Contract Price or the Contract Time when such changes are necessary or expedient to the satisfactory performance and completion of the Work. These instructions shall be binding on CONTRACTOR. Any instruction, direction, interpretation, or determination from COUNTY or ENGINEER which causes a change shall be treated as a change under this Section provided that CONTRACTOR gives ENGINEER written notice stating the date, circumstances, specific order, and that CONTRACTOR regards the instruction as a change. Such written notification shall be given to ENGINEER within seven (7) days after receipt and before CONTRACTOR acts on said instruction, direction, interpretation, or determination. No Contract Claim, change or notice by CONTRACTOR will be allowed if asserted after Work has commenced on, or if notice is not provided within the stated time limit provided after receipt of, the instruction, direction, interpretation, or determination from COUNTY, ENGINEER, or any other source.

10.1.4 In making changes under this Section, COUNTY may give consideration to a notice, proposal or Contract Claim from CONTRACTOR, provided the notice, proposal or Contract Claim is presented in accordance with the requirements of this Section. CONTRACTOR shall provide COUNTY or ENGINEER any additional or supplemental information requested for purposes of evaluation of CONTRACTOR's submittal, but such requests by the COUNTY or ENGINEER will not constitute acceptance of the notice, proposal or Contract Claim.

10.1.5 ENGINEER will evaluate a change notice from CONTRACTOR, and COUNTY will review with CONTRACTOR the results of the evaluation before rendering a determination. If COUNTY, with the advice of ENGINEER, concurs that a change in the Work has occurred or been ordered, CONTRACTOR will be directed to submit a proposal for an adjustment. If COUNTY concludes that a change has not occurred or been ordered, COUNTY's determination shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days from receipt of such decision.

10.2 Change Orders and Change Requests.

10.2.1 Contract Price, Contract Time or scope of the Work shall be changed only by Change Order (unilateral or bilateral).

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10.2.2 A Change Order duly executed by COUNTY and CONTRACTOR provides for an all inclusive settlement for all changes and direct, supplemental, indirect, consequential and cumulative costs and delays, and CONTRACTOR's execution of the Change Order represents a waiver of any and all rights to file a Contract Claim on account of that instrument. An executed Change Order constitutes an accord and satisfaction of all claims related to the Change Order.

10.2.3 COUNTY and CONTRACTOR shall execute Change Orders covering changes in the Work (including any necessary adjustments in Contract Price or Contract Time) which are ordered or agreed to by the parties, changes in Contract Price or Contract Time which are agreed to in total with reasonable promptness. Adjustments to Contract Price resulting from changed Work shall only be included in Applications for Payment after a Change Order has been duly executed.

10.2.4 A Change Order, duly executed by COUNTY, but not executed by CONTRACTOR, or executed by CONTRACTOR with a notice of reservation of rights to claim additional adjustments under a Contract Claim, shall become final and binding on CONTRACTOR as a unilateral Change Order, without consideration of the reservation of rights, unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days after receipt of that instrument.

10.3 Waivers.

10.3.1 No Contract Claim by CONTRACTOR for an adjustment under these Contract Documents shall be allowed for any costs, disruption, suspension, interference, inefficiency, constructive acceleration or delay incurred more than seven (7) days before CONTRACTOR gives written notice as required.

10.3.2 No Contract Claim by CONTRACTOR for an adjustment under this Section shall be allowed if made after the date of Final Payment.

10.3.3 Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in Contract Price or an extension of Contract Time.

10.3.4 CONTRACTOR acknowledges that there may be changes during the course of the Work and acknowledges that the probable effect of changes has been accounted for in the development of the Contract Price and Progress Schedule. Whenever CONTRACTOR makes a Contract Claim under Section 11 such Contract Claim shall include the total amount of adjustment in Contract Price and Contract Time to which the CONTRACTOR believes it is entitled. Except as COUNTY and CONTRACTOR may otherwise agree in writing, CONTRACTOR shall be deemed to have waived (1) any adjustment to which it might otherwise be entitled under Section 11 where such Contract Claim fails to request such adjustments, (2) any increase in the amount of adjustment additional to that requested in the Contract Claim, and (3) any Contract Claim for reimbursement of impact allegedly resulting from the cumulative effect of the number, nature, or extent of any changes.

10.3.5 CONTRACTOR recognizes and accepts the notice provisions of these Contract Documents as material conditions of the Contract Documents and agrees to make no claim based upon COUNTY'S actual notice or lack of prejudice to the COUNTY.

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SECTION 11 CHANGES IN CONTRACT PRICE OR CONTRACT TIME

11.1 Changes in Contract Price or Contract Time. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for the Work. All duties, responsibilities, risks of every nature, and obligations assigned or undertaken by CONTRACTOR shall be at CONTRACTOR's sole expense without change in the Contract Price or Contract Time except as set out below.

11.2 Change Requests or Contract Claims Substantiating Adjustments.

11.2.1 Supporting data for any change request or Contract Claim by the CONTRACTOR shall include at a minimum a complete and detailed breakdown of the proposed price and a detailed explanation of any time impact for the change. Said proposed price shall be based on the lowest reasonable cost consistent with sound construction practice. Such breakdown shall include itemizations by trade of all labor with man hours and hourly rates, Equipment with hours of use and rates, and Material by item with costs, all in sufficient detail to evaluate the cost of the individual components of the Work, including copies of purchase orders, invoices and subcontract change orders.

11.2.2 CONTRACTOR change request or Contract Claim shall state in writing, and provide evidence that the amounts included cover all direct, supplemental, indirect, consequential, and cumulative costs and delays, as applicable, and that those costs and delays would be or were necessarily incurred, despite CONTRACTOR's reasonable, prudent and diligent efforts to mitigate them.

11.2.3 CONTRACTOR change request and Contract Claim supporting data shall become due within seven (7) days of receipt of a change request or receipt by COUNTY of written notice of Contract Claim and shall remain firm for a period of not less than sixty (60) days from receipt by ENGINEER of the proposal or supporting data. Any delay in the submittal of change request or Contract Claim will not justify or constitute basis for an increase in Contract Price or Contract Time. Contract Claims shall be submitted on the forms provided in the Contract Documents.

11.2.4 Failure of CONTRACTOR to comply with the time requirements for written notice or for submittal of supporting data shall be considered a waiver by CONTRACTOR of any Contract Claim for an addition to the Contract Price or an adjustment to the Contract Time and CONTRACTOR agrees that no additional compensation or time adjustments are due if the provisions of Section 10 and this Section are not complied with.

11.2.5 Where the change in Contract Price arises from changes in the schedule of all or part of the Work, or where a change in Contract Time is sought, the change request shall be based on a detailed analysis of the Progress Schedule, and shall cover all applicable elements affecting the Work involved.

11.2.6 Contract Claims shall cover all aspects of the Work involved, whether relating to deleted, added, revised, or impacted items of Work. Amounts for Subcontractors or Suppliers at any tier shall be equally supported.

11.2.7 Contract Claims for an adjustment in Contract Price or Contract Time shall not be valid unless submitted in accordance with Section 10 and this Section.

11.2.8 Contract Claims shall be resolved under Section 3.55, Purchasing Policy of the Seminole County Administrative Code, or successor provisions.

11.3 Methods for Determining Adjustments in Contract Price.

11.3.1 The methods to be used to determine an adjustment in Contract Price necessitated by changes ordered, negotiated pursuant to these General Conditions, or a Contract Claim, collectively to be referred to as the "Work involved," are limited to the following:

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11.3.2 Where the Work involved is covered or is of the same character as Unit Price Work (whether the Work involved is within the Project limits or not), by application of those Unit Prices to the quantities of the items involved (subject to the provisions covering Unit Price Work). No additional allowances or charges shall be added to these Unit Prices.

11.3.3 Where the Work involved is not covered by Unit Prices contained in the Contract Documents, Unit Prices may be negotiated on the basis of costs calculated in accordance with this Section.

11.3.4 By mutual acceptance of a lump sum price negotiated on the basis of CONTRACTOR's itemized estimate of the anticipated cost of the Work involved, determined as specified in this Section.

11.3.5 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 11.3.2, 11.3.3, or 11.3.4, COUNTY may direct CONTRACTOR to proceed with the Work involved on the basis of actual costs in accordance with this Section. When the cost of the Work basis is directed by COUNTY, COUNTY shall prescribe the required procedures for accounting of the allowed costs. These procedures shall include daily accounting of the Material and Equipment used and labor employed. Failure to submit this information for acknowledgement by the ENGINEER within one day after any part of the Work is performed shall result in any discrepancy between ENGINEER's records and CONTRACTOR's records being resolved in favor of the ENGINEER's records.

11.3.6 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 11.3.2, 11.3.3, or 11.3.4, and the COUNTY does not wish to proceed on a Cost of the Work basis as described in subsection 11.3.5, COUNTY with the advice of ENGINEER shall determine a reasonable adjustment of the Contract Price for the Work involved on the basis as described in Section 10 and this Section. The adjustment in Contract Price and Contract Time will be issued by unilateral Change Order and CONTRACTOR shall be paid on that basis. COUNTY's determination shall be final and binding unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of such unilateral Change Order.

11.3.7 Where the Work involved is not covered by any of the preceding methods, and when payment is to be determined under the COUNTY's Contract Claims procedures or by a court of competent jurisdiction, it is agreed that the actual cost of the Work method shall be the appropriate method for determining the cost of the Work involved. Payroll, Equipment, Material and other costs will only be allowable when determined from daily time sheets which expressly correlate to the Work involved, were prepared while Work was in progress, clearly list actual units and usage, and were submitted to ENGINEER as the Work was performed. Costs, including but not limited to, office overhead and home office overhead of CONTRACTOR or subcontractors of every tier, shall not be derived from the computation of a rate by application of the Eichleay, Allegheny, Burden Fluctuation, total cost, or other similar formula based methodology.

11.3.8 Anticipated or actual costs computed for the Work involved means the sum of all incremental costs which would be, or actually were, necessarily incurred by CONTRACTOR in the proper performance of the Work. Those costs shall be in amounts no higher than those prevailing in the locality of the Project or as allowed elsewhere in these Contract Documents, and shall include only the appropriate items for labor, Material, Equipment, and supplemental costs specified below.

11.4 Determining Cost Adjustments to Changes in Contract Price.

11.4.1 CONTRACTOR shall provide to ENGINEER proof of any burdens, including insurance costs, added to base wages to determine payroll costs described in this Section.

11.4.2.1 Changes in the Contract Price made on the basis of the methods described in Section 11.3 shall be based upon the following: Payroll costs for craft labor in the direct employ of CONTRACTOR assigned to the site and engaged in furnishing and incorporating Materials or Equipment in the Work involved. Payroll costs shall include wages plus the necessary labor burdens, which may include social security, unemployment, Workers compensation, health and retirement benefits, vacation and Holiday pay, and other payments pursuant to union agreements but shall exclude profit sharing, bonuses, and similar

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remunerations. Labor charges shall be allowed only for hourly labor directly involved in the Work. Such personnel may include Working foreman at the site. The cost of all salaried employees shall be considered as a part of allowances allowed in this Section. Labor rates shall be as actually paid based on certified payroll records or in accordance with general rates for various pay categories established by union agreements or by mutual agreement between COUNTY and CONTRACTOR prior to the commencement of the Work. The expenses of performing Work outside of normal Working hours, on weekends or Holidays, shall be included in the above to the extent authorized by COUNTY as set out in the Contract Documents.

11.4.2.2 Payments by CONTRACTOR to Suppliers for all Material and Equipment in the Work involved, including transportation and storage costs, and necessary Suppliers field services. All cash deposits shall accrue to COUNTY, if COUNTY advances funds to CONTRACTOR with which to make payments. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained. When required by COUNTY, CONTRACTOR shall obtain competitive bids from Suppliers in order to achieve a reasonable price. When determining Material and Equipment costs, actual invoices segregating items associated with Work involved shall be the record upon which actual costs shall be based.

11.4.2.3 Payments by CONTRACTOR to Subcontractors for Work involved performed by Subcontractors. When required by COUNTY, CONTRACTOR shall obtain competitive detailed bids from Subcontractors in order to achieve a reasonable price. When determining Subcontractor costs at any tier, the Subcontractor's Cost shall be determined in the same manner as CONTRACTOR's costs. All Subcontracts shall be subject to the provisions of this Section insofar as applicable.

11.4.2.4 Costs of field supplies consumed in the performance of the Work involved, and purchase costs of small tools used or consumed in the performance of the Work involved (and purchase cost less market value if used but not consumed) which are individually valued at less than $1,000.00. Consumable shall include such items as rags, nails, fasteners, weld rod, gases, lubricants, paper, grout, stakes, power and fuel for tools and Equipment, chains, cables, hoses, water, and similar items normally used in the course of the Work. Costs of field supplies will be paid as a percentage of direct labor cost in an amount that shall not exceed the allowance shown in this Section.

11.4.2.5 Equipment costs required solely in connection with the Work involved reflecting rented or leased or owned Equipment cost for individual construction Equipment or machinery whose replacement value is in excess of $1,000.00. Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such Equipment is or was transported to the site solely to perform the Work involved. All Equipment costs shall cease when the Equipment is no longer necessary to perform the Work involved. Payroll costs for craft labor operating the Equipment shall be as in subsection 11.4. Equipment costs shall be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of Work.

11.4.2.6 Rented or owned Equipment at the site, and not in actual use, shall be paid at the rates for rented Equipment, or on the basis of fifty percent (50%) of the rates for owned Equipment, respectively, as specified below. In no event shall the idle time claimed in a day exceed the established normal Working hours. Payments for idle Equipment shall come due only as long as the Equipment was idled solely by actions of COUNTY, and provided that the idle period exceeds that normally experienced for such Equipment.

11.4.2.7 Except as provided below, for Equipment rented or leased, CONTRACTOR shall be entitled to amounts based on negotiated rental or lease rates, but in no event shall the amounts allowed exceed an hourly rate based on the monthly rates, listed in the most current and most appropriate Rental Rate Blue Book (Blue Book) published by Dataquest, Inc. for the area where the Project is located (presently 3 volumes, relating to Equipment of various ages) divided by 176 hours per month. Rates for Equipment not included in the Blue Book shall be interpolated or extrapolated from the information contained therein. In addition to the rental or leasing rate, operating costs shall not exceed the estimated hourly operation rate in the Blue Book. For multiple shift Work, the allowable Equipment rate for second or third shifts shall not exceed fifty percent (50%) of the adjusted base rate.

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11.4.2.8 For Equipment rented or leased from lessor firms associated with or owned by CONTRACTOR, CONTRACTOR shall be entitled to reimbursement as though the Equipment was owned Equipment, as specified below.

11.4.2.9 For Equipment owned by CONTRACTOR, CONTRACTOR shall be entitled to costs based on billings established by his normal accounting practices, but in no event shall those costs exceed the maximum allowable costs for rented or leased Equipment.

11.4.2.10 Costs of special consultants who are not employees in the direct employ of CONTRACTOR or any of the Subcontractors or Suppliers, or special Subcontractors; provided that those costs are or were authorized by COUNTY prior to proceeding with the Work involved, and only if their activities are not covered by costs included under subsection 11.4, or are not excluded by subsection 11.9.

11.4.2.11 Sales, consumer, or similar taxes related to the Work involved, and for which CONTRACTOR is liable, royalty payments, and fees for permits and licenses, any of them related solely to the Work involved.

11.4.2.12 Deposits to be lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly to be employed by any of them or for whose acts any of them may be liable, related solely to the Work involved.

11.4.2.13 Increased costs of premiums for Bonds and Insurance resulting solely because of the Work involved.

11.5 Costs Covered by CONTRACTOR's Allowances.

11.5.1 Except as otherwise specifically provided in subsection 11.9, the cost of the Work involved shall not include any of the following costs, all of which are considered to be covered by CONTRACTOR's Allowances:

11.5.2 Payroll costs and other compensation of personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for management or administration of the Work, including, but not limited to, (a) CONTRACTOR's officers, executives, principals, general managers, Project managers, Project Managers, estimators, schedulers, detailers, claims consultants, attorneys, auditors, accountants, purchasing and contracting agents, expediters, and (b) resident superintendents, nonworking foremen, field engineers and architects, safety personnel, timekeepers, and clerks.

11.5.3 Expenses of CONTRACTOR's principal, branch and site offices and all field and home office overhead expenses of any nature except as authorized in writing by COUNTY prior to proceeding with the Work involved.

11.5.4 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work involved and charges for delinquent payments.

11.5.5 Costs due to the fault or negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to deposits to be lost, costs to correct Defective Work, disposal of Materials or Equipment wrongly supplied and making good any damage to property.

11.5.6 Market value of small tools used but not consumed which remain in the property of CONTRACTOR.

11.5.7 Costs associated with the preparation of Change Orders (whether or not ultimately authorized by COUNTY), or the preparation or filing of Contract Claims or other claims of any nature.

11.5.8 Expenses of CONTRACTOR associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings or unpaid retainage.

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11.5.9 Costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, Burden Fluctuation, total cost, or other similar formula based methods.

11.5.10 Costs of special consultants or attorneys, whether or not in the direct employ of CONTRACTOR, employed for services specifically related to the resolution of a Contract Claim, dispute, or other matter relating to the acceptability of the Work.

11.5.11 Other administrative expense or contingent costs of any kind, and the costs of any item not specifically and expressly included in Section 11.

11.6 CONTRACTOR Allowances for Changes to the Work. CONTRACTOR's allowances, which includes costs not directly chargeable under this Section, expenses itemized in subsection 11.5, and profit shall not exceed the following percentages of the various portions of the Work involved. The percentages for allowances are specific as to each identified cost element and are not layered or cumulative in effect. No other allowances in addition to these will be allowed.

Cost Element	Allowance for Additions	Allowances for Deletions
CONTRACTOR and Subcontractor labor per subsection 11.4.2.1. exclusive of the premium portion of craft labor	15%	(7.5)%
CONTRACTOR and Subcontractor Equipment and Materials per subsection 11.4.2.2.	15%	(7.5)%
Subcontractor costs resulting from direct Subagreement with CONTRACTOR per subsection 11.4.2.3.	5%	(2.5)%
Allowance for small tools and consumable per subsection 11.4.2.4. (percentage of direct labor)	2%	0%
CONTRACTOR and Subcontractor owned or rented Equipment per subsection 11.4.2.5.	15%	(7.5)%
CONTRACTOR and Subcontractor supplemental costs per subsection 11.4.2.9. premium portion of craft labor costs; and other authorized costs.	0%	0%

11.7 Unit Price Work.

11.7.1 Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each

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Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

11.7.2 CONTRACTOR shall promptly, after becoming aware of, and before proceeding with any significant quantities of affected Work, notify COUNTY in writing of any additional or reduced quantities for an item of Unit Price Work which will require a twenty percent (20%) or higher adjustment in the as-awarded quantity for that item or an increase in Contract Price greater than five percent (5%).

11.7.3 COUNTY reserves the right to notify CONTRACTOR in writing of any variation in quantities meeting the criteria established in this subsection.

11.7.4 Prior to Final Payment, or before the total amount paid exceeds the established Contract Price, an appropriate Change Order will be issued on the recommendation of ENGINEER, to adjust the estimated quantities for Unit Price Work and to correspondingly adjust the Contract Price.

11.7.5 If COUNTY determines that the additional or reduced quantities for an item of Unit Price Work justify an adjustment in the Unit Price, COUNTY shall authorize such an adjustment. No adjustment shall be provided under this subsection unless the variation between actual and estimated quantities for all Unit Price Work result in an increase or decrease in Contract Price by more than ten percent (10%). If COUNTY determines that the Unit Prices established in the Contract Documents are valid even for the additional or lower quantities, that decision shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within 7 days from receipt of such decision.

11.7.6 In re-evaluating Unit Prices contained in the Contract Documents, CONTRACTOR and COUNTY shall take into account increases or decreases in CONTRACTOR's supplemental and administrative costs for the performance of the Work solely as a result of the variation in quantities, as opposed to as a result of CONTRACTOR's fault or negligence, or bid estimate errors.

11.8 Cash Allowances. It is understood that when cash allowances are named in the Contract Documents CONTRACTOR has included in the Contract Price all allowances so named. CONTRACTOR shall cause the Work so covered to be within the limit of the allowances set forth in the Contract Documents. Upon Final Payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as the CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

11.9 Criteria for Determining Adjustments in Contract Time.

11.9.1 The criteria to be used to determine an adjustment in Contract Time necessitated by changes ordered or negotiated pursuant to these General Conditions or a Contract Claim, are limited to the following:

11.9.2 An extension in Contract Time will not be granted unless CONTRACTOR can demonstrate through an analysis of the Progress Schedule that the increases in the time to complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and his Subcontractors, Suppliers or other persons or organizations, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time. An adjustment in Contract Time will be based solely upon net increases in the time required for the performance or completion of parts of the Work controlling achievement of the corresponding Contract Time(s) at the time that the incident which causes the change occurs. However, even if the time required for the performance or completion of Controlling Work Items of the Work is extended, an extension in Contract Time will not be granted until performance or completion of the Controlling Work Items necessarily extends beyond the Contract Time in question despite CONTRACTOR's reasonable and diligent actions to guard against those effects. Examples of unforeseeable causes include: (1) acts of God or of the public enemy; (2) acts of COUNTY or ENGINEER in its sovereign or contractual capacity; (3) acts of the Government or another Public Entity in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the COUNTY,

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if not identified in the Contract; (5) fires, floods, epidemics, quarantine restrictions; (6) sink holes, archaeological finds; (7) strikes, freight embargoes; (8) unusually severe weather; (9) a case of differing physical conditions; and (10) unusually severe shortages of construction Materials from such causes as area-wide shortages, an industry-wide strike, or a natural disaster which affects all feasible sources of supply.

11.9.3 Notwithstanding any provisions in the Contract Documents to the contrary, an extension of Contract Time shall be the sole remedy of CONTRACTOR for any delay of any kind. The COUNTY's exercise of any of its rights under Section 10 and this Section regardless of the extent or number of the changes, or the COUNTY's exercise of its remedies of stopping the Work or requiring correction or re-execution of any defective Work shall not under any circumstances be construed as active or intentional interference with the CONTRACTOR's performance of the Work.

11.10 Waivers. The CONTRACTOR expressly waives recovery (1) of acceleration costs incurred as an alternative to an extension in Contract Time on account of delays not meeting the requirements for extensions in Contract Time or an adjustment in Contract Price; (2) of escalation costs for any part of the Work; and, (3) of any Contract Claim for an addition to the Contract Price when the CONTRACTOR fails to comply with the time requirements for notice or submittal of supporting data under these Contract Documents.

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SECTION 12 - SCHEDULES

12.1 Project and Submittal Schedules.

12.1.1 Types of Schedules

12.1.1.1 Project Schedule:

12.1.1.1.1 Project Schedule Definitions:

a) Work Items are the significant activities of the Project. There is no one "right way" to define Work Items for a given project, however all significant project activities must be identified in sufficient detail to track progress towards project completion.
b) Start Date and Finish Date are the dates a Work Item will begin and will be completed.
c) Duration is the length of time it takes for a Work Item to be completed, from Start Date to Finish Date.
d) Sequence is the order in which the Work Items must be completed. This includes Work Items that are done concurrently (at the same time), sequentially (must finish one before starting the next) or overlap (may start one before finishing the other).
e) Critical Path is the sequence of those Work Items whose durations determine the length of time needed to complete the entire project from start to finish.
f) Controlling Work Items are those Work Items on the Critical Path.
g) Float Time is the time a Work Item not on the Critical Path could be delayed without affecting the Critical Path.

12.1.1.1.2 CONTRACTOR shall prepare and submit for ENGINEER's review a time scaled Project Schedule. The Project Schedule shall show the sequence in which CONTRACTOR proposes to accomplish the Work Items (including procurement of Materials and Equipment) and shall clearly depict the order, interdependence, duration, and installation man-days by craft of each Work Item. The Project Schedule shall show all of the Work Items to be completed and the duration of the Critical Path leading to each substantial and final completion requirement. The duration of the Project Schedule's Critical Path shall comply with the Contract Time and shall meet the Contract Agreement's substantial and final completion requirements. The float time for each Work Item not on the critical path shall be depicted. At a minimum, a schedule diagram shall be submitted which is neatly lettered and legibly drawn to a time scale. The Project Schedule breakdown shall be by divisions of Work subdivided into areas or facilities in sufficient detail so that ENGINEER may readily evaluate CONTRACTOR's progress at any given time during the project and shall be arranged and itemized so ENGINEER can evaluate CONTRACTOR'S requests for progress payments.

12.1.1.1.3 CONTRACTOR shall include in the Project Schedule Work Item(s) clearly showing CONTRACTOR's coordination of all utility work at, or adjacent to, the Project site. These Work Item(s) apply to all utility work at the site; including all connections to existing utilities, removal, re-locations and adjustments (temporary and permanent) regardless of whether the work is performed by CONTRACTOR, the COUNTY's own forces or by others. The CONTRACTOR shall assign reasonable and realistic start and finish dates to utility relocation work item(s) and must include a mandatory 30 days minimum float time. The 30 days of float time for utility relocations must be clearly depicted on the Project Schedule. The COUNTY will not consider any Contract Time extensions related to utility coordination matters unless the utility related delays exceed the thirty (30) Days float time and extend the Critical Path of the Project Schedule.

12.1.1.2 Shop Drawing Schedule: CONTRACTOR shall prepare and submit to ENGINEER for review, a schedule of Shop Drawing and sample submissions. This schedule shall consist of a list of the submittals to be made over the course of the Project; anticipated and actual dates of submittal and return for both initial and resubmissions; and the anticipated dates of submittal approval so as not to delay the Project. The schedule shall allow for review and processing time by ENGINEER OF RECORD and ENGINEER.

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12.1.1.3 Manpower/Cash Flow Schedule: CONTRACTOR shall prepare and submit to ENGINEER for review with the Project Schedule, manpower charts and cash flow Projections contemplated or required by the schedule in a form acceptable to ENGINEER. Updated plan and actual expended manpower charts and cash flow Projections shall be submitted with each monthly or interim Project Schedule submission.

12.1.2 Submittal.

12.1.2.1 CONTRACTOR shall submit to the ENGINEER for ENGINEER's acceptance the initial Project Schedule within thirty (30) Days of the Notice To Proceed date.

12.1.2.2 CONTRACTOR shall enter on the Project Schedules the actual progress on a monthly basis, or at such intervals as requested by ENGINEER, and shall deliver to ENGINEER five (5) copies of the schedule documentation.

12.1.2.3 Updated Project Schedules are to be submitted with each Application for Payment. An Application for Payment shall not be paid until the schedule submittal, including cash flow projections, and any requested corrections or clarifications have been accepted by ENGINEER for inclusion into the Application for Payment. If additional updated schedules are requested by ENGINEER they are to be provided within seven days of the date of request, but do not constitute permission to submit additional Applications for Payment.

12.1.3 Review.

12.1.3.1 ENGINEER shall review schedule submittals. If, in the opinion of ENGINEER, the schedule (1) does not accurately reflect CONTRACTOR's actual progress or Work plan or, (2) is unreasonable or cannot be used to effectively evaluate CONTRACTOR's progress or, (3) is not in compliance with this Section and other appropriate sections of the Contract Documents, it will be returned to CONTRACTOR for corrections or clarification. CONTRACTOR shall make the necessary corrections and resubmit or shall respond in detail to ENGINEER's comments and request that the submittal be accepted without modification. Failure by CONTRACTOR to provide corrections or clarifications to schedule submittals as directed by ENGINEER shall constitute reason to withhold approval of any Application for Payment.

12.1.3.2 ENGINEER's review of schedule submittals shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has, in writing, called COUNTY's attention to each such variation at the time of submission and COUNTY has given written approval of each such variation; nor shall any approval by COUNTY or ENGINEER relieve CONTRACTOR from responsibility for compliance with any provision of the Contract Documents.

12.1.4 The Contract Time establishes the period and duration in which COUNTY expects the Work to be performed. Any schedule which shows completion ahead of the Contract Time shall include additional supporting data to explain the basis of the shorter time for performance. Submission by CONTRACTOR of any schedule indicating completion ahead of schedule shall not constitute an adjustment in Contract Time; however, CONTRACTOR may complete the Work ahead of the Contract Time and close out the Work as provided in the Contract Documents. The increased schedule flexibility represented in the shorter schedule shall allow the use of the increased schedule flexibility by the COUNTY. In any case COUNTY shall not be responsible for any costs, actual or anticipated, resulting from any delay to CONTRACTOR that prevents completion of any part or all of the Work unless it prevents completion by the Contract Time(s); nor shall the COUNTY be obligated to incur any additional costs for administration or inspection of the CONTRACTOR's voluntary accelerated Work. No Contract Claims for Contract Time or Contract Price shall be compensated to the CONTRACTOR for County delay, disruption, interference, inefficiency, constructive acceleration or other time impacts prior to the original Contract Time(s) for completion of the Work.

12.1.5 It is understood that revisions in the schedule are inherent in the nature of construction especially when the Work involves Underground Facilities and utilities. This may require that changes be made in the schedule to reflect the dynamic nature of the design and the Work. Actions by COUNTY, ENGINEER or

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ENGINEER OF RECORD that may affect the progress of any part or all of the Work shall make use of the flexibility in the Project Schedule, often expressed as schedule float or slack time, and that which may result from changes in the sequencing of individual Work items, to limit the impact of such actions. The flexibility in the Project Schedule shall not be limited by the inclusion of restraints, logic or imposed dates into the schedule that cannot be reasonably justified. Float or slack time is defined as the amount of time between the early start date and the late start date or the early finish date and the late finish date of any of the activities on the Project Schedule. Positive float or slack time is for the exclusive use or benefit of COUNTY. Positive float or slack time is owned and belongs to the COUNTY and must be used in the best interest of the public to assure timely completion of the Work. Therefore, any float or slack time shall be used to the maximum extent possible to offset: (1) unexpected delays which occur in connection with the Work; (2) acts of God; and (3) change actions initiated by the COUNTY including, but not limited to, unilateral Change Orders and acceleration orders.

12.1.6 After Substantial Completion, but prior to Final Payment, CONTRACTOR shall submit an as-built schedule. The schedule shall reflect (1) all as-built critical paths, (2) all contract activities, including all added activities, with their actual start and finish dates, (3) the actual number of separate Work days during which Work was performed on each activity, and (4) the actual number of man-days that were required to complete each activity.

12.1.7 It is expressly agreed that CONTRACTOR shall not be entitled to damages for any type of delay whatsoever under any circumstances and the CONTRACTOR expressly waives any increase in Contract Price or damages of any type on account of time impacts to the Project Schedule including, but not limited to, Contract Claims for delay, disruption, suspension, interference, inefficiency and constructive acceleration. It is further expressly agreed that the exclusive remedy for time impacts to the Project Schedule including, but not limited to, Contract Claims for delay, disruption, suspension, interference, inefficiency and constructive acceleration, will consist of Contract Time extensions under the terms of the Contract Documents and will exclude the CONTRACTOR's right to recover any time impact monetary damages of any nature from COUNTY. The parties agree that this no damages for delay clause applies to all damages or claims that may arise because of delay or acceleration of any nature experienced by CONTRACTOR, no matter how caused, because of acts or omissions of the COUNTY, the presence and operations of the COUNTY performing work with its forces, the work of utility contractors, or the work of others at the Project site; the COUNTY assumes no direct or vicarious liability for any losses and expenses incurred by CONTRACTOR. In the event that this subsection is found by a court of competent jurisdiction to be void or inapplicable, then CONTRACTOR shall compute all damage claims as provided in subsection 17.9 of these General Conditions.

12.1.8 Delays of Subcontractors, suppliers, materialmen, or others selected by CONTRACTOR or CONTRACTOR's Subcontractors, without regard to the tier or privity of contract between the CONTRACTOR and CONTRACTOR's Subcontractors, shall not be excusable to the CONTRACTOR and shall not be the basis of a Contract Claim for Contract Time or Contract Price by CONTRACTOR.

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SECTION 13 - WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE Work

13.1 Warranty and Guarantee. CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. The obligations of CONTRACTOR under this subsection shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

13.2 Access to Work. COUNTY, ENGINEER, ENGINEER OF RECORD, their representatives, testing agencies and governmental entities with jurisdiction shall be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 Tests and Inspections.

13.3.1 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests or observations by ENGINEER, ENGINEER OF RECORD, COUNTY or their agents may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

13.3.2 If any law, ordinance, rule, regulation, code or order of any public body, government entity or court having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all related costs, schedule related activities at appropriate times, and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs, in connection with any inspection or testing required in connection with COUNTY's or ENGINEER's acceptance of a proposed manufacturer, fabricator, supplier or distributor of Materials or Equipment proposed to be incorporated in the Work, or of Material or Equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation of the Work. All inspections, tests or approvals shall be performed by persons or organizations acceptable to COUNTY and ENGINEER.

13.3.3 The CONTRACTOR shall perform sufficient testing and inspection of the Work to support the Warranty and Guaranty requirements.

13.3.4 Neither observations by ENGINEER or COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

13.3.5 If any testing, inspection or approval under this subsection reveal Defective Work, CONTRACTOR shall not be allowed to receive any associated costs and COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs arising out of the Defective Work, including costs of repeated procedures, compensation for ENGINEER's and ENGINEER OF RECORD's services and other related costs.

13.4 Uncovering Work.

13.4.1 If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given ENGINEER timely written notice of CONTRACTOR's intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

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13.4.2 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, Material and Equipment. If it is found that such Work is Defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, any additional expenses experienced by the COUNTY due to delays to others performing additional Work, other contractual obligations, and attorneys' fees and COUNTY shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Work is not found to be Defective, and subsection 13.4.1 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a Contract Claim therefor as provided in Section 10.

13.5 Correction or Removal of Defective Work. CONTRACTOR shall promptly, without cost to COUNTY and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

13.6 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, COUNTY prefers to accept it, COUNTY may do so. In such case, if acceptance occurs prior to Final Payment, COUNTY shall be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. If the acceptance occurs after such Final Payment, an appropriate amount shall be paid by CONTRACTOR to COUNTY.

13.7 COUNTY May Correct Defective Work. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct Defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with this Section, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the Progress Schedule), COUNTY may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this subsection COUNTY shall proceed with reasonable promptness. To the extent necessary to complete corrective and remedial action, COUNTY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction Equipment and machinery at the site and incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere.

CONTRACTOR shall allow COUNTY, COUNTY's representatives, agents and employees such access to the site as may be necessary to enable COUNTY to exercise its rights under this subsection. All direct and indirect costs of COUNTY in exercising such rights shall be charged against CONTRACTOR in an amount documented by COUNTY, and COUNTY will be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, all corrective or replacement costs, compensation for additional professional services required and all costs of repair and replacement of property of others destroyed, impacted or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR shall not be allowed an increase in the Contract Price or the Contract Time because of any delay in the performance of the Work attributable to the exercise by COUNTY of COUNTY's rights hereunder.

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13.8 Warranty Period.

13.8.1 The Warranty Period shall commence on the date of Final Completion of the entire Work, or a later date if so specified in the Contract Documents , and extend until two (2) years after that date (or whatever longer period may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.)

13.8.2 If within the designated Warranty Period, the Work, or any part of the Work, is discovered to be Defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with COUNTY's or ENGINEER's written instructions, either correct that Defective Work, or if it has been rejected by COUNTY or ENGINEER, remove it from the site and replace it with non-Defective Work. If circumstances warrant it, including, but not limited to, in an emergency, COUNTY may have the defective Work corrected or the rejected Work removed and replaced. In that event, CONTRACTOR shall not be allowed to recover any associated costs, and he shall reimburse COUNTY for all direct, indirect and consequential costs of COUNTY, or COUNTY shall be entitled to issue a Change Order to incorporate an appropriate decrease in Contract Price if prior to Final Payment. COUNTY shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its Surety for damages and for corrections of any and all latent defects.

13.9 Extended Warranties and Guarantees.

13.9.1 COUNTY may at its sole discretion advance or defer the date of commencement of the Warranty Period, in which case CONTRACTOR shall maintain the warranties and guarantees in full force and effect until the revised date for commencement of the Warranty Period. If such advancement or deferral in the date for commencement of the Warranty Period causes an increase or decrease in the cost of the warranties and guarantees provided by CONTRACTOR, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in Sections 10 and 11.

13.9.2 In circumstances where COUNTY undertakes partial utilization of a portion of the Work which was specifically identified in the Contract Documents, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees CONTRACTOR shall receive no adjustment in Contract Price.

13.9.3 In special circumstances where CONTRACTOR fails to complete the Work or a separable portion of the Work within the corresponding Contract Time, including any authorized adjustments and COUNTY undertakes partial utilization, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees CONTRACTOR shall receive no adjustment in Contract Price.

13.10 Special Maintenance Requirements. In special circumstances where the Work, or a designated part, reaches Substantial Completion, but as provided in the Contract Documents, is not placed in continuous service until the commencement of the Warranty Period, CONTRACTOR shall maintain the Work, or designated part, in good order and in proper Working condition, provide suitable drainage, and take all other actions as are necessary for its protection during the period between the applicable Substantial Completion date and the date of commencement of the Warranty Period, and for such maintenance CONTRACTOR shall receive no adjustment in Contract Price. In the event that Work suffers loss or damage, however caused, CONTRACTOR shall rebuild, repair, restore, and make good without an increase in Contract Price all losses or damages to any portion of any Work and shall without an increase in Contract Price provide suitable drainage and erect such temporary structures and take all other actions as are necessary for its protection. Suspension of Work or the granting of an extension in Contract Time for any cause shall not relieve CONTRACTOR of his responsibility for the Work, or designated part, as specified in this subsection.

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13.11 Extended Warranty Period Due to Defective Work. Any Defective Work that is either corrected or rejected and replaced will be warranted and guaranteed for a period of two (2) years from the date of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Section 13. If within such extended Warranty Period, that Work is once again found to be Defective, COUNTY shall be entitled to all of COUNTY's rights and remedies under this Section.

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SECTION 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedules. The Contractor will not be entitled to receive a Progress Payment until the Progress Schedule is approved by the ENGINEER.

14.2 Application for Payment. Not later than the first day of each month, CONTRACTOR shall meet with ENGINEER to agree on quantities of Work completed and Materials on site to be used as the basis for an Application for Payment for the previous month. The COUNTY's Project manager shall review and approve a draft copy of the Application For Payment prior to ENGINEER and CONTRACTOR agreeing on the applicable figures. Using the agreed upon figures, ENGINEER shall generate the Application for Payment and deliver it to CONTRACTOR for completion and signature. CONTRACTOR shall submit the signed Application for Payment to ENGINEER, accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

14.2.1 On each Application for Payment, CONTRACTOR shall (1) list the name and address of each of its Subcontractors and Suppliers who have performed Work or provided supplies or Material during the time period of Work reflected by the Application; (2) submit certified payroll sheets for his own forces and all Subcontractors for the month preceding this application; and, (3) submit a monthly updated Progress Schedule including cash flow projections. After the first Application for Payment, CONTRACTOR shall include an affidavit stating that all previous progress payments received on account of the Work have been applied (1) to discharge CONTRACTOR's obligations and (2) to pay in full (less retainage) all amounts owed to its Subcontractors and Suppliers reflected in prior Applications for Payment. CONTRACTOR shall on the Application for Payment form note and explain when it has not discharged its obligations or paid in full (less retainage) all amounts owed as stated above.

14.2.2 The CONTRACTOR shall submit partial releases of liens from all Subcontractors and Suppliers in a form satisfactory to the COUNTY, prior to processing any Pay Applications.

14.2.3 Neither COUNTY or ENGINEER is under any duty or obligation whatsoever to any Subcontractor, Supplier, laborer or any other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made.

14.3 Stored Materials.

14.3.1 COUNTY may, at its sole option, pay an amount equal to ninety percent (90%) of the value of Materials and Equipment not incorporated into the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. In no event shall payments for Materials and Equipment stored on site exceed ninety percent (90%) of the value of the related cost for the specific item of Work shown in the schedule of values regardless of the stated value of the Material or Equipment. COUNTY may, at its sole option, pay an amount equal to ninety percent (90%) of the value of Materials and Equipment not incorporated into the Work and stored off site. When payment to CONTRACTOR is made for stored Material and Equipment, CONTRACTOR shall submit invoices marked paid by the Supplier with the Application for Payment following payment to CONTRACTOR documenting that CONTRACTOR has paid for said Materials and Equipment or the previously paid amount shall be deducted from remaining payments or retainage for stored Materials and Equipment not so properly documented.

14.3.2 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but delivered and suitably stored at the site or at a bonded warehouse, the Application for Payment shall be accompanied by such data, satisfactory to COUNTY, as will establish COUNTY's title to the Material and Equipment and protect COUNTY's interest therein, including applicable insurance. In no event shall the quantity of Material and Equipment submitted for payment be in excess of the actual final installed quantity. COUNTY may deduct from the final Application for Payment amounts paid CONTRACTOR for Material and Equipment not finally installed in the Work.

14.3.3 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but stored off site, the CONTRACTOR shall store all off site Materials and Equipment in a bonded warehouse. The shipping yards of manufacturers or suppliers are not suitable off site storage sites.

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14.3.4 Without limitation, the CONTRACTOR shall assume all risk of loss and be solely responsible for all stored Materials and Equipment on-site, off-site stored in bonded warehouses including, but not limited to, stored Materials paid under prior Applications For Payment.

14.4 CONTRACTOR's Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work, Materials and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to COUNTY at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

14.5 Review and Payment.

14.5.1 ENGINEER must approve all Applications For Payment prior to recommending payment to the COUNTY. Applications For Payment shall be processed in accordance with Chapter 218, Part VII "Florida Prompt Payment Act" including all applicable provisions for Engineer's review time.

14.5.2 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on on-site observations of the Work in progress and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that the Work has progressed to the point indicated; that to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project prior to or upon Substantial Completion; to the results of any subsequent tests called for in the Contract Documents; or to any qualifications stated in the recommendation) and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, ENGINEER will not thereby be deemed to have represented that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, Materials or Equipment has passed to COUNTY free and clear of any lien.

14.5.3 ENGINEER may refuse to recommend the whole or any part of any payment if, in its opinion, it would be incorrect to make such representations to COUNTY. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect COUNTY from loss or anticipated loss because: (1) the Work is Defective, or completed Work has been damaged requiring correction or replacement or, (2) written Contract Claims have been made against COUNTY or Liens have been filed in connection with the Work or, (3) the Contract Price has been reduced because of Change Order or, (4) COUNTY has been required to correct Defective Work or complete the Work or, (5) of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents or, (6) of CONTRACTOR's failure to make payment to Subcontractors, Suppliers or for labor,or (7) of CONTRACTOR's failure to provide acceptable schedule submittals for inclusion into the Application for Payment or, (8) of CONTRACTOR's failure to properly maintain and submit with Application for Payment Record Documents.

14.6 Retainage.

14.6.1 The value of each Application for Payment shall be equal to the total value of the Work performed to date, less an amount retained in accordance with Chapter 255.078, "Public Construction Retainage" and Chapter 218.735, Part VII "Florida Prompt Payment Act", and less payments previously made and amounts withheld in accordance with the Contract Documents.

14.6.2 Retainage under the Contract Documents is held by COUNTY as collateral security to assure completion of the Work.

14.7 Overpayment. Any overpayment by COUNTY to CONTRACTOR shall be promptly repaid to COUNTY upon demand.

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14.8 Final Application for Payment.

14.8.1 After CONTRACTOR has completed all corrections to the satisfaction of COUNTY and ENGINEER as verified by Final Inspection and delivered all maintenance and operating instructions, schedules, guarantees, warranties, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents and acceptable to COUNTY, and after ENGINEER has indicated that Work is acceptable, CONTRACTOR may make application for Final Payment following the procedure for Applications for Payment.

14.8.2 The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waiver (satisfactory to COUNTY) of all Liens and Contract Claims arising out of or filed in connection with the Work. In lieu thereof and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full with an affidavit of CONTRACTOR that the releases and receipts include all labor, services, Material and Equipment for which a Lien or Contract Claim could be filed, and that all payrolls, Material and Equipment bills and other indebtedness in connection with the Work for which COUNTY might in any way be responsible, have been paid or otherwise satisfied. COUNTY shall require consent of the Surety to Final Payment.

14.9 Final Payment and Acceptance.

14.9.1 If, on the basis of ENGINEER's observations of the Work during construction and Final Inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of its obligations under the Contract Documents, ENGINEER will, within twenty days after receipt of the final Application for Payment, indicate in writing its recommendation of payment and present the Application to COUNTY for payment. Thereupon ENGINEER will give written notice to COUNTY and CONTRACTOR that the Work is acceptable. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend Final Payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, COUNTY shall, within twenty days after receipt from ENGINEER, pay CONTRACTOR the amount due giving consideration to the recommendations of ENGINEER, but not being bound thereby.

14.9.2 After receipt of the ENGINEER's written notice that the Work is acceptable and prior to Final Payment, CONTRACTOR shall submit an affidavit, in a form acceptable to COUNTY, certifying that the Bonds and insurances required under Section 5 are in effect and will not be allowed to expire for the required period of time.

14.10 Waiver of Claims.

14.10.1 The making and acceptance of Final Payment shall constitute:

14.10.2 A waiver of all claims by COUNTY against CONTRACTOR, except claims arising from unsettled liens, from Defective Work appearing after final inspection, from fraud or gross negligence or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein or the terms of any Bonds; however, it shall not constitute a waiver by COUNTY of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.10.3 A waiver of all Contract Claims, requests for equitable adjustment or claims of any nature by CONTRACTOR against COUNTY, ENGINEER, and ENGINEER of RECORD.

14.11 COUNTY's Obligations.

14.11.1 In no event shall any interest be due and payable to CONTRACTOR on any of the sums retained by COUNTY pursuant to any of the terms or provisions of any of the Contract Documents.

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14.11.2 Any provision to the contrary notwithstanding, COUNTY shall not be obligated to make any payment to CONTRACTOR and may withhold partial payments if any one or more of the following conditions exists: (1) COUNTY has reason to believe CONTRACTOR is in default of any of its obligations or otherwise is in default under any of the Contract Documents; (2) Any part of such payment is attributable to Work which is Defective; (3) CONTRACTOR has failed to make payments promptly to Subcontractors and Suppliers or for labor and Material for which COUNTY has made payment to CONTRACTOR; (4) If COUNTY, in its good faith judgment, determines that the portion of the Contract Price remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents; (5) CONTRACTOR has failed to maintain progress of the Work in accordance with the Progress Schedule or CONTRACTOR has failed to meet an interim completion date or the Substantial or Final Completion Date.

14.12 Partial Utilization.

14.12.1 Use by COUNTY of completed portions of the Work may be accomplished at the option of COUNTY prior to Substantial Completion of all the Work subject to the following:

14.12.1.1 COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any part of the Work which COUNTY believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR shall certify to COUNTY that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and ENGINEER in writing when CONTRACTOR considers that a portion of the Work which has been identified in the Contract Documents as eligible for Partial Utilization is substantially complete. Within a reasonable time thereafter, COUNTY, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to COUNTY and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, and attaching a list of minor items as to that part of the Work to be completed or corrected before Final Payment.

14.12.1.2 Prior to issuing a certificate of Substantial Completion as to part of the Work, ENGINEER will deliver to COUNTY and CONTRACTOR a written recommendation as to the division of responsibilities pending Final Payment between COUNTY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance and the Warranty Period for that part of the Work. COUNTY shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items described above.

14.12.1.3 In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, COUNTY may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, COUNTY and CONTRACTOR have agreed in writing as to the division of responsibilities between COUNTY and CONTRACTOR for security, operations, safety, maintenance, Warranty Period, utilities and insurance with respect to such facility. During such utilization and prior to Substantial Completion of that portion of the Work, COUNTY shall allow CONTRACTOR reasonable access to complete or correct items and to complete other related Work.

14.13 Substantial Completion.

14.13.1 When CONTRACTOR considers the entire Work to have progressed to the point where it is substantially complete, CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete, submit to ENGINEER all operation and maintenance manuals and instructions and spare parts required by the Contract Documents, and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, COUNTY, CONTRACTOR and ENGINEER

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shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. CONTRACTOR shall then accomplish the requisite Work and then recertify that the entire Work is substantially complete. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to CONTRACTOR and COUNTY a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items (which should be minor in scope and nature) to be completed or corrected before Final Payment. CONTRACTOR shall continue to be responsible for maintaining the Work until the date of certification of Substantial Completion, or longer if so required by the Contract Documents.

14.13.2 After the date of Substantial Completion, COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the list attached to the Certificate of Substantial Completion.

14.14 Final Inspection. Upon written notice from CONTRACTOR that the minor items described in the list attached to the Certificate of Substantial Completion have been completed, ENGINEER will make an inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of the results of this inspection as to the items of the Work that appear to be incomplete, non-conforming or Defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies, and notify ENGINEER upon completion. The Final Inspection by ENGINEER with COUNTY and CONTRACTOR will verify completion of all items.

14.15 CONTRACTOR's Continuing Obligation. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or Final Payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by COUNTY to CONTRACTOR nor any Partial Utilization by COUNTY nor any act of acceptance by COUNTY nor any failure to do so, nor any review and approval of the Shop Drawings or samples, nor any review of a Progress Schedule, nor the issuance of a notice of acceptability by ENGINEER, nor any correction of Defective Work by COUNTY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents except as provided in a waiver of Contract Claims at the time of making and acceptance of Final Payment.

14.16 Deleted Work. The COUNTY shall have the right to cancel the portions of the Agreement relating to the construction of any item therein by the payment to the CONTRACTOR of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by order of the ENGINEER.

14.17 Partial Payments.

14.17.1 General. The CONTRACTOR will receive partial payments on monthly estimates based on the amount of Work done or completed (including delivery of certain Materials, as specified herein). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment. The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the Unit Prices, less an amount retained and less payments previously made.

14.17.2 Withholding Payment for Defective Work. Should any defective Work or Material be discovered prior to the Final Acceptance, or should a reasonable doubt arise prior to Final Acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes for doubt removed.

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SECTION 15 - SUSPENSION OF WORK AND TERMINATION

15.1 COUNTY May Stop the Work. If the Work is Defective and the CONTRACTOR has been notified by ENGINEER or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Maintenance of Traffic requirements of the Contract Documents, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or suitable Materials or Equipment, or if CONTRACTOR fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt,or if CONTRACTOR fails to prosecute the Work without endangering persons or property, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through ENGINEER or by COUNTY. This right of COUNTY to stop the Work shall not give rise to any duty on the part of COUNTY or ENGINEER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of engineers, attorneys and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. COUNTY shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

15.2 Suspension for Convenience.

15.2.1 Without invalidating the Contract Documents, and without notice to any surety, COUNTY may, at any time, order CONTRACTOR in writing to stop, delay or interrupt Work for such a period of time as COUNTY may deem appropriate. Upon receipt of that order, CONTRACTOR shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.

15.2.2 If any suspension of Work under this subsection causes an increase or decrease in CONTRACTOR's cost or the time required to perform or complete any part of the Work, COUNTY shall make a change in Contract Price or Contract Time, as provided in Section 10 and 11; except that no change in Contract Price or Contract Time will be made for any suspension of Work to the extent that performance would have been suspended anyhow by causes not meeting the criteria in Section 11, or for which an adjustment is provided or excluded under any other provision of the Contract Documents.

15.3 Termination for Cause.

15.3.1 COUNTY may upon the occurrence of any one or more of the following events terminate the services of CONTRACTOR:

15.3.1.1 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.3.1.2 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.3.1.3 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled Workers, sufficient supervisory personnel, or suitable Materials or Equipment or failure to adhere to the Progress Schedules);

15.3.1.4 If CONTRACTOR discontinues prosecution of the Work or any portion thereof;

15.3.1.5 If CONTRACTOR allows any final judgment against it to remain unsatisfied for a period of ten days;

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15.3.1.6 If CONTRACTOR disregards laws, policies, court orders, or administrative directives, etc. of any governmental body, agency or court having jurisdiction;

15.3.1.7 If CONTRACTOR disregards the authority of ENGINEER;

15.3.1.8 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents; or

15.3.1.9 If CONTRACTOR fails to promptly pay Subcontractors, Suppliers, Materialmen, Laborers, etc.

15.3.2 As it is recognized that if CONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of its insolvency, such could impair or frustrate CONTRACTOR's performance of the Work, therefore it is agreed that upon occurrence of any such event, COUNTY shall be entitled to request CONTRACTOR or its successor to provide adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to provide said adequate assurance within seven (7) days of the delivery of the request shall entitle COUNTY to terminate CONTRACTOR. In all events pending receipt of adequate assurance of performance and actual performance in accordance herewith, COUNTY shall be entitled to proceed with the Work with its own forces or with their contractors on a time and Material or other appropriate basis the cost of which will be back charged against CONTRACTOR. COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

15.3.3 COUNTY may, after giving CONTRACTOR and Surety seven (7) days written notice, and to the extent permitted by laws and regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction Equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as COUNTY may deem expedient. CONTRACTOR shall assign all of its interest in any or all Subagreements to COUNTY upon COUNTY's request. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs including costs for appellate proceedings) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY. If CONTRACTOR leaves the site at any time during the seven day period, COUNTY shall have the right to secure the site to protect the property from damage and to insure the health and safety of the public.

15.3.4 Notwithstanding the above notice period, in the event of an emergency, the COUNTY may take over the site and perform any or all of the activities set out above immediately. COUNTY shall provide notice of such takeover within 24 hours after its occurrence.

15.3.5 Where CONTRACTOR's services have been terminated by COUNTY, the termination shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment due CONTRACTOR by COUNTY will not release CONTRACTOR from liability.

15.3.6 COUNTY may, at its sole discretion, permit CONTRACTOR to continue to perform Work when CONTRACTOR is in default, however caused. Such a decision by COUNTY shall in no way operate as a waiver on the part of COUNTY of any of its rights under the Contract Documents.

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15.4 Termination for Convenience.

15.4.1 COUNTY may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part at any time for its convenience by giving CONTRACTOR and Surety seven (7) days written notice. COUNTY shall have the right, in that event, to take over any or all of CONTRACTOR's Materials, (whether stored on or off site) supplies, Equipment, Subagreements or other obligations to complete the Work and CONTRACTOR shall assign them to COUNTY upon COUNTY's request. CONTRACTOR shall proceed to complete any part of the Work, as directed by COUNTY, and shall settle all its Contract Claims and obligations under the Agreement.

15.4.2 In any such termination for the convenience of COUNTY, CONTRACTOR shall be paid for Work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses overhead and profit on uncompleted Work and any type of wrongful termination damages. CONTRACTOR shall justify its Contract Claims as requested by COUNTY with thorough, accurate records and data.

15.4.3 If, after notice of Termination for Cause of CONTRACTOR, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of COUNTY. In such event CONTRACTOR may recover from COUNTY payment in accordance with subsection 15.4.2.

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SECTION 16 - VALUE ENGINEERING INCENTIVE

16.1 Intent and Objective. This Section applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the Work. This Section does not, however, apply to any such proposal unless it is identified by the CONTRACTOR, at the time of its submission to the COUNTY, as a proposal submitted pursuant to this Section.

16.1.1 VECPs contemplated are those that would result in net savings to the COUNTY by providing either: (A) a decrease in the cost of performance of the Work, or; (B) a reduction in cost of ownership (hereinafter referred to as collateral costs) of the Work, regardless of acquisition costs. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the submittal of VECPs where the required functions and characteristics could be combined, reduced or eliminated as being nonessential or excessive. Plan errors which are identified by the CONTRACTOR and which result in a cost reduction, will not qualify for submittal as a VECP.

16.1.2 The COUNTY reserves the right to reject at its discretion any VECP submitted which proposes a change in the design of the pavement system or which would require additional right-of-way. Substitution of another design alternate, which is detailed in the Plans, for the one on which the CONTRACTOR bid, will not be allowed under this Section. Pending execution of a formal supplemental agreement, implementing an approved VECP, the CONTRACTOR shall remain obligated to perform in accordance with the terms of the existing Agreement. No time extensions will be granted due to the time required to review a VECP.

16.2 Subcontractors. The CONTRACTOR is encouraged to include the provisions of this Section in contracts with subcontractors. The CONTRACTOR shall encourage submission of VECPs from subcontractors, however, it is not mandatory that VECPs be submitted nor is it mandatory that the CONTRACTOR accept or transmit to the COUNTY VECPs proposed by his subcontractors.

16.3 Data Requirements. As a minimum, the following information shall be submitted by the CONTRACTOR with each VECP:

(1) A description of the difference between the existing requirements and the proposed change, and the comparative advantages and disadvantages.

(2) Separate detailed cost estimates for both the existing requirements and the proposed change. The cost estimates shall be broken down by item numbers indicating quantity increases or decreases and deleted pay items. Additional proposed Work, now covered by the Contract Documents, shall be identified by current COUNTY pay item numbers. In preparing the estimates, the CONTRACTOR shall include overhead, profit and bond. No separate pay item(s) for these costs will be allowed.

(3) An itemization of plan details, plan sheets, design standards and Specifications that must be changed or added if the VECP is adopted. Preliminary plan drawings must be sufficient to describe the proposed changes.

(4) An estimate of the effects the VECP would have on collateral costs to the COUNTY.

(5) Engineering or other analysis in sufficient detail to identify and describe specific features of the Contract Documents which must be changed if the VECP is accepted, with a proposal as to how these changes can be accomplished and an assessment of their effect on other Project elements. The COUNTY may require that engineering analyses be performed by a prequalified consultant in the applicable class of Work. Any design changes which result from the VECP must be supported by computations sealed by a Professional Engineer registered in the State of Florida.

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(6) A statement of the time by which approval of the VECP must be issued by the COUNTY to obtain the total estimated cost reduction during the remainder of this Agreement, noting any effect on the Agreement completion time or delivery schedule.

16.4 Processing Procedures. Two copies of each VECP shall be submitted, one to the ENGINEER, or his duly authorized representative, and one to the COUNTY. VECPs will be processed expeditiously; however, the COUNTY will not be liable for any delay in acting upon a VECP submitted pursuant to this Section. The CONTRACTOR may withdraw, in whole or in part, a VECP not accepted by the COUNTY within the period specified in the VECP. The COUNTY shall not be liable for any VECP development cost in the case where a VECP is rejected or withdrawn. The ENGINEER shall be the sole judge of the acceptability of a VECP and of the estimated net savings in construction and/or collateral costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Bid prices if, in the judgment of the ENGINEER, such prices do not represent a fair measure of the value of Work to be performed or to be deleted. Prior to approval, the ENGINEER may modify a VECP, with the concurrence of the CONTRACTOR, to make it acceptable. If any modification increases or decreases the net savings resulting from the VECP, the CONTRACTOR's fair share will be determined upon the basis of the VECP as modified and upon determination of final quantities. The net savings shall be computed by subtracting the revised total cost of all bid items affected by the VECP design from the total cost of the same bid items as represented in the Contract Documents. Prior to approval of the VECP, which initiates the supplemental Agreement, the CONTRACTOR shall provide acceptable contract quality Plan sheets revised to show all details consistent with the VECP design.

16.5 Computations for Change in Contract Cost of Performance. CONTRACTOR development and implementation costs for the VECP will not be recoverable. If the VECP is adopted, the CONTRACTOR's share of the net savings as defined hereinafter shall be considered full compensation to the CONTRACTOR for the VECP. COUNTY costs of processing or implementation of a VECP will not normally be considered in the estimate. However, the COUNTY reserves the right, where it deems such action appropriate, to require the CONTRACTOR to pay the COUNTY's cost of investigating and implementing a VECP submitted by the CONTRACTOR as a condition of considering such proposal. Where such a condition is imposed, the CONTRACTOR shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the COUNTY to deduct amounts payable to the COUNTY from any monies due or that may become due to the CONTRACTOR under the Agreement.

16.6 Computations for Collateral Costs. When collateral cost savings are sought by the CONTRACTOR, separate estimates must be prepared for collateral costs of both the existing Agreement requirement and the proposed change. Each estimate shall consist of an itemized breakdown of all costs and the basis for the data used in the estimate. Cost benefits to the COUNTY include, but are not limited to: reduced costs of operation, maintenance or repair, and extended useful service life. Increased collateral costs include the converse of such factors. Computations shall be as follows:

(1) Costs shall be calculated over a 20-year period on a uniform basis for each estimate.

(2) If the difference in the estimates as approved by the COUNTY indicate a savings, the CONTRACTOR shall divide the resultant amount by 20 to arrive at the average annual net collateral savings. The resultant savings shall be shared as stipulated in subsection 16.7.

16.7 Sharing Arrangements. If a VECP is approved by the COUNTY, the CONTRACTOR may be entitled to share in both construction savings and collateral savings to the full extent provided for in this subsection. Except for innovative ideas, the CONTRACTOR and COUNTY shall each receive 50 percent of net reduction in the cost of performance of this Agreement. For innovative ideas, the reduction in the cost of performance shall be shared as follows:

Accrued Net Savings	CONTRACTOR's Share %	COUNTY's Share %
Less than $25,000	100	0

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$25,000 to $50,000	75	25
Over $50,000	50	50

If an approved change is identical or similar to a previously submitted VECP or an idea previously utilized by the COUNTY it will not be considered an innovative idea, thus, will only qualify for a 50 percent sharing of savings. When collateral savings occur, the CONTRACTOR shall receive 20 percent of the average one year's net collateral savings. The CONTRACTOR shall not receive construction savings or collateral savings on optional Work listed in this Agreement until the COUNTY exercises its option to obtain that Work.

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SECTION 17 - MISCELLANEOUS

17.1 Giving Notice

17.1.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given as of the time of actual delivery if delivered in person; or if it is delivered by registered mail, at the actual time of delivery.

17.1.2 Written notice to be delivered to COUNTY or ENGINEER or to any of its representatives by CONTRACTOR shall be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by COUNTY or ENGINEER shall be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.

17.2 Notice to Other Agencies. CONTRACTOR shall notify all public and private entities or agencies in accordance with any and all ordinances, laws, agreements, licenses, and any other directions of construction activity, disruption of access or services. COUNTY or ENGINEER shall not be responsible for any such notification.

17.3 Computation of Time. When any period of time is referred to in the Contract Documents by Days, it shall be computed to include the first and the last Day of such period. If the last Day of any such period falls on a Saturday or Sunday or on a Holiday, such Day shall be omitted from the computation.

17.4 Claims for Injury or Damage to Person or Property. Should COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.5 No Conflict with Laws or Regulations.

17.5.1 The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

17.5.2 The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

17.5.3 Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.

17.6 Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

17.7 No Waiver of Rights, Duties.

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17.7.1 Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the COUNTY, ENGINEER, COUNTY's Representative(s), or CONTRACTOR on one or more occasions shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence of any breach thereunder.

17.7.2 All representations, indemnities, warranties and guarantees required by the Contract Documents, including the Warranty Period shall survive Final Payment and termination or completion of the Agreement.

17.8 Advertising. No advertising shall be permitted upon any part of the site or structures located on the site. News or press releases pertaining to the services, Work product(s), or performance of CONTRACTOR under the Contract Documents or the Project to which it relates shall be at the sole discretion of COUNTY.

17.9 Recovery of Damages. In no event shall CONTRACTOR be entitled to recover from COUNTY any indirect, incidental, or consequential damages in any proceeding arising out of or relating to this Agreement or breach thereof. In the event that subsection 12.1.7 is found by a court of competent jurisdiction to be void, inapplicable or in the event that subsequent legislation renders such provisions void or inapplicable, then no formula based or total cost approaches including, but not limited to, the Eichleay, Allegheny, Burden Fluctuation or other similar formula based methods shall be used to compute damages. CONTRACTOR shall base all damage claims upon Cost and Pricing Data at the time of the occurrence of the event upon which the damage claims are based.

17.10 Recovery of Interest. Any prejudgment or postjudgment interest assessed against either party to this Agreement shall be assessed at the rate provided by Florida law or four percent (4%) per annum, whichever is less.

17.11 Notice of Claims. The contractual limitations periods for filing Contract Claims or other claims for increases in Contract Price, Contract Time, or any other claim of any nature set forth in the Contract Documents shall be controlling. However, in the event that no limitations periods is established in the Contract Documents for the specific type of claim asserted then, the parties agree that all such claims shall be made in writing with complete supporting documentation to the persons designated to receive such claims (CONTRACTOR's Superintendent, ENGINEER and COUNTY's Purchasing Manager) no more than 7 days after the occurrence of the event giving rise to any such claim, or else any such claim shall be waived and deemed invalid.

17.12 Waiver of Jury Trial. The parties expressly waive any right to jury trials under Florida law.

17.13 Attorney Fees. The parties expressly agree that each party shall be solely responsible for their own attorney's fees and costs incurred in any negotiation, use of the COUNTY's Contract Claims procedures, or litigation related to or arising out of these Contract Documents.

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SECTION 18 - MEASUREMENT AND PAYMENT

18.1 Measurement of Quantities.

18.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract Documents shall be measured, by the ENGINEER, according to United States Standard Measures.

18.1.2 Method of Measurements: Unless otherwise provided by in the Specifications for the particular items involved, all measurements shall be taken horizontally or vertically.

18.1.3 Determination of Pay Areas:

18.1.3.1 In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be determined by calculation, the lengths or widths to be used in the calculations shall be the station to station dimensions shown on the Plans; the station to station dimensions actually constructed within the limits designated by the ENGINEER; or the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by the ENGINEER. The method or combination of methods of measurement shall be those which will reflect with reasonable accuracy the actual surface area of the finished Work as determined by the ENGINEER.

18.1.3.2 In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the Plan quantity, the final pay quantity shall be the plan quantity subject to subsection 18.3.2. Generally the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown in the Plans.

18.2 Scope of Payments.

18.2.1 For any item of Work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, the Unit Price (or lump sum price) for the pay item or items shall include all labor, Equipment, Materials, tools, overhead expenses, profit, and incidentals required for the complete item of Work, including all requirements of the section specifying such item of Work, except as specifically excluded from such payments.

18.2.2 If the Bid Form contains a bid item price for mobilization, partial payments will be made therefor in accordance with the following:

Percent of Original Contract	Allowable Percent of the Lump Sum
5	25
10	50
25	75
50	100

Partial payments for any project will be limited to 10 percent of the original contract amount for that project. Any remaining amount will be paid upon completion of all work on the project.

18.3 Compensation for Altered Quantities.

18.3.1 Whenever any change or combination of changes in the Plans, including changes outside the original limits of the Project, results in an increase or decrease in the original contract quantities, and the Work added or eliminated is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original contract Unit Prices for the actual quantities of Work done, and no allowance will be made for any loss of anticipated profits because of increases or decreases in quantities.

18.3.2 Payment Based on Plan Quantity.

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18.3.2.1 Where the pay quantity for any item is designated to be the original plan quantity, such quantity will be revised only in the event that it is determined to be substantially in error. An error shall be deemed substantial if the quantity will increase or decrease in excess of five percent of the original plan quantity for that item or the amount due for that item will increase or decrease in excess of $500 (whichever is smaller). In general, such revisions will be determined by final measurement or plan calculations or both as additions to or deductions from plan quantities. In the event either the COUNTY or the CONTRACTOR contends that the plan quantity for any item is in error and additional or less compensation is thereby due, he shall submit, at his own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The plan quantity will not be revised solely on the basis of a particular method of construction selected by the CONTRACTOR. For earthWork items, any significant differences in the original ground surfaces from that shown in the original plan cross sections which would result in an adjustment to the plan quantity, must be noted by the CONTRACTOR and properly documented by appropriate level notes, acceptable to both the CONTRACTOR and the COUNTY, prior to disturbance of the original ground surface by construction operations to the extent that the original ground surface elevations in question cannot be documented. Any Contract Claim based upon significant differences in the original ground surface must be supported by documentation as provided above. A significant difference in the earthWork surface is defined as a consistent difference in elevation, either up or down, averaging in excess of 0.3 foot over a length of 500 feet in any one area, or an equivalent volume in any individual roadway area of a lesser distance.

18.3.2.2 Where the pay quantity for any item is designated to be the original plan quantity and a plan change which results in an increase or decrease in the quantity of that item is authorized, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for the item in excess of $100. In general, such revisions will be determined by final measurement or plan calculations or both.

18.3.2.3 The limitations set out in subsections 18.3.2.1 and 18.3.2.2 do not apply:

(1) Where these Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness.

(2) Where the Specifications provide for a deduction due to test results falling outside of the allowable Specification tolerances.

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SECTION 19 - CONTRACT CLAIMS RESOLUTION

19.1 Purpose. The purpose of this Section is to provide a cooperative team building dispute resolution process for payment of monetary obligations and provision of time extensions under the Contract Claim provisions of the Contract Documents. The team building approach to dispute resolution provided in this Section is intended to complement other requirements imposed by the Contract Documents and is not intended to create duties or obligations not otherwise imposed by law or these Contract Documents. The parties remain responsible for performance of all obligations imposed under these Contract Documents. At all times during the time that any Contract Claim is pending and in the process of being resolved or decided, the CONTRACTOR shall proceed diligently with the Work so as to achieve completion of the Work within the Contract Time.

19.2 Administrative Forum. The parties agree that all Contract Claims arising under the Contract Documents shall be submitted for alternative dispute resolution under Section 3.55, Seminole County Administrative Code or successor provisions. CONTRACTOR agrees that the submission of Contract Claims during performance of the Work provides an efficient dispute resolution procedure and that resolution of disputes by the COUNTY's Purchasing Manager and the COUNTY's Appeal Committee or their designees provide adequate remedies. The CONTRACTOR agrees that the status of hearing officers as COUNTY employees does not violate public policy or deny due process under Section 3.55, Seminole County Administrative Code or successor provisions. The CONTRACTOR, by executing the Contract Documents, expressly agrees to resolve disputes under the COUNTY's Contract Claims procedures.

19.3 Contract Claims Procedure. Contract Claims procedure shall comply with the requirements of the Seminole County Purchasing Code & Procedures. The parties agree to voluntarily exchange information and documents necessary for resolution of the Contract Claim. The hearing officers (Purchasing Manager or Appeal Committee) under the Seminole County Purchasing Code & Procedures, shall have the right to make written requests to the COUNTY staff, ENGINEER, ENGINEER of RECORD, and CONTRACTOR at any time for additional information and documents needed to render a decision. The parties agree that persons required to render decisions under the procedures described in Section 3.5540 of the Seminole County Administrative Code shall not be required to render written decisions until Substantial Completion of the Work has been accomplished and the parties expressly waive the time periods for written decisions by the COUNTY's Purchasing Manager and Appeal Committee. In the event that CONTRACTOR appeals any decision of the Purchasing Manager under Seminole County Code, CONTRACTOR agrees to identify specific exceptions to the Purchasing Manager's decision including specific identification of the provisions of the Contract Documents relied upon. General assertions that the Purchasing Manager's decision is contrary to provisions of the Contract Documents, law, or fact are not sufficient. The CONTRACTOR recognizes and accepts the Seminole County Code requirements for posting an appeal bond.

19.4 Resolution of Contract Time and Contract Price Disputes. Contract Claims related to Contract Time under the Contract Documents provide for extensions of the Contract Time as the sole and exclusive remedy of CONTRACTOR. As to Contract Claims related to Contract Time or Contract Price disputes under the Contract Documents, the parties agree to exhaust all prescribed options under Section 3.55 of the Seminole County Administrative Code and the COUNTY's Contract Claims procedures prior to filing suit or otherwise pursuing legal remedies. The parties agree that they will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY's alternative dispute resolution procedures of which the parties had knowledge and failed to present during the COUNTY's Contract Claims procedures.

19.5 In the event that the COUNTY's Contract Claims process is exhausted then, as a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party serving a written request for the same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select a mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The cost of mediation shall be split equally between

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the two parties. This clause shall not prevent a party from filing a suit or other legal proceeding seeking emergency or injunctive relief.

19.6 Notice of Contract Claims. Contract Claims by the CONTRACTOR must be made by written notice on the form provided in the Contract Documents with complete documentation to ENGINEER and the COUNTY's Purchasing Manager. Notwithstanding the allowance of a specific time for giving notice in the Contract Documents, notices shall be given at the earliest possible moment and in no event later than the time allowed in the Contract Documents.

19.7 Contract Claim Correspondence. To assure prompt resolution of Contract Claims, the CONTRACTOR's correspondence related to Contract Claims shall have Contract Claim identification numbers assigned by CONTRACTOR. The Contract Claim numbers shall be sequential and assigned chronologically so that each Contract Claim can be individually identified by reference to the Contract Claim number. Each document submitted in support of a Contract Claim must bear the appropriate Contract Claim number.

19.8 Contract Claim Disposition. Each Contract Claim shall be treated separately under 3.55, Seminole County Administrative Code and this Section. Continuing Contract Claims or Contract Claims asserting damages for the cumulative effect of more than one Contract Claim are not permitted. However, if CONTRACTOR files a timely notice of Contract Claim under the Contract Documents, CONTRACTOR may file supplemental documents in support of any Contract Claim prior to the decision of the COUNTY's Purchasing Manager under Section 3.55, Seminole County Administrative Code. As to Contract Claim disputes under the Contract Documents, the decision of the COUNTY's Purchasing Manager or Appeal Committee or their designees shall stand as a COUNTY staff recommendation of settlement of the Contract Claim to the Seminole County Board of County Commissioners.

19.9 Reservation of Contract Claims. The parties agree that these Contract Documents provide no procedure for reservation, notice of reservation or notice of intent to file a Contract Claim and that such notices are void and of no effect. The parties agree that prompt and separate resolution of each Contract Claim benefits CONTRACTOR, COUNTY and the public.

19.10 False Claims. The COUNTY and CONTRACTOR acknowledge that the "Florida False Claims Act" provides civil penalties not more than $10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim.

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole County Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/12/2025 15:41:34 -04:00
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Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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Exhibit C

Price Submittal

IFB-604900-24/LNF - Pavement Management Program

Name of Bidder: Middlesex Paving, LLC.

Mailing Address: 10801 Cosmonaut Blvd

Street Address: 10801 Cosmonaut Blvd

City/State/Zip: Orlando, FL 32824

Phone Number: 407-515-3569 FAX Number: 407-206-3558

E-Mail Address: jmeier@middlesexco.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corperation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: $	43,411,000.00
Group II - Sand and Seal in-place	Subtotal: $	284,500.00
Group III - Milling	Subtotal: $	1,708,500.00
Group IV - Striping	Subtotal: $	240,250.00
Group V - Miscellaneous Items	Subtotal: $	567,150.00
Group VI - Asphalt Materials (materials only)	Subtotal: $	488,000.00
Group VII - Earthwork	Subtotal: $	3,842,500.00
TOTAL BID:	$	50,541,900.00

Performance/Payment/Material-Workmanship Bonds Costs: $ 240,000.00
(Do not include in Unit Costs)

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 50 Tons **$ 1,500.00 /Ton** Total: $ 75,000.00	Estimated 300 Tons **$ 300.00 /Ton** Total: $ 90,000.00	Estimated 1,800 Tons **$ 200.00 /Ton** Total: $ 360,000.00	Estimated 3,800 Tons **$ 160.00 /Ton** Total: $ 608,000.00	Estimated 6,000 Tons **$ 155.00 /Ton** Total: $ 930,000.00	**$ 2,063,000.00**
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 100 Tons **$ 1,500.00 /Ton** Total: $ 150,000.00	Estimated 600 Tons **$ 300.00 /Ton** Total: $ 180,000.00	Estimated 2,600 Tons **$ 200.00 /Ton** Total: $ 520,000.00	Estimated 6,000 Tons **$ 160.00 /Ton** Total: $ 960,000.00	Estimated 18,000 Tons **$ 155.00 /Ton** Total: $ 2,790,000.00	**$ 4,600,000.00**
334-1-52	Superpave Asphaltic Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons **$ 1,500.00 /Ton** Total: $ 75,000.00	Estimated 300 Tons **$ 450.00 /Ton** Total: $ 135,000.00	Estimated 1,800 Tons **$ 300.00 /Ton** Total: $ 540,000.00	Estimated 3,800 Tons **$ 225.00 /Ton** Total: $ 855,000.00	Estimated 6,000 Tons **$ 225.00 /Ton** Total: $ 1,350,000.00	**$ 2,955,000.00**
334-1-53	Superpave Asphaltic Concrete Traffic Level C (PG 76-22)	Estimated 100 Tons **$ 1,500.00 /Ton** Total: $ 150,000.00	Estimated 600 Tons **$ 450.00 /Ton** Total: $ 270,000.00	Estimated 2,600 Tons **$ 300.00 /Ton** Total: $ 780,000.00	Estimated 8,000 Tons **$ 225.00 /Ton** Total: $ 1,800,000.00	Estimated 20,000 Tons **$ 225.00 /Ton** Total: $ 4,500,000.00	**$ 7,500,000.00**
334-1-57	Superpave Asphaltic Concrete Traffic Level C High Polymer	Estimated 80 Tons **$ 2,000.00 /Ton** Total: $ 160,000.00	Estimated 300 Tons **$ 500.00 /Ton** Total: $ 150,000.00	Estimated 1,800 Tons **$ 400.00 /Ton** Total: $ 720,000.00	Estimated 3,800 Tons **$ 300.00 /Ton** Total: $ 1,140,000.00	Estimated 6,000 Tons **$ 275.00 /Ton** Total: $ 1,650,000.00	**$ 3,820,000.00**
337-7-82	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22)	Estimated 100 Tons **$ 1,500.00 /Ton** Total: $ 150,000.00	Estimated 400 Tons **$ 450.00 /Ton** Total: $ 180,000.00	Estimated 2,000 Tons **$ 300.00 /Ton** Total: $ 600,000.00	Estimated 6,000 Tons **$ 225.00 /Ton** Total: $ 1,350,000.00	Estimated 8,000 Tons **$ 225.00 /Ton** Total: $ 1,800,000.00	**$ 4,080,000.00**
337-7-83	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22)	Estimated 100 Tons **$ 1,500.00 /Ton** Total: $ 150,000.00	Estimated 600 Tons **$ 450.00 /Ton** Total: $ 270,000.00	Estimated 2,600 Tons **$ 300.00 /Ton** Total: $ 780,000.00	Estimated 8,000 Tons **$ 225.00 /Ton** Total: $ 1,800,000.00	Estimated 20,000 Tons **$ 225.00 /Ton** Total: $ 4,500,000.00	**$ 7,500,000.00**

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
337-7-85	Asphalt Concrete Friction Course Traffic Level D FC-12.5 (PG 76-22)	Estimated 50 Tons **$ 1,500.00 /Ton** Total: $ 75,000.00	Estimated 300 Tons **$ 450.00 /Ton** Total: $ 135,000.00	Estimated 1,800 Tons **$ 300.00 /Ton** Total: $ 540,000.00	Estimated 3,800 Tons **$ 235.00 /Ton** Total: $ 893,000.00	Estimated 6,000 Tons **$ 235.00 /Ton** Total: $ 1,410,000.00	**$ 3,053,000.00**
337-7-92	Asphalt Concrete Friction Course Traffic Level C FC-9.5 High Polymer	Estimated 80 Tons **$ 2,000.00 /Ton** Total: $ 160,000.00	Estimated 300 Tons **$ 500.00 /Ton** Total: $ 150,000.00	Estimated 1,800 Tons **$ 400.00 /Ton** Total: $ 720,000.00	Estimated 3,800 Tons **$ 300.00 /Ton** Total: $ 1,140,000.00	Estimated 6,000 Tons **$ 275.00 /Ton** Total: $ 1,650,000.00	**$ 3,820,000.00**
337-7-93	Asphalt Concrete Friction Course Traffic Level C FC-12.5 High Polymer	Estimated 80 Tons **$ 2,000.00 /Ton** Total: $ 160,000.00	Estimated 400 Tons **$ 500.00 /Ton** Total: $ 200,000.00	Estimated 1,800 Tons **$ 400.00 /Ton** Total: $ 720,000.00	Estimated 3,800 Tons **$ 300.00 /Ton** Total: $ 1,140,000.00	Estimated 6,000 Tons **$ 275.00 /Ton** Total: $ 1,650,000.00	**$ 3,870,000.00**
339-1	Miscellaneous Asphalt Pavement	Estimated 50 Tons **$ 1,000.00 /Ton** Total: $ 50,000.00	Estimated 200 Tons **$ 500.00 /Ton** Total: $ 100,000.00				**$ 150,000.00**
						TOTAL FOR GROUP I	**$ 43,411,000.00**

Middlesex Paving, LLC.

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group II: Sand and Seal in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
2-1	Prime and Sand (Section 916)	Estimated 500 SY $ 10.00 /SY Total: $ 5,000.00	Estimated 1500 SY $ 5.00 /SY Total: $ 7,500.00	Estimated 2500 SY $ 2.00 /SY Total: $ 5,000.00	Estimated 3500 SY $ 2.00 /SY Total: $ 7,000.00	$ 24,500.00
341-1-1	Asphalt Membrane Interlayer (Section 341)	Estimated 500 SY $ 150.00 /SY Total: $ 75,000.00	Estimated 1500 SY $ 35.00 /SY Total: $ 52,500.00	Estimated 2500 SY $ 25.00 /SY Total: $ 62,500.00	Estimated 3500 SY $ 20.00 /SY Total: $ 70,000.00	$ 260,000.00
					TOTAL FOR GROUP II	$ 284,500.00

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group III: Milling Existing Asphalt Pavement in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pvmt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY **$ 35.00 /SY Inch** Total: $ 35,000.00	Estimated 2,000 SY **$ 12.00 /SY Inch** Total: $ 24,000.00	Estimated 8,000 SY **$ 10.00 /SY Inch** Total: $ 80,000.00	Estimated 30,000 SY **$ 6.00 /SY Inch** Total: $ 180,000.00	**$ 319,000.00**
327-70-B	Milling Existing Asphalt Pvmt. (Yankee Lake Yard) Milled Matlerial delivered to: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1,000 SY **$ 35.00 /SY Inch** Total: $ 35,000.00	Estimated 3,000 SY **$ 12.50 /SY Inch** Total: $ 37,500.00	Estimated 10,000 SY **$ 10.50 /SY Inch** Total: $ 105,000.00	Estimated 40,000 SY **$ 6.50 /SY Inch** Total: $ 260,000.00	**$ 437,500.00**
327-70-C	Milling Existing Asphalt Pvmt. (Oviedo Yard) Milled Material delivered to: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY **$ 35.00 /SY Inch** Total: $ 35,000.00	Estimated 4,000 SY **$ 12.50 /SY Inch** Total: $ 50,000.00	Estimated 12,000 SY **$ 10.50 /SY Inch** Total: $ 126,000.00	Estimated 50,000 SY **$ 6.50 /SY Inch** Total: $ 325,000.00	**$ 536,000.00**
327-70-D	Milling Existing Asphalt Pvmt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL, 32773	Estimated 1,000 SY **$ 35.00 /SY Inch** Total: $ 35,000.00	Estimated 2,000 SY **$ 12.50 /SY Inch** Total: $ 25,000.00	Estimated 6,000 SY **$ 10.50 /SY Inch** Total: $ 63,000.00	Estimated 20,000 SY **$ 6.50 /SY Inch** Total: $ 130,000.00	**$ 253,000.00**
327-70-E	Milling Existing Asphalt Pvmt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY **$ 35.00 /SY Inch** Total: $ 35,000.00	Estimated 2,000 SY **$ 12.25 /SY Inch** Total: $ 24,500.00	Estimated 4,000 SY **$ 10.25 /SY Inch** Total: $ 41,000.00	Estimated 10,000 SY **$ 6.25 /SY Inch** Total: $ 62,500.00	**$ 163,000.00**
					TOTAL FOR GROUP III	**$ 1,708,500.00**

Middlesex Paving, LLC.

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	$ 7.00	$ 14,000.00
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	$ 6.00	$ 6,000.00
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	$ 6.00	$ 6,000.00
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	$ 2.25	$ 45,000.00
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	$ 5.50	$ 22,000.00
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	$ 12.00	$ 24,000.00
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	$ 2.25	$ 67,500.00
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	$ 5.50	$ 11,000.00
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	$ 350.00	$ 7,000.00
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	$ 300.00	$ 1,500.00
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	$ 300.00	$ 3,000.00
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	$ 300.00	$ 1,500.00
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	$ 300.00	$ 1,500.00
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	$ 300.00	$ 3,000.00
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	$ 300.00	$ 1,500.00
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	$ 300.00	$ 1,500.00
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	$ 300.00	$ 3,000.00
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	$ 400.00	$ 8,000.00
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	$ 200.00	$ 10,000.00
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	$ 300.00	$ 3,000.00
710-11-180	Temporary Pavement Markings, Paint, White, Yeild Line	10	LF	$ 25.00	$ 250.00
					$ 240,250.00

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SEMINOLE COUNTY
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IFB-904900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,500.00 ED Total: -$1,500.00	**Do Not Include this Item in Bid Total**
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -$1,000.00	**Do Not Include this Item in Bid Total**
5-3	Liquidated Damages LD (For non-compliance of the 30-day time frame for completion of Punch List) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -$1,000.00	**Do Not Include this Item in Bid Total**
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project **Not to Exceed 5% of Contract Total**	**Do Not Include this Item in Bid Total**
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Responce **$ 15,000.00 /EA**	**$ 15,000.00**
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. **(not to exceed $2,000 per day)**	Estimated 1 ED **$ 2,000.00 /EA**	**$ 2,000.00**
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 1 HR **$ 150.00 /HR**	**$ 150.00**
102-99	Portable Changeable Message Sign	Estimated 1,000 ED **$ 40.00 /ED**	**$ 40,000.00**
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY **$ 200.00 /SY**	**$ 160,000.00**
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA **$ 150.00 /EA**	**$ 3,750.00**
425-6A	Manhole Ring Adjustment	Estimated 25 EA **$ 350.00 /EA**	**$ 8,750.00**
525-1	Asphaltic Concrete Curb	Estimated 500 LF **$ 50.00 /LF**	**$ 25,000.00**
5-4	Asphalt Speed Cushion	Estimated 25 EA **$ 12,500.00 /LF**	**$ 312,500.00**

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Total For Group V	$ 567,150.00

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ 110.00 /Ton** Total: $ 110,000.00	Estimated 200 Tons **$ 170.00 /Ton** Total: $ 34,000.00	$ 144,000.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ 110.00 /Ton** Total: $ 110,000.00	Estimated 200 Tons **$ 170.00 /Ton** Total: $ 34,000.00	$ 144,000.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ 125.00 /Ton** Total: $ 25,000.00	Estimated 200 Tons **$ 200.00 /Ton** Total: $ 40,000.00	$ 65,000.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ 125.00 /Ton** Total: $ 25,000.00	Estimated 200 Tons **$ 200.00 /Ton** Total: $ 40,000.00	$ 65,000.00
6-5	Asphalt Milling Material	Estimated 500 Tons **$ 45.00 /Ton** Total: $ 22,500.00	Estimated 500 Tons **$ 75.00 /Ton** Total: $ 37,500.00	$ 60,000.00
6-6	Tack Type RS-1/RS-2 **(Section 300)**	Estimated 1000 Gallons **$ 10.00 /Gal** Total: $ 10,000.00		$ 10,000.00
			TOTAL FOR GROUP VI	$ 488,000.00

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group VII: Earthwork

Pay Item No.	Description	0-50 CY/Job	51-100 CY/Job	101-500 CY/Job	Over 500 CY/Job	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY **$ 350.00 /CY** Total: $ 17,500.00	Estimated 100 CY **$ 200.00 /CY** Total: $ 20,000.00	Estimated 500 CY **$ 100.00 /CY** Total: $ 50,000.00	Estimated 800 CY **$ 100.00 /CY** Total: $ 80,000.00	**$ 167,500.00**
120-6	Embankment	Estimated 50 CY **$ 400.00 /CY** Total: $ 20,000.00	Estimated 100 CY **$ 200.00 /CY** Total: $ 20,000.00	Estimated 500 CY **$ 150.00 /CY** Total: $ 75,000.00	Estimated 800 CY **$ 150.00 /CY** Total: $ 120,000.00	**$ 235,000.00**
121-70	Flowable Fill	Estimated 50 CY **$ 1,000.00 /CY** Total: $ 50,000.00	Estimated 100 CY **$ 500.00 /CY** Total: $ 50,000.00			**$ 100,000.00**
Pay Item No.	**Description**	**0-500 SY/Job**	**501-1000 SY/Job**	**1001-1500 SY/Job**	**Over 1500 SY/Job**	
160-4	12 " Type B Stabilization LBR 40	Estimated 500 SY **$ 60.00 /SY** Total: $ 30,000.00	Estimated 2000 SY **$ 45.00 /SY** Total: $ 90,000.00	Estimated 3000 SY **$ 35.00 /SY** Total: $ 105,000.00	Estimated 4000 SY **$ 30.00 /SY** Total: $ 120,000.00	**$ 345,000.00**
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY **$ 200.00 /SY** Total: $ 100,000.00	Estimated 1000 SY **$ 100.00 /SY** Total: $ 100,000.00	Estimated 1500 SY **$ 85.00 /SY** Total: $ 127,500.00	Estimated 2000 SY **$ 75.00 /SY** Total: $ 150,000.00	**$ 477,500.00**

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group VII: Earthwork

Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY **$ 200.00 /SY** Total: $ 100,000.00	Estimated 1000 SY **$ 100.00 /SY** Total: $ 100,000.00	Estimated 1500 SY **$ 85.00 /SY** Total: $ 127,500.00	Estimated 2000 SY **$ 75.00 /SY** Total: $ 150,000.00	**$ 477,500.00**
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY **$ 225.00 /SY** Total: $ 112,500.00	Estimated 1000 SY **$ 125.00 /SY** Total: $ 125,000.00	Estimated 1500 SY **$ 125.00 /SY** Total: $ 187,500.00	Estimated 2000 SY **$ 100.00 /SY** Total: $ 200,000.00	**$ 625,000.00**
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 500 SY **$ 225.00 /SY** Total: $ 112,500.00	Estimated 2000 SY **$ 125.00 /SY** Total: $ 250,000.00	Estimated 3000 SY **$ 125.00 /SY** Total: $ 375,000.00	Estimated 4000 SY **$ 100.00 /SY** Total: $ 400,000.00	**$ 1,137,500.00**
570-1-2	Performance Turf, Sod	Estimated 500 SY **$ 50.00 /SY** Total: $ 25,000.00	Estimated 1000 SY **$ 25.00 /SY** Total: $ 25,000.00	Estimated 1500 SY **$ 20.00 /SY** Total: $ 30,000.00	Estimated 2000 SY **$ 15.00 /SY** Total: $ 30,000.00	**$ 110,000.00**
577-70	Shoulder Rework	Estimated 500 SY **$ 75.00 /SY** Total: $ 37,500.00	Estimated 1000 SY **$ 35.00 /SY** Total: $ 35,000.00	Estimated 1500 SY **$ 30.00 /SY** Total: $ 45,000.00	Estimated 2000 SY **$ 25.00 /SY** Total: $ 50,000.00	**$ 167,500.00**
					TOTAL FOR GROUP VII	**$ 3,842,500.00**

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	$ 43,411,000.00
Group II	Sand and Seal in-place	$ 284,500.00
Group III	Milling Existing Asphalt Pavement in-place	$ 1,708,500.00
Group IV	Temporary Pavement Marking in-place	$ 240,250.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb,Speed Cushion	$ 567,150.00
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	$ 488,000.00
Group VII	Earthwork	$ 3,842,500.00
	TOTAL GROUP I THRU VII	$ 50,541,900.00

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TERM CONTRACT FOR PAVEMENT MANAGEMENT SERVICES

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A.	Workers' Compensation & Employers' Liability Insurance:		
	Workers' Compensation:	Statutory	
	Employers' Liability:	$ 1,000,000	Each Accident
		$ 1,000,000	Disease Aggregate
		$ 1,000,000	Disease Each Employee
B.	Commercial General Liability Insurance:		
		$ 1,000,000	Per Occurrence
		$ 1,000,000	Personal and Advertising Injury
		$ 2,000,000	General Aggregate
		$ 2,000,000	Products and Completed Operations Aggregate
C.	Business Automobile Liability Insurance:		
		$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Umbrella/Excess:	$ 3,000,000	Per Claim
E.	Pollution Liability:	$ 1,000,000	Per Occurrence
		$ 2,000,000	General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

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EXHIBIT "E"

Agreement Name: Pavement Management Service

Agreement Number: I FB604900-24/LNF

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number I FB604900-24/LNF are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number I FB-604900-24/LNF for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

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DATED this 23rd day of January, 2025.

Middlesex Paving, LLC.
Consultant Name

By: [signature]
Print Name: Michael Iapaluccio
Title: Vice President, Paving

MIDDLESEX PAVING, LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

STATE OF FLORIDA)
COUNTY OF ~~SEMINOLE~~ Orange)

I **HEREBY CERTIFY** that, on this 23rd day of January, 2025, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Iapaluccio, [X] who is personally known to me or [ ] who has produced _____ as identification.

EVELYN S. SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

[signature]
Print Name Evelyn S Sergeant
Notary Public in and for the County
and State Aforementioned
My commission expires: July 24, 2027

E-Verify Affidavit
Revised 11/2020

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FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Middlesex Paving, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Michael Iapaluccio

Title: Vice President, Paving

Signature:

MIDDLESEX PAVING, LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

Date: March 10, 2025

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HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-604900-24/LNF

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Middlesex Paving, LLC., a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: Middlesex Paving, LLC.

Authorized Signature: _____ Date: March 10, 2025

Printed Name: Michael Iapaluccio

Title: Vice President, Paving

STATE OF Florida
COUNTY OF Orange
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of March, 20 25, by Michael Iapaluccio, as Vice President, Paving on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

MIDDLESEX PAVING, LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

Notary Public Signature

(Affix Notary Stamp or Seal)

EVELYN S SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

Print, Type or Stamp Name of Notary: Evelyn S Sergeant
My commission expires: July 24, 2027

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Seminole County, Florida

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CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

Professional Engineering Services for the East Water Reclamation Facility Wastewater Permit Renewal

SUMMARY

This agenda item seeks City Commission approval of Carollo Engineers task order proposal to provide professional engineering services associated with the renewal of the East Water Reclamation Facility (WRF) wastewater permit issued by the Florida Department of Environmental Protection (FDEP), which is scheduled to expire on July 6, 2027.

The scope of services includes preparation of the required permit renewal application and supporting documentation which includes a Capacity Analysis Report, Operation and Maintenance Performance Evaluation Report, Collection System Action Plan, and Power Outage Contingency Plan. The completed permit renewal application is required to be submitted to FDEP at least 180 days prior to the permit's expiration date (i.e., no later than January 8, 2027).

Carollo Engineers Inc. was approved as a qualified Engineering Continuing Services Consultant by City Commission on August 10, 2026, under Consent Agenda Item 301 in response to RFQ 05-26-02 CS.

FUNDING SOURCE

Total project cost will be funded through the Utilities Department FY2027 budget GL# 410-36-3600-530341- Consulting.

RECOMMENDATION

Staff recommends that the City Commission approve the task order proposal submitted by Carollo Engineers, Inc., for professional engineering services to complete the FDEP wastewater permit renewal process associated with the East WRF in the amount of $58,544.00. Additionally, Staff recommends authorizing the City Manager and City Attorney to prepare and execute any and all applicable contract documents consistent with this agenda item.

AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES

THIS AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES ("**Agreement**") is made and entered this 23rd day of September, 2026 ("Effective Date"), by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation located at 1126 E. State Road 434, Winter Springs, Florida 32708 (the "**City**") and **CAROLLO ENGINEERS, INC.**, a foreign profit corporation duly authorized to conduct business in the State of Florida with a principal address at 2795 Mitchell Drive, Walnut Creek, CA 94598 (the "**Consultant**") (City and Consultant collectively the "**Parties**").

WITNESSETH:

WHEREAS, the City has a need to, from time to time, obtain services to support various City projects, programs, facilities, and operations; and

WHEREAS, the City issued Request for Qualifications No. RFQ #05-26-02 CS on May 8, 2026, soliciting statements of qualifications from qualified professional firms to provide certain continuing professional services to the City on an as-needed basis; and

WHEREAS, the City conducted the selection and negotiation process for RFQ #05-26-02 CS in accordance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, the Consultant participated in the selection and negotiation process and was selected by the City as a qualified firm to provide certain professional services to the City; and

WHEREAS, the City desires to enter into this Agreement with the Consultant for the provision of professional services on an as-needed, task-oriented basis, as more particularly described in the General Scope of Services attached hereto and incorporated herein by this reference; and

WHEREAS, the Consultant desires to provide such professional services to the City in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS.

1.1 **Term.** Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2)

additional one (1) year renewal terms. Any such renewal shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in said Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 **Engagement.** The City hereby engages the Consultant, and the Consultant agrees to perform, the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

1.4 **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise.

a. "*Agreement*" or "*Contract*" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Consultant to provide the Services approved by City Task Order, and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "*Consultant*" shall mean Carollo Engineers, Inc., and its principals, employees, assistants, and resident project representatives.

c. "*Professional Services*" shall have the same meaning as defined in the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, and may include other related professional services approved by the City to as needed to complete Work specified in a Task Order.

d. "*Public Record*" shall have the meaning given in Florida Statutes Section 119.011(2), as may be amended.

e. "*Reimbursable Expenses*" shall mean the actual expenses incurred by the Consultant or Consultant's independent professional associates which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "*Work*" or "*Services*" shall be used interchangeably and shall include the professional services generally identified to be performed under Section 2.3 of this Agreement. If a Task Order is issued by the City,

Work shall mean the performance of the work specifically agreed to by the parties in a Task Order.

g. "*Task Order*" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

2.0 DESCRIPTION OF SERVICES.

2.1 The City shall make request of the Consultant to perform the Services on a "task" basis. The City will communicate with the Consultant, verbally or in writing, a general description of the task to be performed. If a site visit by the Consultant is needed to generate the scope of work document, the Consultant shall request approval from the City prior to visiting the site. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work, and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Consultant through a Task Order may include engineering, planning, design and permitting, architecture, and/or landscape architecture services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a Notice to Proceed to the Consultant in the form of a letter and an executed City Purchase Order. Upon receipt of the signed Task Order and the written Notice to Proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to itself perform any services related to this Agreement or to retain the services of other engineering companies/firms to provide such professional services to the City. Further, the City does not guarantee that any Work will be assigned to Consultant under this Agreement. The City reserves the right to assign or contract for professional services with any Party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Consultant under this Agreement.

2.3 The Consultant may be asked to perform any engineering, planning, design and permitting, architecture, and/or landscape architecture services for the City as the City so requires, which Services may include the following:

- **a.** TMDL/Water Quality Studies/Design;
- **b.** Flood Control Studies and Design;
- **c.** Stormwater Master Planning and Modeling;
- **d.** Potable Water and Reclaimed Water Distribution System Analysis and Design;
- **e.** Potable Water Treatment Engineering;
- **f.** Sanitary Sewer and Collection System Analysis and Design;
- **g.** Sanitary Sewer and Reclaimed Water Treatment Engineering;
- **h.** GIS Support Services;

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Consultant, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Consultant is to provide professional services to the City for a project with an estimated construction cost exceeding $7.5 Million, or an amount as may otherwise be permitted in s. 287.055, Florida Statutes, may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK.

3.1 The City may make changes in the Services at any time by giving written notice to the Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and the Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Consultant's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE.

4.1 The Consultant shall perform Services according to the mutually agreed schedule set forth in the negotiated Task Order. The Consultant shall complete all Services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis, or as otherwise reasonably requested by the City. Should the Consultant fall behind the agreed upon schedule, it shall employ such resources as may be necessary comply with the agreed-upon schedule.

4.2 No extension for completion of Services shall be granted to the Consultant without the City's prior written consent, except as otherwise explicitly provided in this Agreement.

4.3 Any cost caused by defective or ill-timed Services shall be borne by the Party responsible therefor.

5.0 METHODS OF PAYMENT.

5.1 **General Services.** For basic and additional Services performed by the Consultant's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to the amount agreed upon by the parties for a particular Task Order. Payment terms must, however, be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 **Additional Services Performed by Professional Associates and Engineers.** For additional Services and Reimbursable Expenses of independent professional associates and engineers employed by the Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed the Consultant by the independent professional associates and engineers. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by the Consultant from all independent professional associates and engineers which clearly evidences the amount billed by the independent professional associates and engineers for additional Services and any Reimbursable Expenses.

5.3 **Witness Services.** For witness or expert services rendered by the Consultant's principals, employees, resident project representatives (and assistants) and independent professional associates and engineers on behalf of the City in any litigation, arbitration or other legal or interested administrative proceeding in which the City is a named an interested Party, the City agrees to pay the Consultant or

independent professional associate or engineers who are used as a witness or expert an amount equal to that agreed upon by the Party for a particular Task Order.

5.4 **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Prompt Payment Act Section 218.70 et. seq., Florida Statutes.

5.5 **Miscellaneous**. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs or costs associated with delays caused in whole or in part by the Consultant.

5.6 **Errors and Deficiencies.** The Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in the Consultant's Services provided under this Agreement.

5.7 **Payment Offsets.** To the extent that the Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by the Consultant.

5.8 **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's performance of any Services provided under this Agreement.

5.9 **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 **Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

5.11 **Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

5.12 **Partial Payments.** Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION.

6.1 The City and its affiliates shall at all times have the right to review or observe the Services being performed by the Consultant. No inspection, review, or observation shall relieve the Consultant of its responsibilities under this Agreement.

7.0 PROGRESS MEETINGS.

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Consultant's Project Manager and all other appropriate personnel of Consultant shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY.

8.1 The Consultant shall be solely and absolutely responsible and shall assume all liability for the safety and supervision of its principals, employees, agents, and resident project representatives (and assistants) while performing the Services. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor.

9.0 REASONABLE ACCESS.

9.1 During the term of this Agreement, the City shall grant the Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement. The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services hereunder.

10.0 INSURANCE.

10.1 **Liability Amounts**. During the term of this Agreement, the Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $5,000,000.00 per occurrence or claim, and in the aggregate, with a deductible not greater than $150,000.00, unless a higher deductible is pre-approved by the City Manager. For professional liability insurance written on a "claims-made" basis, the Consultant shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five (5) years following completion of all Work rendered under this Agreement and any Task Orders issued hereunder.

b. **General Liability.** The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $5,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $50,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. **Automobile Liability.** The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. **Workers' Compensation.** The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required

by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Additional Requirements. Current, valid insurance policies meeting the requirements identified herein shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional insured on stipulated insurance policies included in articles 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All the insurance policies so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, reduced, materially changed, or renewal refused until at least thirty (30) days' prior written notice has been given to the City and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. Should the Consultant fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and engineers employed by the Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS.

11.1 The Consultant shall exercise the professional standard of care to comply with all requirements of published federal, state and local laws, rules, regulations and/or ordinances applicable to the performance of Services under this Agreement. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided.

12.0 REPRESENTATIONS.

12.1 The Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. The Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Consultant shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on the Consultant's behalf with respect to the Services. In addition, the Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes and regulations applicable to the Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Consultant for nonpayment of any proper invoices, or the City

exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Consultant represents that all principals, employees, agents, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT.

13.1 The Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Consultant shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS.

14.1 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed

without the specific written approval of the City's designated custodian of public records.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (407) 327-5955, cityclerkdepartment@winterspringsfl.org, City Clerk's Office, 1126 East State Road 434, Winter Springs, FL 32708.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Consultant shall 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 Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this

Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-Party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant prevailing Party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. If applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third Party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 **Reuse of Documents.** All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

14.3 **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

14.4 **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, the Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT.

15.1 The Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Consultant for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

15.2 If upon receiving written approval from the City, any part of this Agreement is subcontracted by the Consultant, the Consultant shall be fully responsible to the City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If the City determines that any subcontractor is not performing in accordance with this Agreement, the City shall so notify the Consultant who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by the Consultant, prior to the commencement of any Work by the subcontractor, the Consultant shall require the subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR.

16.1 At all times during the term of this Agreement, the Consultant and any approved subcontractors shall be considered independent contractors and not employees of the City.

17.0 TERMINATION; DEFAULT AND REMEDIES.

17.1 Either Party may terminate this Agreement for convenience without penalty at any time upon providing thirty (30) days advance written notice to the other Party.

17.2 In addition, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied

within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefore; or

b. The Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or the Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

c. The Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. The Consultant has committed any act of fraud upon the City; or

e. The Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. The Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.3 Notwithstanding the aforementioned, in the event of a default by the Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.4 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

17.5 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.0 FORCE MAJEURE.

18.1 Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay is caused by an event beyond its reasonable control, including acts of God, fire, flood, windstorm, explosion, riot, war, sabotage, strikes (not involving the Consultant's own workforce), extraordinary

failure of or damage to City facilities, court orders or injunctions, changes in applicable law or regulation, or orders of governmental or regulatory authorities.

18.2 The affected party shall promptly notify the other party in writing of the Force Majeure event and shall exercise commercially reasonable efforts to mitigate its effects and resume performance as soon as practicable. The time for performance shall be extended only for the period reasonably attributable to the Force Majeure event. If a Force Majeure event continues for sixty (60) consecutive days and materially prevents performance of the Agreement, either party may terminate this Agreement upon written notice to the other party. Neither party shall be entitled to recover damages from the other arising solely from a delay or failure to perform excused under this Section.

19.0 GOVERNING LAW AND VENUE.

19.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Seminole County, Florida. Venue for any federal action or litigation shall be the Middle District of Florida, Orlando Division, in Orlando, Florida.

20.0 HEADINGS.

20.1 Paragraph headings are for convenience only and are not to be construed as part of this Agreement.

21.0 SEVERABILITY.

21.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

22.0 WAIVER AND ELECTION OF REMEDIES.

22.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

23.0 THIRD PARTY RIGHTS.

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder.

24.0 PROHIBITION AGAINST CONTINGENT FEES.

24.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

25.0 ENTIRE AGREEMENT.

25.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

26.0 NO JOINT VENTURE.

26.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

27.0 ATTORNEY'S FEES.

27.1 Except as explicitly provided under Section 33.1 of this Agreement, should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

28.0 COUNTERPARTS.

28.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

29.0 DRAFTING.

29.1 The City and the Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

30.0 NOTICE.

30.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

To Consultant:
Carollo Engineers, Inc.
Attn: Scott Richards
200 E. Robinson St., Suite 1400
Orlando, Florida 32801
(407) 478-4642
srichards@carollo.com

To City:
City of Winter Springs
Attention: City Manager
1126 East State Road 434
Winter Springs, FL 32708
(407) 327-5989

30.2 Either party may change the notice address by providing the other party written notice of the change.

30.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

31.0 SOVEREIGN IMMUNITY.

31.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's

potential liability under state or federal law. Consultant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

32.0 CORPORATE REPRESENTATIONS OF CONSULTANT.

32.1 The Consultant hereby represents and warrants to the City the following:

a. The Consultant is duly registered and licensed to do business in the State of Florida, is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Consultant.

33.0 INDEMNIFICATION AND LIMITATION OF LIABILITY.

33.1 The Consultant shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, attorneys and volunteers, against any and all liabilities, damages, losses, costs, expenses, injuries (including death), claims or actions, of whatever type, including, but not limited to, reasonable attorneys' fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur, or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement, including any Task Order.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

33.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article31.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

33.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

33.4 The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, or consequential damages to the City or to any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Consultant's subconsultants or subcontractors, that impact project completion and/or success.

34.0 PERSONNEL AT CONSTRUCTION SITE.

34.1 The presence or duties of the Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Consultant or the Consultant's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such

construction work. The Consultant and the Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Consultant's own personnel.

34.2 The presence of the Consultant's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

35.0 RECORD DRAWINGS.

35.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

36.0 ADDITIONAL INSURANCES.

36.1 The Consultant for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and

c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

36.2 The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than the Consultant's undersigned representative's execution of the Agreement.

37.0 E-VERIFY.

37.1 Pursuant to section 448.095, Florida Statutes, all City Contractors, which shall include Consultant, shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

37.2 Subcontractors.

a. Consultant shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

b. Consultant shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Consultant shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

37.3 Consultant must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Consultant stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

37.4 Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Consultant shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

38.0 LIMITATION ON CAMPAIGN CONTRIBUTIONS.

38.1 The Consultant, including its chief executive officer, chief financial officer, chief operating officer, or persons having an ownership interest exceeding five percent in the Consultant's business entity, agree that they shall not directly or indirectly make any contribution, or promise expressly or impliedly to make any contribution, to any candidate for the Winter Springs City Commission at any time during the term of this Agreement.

39.0 CITY PREMISES.

39.1 Consultant acknowledges that its employees and agents will behave in an appropriate manner while on City property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement. It is a material breach of this Agreement for any agent or employee of Consultant to behave in a manner which is inconsistent with appropriate conduct or decorum or to behave in any manner that will disrupt the functioning of the City or constitute any level of threat to the safety, health, and/or well-being of any citizen, invitee, licensee, agent, or employee of the City. Consultant agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

39.2 Precautions shall be exercised at all times for the protection of all persons (including City's employees) and property. The safety of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. Consultant shall be solely and absolutely responsible and shall assume all liability for the safety and supervision of its principles, employees, contractors, and agents when performing the Services provided hereunder.

40.0 TRAFFICKING.

40.1 As a condition of this Agreement, the Consultant shall attest under penalty of perjury that the Consultant does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF WINTER SPRINGS

Kevin Sweet

City Manager

Date: 9/23/2026

CONSULTANT:

CAROLLO ENGINEERS, INC.

Print: Scott Richards

Title: Vice President

Date: 9/21/2026

ATTEST:

City of Winter Springs Incorporated 1959 Seminole County, Florida

Print: Erin O'Donnell

City Clerk

EXHIBIT A

RATE SCHEDULE

carollo

CITY OF WINTER SPRINGS
PROFESSIONAL ENGINEERING SERVICES – RFQ 05-26-02 CS
CONTRACT NO. _____

August 2026

FEE SCHEDULE
CAROLLO ENGINEERS INC.

Individual classification for personnel's hourly rates are as follows:

Personnel Classification	Hourly Billing Rate ($/hr)
Engineers/Scientists	
Assistant Professional I	$134.00
Assistant Professional II	$157.00
Assistant Professional III	$180.00
Professional I	$203.00
Professional II	$227.00
Project Professional I	$247.00
Project Professional II	$267.00
Lead Project Professional I	$276.00
Lead Project Professional II	$286.00
Senior Professional I	$313.00
Senior Professional II	$340.00
Senior Professional III	$375.00
Engineering Technicians	
Technician I	$106.00
Technician II	$127.00
Senior Technician I	$163.00
Senior Technician II	$199.00
Senior Technician III	$236.00
BIM Specialist	$282.00
Office Staff	
Admin/Clerical	$123.00
Word Processing	$153.00

Notes:

(1) Travel Costs will be in accordance with City's Travel Policy guidelines.
(2) Travel and other related direct costs will be reimbursed 'at cost'.
(3) Mileage costs will be at the approved Federal (IRS) standard mileage rates.
(4) Travel and per diem charges shall not exceed the limits set forth in the current Section 112.061 Florida Statutes.
(5) The rates shown are valid for one year from the date of execution of this contract. After this period, Carollo may request annual rate adjustments to account for inflation/market conditions.

200 EAST ROBINSON STREET, SUITE 1400 • ORLANDO, FLORIDA 32801 • P 407-478-4642

Engineers...Working Wonders With Water®

200 East Robinson Street, Suite 1400, Orlando, Florida 32801
P. 407.478.4642 F. 407.478.4643

City of Winter Springs
East WRF Permit Renewal
November 2026

SCOPE OF SERVICES

GENERAL

The City of Winter Springs (CITY) owns and operates the East Water Reclamation Facility (WRF). The East WRF operates under permit number FLA011068 as issued by the Florida Department of Environmental Protection (FDEP). The permit expires on July 6, 2027. By rule, the CITY must submit a permit renewal application to the FDEP 180 days before the expiration date.

The following documents will need to be submitted along with the permit applications to satisfy the requirements of the permit renewal process:

- Capacity analysis report (CAR).
- Operation and maintenance performance evaluation report (OMPR) with appropriately filled site inspection sheets.
- Collection System Action Plan (CSAP).
- Power Outage Contingency Plan (POCP).
- Copy of the contract with the biosolid's hauler.
- Reuse feasibility study report (or reuse master plan).

Carollo Engineers, Inc. (CONSULTANT) will provide these services in accordance with the terms and conditions of the "Agreement for Continuing Professional Services".

- Prepare the appropriate FDEP permit renewal forms.
- Prepare a CAR.
- Prepare an OMPR.
- Prepare a CSAP.
- Prepare a POCP.

The following presents the specific tasks to be performed under this Scope of Services. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and reflected in the attached project budget.

TASK 1 – PROJECT MANAGEMENT

The CONSULTANT will provide overall project management and communication between its staff and the CITY. The CONSULTANT will track and manage the budget, project tasks, and schedule.

The CONSULTANT will attend and manage project meetings and site inspections. It is assumed the CITY will provide the following data for the East WRF (note: CONSULTANT has a majority of this data):

- The past ten years of the discharge monitoring reports.
- Current service area, future service area, and future land use maps.
- Future wastewater flow projections for the service area.
- Reclaimed master plan (or Reuse Feasibility Study) and reclaimed service area plus any recent updates provided to the SJRWMD related to reclaimed water requirements for the CUP.
- Design reports (if available).
- Biosolids disposal contracts.
- Most recent biosolids analysis showing pollutant concentrations (if available).
- Latest (reclaimed) operating protocol.

CONSULTANT will also provide monthly progress reports that identify the work that has been performed during the month and the work that is anticipated in the upcoming month. These reports will be delivered as part of the monthly progress payment request.

Task 1 Deliverables:

- Meeting sign-in sheet and agenda (hard copies to be provided at meetings).
- Meeting minutes (pdf).
- Monthly progress reports (pdf).

TASK 2 – PREPARE CAPACITY ANALYSIS REPORT

The CONSULTANT will develop a CAR for the East WRF in conformance with FDEP's Guidelines for Preparation of Capacity Analysis Reports. The CAR will include the following:

- Prepare a process flow diagram for the East WRF showing flow lines, tank volumes, and the name and quantity of each component, system, and process. The flow diagram will include pump stations, major unit processes, biosolids processing and disposal systems, and reuse and effluent disposal systems.
- Compile the East WRF Discharge Monitoring Report (DMR) data for the past 1 year. The loading rates for $cBOD_5$, TSS, TP, and TN will be calculated for annual average loading, maximum month loading, and the maximum three-month loading.
- Update and summarize the flow data for the past 10 years. Prepare graphs showing annual average daily flows, monthly average flows, and three-month average daily flows.
- Review population or wastewater flow projections provided by the CITY. Compare the wastewater flow projections to the available permitted capacity.
- Prepare draft CAR and submit to the CITY for review.

- Prepare for and attend one meeting for review of the CITY's comments on the draft CAR. Revise the draft and submit the final report to the CITY.

TASK 3 – PREPARE O&M PERFORMANCE EVALUATION REPORT

CONSULTANT will develop the OMPR for the East WRF in conformance with FDEP's Guidelines for Preparation of Operations and Maintenance Performance Reports. The OMPR will include the following:

- Prepare the process design criteria comparison and assess treatment efficiency using the last 12 months of raw wastewater quality data and reclaimed/effluent water quality data.
- Provide site visits by a process engineer. During the site visits, the physical condition and attributes of the facilities will be assessed. All site visits will be arranged through and with the presence of the CITY staff.
- Review and evaluate the Operations and Maintenance program.
- Review and evaluate the occurrence of infiltration and inflow (I/I) in the collection system.
- Prepare the draft OMPR and submit to the CITY for review.
- Prepare for and attend one meeting for review of the CITY's comments on the draft OMPR. Revise the draft and submit the final report to the CITY.

TASK 4 – PREPARE COLLECTION SYSTEM ACTION PLAN (CSAP)

CONSULTANT will develop a Collection System Action Plan (CSAP) to document the condition and operational performance of the existing wastewater collection system, identify areas of concern or potential deficiencies, and establish recommended improvements and implementation priorities to support the City's wastewater system planning and FDEP permit renewal. The CSAP will include:

- Summary of existing collection system assets and available condition/performance data.
- Review of historical sanitary sewer overflows (SSOs), infiltration and inflow (I&I), and known operational issues.
- Collection system assessment goals and implementation schedule.
- Recommended inspection, preventative maintenance, repair, and rehabilitation activities.
- Identification and prioritization of recommended capital improvements and operational measures.
- 5-year implementation schedule with recommended priorities.

TASK 5 – POWER OUTAGE CONTINGENCY PLAN

CONSULTANT will prepare a Power Outage Contingency Plan (POCP) in accordance with applicable FDEP requirements to document procedures for maintaining or restoring wastewater collection system operations during power outages and minimizing the potential for sanitary sewer overflows. The POCP will include:

- Inventory of lift stations and existing emergency power provisions.

- Identification of critical facilities and potential vulnerabilities during power outages.
- Summary of available backup power equipment and generator connection provisions.
- Emergency response procedures, including generator deployment, temporary pumping, and wastewater hauling, as applicable.
- Emergency contact information, staff responsibilities, and coordination procedures.
- Recommended contingency measures to address identified gaps in emergency power provisions.

TASK 6 – PREPARE FDEP PERMIT APPLICATIONS

Permit applications include information on the treatment facilities, the reuse and disposal systems, industrial contributions, and residuals management. It has been assumed that the discharge limits in the current permit will also be applied to the renewed permit. The CONSULTANT will provide the following services under Task 4:

- Prepare FDEP permit application package for the East WRF.
- Review and respond to FDEP requests for additional information (RAI).
- Review the CITY's comments on the draft permits and revise for submittal to FDEP.

CITY RESPONSIBILITIES

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if the CITY desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the CITY and CONSULTANT. The following assumptions and CITY responsibilities apply to this project:

The CONSULTANT shall be entitled to rely upon the accuracy of the data and information supplied by the CITY without independent review or evaluation.

- The CITY shall furnish the CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and reasonably rely upon all such information and services provided by the CITY or others in performing CONSULTANT's services under the Agreement.
- The CONSULTANT shall be entitled to rely upon the accuracy of the data and information supplied by the CITY without independent review or evaluation.
- The CITY shall attend all workshops and review meetings to maintain the progress of the project according to the schedule.

- The CITY will provide the CONSULTANT with access to treatment facility for data gathering, data validation and the design process.
- The CITY will assist with data collection and site testing as necessary, including accompanying the CONSULTANT and leading operation of the facility.
- The CITY will provide all required information within the period established in the schedule contained in this Scope of Services. The schedule is based on timely receipt of data and the bid process from the CITY. The CITY shall review Draft deliverables and provide comments to the CONSULTANT on a prompt basis.
- The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Scope of Work shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Scope of Work or the performance of the CONSULTANT's services hereunder.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.
- Therefore, CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.

SCHEDULE

The scope of services outlined in this task authorization will be performed for up to 12 months from receipt of a purchase order or notice-to-proceed from the CITY.

PROJECT FEE

Compensation for the services described above shall be delivered for the amount of $58,544. The basis for this is the lump-sum amount provided in the attached Exhibit A.

City of Winter Springs
East WRF Permit Renewal
Budget

EXHIBIT A

Task No.	Task Description	Senior Professional II	Lead Project Professional II	Project Professional I	Professional II	Professional I	Word Processing	Total Hours	Labor Cost	Other Direct Costs	Task Total
		$340.00	$286.00	$247.00	$227.00	$203.00	$153.00				
1	Project Management & Meetings	4	0	24	0	8	0	36	$8,912.00	$250.00	$9,162.00
2	Prepare Capacity Analysis Report	0	2	12	1	24	8	47	$9,859.00		$9,859.00
3	Prepare O&M Performance Evaluation Report	0	2	12	1	32	8	55	$11,483.00		$11,483.00
4	Prepare Collection System Action Plan	0	2	10	1	24	8	45	$9,365.00		$9,365.00
5	Prepare Power Outage Contingency Plan	0	2	12	2	24	8	48	$10,086.00		$10,086.00
6	Prepare FDEP Permit Applications	4	2	10	1	16	4	37	$8,489.00	$100.00	$8,589.00
	TOTALS	8	10	80	6	128	36	268	$58,194.00	$350.00	$58,544.00

CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

Approval of the Minutes: Monday, October 26, 2026 City Commission Regular Meeting

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission review and approve the Monday, October 26, 2026 City Commission Regular Meeting minutes as presented.

CITY COMMISSION

REGULAR MEETING MINUTES
MONDAY, OCTOBER 26, 2026

CITY HALL – COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

UNAPPROVED

CALL TO ORDER
Mayor Kevin McCann called the Regular Meeting of Monday, October 26, 2026, of the City Commission to order at 6:30 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:
Mayor Kevin McCann, present
Deputy Mayor Cade Resnick, present
Commissioner Paul Diaz, present
Commissioner Victoria Bruce, present
Commissioner Sarah Baker, present
Commissioner Mark Caruso, present
City Manager Kevin Sweet, present
City Attorney Anthony Garganese, present
City Clerk Erin O'Donnell, present

The invocation was led by Pastor Eddie Rivera, followed by the Pledge of Allegiance.

Mayor McCann asked if there were any changes to the agenda. Commissioner Diaz asked that Items 301, 302 and 303 be set aside for separate discussion. The Commission agreed to pull from Consent Agenda for individual discussion and the agenda was adopted as presented.

AWARDS AND PRESENTATIONS

100. Presentation of Resolution 2026-21 recognizing the retirement of Lieutenant Tracy Fugate from the Winter Springs Police Department.

Police Chief Matthew Tracht introduced Lieutenant Fugate, noting her 31 years of service and that she follows recently retired Deputy Chief Kevin Presley. Mayor McCann read Resolution 2026-21 into the record. The resolution recognized more than 30 years of service since she joined the Police Department in November 1995, her work in the Criminal Investigations Bureau, her community outreach initiatives, and her many awards. It noted her retirement effective November 13, 2026. Lieutenant Fugate thanked the Commission, her co-workers, and her family. Police Chief Tracht announced a retirement celebration at the Civic Center on November 10. Photographs followed.

101. Promotion Ceremony-Badge Pinning and Oath of Office for Deputy Chief Brad Heath

Police Chief Tracht recognized Deputy Chief Brad Heath's more than 22 years of service and administered the oath of office. Deputy Chief Heath thanked his family, Chief Tracht, and the City Manager Sweet. He made brief remarks committing to serving the city with integrity, professionalism and accountability, and to supporting the officers of the Department.

INFORMATIONAL AGENDA
200. Not Used

PUBLIC INPUT

Mayor McCann opened Public Input.

Janet Pinnell, a Winter Springs resident, asked the Commission to pursue a traffic signal at Tuskawilla Road and Michael Blake Boulevard and to relocate the U-turn, citing accidents and expected traffic from new businesses. Mayor McCann indicated the intersection was already under review.

Paul Partyka, a Winter Springs resident, spoke in praise of Deputy Chief Heath's career and wished him success in his new role.

Leah Weisman, a Winter Springs resident, asked that traffic signals along SR 434 and Tuskawilla Road be synchronized and that trees blocking signals be trimmed.

Art Gallo, a Winter Springs resident, urged the Commission to apply prudence to its budget deliberations on Item 500. He asked to rely on the recommendations of the City Manager and Police Chief, and to prioritize public safety. He asked that his six-page position paper be entered into the minutes.

Maurice Kaprow, a Winter Springs resident, criticized candidates for blaming the City for a recent Duke Energy power surge. He urged the Commission to retain the City's Police Department rather than transfer services to the Sheriff, citing the City's past experience with costs for fire service.

Adrienne Oppenman, a Winter Springs resident, expressed support for the Police Department thanking them for their quick response time when her husband, William Opperman former Fleet Manager for the City, suffered a fatal heart attack. She urged the Commission to keep the Department and noted several ways the department has supported her and her family in the time that followed his passing.

Mayor McCann closed Public Input.

CONSENT AGENDA

Mayor McCann opened discussion on Item 301-303, at the request of Commissioner Diaz. Commissioner Caruso specified no issue for Item 301, but wanted to pull and discuss 302 and 303. All three items were discussed in further detail simultaneously. Commissioner Diaz proposed postponing the three vehicle purchases until January to allow time to review the City's longer-term financial outlook, despite the items already being budgeted in FY 27 and being confirmed as approved capital items. Mayor McCann and Deputy Mayor Resnick cautioned against delaying planned and budgeted replacement purchases, noting past deferrals had led to worn, high-mileage vehicles and larger replacement needs later.

300. FY 26-27 Asphalt Pavement Resurfacing

No discussion.

UNAPPROVED

301. Police Department Vehicle Purchase

Apart from the discussion above, Commissioner Baker noted the Police Department's current truck issues, and Police Chief Tracht explained that Item 301 is a mission-specific F-250 needed to tow heavy department trailers, including the 13,000-pound command post trailer, because the current and backup trucks are inadequate. He added that the vehicle was available at favorable state contract pricing.

302. Public Works Department Vehicle Purchase

No additional specific discussion was held on this item apart from the broader discussion on postponement and budget timing.

303. Utilities Department Vehicle Purchase

No additional specific discussion was held on this item apart from the broader discussion on postponement and budget timing.

304. Police Station Safe Room Grant Funding Modification for Extension – HMGP

No discussion.

305. Approval of the Minutes: Monday, October 12, 2026 City Commission Regular Meeting

No discussion.

MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED. MOTION BY COMMISSIONER BAKER. SECONDED BY DEPUTY MAYOR RESNICK.

VOTE: DIAZ (NAY); BRUCE (AYE); BAKER (AYE); RESNICK (AYE); CARUSO (AYE)
MOTION CARRIED: 4-1.

PUBLIC HEARINGS AGENDA

400. Second Reading of Ordinance 2026-08: Backyard Chickens

City Attorney Garganese read the title of the ordinance and noted that minor changes directed by the Commission from first reading had been incorporated. Commissioner Baker said that in response to questions she's received a webpage would provide a plain-language question and answer breakdown and information on topics like sanitation, predator protections in the code, and training classes.

Mayor McCann opened Public Input for Item 400.

Leah Weisman, a Winter Springs resident, asked about the minimum lot size for the sheltering of the chickens.

Mayor McCann closed Public Input for Item 400.

Commissioner Bruce responded to public input that the minimum is 0.15 acres, and Mayor McCann noted additional distance requirements from neighboring homes, structures, and property lines.

UNAPPROVED

MOTION TO APPROVE AND ADOPT ON SECOND READING OF ORDINANCE 2026-08: BACKYARD CHICKENS. MOTION BY COMMISSIONER BAKER. SECONDED BY COMMISSIONER BRUCE.

VOTE: BRUCE (AYE); BAKER (AYE); RESNICK (AYE); CARUSO (AYE); DIAZ (NAY)
MOTION CARRIED: 4-1.

401. Winter Springs Dentistry – SR 434/419 and Michael Blake Boulevard – Site/Final Engineering Plans, Aesthetic Review, Waivers, and Development Agreement

Community Development Director Terrilyn Rolle presented Bella Dental and PA's application for a dental office on Lot 1B of the Town Center. The half-acre site includes a 4,600-square-foot Phase One building and a planned 3,200-square-foot Phase Two expansion. The applicant requested four waivers related to building orientation, awning clearance, setback from SR 434, and streetscape planting. Staff reported that parking and traffic analyses showed adequate parking and no added traffic impact, and recommended approval subject to a development agreement, drought-tolerant grass, and substantial commencement of Phase Two within two years after the Phase One certificate of occupancy. In response to concerns of enforcement of accountability, City Attorney Garganese replied that failure to begin Phase Two could result in termination of the agreement and a new approval process, though extensions could be requested. Director Rolle added that the applicant has lined up financing and an aggressive Phase One schedule. She also confirmed that stormwater capacity is served by the existing Town Center master pond. Mayor McCann praised the landscaping plan and preservation of the specimen tree.

Mayor McCann opened Public Input for Item 401. None.
Mayor McCann closed Public Input for Item 401.

MOTION TO APPROVE ITEM 401 AS PRESENTED. MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BAKER. DISCUSSION.

VOTE: BAKER (AYE); RESNICK (AYE); CARUSO (AYE); DIAZ (AYE); BRUCE (AYE)
MOTION CARRIED: 5-0.

REGULAR AGENDA

500. Discussion on the Police Department

Mayor McCann opened discussion stating that while any commissioner may add an item to the agenda, the Commission must agree to hold the discussion. Mayor McCann asked for a motion to discontinue the discussion item citing that the discussion could negatively affect employee morale and create unnecessary stress for department personnel and requested a motion to table the discussion till after the election and outcome of Amendment 3.

During discussion of the motion, Commissioner Diaz opposed tabling the item, explaining that his request was solely for financial information and a cost comparison of maintaining the City's Police Department versus utilizing the Seminole County Sheriff's Office. He emphasized that the request was intended to fulfill his fiscal oversight responsibilities as a commissioner and was not a proposal to make any immediate decisions regarding the Department.

UNAPPROVED

MOTION TO TABLE DISCUSSION ON ITEM 500. MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER CARUSO.

VOTE: RESNICK (AYE); CARUSO (AYE); DIAZ (NAY); BRUCE (AYE); BAKER (AYE)
MOTION CARRIED: 4-1.

Before continuing to the next item, Mayor McCann expressed support for the Police Department, assuring personnel that the majority of the Commission stood behind them and reaffirming the Commission's loyalty and continued support.

501. Discussion on City Whistleblower Policy Revisions

Mayor McCann opened discussion by expressing concerns regarding the proposed whistleblower policy revisions due to pending investigations and potential conflicts with state law and the City Charter. He requested a motion to postpone consideration to avoid any appearance of interfering with the ongoing investigation. Commissioner Caruso offered a motion to continue the conversation, and Mayor McCann clarified that no motion was required to continue an item already on the agenda.

MOTION TO POSTPONE ITEM 501 UNTIL CONCLUSION OF PENDING INVESTIGATION. MOTION BY COMMISSIONER BAKER. SECONDED BY DEPUTY MAYOR RESNICK.

VOTE: CARUSO (NAY); DIAZ (NAY); BRUCE (NAY); BAKER (AYE); RESNICK (AYE)
MOTION FAILED: 2-3.

Commissioner Caruso advocated strengthening the whistleblower policy to better protect staff who report concerns. Commissioner Baker said state law already broadly covers whistleblower matters and raised concern about the cost of outside investigators. Commissioner Caruso asked whether the City's financial auditor could perform employment investigations. City Attorney Garganese answered that the auditor is not qualified for that work.

Mayor McCann stated that the policy had already been revised in 2022 following an audit and cautioned against changing it during an active investigation. Chief Tracht added that Internal Affairs investigates policy violations under specialized training and applicable law. City Manager Sweet also added that the City has a whistleblower email and phone line, but they were not used in this instance; instead, the matter was sent to elected officials and then referred to the Police Chief because Human Resources and the City Manager's office were named. He further added that the policy is distributed annually to all employees and requires employee acknowledgement of receipt.

Commissioner Bruce requested review of articles proposed by Commissioner Diaz, and Commissioner Baker summarized their overlap with state law. City Attorney Garganese said the Whistleblower Act directs complaints to the chief executive officer or another local officer, and that the Charter places personnel matters under the City Manager. He commented that some proposals raised charter concerns but could be reviewed further.

Commissioner Diaz sought clarification on the proposed revisions, and Commissioner Caruso expressed concerns about the independence of internal investigations and the need for stronger external oversight to protect whistleblowers. Commissioner Diaz emphasized the importance of confidence in the integrity of the review process.

The Commission then directed staff to review possible policy revisions, and the City Attorney agreed to report back on any illegal or ill-advised provisions.

UNAPPROVED

MOTION TO APPROVE ITEM 501 AS WRITTEN, DIRECTING STAFF TO PROCEED WITH REVISIONS TO THE CITY'S WHISTLEBLOWER POLICY AS PROPOSED BY COMMISSIONER CARUSO. MOTION BY COMMISSIONER CARUSO. SECONDED BY COMMISSIONER DIAZ.

VOTE: DIAZ (AYE); BRUCE (AYE); BAKER (NAY); RESNICK (NAY); CARUSO (AYE)
MOTION CARRIED: 3-2.

After discussion on Item 501, Commissioner Diaz asked whether any member who voted to end discussion of Item 500 would move to reconsider discussion of the item. No motion was made in support, and Mayor McCann cautioned that repeated reconsideration of votes was inappropriate.

502. City Manager's Annual Report & Achievements: 2025-2026

City Manager Sweet presented the annual report, highlighting 84,000-plus police calls, a crime reduction of more than 4 percent, a General Fund balance of about 29 percent, SRF wastewater financing, a 10-year utilities capital plan, stormwater funding, park improvements, the 2045 Comprehensive Plan, and a new development tracker. He stated the report would be posted on the city website.

Commissioner Bruce thanked the City Manager. Mayor McCann commended the progress, including an 18 percent reduction in crime over two years and the groundbreaking on wastewater plants. Deputy Mayor Resnick stated that the City felt calmer and that staff morale had improved. No action was required.

503. New Business

Deputy Mayor Resnick recommended providing residents with more frequent emergency updates, citing the recent boil-water notice. Mayor McCann encouraged residents to register for eAlerts and noted that staff had discussed ways to communicate the severity of emergencies more effectively. Commissioner Bruce recommended simplifying the notification map and expanding outreach to assisted living facilities, apartment communities, and homeowners' association management companies. Commissioner Baker reported that she had already shared recommendations with the Communications Director to improve emergency notifications and public education. Mayor McCann concluded by commending staff for their response to the boil-water notice and related communications.

Deputy Mayor Resnick also asked that a strategic planning workshop be scheduled in early January to provide the City Manager with goals. Commissioner Baker agreed that a workshop would be appropriate, and City Manager Sweet concurred.

Mayor McCann then asked for judges for the Winter Springs High School trunk or treat, and Deputy Mayor Resnick and Commissioner Bruce expressed interest.

REPORTS

600. City Manager Kevin A. Sweet

No report.

601. City Attorney Anthony A. Garganese

No report.

UNAPPROVED

602. City Clerk Erin O'Donnell

City Clerk O'Donnell noted schedule changes occurring to upcoming holidays. She reminded the Commission of its November 16 and December 14 meetings, reported that Planning and Zoning canceled its November meeting in favor of a special meeting that Thursday, and said the November 4 Parks Committee meeting would be rescheduled. Finally, she noted the Pond Maintenance and Classification Policy workshop was tentatively set for November 23, pending final scheduling confirmations.

603. Seat One Commissioner Paul Diaz

Commissioner Diaz noted that two votes that evening were 4-1. One approved $243,594 in vehicle purchases and the other declined discussion of Police Department costs. He specified he sought only a one-page spreadsheet showing what the Department owns, owes, and costs, with a quote from the Sherrif's office. He reiterated he did not intend for his discussion to make a formal decision or make changes to jobs. He wanted it noted for the record that a large amount of support that was present in Chambers from members of the Police Department when recent items affecting their department were being discussed by the Commission. He closed by stating that he will continue his requests for fiscal transparency for the residents.

604. Seat Two Commissioner Victoria Bruce

No report.

605. Seat Three Commissioner Sarah Baker

Commissioner Baker stated she was not opposed to a future cost comparison of the Police Department but believed the results of Amendment 3 would give a clearer picture of City, County and Sheriff finances. She stated she values the Police Department's services.

606. Seat Four Commissioner/Deputy Mayor Cade Resnick

Deputy Mayor Resnick asked for an update on the water plant power event and why the generators did not engage. City Manager Sweet said staff were reviewing it with Duke Energy and the City's technical consultants. Public Works and Utilities Director Clete Saunier conveyed that the contracted operator will provide a report, that responders were on site within 22 minutes, and that the system performed well. Deputy Mayor Resnick also praised Hometown Harvest attendance, noting residents' requests for more family events. Lastly, he thanked residents who reached out to share their personal stories with him following remarks about his father and expressed appreciation for their kindness and support.

607. Seat Five Commissioner Mark Caruso

Commissioner Caruso inquired as to when workshops concerning Amendment 3 would be scheduled and advised that he was available to attend on any day.

608. Mayor Kevin McCann

Mayor McCann stated that members of the Police Department are entitled to attend Commission meetings. He further stated that he did not support holding a discussion on the Police Department at that time, citing the potential negative effect such discussions could have on the organization. He referenced the City's officer-to-population ratio, recent crime reduction, and response times in support of maintaining the department. He also recognized several recent community events, including Hometown Harvest, activities of the Winter Springs Police Foundation, the St. Vincent de Paul Walk for the Poor, and the Seminole County Chamber Mayor's Update event. In closing, he expressed hope for unity following the November 3 election and thanked City staff for their service.

UNAPPROVED

PUBLIC INPUT

Mayor McCann opened Public Input.

Leah Weisman, a Winter Springs resident, spoke in support of City Clerk staff in response to comments she had seen online criticizing staff, noting that some requests must be referred to the appropriate department or source.

Art Gallo, a Winter Springs resident, asked that the chicken ordinance retain the 0.15-acre minimum lot size and commented on the boil-water alert. He supported referring the proposed whistleblower policy revisions to the City Attorney for legal review and agreed that police personnel have the right to attend Commission meetings. He also acknowledged the Commission's obligation to review spending while considering staff expertise.

Mayor McCann closed Public Input.

ADJOURNMENT
Mayor McCann adjourned the meeting at 9:40 p.m.

RESPECTFULLY SUBMITTED:

_____
ERIN O'DONNELL, MMC
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

NOTE: These Minutes were approved at the November 16, 2026 City Commission Regular Meeting.

UNAPPROVED

PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

First Reading of Ordinance 2026-09: Outdoor Storage and Warehousing Requirements

SUMMARY

The Community Development Department has worked with the City Attorney's Office to draft proposed changes to Chapter 20, Zoning, Article III, Establishment of Districts, Division 8, C-2 General Commercial District, Section 20-256, Supplemental Outdoor Storage and Warehousing Requirements, to provide that, in addition to concrete and asphalt, #57 stone stabilized by turfblocks or proprietary cellular or modular porous paving systems may be utilized for drive aisle surfaces in certain circumstances, in order to reduce impervious surface impacts.

On October 29, 2026, the Planning and Zoning Board (Local Planning Agency) conducted a Public Hearing for the first reading of Ordinance 2026-09, and concluded with a recommendation of approval to the City Commission.

FUNDING SOURCE

RECOMMENDATION

Staff recommends that the City Commission hold a Public Hearing for the first reading of Ordinance 2026-09.

ORDINANCE NO. 2026-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING CHAPTER 20, *ZONING*, ARTICLE III, *ESTABLISHMENT OF DISTRICTS*, DIVISION 8, *C-2 GENERAL COMMERCIAL DISTRICT*, SECTION 20-256, *SUPPLEMENTAL OUTDOOR STORAGE AND WAREHOUSING REQUIREMENTS*, OF THE CITY OF WINTER SPRINGS CODE OF ORDINANCES TO ALLOW FOR THE USE OF ADDITIONAL TYPES OF PAVEMENT MATERIALS AT OUTDOOR STORAGE AND WAREHOUSING PARKING FACILITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Chapter 20, *Zoning*, Article III, *Establishment of Districts*, Division 8, C-2 *General Commercial District*, establishes the uses permitted in the C-2 District and sets forth building regulations for construction and development in the C-2 District; and

WHEREAS, Section 20-252(34) allows as a permitted use outdoor storage facilities specifically designed for the parking and storage of vehicles, equipment, goods and materials, provided said storage occurs on real property located adjacent to a state collector road and within and adjacent to an electric transmission line right-of-way/easement, and railroad track right-of-way/easement and provided the facility shall be subject to the supplemental regulations set forth in section 20-256; and

WHEREAS, Section 20-256 of the Code establishes supplemental regulations for outdoor storage and warehousing in the C-2 District, including regulations concerning parking area and drive aisle surface materials, and requirements that parking surfaces be improved to meet City drainage and paving codes; and

WHEREAS, the City desires to revise Section 20-256 to provide that, in addition to concrete and asphalt, #57 stone stabilized by turfblocks or proprietary cellular or modular porous paving systems may be utilized for drive aisle surfaces in certain circumstances, in order to reduce impervious surface impacts; and

WHEREAS, on the _____ day of _____, 2026, the City's Land Planning Agency reviewed the proposed amendments to Section 20-256 as set forth herein, and has recommended approval of the proposed amendments to the City Commission; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Commission of Winter Springs.

Section 2. Code Amendments. The City of Winter Springs Code of Ordinances Chapter 20, *Zoning*, Article III, *Establishment of Districts*, Division 8, *C-2 General Commercial District*, is hereby amended as set forth below. (Underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Chapter 20. It is intended that the text in Chapter 20 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance).

Chapter 20 – ZONING

* * *

Article III. – ESTABLISHMENT OF DISTRICTS

* * *

DIVISION 8. – C-2 GENERAL COMMERCIAL DISTRICT

* * *

Sec. 20-256 – Supplemental outdoor storage and warehousing requirements.

In addition to other applicable provisions of the City Code and other requirements imposed by the city in accordance with the city's development review process (including site plan review), open storage uses under this division, except as provided in section 20-252(2), shall also be subject to the following requirements:

* * *

(15) Parking surfaces on the property shall be improved to meet City paving and drainage codes. However, R.A.P parking improvements shall be permitted in storage areas provided that the main drive aisles are paved with asphalt or concrete. Notwithstanding the foregoing, in order to reduce impervious surface impacts, the City Commission may permit drive aisle surfaces located on properties which include or are adjacent to a jurisdictional wetland, natural waterbody, or natural

watercourse to be paved with #57 stone stabilized by concrete or plastic turfblocks and/or proprietary cellular or modular porous paving systems installed in accordance with all manufacturers' specifications.

* * *

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to the City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on this _____ day of _____, 2026.

By:_____

Print: _____
Mayor

ATTEST:

_____
Erin O'Donnell
City Clerk

Approved as to legal form and sufficiency for
the City of Winter Springs only:

_____

Anthony A. Garganese
City Attorney

Legal Ad: _____
First Reading: _____
Legal Ad: _____
Second Reading: _____
Effective Date: _____

Ordinance No. 2026-09 Outdoor Storage and Warehousing Requirements

City Commission

Terrilyn Rolle

Director of Community Development

Background

- The Community Development Department has worked with the City Attorney's Office to draft proposed changes to Chapter 20, zoning, Article III, Establishment of Districts, Division 8, C-2 General Commercial District, Section 20-256, Supplemental Outdoor Storage and Warehousing requirements to allow for the use of additional types of pavement materials at outdoor storage and warehousing parking facilities. The City previously adopted supplemental outdoor storage and warehousing requirements in 2017.

- In recent months, Staff has found that permitted parking area and drive aisle surface materials does not provide alternatives to reduce impervious surface impacts on properties that include or are adjacent to a jurisdictional wetland, natural waterbody, or natural watercourse. In order to alleviate this issue, Ordinance 2026-09 was drafted to add alternatives to this section of the City Code.

- The proposed changes are limited to the supplemental outdoor storage and warehousing requirements, one new development and/ or businesses would be potentially impacted by this ordinance.

- The Planning and Zoning Board/Local Planning Agency voted unanimously on October 29, 2026, to hold a Public Hearing for the first reading, and recommend approval of Ordinance 2026-09.

Sec. 20-256(15). Outdoor Storage and Warehousing Requirements Overview

Ordinance No. 2026-09
Outdoor Storage and
Warehousing Requirements

Existing Text Language:

"(15) Parking surfaces on the property shall be improved to meet City paving and drainage codes. However, R.A.P. parking improvements shall be permitted in storage areas provided that the main drive aisles are paved with asphalt or concrete."

Proposed Text Language (new language highlighted/underlined):

"(15) Parking surfaces on the property shall be improved to meet City paving and drainage codes. However, R.A.P parking improvements shall be permitted in storage areas provided that the main drive aisles are paved with asphalt or concrete. Notwithstanding the foregoing, in order to reduce impervious surface impacts, the City Commission may permit drive aisle surfaces located on properties which include or are adjacent to a jurisdictional wetland, natural waterbody, or natural watercourse to be paved with #57 stone stabilized by concrete or plastic turfblocks and/or proprietary cellular or modular porous paving systems installed in accordance with all manufacturers' specifications."

*R.A.P. = Reclaimed Asphalt Pavement

Drive Aisle Surface Imagery

Ordinance No. 2026-09
Outdoor Storage and
Warehousing Requirements

Existing text language for permitted main drive aisle surfaces:



Public Hearings
Agenda

City Commission

November 16, 2026

Drive Aisle Surface Imagery

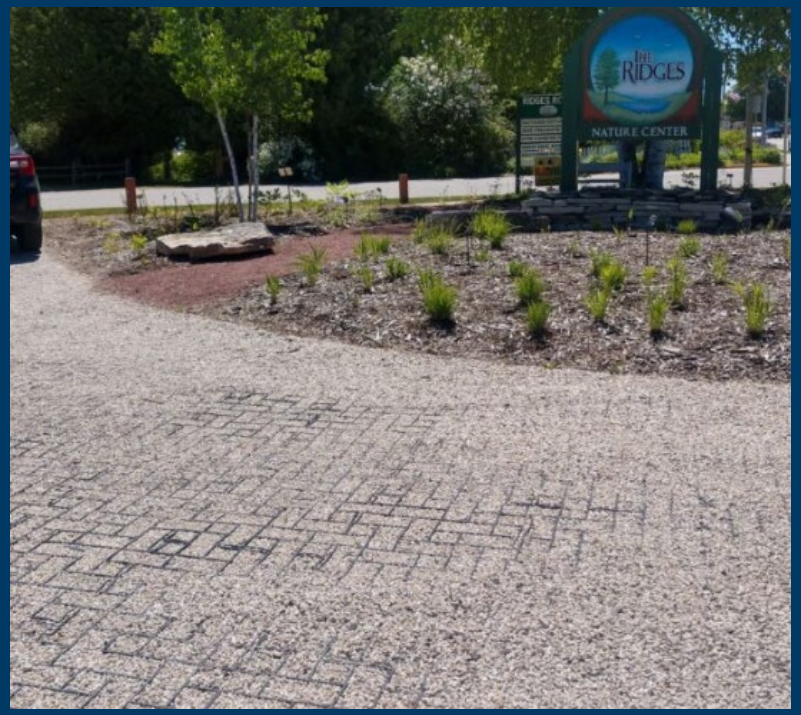
Ordinance No. 2026-09
Outdoor Storage and
Warehousing Requirements

Proposed text language for the additional permitted main drive aisle surfaces (examples):

#57 Stone Stabilized By Concrete



Porous Paving System



Public Hearings
Agenda

City Commission

November 16, 2026

Staff Recommendation

Staff recommends that the City Commission commence with the first reading and recommend adoption of Ordinance 2026-09 for the changes to Chapter 20, zoning, Article III, Establishment of Districts, Division 8, C-2 General Commercial District, Section 20-256, Supplemental Outdoor Storage and Warehousing requirements to allow for the use of additional types of pavement materials at outdoor storage and warehousing parking facilities.

Ordinance No. 2026-09
Outdoor Storage and Warehousing Requirements

Public Hearings Agenda

City Commission

November 16, 2026

Ordinance No. 2026-09
Outdoor Storage and
Warehousing Requirements

ANY QUESTIONS?

Public Hearings
Agenda

City Commission

November 16, 2026

CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708-2799
TELEPHONE: (407) 327-1800
FACSIMILE: (407) 327-4753
WEBSITE: www.winterspringsfl.org

BUSINESS IMPACT ESTIMATE PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published.

City Commission Meeting Dates: **First Reading: November 16, 2026**
Second Reading: December 14, 2026

Ordinance Number: 2026-09

Posted To Webpage: Monday, October 26, 2026

Date of Publication: Monday, October 26, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING CHAPTER 20, ZONING, ARTICLE III, ESTABLISHMENT OF DISTRICTS, DIVISION 8, C-2 GENERAL COMMERCIAL DISTRICT, SECTION 20-256, SUPPLEMENTAL OUTDOOR STORAGE AND WAREHOUSING REQUIREMENTS, OF THE CITY OF WINTER SPRINGS CODE OF ORDINANCES TO ALLOW FOR THE USE OF ADDITIONAL TYPES OF PAVEMENT MATERIALS AT OUTDOOR STORAGE AND WAREHOUSING PARKING FACILITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

This Business Impact Estimate may be revised following its initial posting.

__ 7. Ordinances enacted to implement the following:

__ a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

__ b. Sections 190.005 and 190.046;

__ c. Section 553.73, relating to the Florida Building Code; or

__ d. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.
Summary of the proposed ordinance and statement of public purpose:

The proposed ordinance makes changes to Chapter 20, zoning, Article III, Establishment of Districts, Division 8, C-2 General Commercial District, Section 20-256, Supplemental Outdoor Storage and Warehousing requirements to allow for the use of additional types of pavement materials at outdoor storage and warehousing parking facilities. The City previously adopted supplemental outdoor storage and warehousing requirements in 2017.

Part II.
Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Springs: (fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:
- Not applicable

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
- Not applicable

(c) An estimate of the City of Winter Springs' regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
- Not applicable

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:
- The proposed changes are limited to the supplemental outdoor storage and warehousing requirements, one new development and/ or businesses would be potentially impacted by this ordinance.

Part IV.
Additional Information the City Commission may find useful (if any):
- Not applicable

This Business Impact Estimate may be revised following its initial posting.

LegalNotices

Additional Public Notices can be found online at classifieds.orlandosentinel.com and floridapublicnotices.com

Foreclosures

NOTICE OF FORECLOSURE SALE

IN THE COUNTY COURT OF THE FIFTH JUDICIAL CIRCUIT, IN AND FOR LAKE COUNTY, FLORIDA
CASE NO. 2025 CC 009851

FLORIDA CREDIT UNION,
Plaintiff,
vs.
ANDREA ARLENE TAYLOR AS PERSONAL REPRESENTATIVE OF THE ESTATE OF NICOLAS ROBERT TAYLOR, JADA TAYLOR, ROOF PRO, CHESTERBROOK OF LEESBURG CONDOMINIUM ASSOCIATION, INC, AND OVIEDO-CLERMONT ROOFING,
Defendant(s).

Notice is hereby given that the undersigned, Clerk of Circuit Court, Lake County, Florida, will on November 24, 2026, beginning at 11:00 a.m. EST, at the at the Lake County Courthouse, 550 West Main Street, Tavares, FL offer for sale and sell at public outcry, one by one, to the highest bidder for cash, the property located in Lake County, Florida, as follows:

UNIT A, BUILDING 101, OF CHESTERBROOK OF LEESBURG, PHASE 1, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE(S) 502, AND ALL SUBSEQUENT AMENDMENTS THERETO, TOGETHER WITH AN UNDIVIDED SHARE IN THE COMMON ELEMENTS, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

pursuant to the Final Judgment of Foreclosure entered on October 7, 2026, in the above-styled cause, pending in said Court.
Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens must file a claim with the Clerk no later than the date the Clerk reports the funds as unclaimed.

Gary J. Cooney, Clerk
Clerk of Circuit Court
166770 10/19/2026 10/26/2026

NOTICE OF SALE PURSUANT TO CHAPTER 45

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2025-CA-003404-O

WILMINGTON SAVINGS FUND SOCIETY, FSB, not in its individual capacity, but solely as trustee of MFA 2021-INV2 Trust,

Plaintiff,
vs.

JBET FINANCIAL SOLUTIONS, LLC, a Florida limited liability company; GISELA ESCOBAR; CITY OF ORLANDO; COBALT FUNDING SOLUTIONS LLC; RESERVE CAPITAL MANAGEMENT; DEPARTMENT OF THE TREASURY—INTERNAL REVENUE SERVICE; VALENCIA HILLS HOMEOWNERS ASSOCIATION, INC.; UNKNOWN TENANTS #1-2;

Defendants.

NOTICE IS HEREBY GIVEN, in accordance with Final Judgment of Foreclosure dated June 22, 2026, and the Order Granting Motion to Reset Sale dated October 13, 2026, entered in Case No. 2025-CA-003404-O, in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, wherein Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as trustee of MFA 2021-INV2 Trust is the Plaintiff, and JBET Financial Solutions, LLC, a Florida limited liability company; Gisela Escobar; City of Orlando; Cobalt Funding Solutions LLC; Reserve Capital Management; Department of the Treasury-Internal Revenue Service; Valencia Hills Homeowners Association, Inc.; Unknown Tenant #1 n/k/a Roddy Simon and Unknown Tenant #2 n/k/a Omer Ben Simon are the Defendants. Tiffany Moore Russell, the Clerk of Court, will sell to the highest and best bidder for cash at www.myorangeclerk.realforeclose.com, on the Clerk's website for online auctions at 11:00 AM, on November 18, 2026, the following described property as set forth in said Order of Final Judgment, to wit:

Parcel 1:
Lot 10, Block 1, MONTEREY SUBDIVISION UNIT SIX, according to the map or plat thereof as recorded in Plat Book W, Page 68, Public Records of Orange County, Florida

Parcel Identification Number: 33-22-30-5712-09-100
Also known as 5571 Curry Ford Road, Orlando, FL 32822

Parcel 2:
Lot 77, VALENCIA HILLS UNIT ONE, according to the map or plat thereof as recorded in Plat Book 13, Page 120, Public Records of Orange County, Florida

Parcel Identification Number: 35-22-28-8838-00-770

Also known as 440 Satsuma Lane, Orlando, FL 32835

ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM BEFORE THE CLERK REPORTS THE SURPLUS AS UNCLAIMED.

Dated: October 15, 2026
Respectfully submitted,
ATLAS | SOLOMON, LLP
Counsel for Plaintiff
By:/s/ Dorothy Ann A. Dlugolecki
Eric S. Matthew, Esq.
Florida Bar No. 26539
Dorothy Ann A. Dlugolecki, Esq.
Florida Bar No. 1022496
819 SW Federal Hwy, Suite 301
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Published: Orlando Sentinel
Atlas | Solomon, LLP
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Stuart, FL 34994
P: (772) 247-0157
Email: bcannata@atlas-solomon.com
Attorney for the Plaintiff

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE ADA COORDINATOR, HUMAN RESOURCES, ORANGE COUNTY COURTHOUSE, 425 N. ORANGE AVENUE, SUITE 510, ORLANDO, FLORIDA, (407) 836-2303, AT LEAST 7 DAYS BEFORE YOUR SCHEDULED COURT APPEARANCE, OR IMMEDIATELY UPON RECEIVING THIS NOTIFICATION IF THE TIME BEFORE THE SCHEDULED APPEARANCE IS LESS THAN 7 DAYS; IF YOU ARE HEARING OR VOICE IMPAIRED, CALL 711.

Notice of Action

NOTICE OF ACTION

FLORIDA DEPARTMENT OF LAW ENFORCEMENT,
Petitioner
vs.
AVINASH JAWAHIR, Case #52551
Respondent

NOTICE OF ACTION

TO: AVINASH JAWAHIR
Residence Unknown

YOU ARE NOTIFIED that an Administrative Complaint has been filed against you seeking to revoke your CORRECTIONAL Certificate in accordance with Section 943.1395, F.S., and any rules promulgated thereunder.

You are required to serve a written copy of your intent to request a hearing pursuant to Section 120.57, F.S. upon Keith Wilmer, Criminal Justice Professionalism, Standards & Training Services, Florida Department of Law Enforcement, P. O. Box 1489, Tallahassee, Florida 32302-1489, on or before December 12, 2026. Failure to do so will result in a default being entered against you to Revoke said certification pursuant to Section 120.60, F.S., and Rule 11B-27, F.A.C.

Dated: October 12, 2026
Keith Wilmer, Criminal Justice Professionalism, Standards & Training Director
FLORIDA DEPARTMENT OF LAW ENFORCEMENT
By: -s- Mitchell Baxley, Division Representative

TIME FOR A NEW VEHICLE?
To advertise your vehicle for sale go to advertise.orlandosentinel.com

Notice of Action

NOTICE OF ACTION

FLORIDA DEPARTMENT OF LAW ENFORCEMENT,
Petitioner
vs.
DEMETRIA A. WILSON, Case #47635
Respondent

NOTICE OF ACTION

TO: DEMETRIA A. WILSON
Residence Unknown

YOU ARE NOTIFIED that an Administrative Complaint has been filed against you seeking to revoke your CORRECTION PROBATION Certificate in accordance with Section 943.1395, F.S., and any rules promulgated thereunder.

You are required to serve a written copy of your intent to request a hearing pursuant to Section 120.57, F.S. upon Keith Wilmer, Criminal Justice Professionalism, Standards & Training Services, Florida Department of Law Enforcement, P. O. Box 1489, Tallahassee, Florida 32302-1489, on or before December 12, 2026. Failure to do so will result in a default being entered against you to Revoke said certification pursuant to Section 120.60, F.S., and Rule 11B-27, F.A.C.

Dated: October 12, 2026
Keith Wilmer, Criminal Justice Professionalism, Standards & Training Director
FLORIDA DEPARTMENT OF LAW ENFORCEMENT
By: -s- Mitchell Baxley, Division Representative

Notice of Public Meeting

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Knightsbridge Community Development District (the "District") the location of which is generally described as comprising of a parcel or parcels of land containing approximately 114.62 acres located within the City of Kissimmee, Osceola County, Florida on the north side of Sunrail Old State Road No. 2 and on the southeast side of Poinciana Boulevard in Sections 35 and 36, Township 25 South, Range 28 East, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business, which may properly come before the Board.

DATE: November 16, 2026
TIME: 10:30 a.m.
PLACE: Oasis Club at ChampionsGate
1520 Oasis Club Blvd.
ChampionsGate, Florida 33896

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 219 E. Livingston Street, Orlando, Florida 32801. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 219 E. Livingston Street, Orlando, Florida 32801. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC
172936 10/26, 11/2/2026

NOTICE OF PUBLIC HEARINGS
CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE PLANNING AND ZONING BOARD AND THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2026-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING CHAPTER 20, ZONING, ARTICLE III, ESTABLISHMENT OF DISTRICTS, DIVISION 8, C-2 GENERAL COMMERCIAL DISTRICT, SECTION 20-256, SUPPLEMENTAL OUTDOOR STORAGE AND WAREHOUSING REQUIREMENTS, OF THE CITY OF WINTER SPRINGS CODE OF ORDINANCES TO ALLOW FOR THE USE OF ADDITIONAL TYPES OF PAVEMENT MATERIALS AT OUTDOOR STORAGE AND WAREHOUSING PARKING FACILITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

THE PLANNING AND ZONING BOARD PUBLIC HEARING
WILL BE HELD ON THURSDAY, OCTOBER 29, 2026,
AT 5:30 P.M. OR SOON THEREAFTER IN THE
COMMISSION CHAMBERS LOCATED AT
WINTER SPRINGS CITY HALL
1126 EAST STATE ROAD 434
WINTER SPRINGS, FL 32708

THE CITY COMMISSION FIRST READING PUBLIC HEARING
WILL BE HELD ON MONDAY, NOVEMBER 16, 2026
AT 6:30 P.M. OR SOON THEREAFTER IN THE
COMMISSION CHAMBERS LOCATED AT
WINTER SPRINGS CITY HALL
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA

THE PLANNING AND ZONING BOARD AND/OR THE CITY COMMISSION RESERVE THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING(S) ON THESE ORDINANCES AT THE ABOVE-LISTED MEETINGS WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk,

172972 10/26/26

NEWSLETTERS
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Notice of Public Meeting

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE STOREY CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Storey Creek Community Development District (the "District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 389.39 acres located in Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District Board of Supervisors. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business, which may properly come before the Board.

DATE: November 16, 2026
TIME: 10:30 a.m.
PLACE: Oasis Club at ChampionsGate
1520 Oasis Club Blvd.
ChampionsGate, Florida 33896

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 219 E. Livingston Street, Orlando, Florida 32801. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 219 E. Livingston Street, Orlando, Florida 32801. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC
10/26, 11/2/2026 172945

NOTICE OF LANDOWNERS' MEETING AND OF THE OLYMPUS COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Olympus Community Development District ("District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 247 acres, generally located east of U.S. Highway 27, south and west of Schofield Road, and north of Trout Lake, in the City of Clermont, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) person/people to the District's Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 9, 2026
TIME: 10:00 a.m.
PLACE: Holiday Inn Express
1810 S. Highway 27
Clermont, Florida 34711

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, Ph: (407) 723-5900 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting is open to the public and will be conducted in accordance with the provisions of Florida law, and may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Lynne Mullins
District Manager
139287 10/19, 10/26/2026

NOTICE OF PUBLIC MEETING
COMMERCIAL PROPERTIES DEVELOPMENT COMMITTEE OF THE GREATER ORLANDO AVIATION AUTHORITY

Notice is hereby given that the Commercial Properties Development Committee of the Greater Orlando Aviation Authority will hold a meeting on Wednesday, November 4, 2026, at 9:30 a.m. in Conference Room Konstan of the GOAA Administration Building at Orlando Executive Airport, 365 Rickenbacker Drive, Orlando, FL 32803. Persons with disabilities needing assistance to participate in these proceedings should contact the Aviation Authority offices at 407-825-2001, 48 hours in advance of the public meeting. Additional information may be obtained from the Senior Vice President of Real Estate, Jay Cassens, at jay.cassens@goaa.org, (407) 825-3884, or at https://flymco.com/airport-business/sunshine-meetings/
157851 10/26, 10/29/2026

NEW AD PLACEMENT – Go to advertise.orlandosentinel.com

Notice of Public Meeting

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Old Hickory Community Development District (the "District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 175.395 acres located within the City of St. Cloud, Osceola County, Florida, on the north and south sides of Nolte Road, approximately 0.5 miles west of Old Hickory Tree Road in sections 13 and 24, Township 26 South, Range 30 East advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District Board of Supervisors. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business, which may properly come before the Board.

DATE: November 16, 2026
TIME: 10:30 a.m.
PLACE: Oasis Club at ChampionsGate
1520 Oasis Club Blvd.
ChampionsGate, Florida 33896

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 219 E. Livingston Street, Orlando, Florida 32801. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 219 E. Livingston Street, Orlando, Florida 32801. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC
172952 10/26, 11/2/2026

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Grande Pines Community Development District ("District") the location of which is generally described as comprising a parcel of land containing approximately 118.79 acres located in Orange County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: Monday, November 16, 2026
TIME: 10:00 AM
PLACE: Offices of GMS-CF, LLC
219 East Livingston Street
Orlando, FL 32801

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Governmental Management Services – Central Florida LLC, 219 East Livingston Street, Orlando, Florida 32801 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Jason Showe
District Manager
Governmental Management Services – Central Florida, LLC
163924 10/19/2026 10/26/2026

GARAGE SALES
Advertise your garage sale in the Orlando Sentinel at advertise.orlandosentinel.com

Other Legal Notices

NOTICE OF AGENCY ACTION

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that on October 1, 2026 the District issued Permit No. 3202-15 for a Consumptive Use Permit to serve (type of project) Institutional activities. The total allocation authorized is 1.11 mgd of (groundwater/surface water). The project is located in Orange County, Section(s) 2, 3, 10, 11, Township 22 South, Range 31 East. The permit applicant is University of Central Florida.
If you wish to receive a copy of a Technical Staff Report (TSR) that provides the St. Johns River Water Management District (District) staffs' analysis on the above-listed compliance report(s) and associated permit(s), please submit your request to Office Director, Office of Records and Regulatory Support, PO Box 1429, Palatka, FL 32178-1429. You may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting/index.html. To obtain information on how to find and view a TSR, visit https://permitting.sjrwmd.com/epermitting/html/EP_FAQs.html, and then follow the directions provided under "How to find a Technical Staff Report (TSR) or other application file documents."
A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the District. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the next regular District business day. A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, F.A.C.), which is available for viewing at www.sjrwmd.com. The District will not accept a petition sent by facsimile (fax). Mediation may be available if you meet the conditions stated in the full Notice of Rights (see last paragraph).
The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, F.S., Chapter 28-106, F.A.C., and Rule 40C-1.1007, F.A.C. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).
If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the Consumptive Use Permit Application(s) described above. You can also request the Notice of Rights by contacting the Office Director, Office of Records and Regulatory Support, P. O. Box 1429, Palatka, FL 32178, phone (386)329-4570.

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The City of Edgewood, Florida (the "City") hereby provides notice, pursuant to section 197.3632, Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to fund the cost of providing fire protection services within the incorporated area of the City of Edgewood, commencing with the Fiscal Year beginning October 1, 2027 and continuing until discontinued by the City. The City Council will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 6:30 p.m. on Tuesday, November 17, 2026, in the City Council Chambers located at 405 Bagshaw Way, Edgewood, Florida 32809. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Office of the City Clerk, City Hall, located at 405 Bagshaw Way, Edgewood, Florida 32809, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday and between the hours of 8:00 a.m. and Noon on Fridays.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (407) 851-2920 at least two (2) business days prior to the date of the hearing.
158273 10/16/2026 10/26/2026 11/02/2026 11/09/2026

NOTICE OF MUNICIPAL ELECTION
CITY OF MAITLAND

Pursuant to Section 100.021, Florida Statutes, notice is hereby given that the City of Maitland will hold a General Municipal Election on March 9, 2027, for the purpose of electing a Mayor for a full three-year term and a Councilmember for the unexpired term of Council Seat 3.

If no candidate for an office receives a majority of the total votes cast for that office, a run-off election will be held on April 13, 2027.

The candidate qualifying period begins November 16, 2026, at 8:00 a.m. and ends November 19, 2026, at 5:00 p.m. Any person wishing to qualify must submit at least fifty (50) candidate petition forms to the City Clerk's Office. The petition submittal period begins November 2, 2026,
at noon and ends November 6, 2026, at noon.

For candidate qualifications, filing requirements, and additional election information, contact the City Clerk's Office at 407-539-6219 or visit maitlandfl.gov, City Elections.

/s/ Lori Hollingsworth
City Clerk

AVISO DE ELECCIÓN MUNICIPAL
CIUDAD DE MAITLAND

De acuerdo con la Sección 100.021 de los Estatutos de Florida, se notifica que la ciudad de Maitland celebrará unas elecciones municipales generales el 9 de marzo de 2027, con el fin de elegir a un alcalde para un mandato completo de tres años y a un concejal para el mandato no expirado del Escaño 3 del Concejo.

Si ningún candidato obtiene la mayoría de los votos totales emitidos para ese cargo, se celebrará una segunda vuelta el 13 de abril de 2027.

El periodo de calificación para candidatos comienza el 16 de noviembre de 2026 a las 8:00 a.m. y finaliza el 19 de noviembre de 2026 a las 5:00 p.m. Cualquier persona que desee calificar debe presentar al menos cincuenta (50) formularios de solicitud de candidato a la Oficina del Secretario Municipal. El periodo de presentación de peticiones comienza el 2 de noviembre de 2026 a las 12:00 del mediodía y termina el 6 de noviembre de 2026 a las 12:00 del mediodía.

Para las cualificaciones de los candidatos, requisitos de presentación e información adicional sobre las elecciones, comuníquese con la Oficina de la Secretaria Municipal al 407-539-6219 o visite maitlandfl.gov, City Elections.

/s/ Lori Hollingsworth
Secretaria Municipal
156229 10/17/2026 10/26/2026

HUGE SALE
GARAGE SALES
In the Orlando Sentinel classifieds and online at classifieds.orlandosentinel.com

Other Legal Notices

NOTICE OF TEMPORARY FACILITY

In accordance with Florida Department of Transportation (FDOT) procedure, Florida Administrative Code Chapter 14-60, Airport Licensing, Registration, and Airspace Protection, Universal City Development Partners, Ltd. is hereby providing public notice that it intends to establish and register a temporary airport (a temporary landing site) on property within the Universal Boulevard Planned Development. The temporary landing site will be located south of West Sand Lake Road and east of Kirkman Road in Orlando, Orange County, Florida. Specifically, the temporary landing site will be located within Section 31, Township 23S, Range 29E at Latitude N 28° 26' 37.05" and Longitude W 81° 26' 56.97". The temporary landing site is intended for operation under visual flight rules for fewer than 30 consecutive days with no more than 10 aircraft operations per day. There will be no aircraft based and no aircraft fueling or charging on the premises. Parties requiring additional information regarding this temporary landing site are invited to contact Michael Denny, VP of External Affairs at michael.denny@udx.com.

PUBLIC NOTICE

The Orange County Public Works Department hereby gives notice of the County's intent to revise the flood hazard information, generally located between South Orange Avenue and the Central Florida Commuter Rail Line. The flood hazard revisions are being proposed as part of Conditional Letter of Map Revision (CLOMR) Case No. 26-04-1013R for a proposed project along a wetland upstream of Mill Slough. Kimley-Horn is proposing to construct a stormwater management system and place fill as part of a proposed multifamily development.

Once the project has been completed, a Letter of Map Revision (LOMR) request should be submitted that will, in part, revise the following flood hazards along 21-N Ditch, TUP Dry Pond, and TUP Wet Pond.

Base Flood Elevations will be established along 21-N Ditch, TUP Dry Pond, and TUP Wet Pond. The Special Flood Hazard Area will increase, decrease, and be established along 21-N Ditch, TUP Dry Pond, and TUP Wet Pond.

Maps and detailed analysis of the revision can be reviewed at the Public Works Department at 4200 S. John Young Parkway, Orlando, FL 32839. Interested persons may call Michael Drozeck, PE, CFM, at 407-836-7945 for additional information during normal business hours.

Termination of Parental Rights

AMENDED NOTICE OF ACTION FOR PETITION FOR TERMINATION OF PARENTAL RIGHTS OR IN THE ALTERNATIVE PETITION TO ESTABLISH PATERNITY AND OTHER RELIEF

In the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida
Case No.: 2026-DR-007107-O
Victoria Vargas, Petitioner/Mother, and
Spencer Adam Call, Respondent/Father
To: Spencer Adam Call
Last Known address of:
8 Springside Rd Trlr 5
Asheville, NC 28803-3392
YOU ARE NOTIFIED that an action for Petition for Termination of Parental Rights or in the Alternative Petition to Establish Paternity and other relief has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on Mary Zogg, Esquire, mary@yourfamilylawadvocate.com and paralegal1@yourfamilylawadvocate.com , 501 N Magnolia Ave., Orlando, FL 32801 on or before 11-26-26, and file the original with the clerk of this Court, located at The Clerk of Court, Domestic Division, 425 N Orange Ave, Orlando, FL 32801, before service on Mary Zogg, Esq.or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in the petition.
Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.
You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the addresses on record at the clerk's office.
WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.
Dated on this 5th day of October 2026
Clerk of Circuit Court
By: /S/ Robert Hingston
as Deputy Clerk
171929 10/26, 11/2, 11/9, 11/16/2026

STATE OF CONNECTICUT
SUPERIOR COURT
JUVENILE MATTERS
ORDER OF NOTICE

Notice to: Jynell Williams, mother of child born on 09/13/2012
A petition has been filed seeking: Termination of parental rights of the above named in minor child.
The petition, whereby the court's decision can affect your parental rights, if any, regarding minor child will be heard on 11/12/2026 at 10:00 a.m. at 7 Kendrick Avenue, Waterbury, CT 06702. Therefore, ORDERED, that notice of the hearing of this petition be given by publishing this Order of Notice once, immediately upon receipt, in the Orlando Sentinel, a newspaper having a circulation in the town/city of Orlando, FL.
Judge: Hon. Sara Nadim
Administrative Clerk: Timothy Augeri
Date signed: 10/21/2026
RIGHT TO COUNSEL: Upon proof of inability to pay for a lawyer, the court will provide one for you at court expense. Any such request should be made immediately at the court office where your Hearing is to be held.
171923 10/26/26

Community BulletinBoard

Home Improvement

BATH & SHOWER UPDATES - BATH & SHOWER UPDATES in as little as ONE DAY! Affordable prices - No payments for 18 months! Lifetime warranty & professional installs. Senior & Military Discounts available. Call: 1-877-317-0311.

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Winter Springs, FL 32708-2715

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1126 E State Road 434
Winter Springs, FL 32708-2715

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of Ordinance 2026-09 Outdoor Storage and Warehousing Requirements Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 26 Oct 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 26 Oct 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

172972

NOTICE OF PUBLIC HEARINGS
CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE PLANNING AND ZONING BOARD AND THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2026-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING CHAPTER 20, ZONING, ARTICLE III, ESTABLISHMENT OF DISTRICTS, DIVISION 8, C-2 GENERAL COMMERCIAL DISTRICT, SECTION 20-256, SUPPLEMENTAL OUTDOOR STORAGE AND WAREHOUSING REQUIREMENTS, OF THE CITY OF WINTER SPRINGS CODE OF ORDINANCES TO ALLOW FOR THE USE OF ADDITIONAL TYPES OF PAVEMENT MATERIALS AT OUTDOOR STORAGE AND WAREHOUSING PARKING FACILITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

THE PLANNING AND ZONING BOARD PUBLIC HEARING
WILL BE HELD ON THURSDAY, OCTOBER 29, 2026,
AT 5:30 P.M. OR SOON THEREAFTER IN THE
COMMISSION CHAMBERS LOCATED AT
WINTER SPRINGS CITY HALL
1126 EAST STATE ROAD 434
WINTER SPRINGS, FL 32708

THE CITY COMMISSION FIRST READING PUBLIC HEARING
WILL BE HELD ON MONDAY, NOVEMBER 16, 2026
AT 6:30 P.M. OR SOON THEREAFTER IN THE
COMMISSION CHAMBERS LOCATED AT
WINTER SPRINGS CITY HALL
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA

THE PLANNING AND ZONING BOARD AND/OR THE CITY COMMISSION RESERVE THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING(S) ON THESE ORDINANCES AT THE ABOVE-LISTED MEETINGS WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk,

172972 10/26/26

172972

REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

Resolution of Necessity No. 2026- 23; West Water Reclamation Facility; Parcel No. 100

SUMMARY

A. Evaluative Process

Staff recommends that the City Commission adopt the attached resolution of necessity, Resolution 2026-23, authorizing staff , City Attorney, and outside special legal counsel to initiate condemnation proceedings to acquire fee simple title to Parcel No. 100 through eminent domain (see attached Exhibit "A"). The acquisition serves the public purpose of obtaining land reasonably needed to renovate the West Water Reclamation Facility ("West WRF") at 1000 West State Road 434, Winter Springs, Florida 32708.

Condition assessments analysis reported in the April 2022 Conceptual Design Report determined that the East Water Reclamation Facility ("East WRF") and West WRF both required complete replacement because of their age and the condition of their equipment and infrastructure. The City retained Carollo Engineers, Inc. ("Carollo") to assist in designing both replacement facilities. A central design objective was to standardize unit processes and equipment across the facilities to simplify operations and maintenance ("O&M"), improve spare parts availability, streamline operator training, and increase construction efficiency.

The City prioritized replacement of the East WRF because of its overall condition. Final design is complete, and construction is underway. The City selected a Construction Manager at Risk ("CMAR") to build both replacement facilities. The CMAR established a Guaranteed Maximum Price ("GMP") of $65,847,589 for East WRF construction. Because the facilities share a standardized design approach, the East WRF GMP provides a reasonable basis for estimating West WRF construction costs, excluding the significant site-specific and environmental considerations discussed in the November 3, 2026 Site Alternative Evaluation Technical Memorandum ("TM") (see attached Exhibit "B"). The anticipated East WRF construction costs exclude land acquisition and litigation costs associated with the City's exercise of eminent domain to acquire Parcel 100.

The TM identified three alternative design scenarios and evaluated them based on the following criteria:

- **Public Health and Safety** - The ability to maintain reliable treatment and minimize risk to the public during construction and operation;

- **Long-Term Planning** - The ability to support future growth, regulatory requirements, resiliency, and facility expansion;
- **Environmental Considerations** - Potential impacts on environmental resources, stormwater systems, wetlands, and surrounding properties. A November 2025, Environmental Science Associates (ESA) prepared a memorandum summarizing potential impact and mitigation costs associated with constructing infrastructure within the adjacent property to the south of the West WRF parcel. (see attached Exhibit “B”, Appendix "A”), serves as a key source for the environmental discussion presented herein;
- **Cost and Schedule** - The relative construction cost, implementation schedule, and project delivery complexity related to the project and development of the three alternatives presented in the TM.

A Comparative Evaluation Summary compares the three alternatives under consideration in relation to the evaluative criteria identified above. (see attached Exhibit "B", Table 2, p. 17).

B. Parcel 100

Parcel 100 is a 10.189-acre tract of property. The fee simple interest to Parcel 100 is owned by Los Lagos Winter Springs, LLC (“Los Lago”) and located at 900 W. State Road 434, Winter Springs, Florida 32708. The property is encumbered by a December 26, 1984, conservation easement, a is adjacent to the former Winter Springs Golf Course. Throughout the 1990s and mid-2000s, the golf course had low play. It went through a series of foreclosures with title ultimately vesting in Bank of América. Los Lagos purchased the property from the Bank of America on June 1, 2006.

C. Acquisition Procedures

If the City cannot negotiate an agreement with Los Lago for a voluntary purchase of the fee simple title to Parcel 100, it may acquire title to Parcel 100 for a public purpose by its power of eminent domain.

Eminent domain allows a governmental entity to acquire property interests for a public purpose. Chapters 73 and 74, Fla. Stat. (2026), establish the condemnation procedures. The City must adopt a resolution of necessity authorizing acquisition by condemnation and, before filing a case, provide the property owner with a binding written purchase offer. The owner has 30 days to accept or reject the offer. If the owner does not respond within that period, the City may file a condemnation petition in circuit court.

A condemnation case generally has two stages. First, the court determines whether the acquisition serves a public purpose, whether the property interest is reasonably necessary for that purpose, and whether the City has obtained an appraisal providing a good faith estimate of the property’s value. The court then enters an order of taking requiring the City to deposit that estimated value into the court registry within 20 days after entry of the order. Upon deposit, title transfers to the City and the owner’s right to compensation vests, before entry of a final judgment.

Second, if the City and Los Lagos do not settle, the court schedules a jury trial to determine compensation for Parcel 100. Florida condemnation trials require a 12-person jury and entry of a final judgment. Besides compensation for the property, the City must pay the owner's reasonable attorneys' fees and costs, including expert witness fees and costs. Unless the parties agree on those amounts, the presiding judge determines them at the conclusion of the case at a fee and cost hearing.

D. Legal Authority to Condemn Property

The condemnation of private property for a public purpose are governed by, inter alia, the following:

- Art. VIII, § 2(b), Fla. Const.;
- Art. X, § 6(a), Fla. Const.;
- Chpts. 73 and 74, Fla. Stat. (2026); and,
- Sections 166.021, 166.401, and 166.411, Fla. Stat. (2026).

FUNDING SOURCE

State Revolving Fund (SRF) loans.

RECOMMENDATION

In consideration of Carollo's TM, staff recommends that the City Commission adopt Resolution 2026-23, authorizing staff and outside legal counsel to initiate condemnation proceedings to acquire, by power of eminent domain, Parcel No. 100. This recommendation authorized development of Alternative 3: Moderate Property Acquisition (10 acres) as the preferred site development approach for the West WRF Replacement Project.

That alternative provides the lowest construction and operational risk, the shortest implementation schedule, and the lowest overall implementation cost among the alternatives evaluated. The additional property allows most new facilities to be constructed independently of the existing WRF, reducing construction complexity, minimizing reliance on temporary facilities and MOPO activities, and providing greater flexibility for contractor access, staging, and construction sequencing. Although Alternative 3 results in greater wetland and tree removal impacts compared to other alternatives, these impacts can be addressed through the environmental permitting process and are outweighed by the benefits associated with improved constructability, reduced operational risk, lower implementation cost, shorter schedule, and increased flexibility to support the City's long-term wastewater treatment needs.

EXHIBIT “A”

Resolution of Necessity

RESOLUTION 2026 - 23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA PROVIDING A FINDING OF NECESSITY AND PUBLIC PURPOSE FOR THE ACQUISITION OF PARCEL 100 FOR THE WEST WATER RECLAMATION FACILITY RENOVATION PROJECT; PROVIDING AUTHORIZATION TO NEGOTIATE WITH THE OWNER OF PARCEL 100; AND, AUTHORIZING, IF NECESSARY, THE EXERCISE OF THE POWER OF EMINENT DOMAIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Springs, Florida ("City") seeks to renovate the West Water Reclamation Facility ("West WRF") to provide water reclamation and treatment services for City residents and the public;

WHEREAS, a conditions assessment analysis reported in the April 2022, Conceptual Design Report reported that a condition assessment determined that the East Water Reclamation Facility ("East WRF") and West WRF required complete replacement due to the age and condition of their equipment and infrastructure, with replacement facilities designed to standardize unit processes and equipment, simplify operations and maintenance, improve spare parts availability, streamline operator training, and increase construction efficiency;

WHEREAS, the Site Alternative Evaluation Technical Memorandum ("TM") was completed on November 3, 2026;

WHEREAS, the TM identified and evaluated three alternative design scenarios based on public health and safety, long-term planning, environmental factors, costs, and the West WRF renovation schedule;

WHEREAS, the safe, cost-effective, and efficient long-term operation of the West WRF is a priority for City residents and the public and is essential to maintaining safe, efficient, and environmentally sound operations of water reclamation facilities within the City;

WHEREAS, the City's home rule powers under Art. VIII, § 2(b), Fla. Const., include governmental, corporate, and proprietary powers to conduct municipal government, perform municipal functions, and provide municipal services, and permit the City to exercise any power for municipal purposes except as otherwise provided by law;

WHEREAS, Chapter 166, Fla. Stat., and § 166.021, Fla. Stat., secure these home rule powers under Art. VIII, § 2(b), Fla. Const.;

WHEREAS, the existing West WRF cannot adequately serve its intended use because of the age and condition of its equipment and infrastructure;

WHEREAS, Parcel 100 identified and described in Exhibit "A" is reasonably necessary for the public use and purpose of renovating the West WRF to provide municipal services benefiting City residents and the public;

WHEREAS, Art. X, § 6(a), Fla. Const., provides, *inter alia*, that private property may be taken only for a public purpose and upon payment of full compensation to the owner;

WHEREAS, § 166.401, Fla. Stat., confers upon the City the authority to exercise eminent domain power to appropriate property within the state for uses and purposes authorized by Florida law including Chapter 166, Part II, and requires the City to adopt a resolution authorizing acquisition by eminent domain for a municipal use or purpose;

WHEREAS, § 166.411, Fla. Stat., confers upon the City the authority to exercise the power of eminent domain for, *inter alia*, the following uses and public purposes:

A. For the proper and efficient carrying into effect of any proposed scheme or plan of drainage, ditching, grading, filling, or other public improvement deemed necessary or expedient for the preservation of the public health, or for other good reason connected in anywise with the public welfare or the interests of the municipality and the people thereof;

B. For drainage, for raising or filling in land to promote sanitation and healthfulness, and for the taking of easements for the drainage of the land of one person over and through the land of another;

C. For reclaiming and filling when lands are low and wet, or overflowed altogether or at times, or entirely or partly;
D. For the use of water pipes and for sewerage and drainage purposes;
E. For laying wires and conduits underground; and,
F. For city buildings, waterworks, ponds, and other municipal purposes which shall be coextensive with the powers of the municipality exercising the right of eminent domain.

WHEREAS, the property identified in this Resolution as Parcel 100 and more particularly described in Exhibit "A" is reasonably necessary to renovate the West WRF for the use and benefit of City residents and the public;

WHEREAS, in selecting the specific property to acquire for the project, the City evaluated (1) available alternatives; (2) project costs; (3) environmental factors; (4) long-range planning; and (5) safety considerations; and

WHEREAS, the City intends to use, to the fullest extent possible, the provisions of Florida law to accomplish the public purpose of acquiring real property needed for the West WRF renovation;

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Winter Springs, Florida, resolves as follows:

Section 1. The foregoing recitals are adopted as findings and incorporated into this Resolution.

Section 2. Improving and renovating the West WRF is necessary, serves a municipal and public purpose, and is in the best interests of City residents and the public.

Section 3. The acquisition of Parcel 100 described in Exhibit "A" attached to this Resolution is found to be reasonably necessary for improvements and renovations to the West WRF, and the City Commission of the City of Winter Springs, Florida, hereby finds and determines that the acquisition of Parcel 100 serves a public purpose.

Section 4. The estate or interest in Parcel 100 to be acquired is the fee simple which is the absolute complete ownership of all rights to Parcel 100 in perpetuity and without restriction except as provided by law.

Section 5. Approval of this Resolution confers upon the City, its officers, employees, agents, City Manager, City Attorney, and outside counsel for the City the authority to negotiate in good faith with the owner of Parcel 100, and to make all necessary binding offers to the owner of Parcel 100 based on the fair market value of the property as estimated by an appraisal prior to the institution of condemnation proceedings, and, if necessary, are authorized to file condemnation proceedings to exercise the power of eminent domain

Section 6. If efforts to negotiate the acquisition of Parcel 100 are unsuccessful, the City, its officers, employees, agents, City Manager, City Attorney, and outside counsel are authorized and directed to proceed to take the necessary steps to institute and prosecute necessary actions as may be property for the acquisition of the property interest described in Exhibit "A" by gift, purchase, eminent domain proceedings or otherwise and to prepare sign, execute, serve, publish, and file in the name of the City all eminent domain papers, affidavits and pleadings, to exercise all constitutional and statutory authority of the City acquire Parcel 100 described in Exhibit "A", and to prepare such other instruments and documents as may be necessary in connection therewith in the name of City including, but not limited to, filing a declaration of taking so that the City may avail itself of the provisions of Chapters 73 and 74, Florida Statutes (2026).

Section 7. Prior to the institution of any suits, the City Manager, City Attorney, and outside counsel are authorized to negotiate for the purchase and sale of Parcel 100 described in Exhibit "A" at a value consistent with the authority granted in Section 5 and to bring back for execution by the Mayor or, in the Mayor's absence, the City Manager, without further action of the City Commission of the City of Winte Springs, Florida, an agreement to consummate the sale to the City. The City Manager, City Attorney, and outside counsel are further authorized to accomplish the acquisition of Parcel 100 by

settlement and compromise on such terms that they may deem advisable under the circumstances of the litigation in those instances where such settlement and compromise can be effected in accordance with the terms, conditions, and limitations as established from time to time by the City Commission of the City of Winter Springs, Florida.

Section 8. This Resolution will become effective upon adoption by the City Commission of the City of Winter Springs, Florida.

ADOPTED this _____ day of November 2026.

ATTEST:

By:_____
Erin O'Donnell, City Clerk

CITY OF WINTER SPRINGS

By:_____
Kevin McCann, Mayor

Approved as to form and legality for the
exclusive use of the City of Winter Springs, Florida.

By: _____
Anthony A. Garganese, City Attorney

Attachment:

Exhibit "A" – Sketch of Description – Parcel 100**.**

Authority: Art. VIII, § 2(b), Fla. Const.
Art. X, § 6(a), Fla. Const.
Chapter 73, Florida Statutes (2026)
Chapter 74, Florida Statutes (2026)
Chapter 166, Florida Statutes (2026)

Resolution of Necessity

EXHIBIT “A”

Sketch of Description – Parcel 100

SKETCH OF DESCRIPTION
PARCEL 100

LEGAL DESCRIPTION:

A PORTION OF TRACT "I" AND TRACT "K", THE HIGHLANDS SECTION THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 48 AND 49, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

COMMENCING AT THE NORTHEAST CORNER OF TRACT "J" OF SAID THE HIGHLANDS SECTION THREE, THENCE RUN SOUTH 10°16'29" EAST ALONG THE EAST LINE OF SAID TRACT "J" FOR 2264.74 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "J", AND THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 1392, PAGE 1054 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF SAID PARCEL AND THE SOUTH LINE OF SAID TRACT "J", SOUTH 79°43'31" WEST FOR 144.98 FEET TO THE EAST LINE OF A ROAD ACCESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1392, PAGE 597, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND THE **POINT OF BEGINNING**; THENCE RUN ALONG SAID EAST LINE SOUTH 10°16'29" EAST FOR 715.87 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 79°43'31" WEST FOR 715.42 FEET TO THE WEST LINE OF TRACT "I" OF SAID THE HIGHLANDS SECTION THREE; THENCE RUN ALONG SAID WEST LINE NORTH 04°39'28" EAST FOR 740.89 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT "J", AND THE SOUTHWEST CORNER OF SAID PARCEL; THENCE RUN ALONG THE SOUTH LINE OF SAID PARCEL AND SOUTH LINE OF SAID TRACT "J", NORTH 79°43'31" EAST FOR 524.51 FEET, TO THE POINT OF BEGINNING.

CONTAINING 10.189 ACRES (443,816 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE A PARCEL.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11), ZONE 901, FLORIDA EAST, HAVING A BEARING OF SOUTH 10°16'29" EAST ALONG THE MONUMENTED E LINE OF TRACT "J" OF THE PLAT OF THE HIGHLANDS SECTION THREE, PLAT BOOK 17, PAGES 48 AND 49, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SYMBOLS AND ABBREVIATION LEGEND:

N	=	NORTH
E	=	EAST
S	=	SOUTH
W	=	WEST
ESMT	=	EASEMENT
NO.	=	NUMBER
ORB	=	OFFICIAL RECORDS BOOK
PB	=	PLAT BOOK
PG	=	PAGE
POC	=	POINT OF COMMENCEMENT
POB	=	POINT OF BEGINNING
SF	=	SQUARE FEET
R/W	=	RIGHT-OF-WAY
U/G	=	UNDERGROUND

THIS SKETCH OF DESCRIPTION IS NOT A SURVEY

THIS SKETCH OF DESCRIPTION IS CERTIFIED CORRECT TO:

3.
4.

UTILITY EASEMENT

PROJECT No.	1260051	DRAWN DATE	2026.10.26
SURVEY BY	N/A	REVIEWED BY	R.SMITH
SURVEY DATE	N/A	APPROVED BY	R.SMITH
DRAWN BY	M.SANTAMARINA	CLIENT FILE No.	N/A

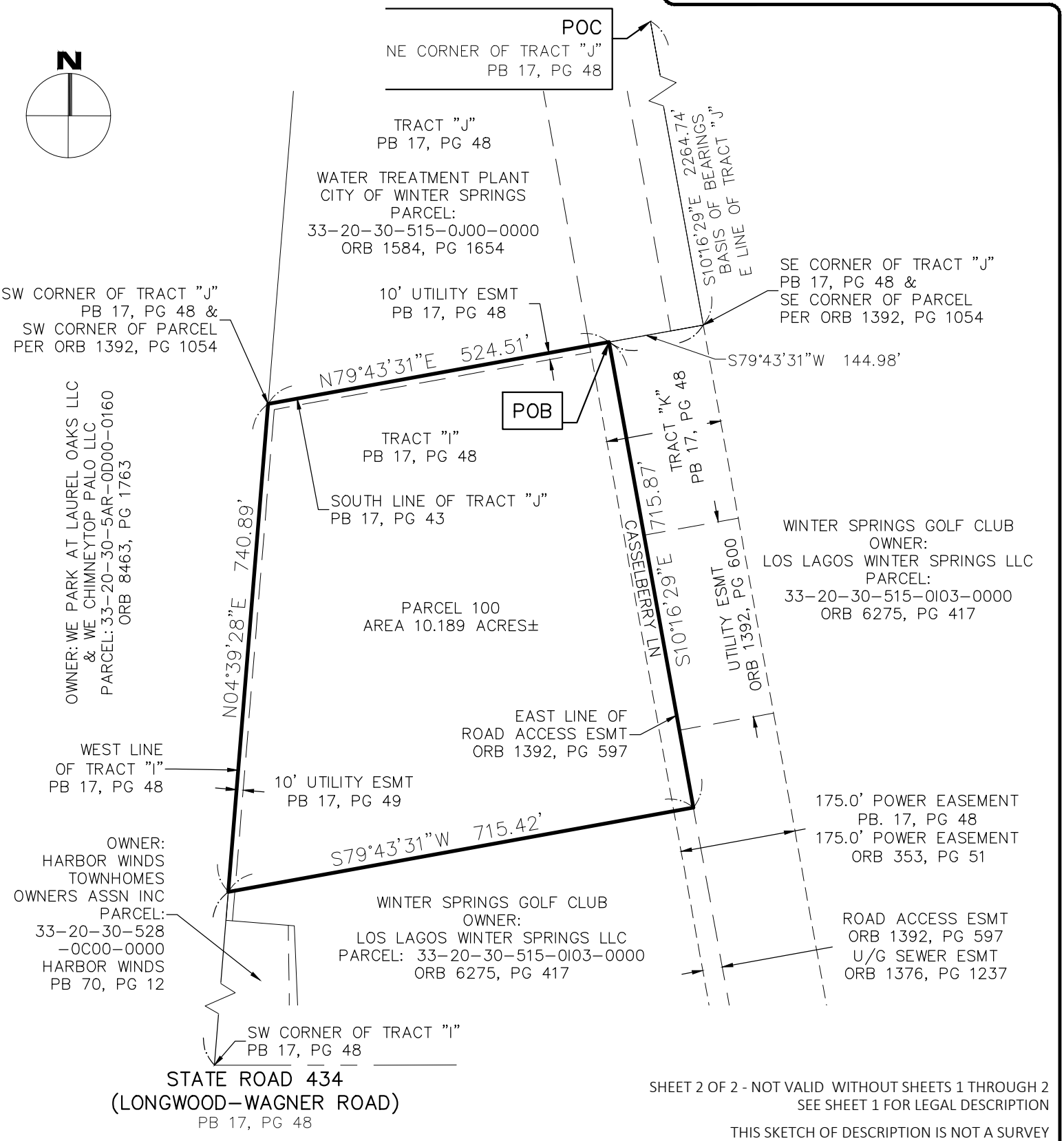
REVISION	DATE	BY	COMMENTS

voler**GROUP**
4776 NEW BROAD STREET, STE 100
ORLANDO, FL 32814
407.681.3836
WWW.voler.GROUP
INFO@voler.GROUP
PROFESSIONAL SURVEYOR & MAPPER LB7829

RONALD K SMITH, PSM 5797

I HEREBY CERTIFY THAT THIS SKETCH REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SKETCH IS NOT VALID WITHOUT THE ELECTRONIC SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER. THE ELECTRONIC SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM 5797, THE ELECTRONIC SIGNATURE HEREON IS IN ACCOI WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17-062.

SKETCH OF DESCRIPTION
PARCEL 100



SHEET 2 OF 2 - NOT VALID WITHOUT SHEETS 1 THROUGH 2
SEE SHEET 1 FOR LEGAL DESCRIPTION

THIS SKETCH OF DESCRIPTION IS NOT A SURVEY

PARCEL 100

PROJECT No.	1260051	DRAWN DATE	2026.10.26
SURVEY BY	N/A	REVIEWED BY	R.SMITH
SURVEY DATE	N/A	APPROVED BY	R.SMITH
DRAWN BY	M.SANTAMARINA	CLIENT FILE No.	N/A

REVISION	DATE	BY	COMMENTS

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PROFESSIONAL SURVEYOR & MAPPER LB7829

GRAPHIC SCALE

200' 0 100' 200' 400'

1 INCH = 200 FEET

EXHIBIT “B”

November 3, 2026 Site Alternative Evaluation Technical Memorandum

CITY OF WINTER SPRINGS

WEST WRF REPLACEMENT



TECHNICAL MEMORANDUM 1

SITE ALTERNATIVES EVALUATION

November 2026 / FINAL

CITY OF WINTER SPRINGS

West WRF Replacement

TECHNICAL MEMORANDUM 1

SITE ALTERNATIVES EVALUATION

November 2026 / FINAL



This item has been digitally signed and sealed by Erica Stone on the date adjacent to the seal.

Signature must be verified on any electronic copies.

Carollo Engineers, Inc.
200 E Robinson Street, Suite 1400
Orlando, Florida 32801
407.478.4642
407.377.4343

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SECTION 1 INTRODUCTION, BACKGROUND, AND OBJECTIVES

1.1 Introduction

The City of Winter Springs (City) collects and treats domestic wastewater at two water reclamation facilities (WRFs). The West WRF, located at 1000 West State Road 434, Winter Springs, Florida 32708, operates under Florida Department of Environmental Protection (FDEP) permit number FLA011067 and has a permitted capacity of 2.07 million gallons per day (mgd) annual average daily flow (AADF). Condition assessments were performed at both the East and West WRF in 2022, and results indicated that both facilities require complete replacement due to the age and condition of existing equipment and infrastructure. To this end, the City contracted Carollo Engineers, Inc. (Carollo) to assist with the design of the replacement of both facilities. A key aspect of this project is to standardize unit processes and equipment across both WRFs to simplify operations and maintenance (O&M), enhance spare parts availability, streamline operator training, and improve construction efficiency.

Replacement of the East WRF was prioritized due to its overall condition and has since progressed through final design and is currently under construction. The City selected a Construction Manager at Risk (CMAR) to construct the new East and West WRFs. The CMAR developed a Guaranteed Maximum Price (GMP) of $65,847,589 for construction of the East WRF. Given the standardized design approach between the two facilities, the East WRF GMP provides a reasonable basis for estimating the anticipated construction cost of the West WRF, excluding significant site-specific and environmental considerations presented in this technical memorandum (TM).

1.2 Background

1.2.1 Existing Facilities

The West WRF is comprised of two ring-steel structure packaged wastewater treatment plants (WWTPs), referred to as WWTP No. 1 and No. 2, and consists of the following treatment and storage components:

- Each WWTP is equipped with influent coarse screens.
- Each WWTP unit includes the following liquid treatment facilities:
  - Concentric aeration basins.
  - Secondary clarification.
    - Return activated sludge (RAS) is conveyed from the secondary clarifiers to the aeration zones using airlifts.
    - Waste activated sludge (WAS) is stored in aerobic digester zones in each WWTP prior to being pumped to the dewatering process.
- Tertiary filtration is achieved primarily through automatic backwashing traveling bridge filters, but there is also a disk filter unit to serve as a backup filtration technology.
- High-level disinfection is provided by dual chlorine contact chambers (CCC).

- Dewatering is currently performed by a mobile belt filter press (BFP) shared between the City's two WRFs. A second mobile BFP is being purchased as part of the East WRF Replacement project, such that each WRF will have a dedicated BFP.
  - » Dewatered solids are hauled off-site by a third party for ultimate disposal.
- Reclaimed water is stored in a 2 million-gallon (MG) onsite ground storage tank (GST).
  - » Additional reclaimed water storage is provided offsite via a shared 3.0 MG GST with the City's East WRF.
- Two onsite ponds provide 1.3 and 2.2 MG of reject and wet weather storage, respectively.

Figure 1 provides a process flow diagram for the existing West WRF. As shown, influent flow is split equally between both WWTP No. 1 and WWTP No. 2. Screened influent flows into the aeration zones and then into the secondary clarifiers. Following aeration and secondary clarification, secondary effluent is combined from WWTP No. 1 and No. 2 and flows by gravity to the tertiary filters and then to the CCCs. Chlorinated effluent is either pumped to the 2 MG reclaimed water GST or to the onsite reject storage pond if retreatment is required.

The West WRF lies within a site that is primarily built out, except for a small area in the southern portion of the site (adjacent to the lined reject pond), which used to serve as the facility's sludge drying beds but is now used to store miscellaneous equipment and materials (Figure 2). The adjacent property to the south of the West WRF belongs to the Winter Springs Golf Club, which is permanently closed. Use of this adjacent property to complete the proposed improvements will be further discussed in SECTION 2.

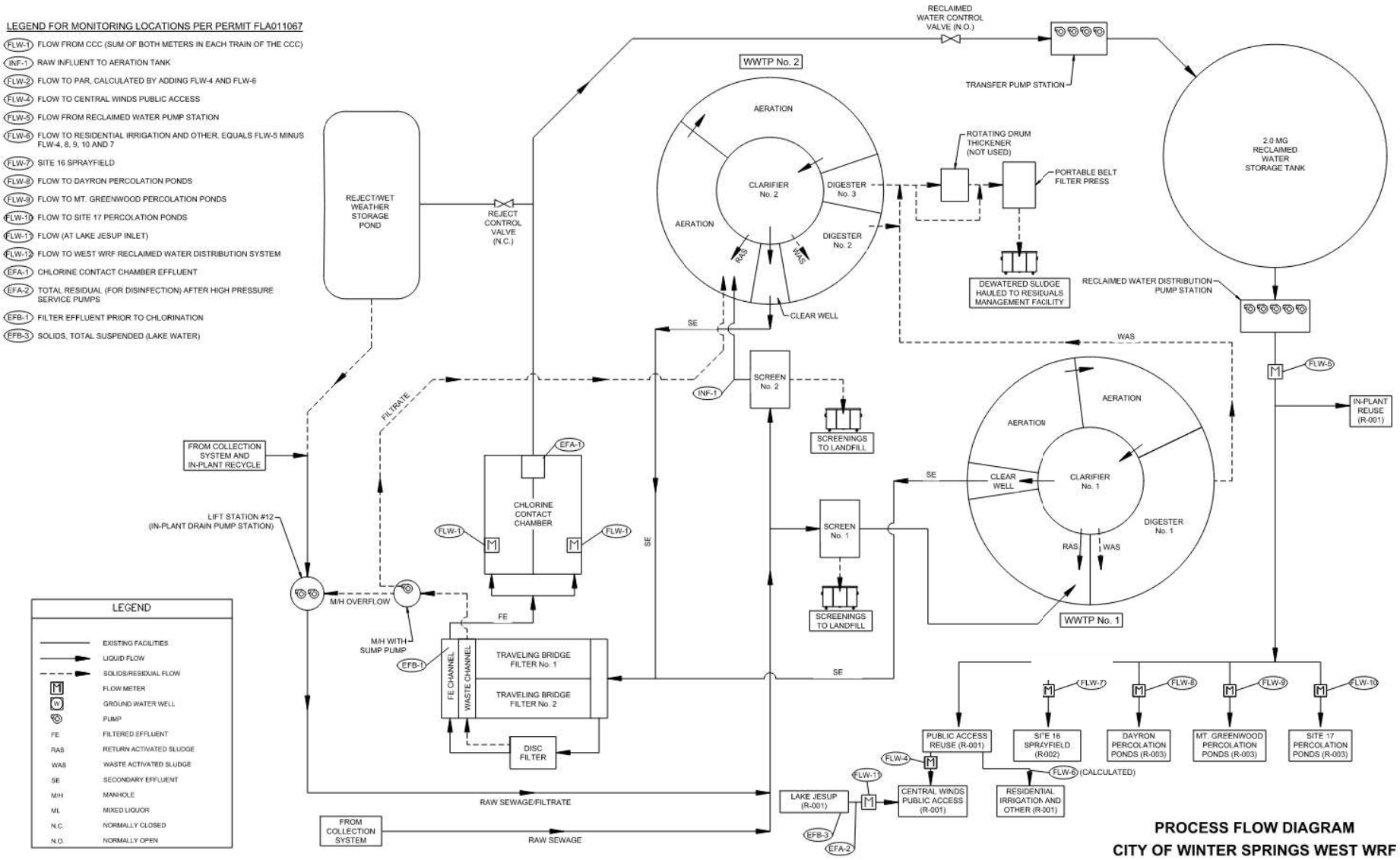


Figure 1 Existing Process Flow Diagram



Figure 2 Existing Site Plan

1.2.2 Proposed Improvements

As described in the West WRF Conceptual Design Report (CDR) prepared by Carollo Engineers, Inc. (Carollo, 2022), the West WRF requires complete replacement due to the condition of the existing infrastructure, mechanical equipment, and electrical equipment. The new facility will have a design capacity of 1.6 mgd AADF and will be designed to meet current permitted effluent requirements for public access reuse (PAR). However, advanced waste treatment (AWT) is anticipated to be required in the near term as effluent treatment regulations become more stringent. Accordingly, the facility is being planned and designed with provisions for future AWT implementation. Incorporating the necessary space and infrastructure for future treatment upgrades as part of the initial facility design is consistent with good utility planning practice, allowing the City to accommodate anticipated near-term needs while maintaining flexibility for long-term growth and avoiding costly modifications or site constraints in the future. Solids generated by the new facility will continue to be stored and dewatered using practices similar to those currently employed at the West WRF. The proposed new facilities include:

- Influent pump station.
- Elevated headworks structure with mechanical screening, a manual screen bypass channel, and a grit removal system with bypass provisions.
- Parallel biological nutrient removal (BNR) basins in an anaerobic-anoxic-oxic (A2O) configuration with new aeration and mixing equipment. Each BNR basin will also be equipped with internal mixed liquor recycle systems.
- Parallel secondary clarifiers with a RAS/WAS pump station.
- Separate flow splitter structures for the A2O process and secondary clarifiers.
- Parallel tertiary cloth media disk filters.
- CCC and effluent transfer station.
- Reclaimed water high service pump station (HSPS).
- Other miscellaneous facilities, including auxiliary power generation system, a laboratory and operations building, and in-plant drain and reject pond pump stations.

Modifications to the existing site drainage and associated yard piping will also be provided. Maintenance of plant operations (MOPO) will be critical to keep the existing facility in service during construction of the new components.

1.3 Objectives

The objective of this TM is to evaluate siting alternatives for implementation of the West WRF Replacement Project and identify the approach that best supports the City's long-term wastewater treatment needs. Three site development alternatives were evaluated, each considering varying levels of adjacent property acquisition and integration with existing facilities. The evaluation considers public health and safety, planning objectives, environmental impacts, project cost, implementation schedule, constructability, operational and regulatory risks, and environmental resource protection. This TM documents the evaluation of these alternatives and provides the basis for selection of a preferred site development approach.

SECTION 2 ALTERNATIVES OVERVIEW

The three site development alternatives, together with the evaluation criteria used to compare their relative benefits and constraints, are presented in the following sections.

2.1 Alternative 1 – Existing Site Development

This alternative involves constructing the new WRF entirely within the existing site boundary with no property acquisition (Figure 3). This alternative requires extensive facility demolition, rehabilitation of existing infrastructure, temporary treatment modifications, reject storage volume (in a ground storage tank), repurposing of existing process units, and multiple phases of construction and demolition while maintaining facility operations. Based on available information, this alternative is expected to result in the highest construction and operational risk, the greatest reliance on temporary facilities and complex construction sequencing, and the longest project duration. Alternative 1 has an estimated construction cost of approximately $73 million (M) and an anticipated implementation schedule of approximately 43 months. While this alternative avoids property acquisition and wetland mitigation costs, the extensive phasing, temporary facilities, and operational coordination required to maintain treatment operations contribute to increased implementation complexity and schedule duration. The cost estimate may also be subject to greater uncertainty due to the significant reliance on temporary infrastructure and sequencing requirements.

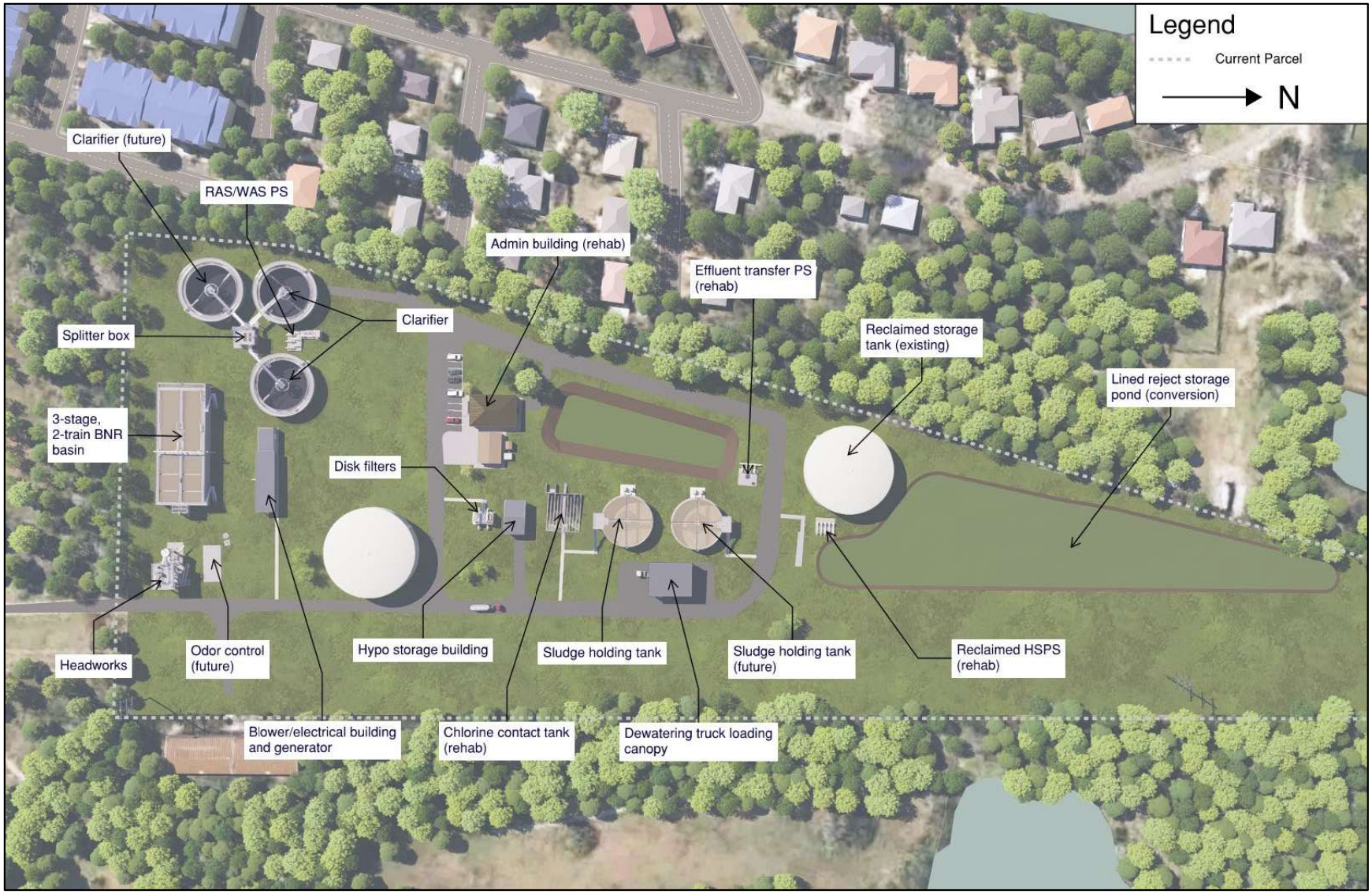


Figure 3 Alternative 1: Conceptual Site Plan

As shown, due to the limited available space, new facilities would be closely integrated with existing active treatment processes, thereby increasing construction complexity and constraining CMAR access, staging, and material handling. Construction activities would occur immediately adjacent to operating facilities, increasing the likelihood of process interruptions, utility conflicts, equipment damage, and unplanned outages. Multiple construction phases would require work to occur in and around active treatment facilities, increasing coordination requirements between operations staff and the CMAR and reducing flexibility to respond to unexpected operational or construction-related issues.

The constrained site would also require a greater reliance on temporary infrastructure, including bypass pumping systems, temporary process piping and GSTs, portable equipment, and interim treatment configurations. Failure of these temporary systems could result in treatment disruptions, permit exceedances, sanitary sewer overflows, or other regulatory and environmental compliance issues. In addition, several proposed facilities would be located closer to adjacent residential properties, increasing the potential for temporary construction-related impacts such as noise, traffic, and odors.

Below is an example of construction sequencing to implement this alternative:

- Install above-grade infrastructure for reject storage.
- Demolish the existing reject pond to make space for new plant components, including the stormwater pond and secondary clarifiers.
- Rehabilitate or replace existing effluent transfer pump station.
- Construct new structures like the A2O basins, headworks, and blower/electrical building.
- Keep or rehabilitate existing chlorine contact tank and admin building.
- Connect collection system to new headworks.
- Rehabilitate or replace existing reclaimed HSPS.
- Startup new process using one of the existing WWTPs for solids storage.
- Demolish other WWTP to make space for new solids holding tank.
- Demolish second WWTP train once new solids holding tank is constructed.
- Construct stormwater system in area of demolished WWTPs.

Furthermore, the constrained site provides less space to accommodate future growth and regulatory treatment upgrades (AWT), which are anticipated in the near future.

2.2 Alternative 2: Minor Property Acquisition (3 Acres)

This alternative involves constructing the majority of the replacement WRF within the existing site boundary, primarily in the area currently occupied by the reject pond in the southern portion of the site, while acquiring approximately 3 acres of adjacent property to accommodate the new stormwater pond (Figure 4). Implementation of this alternative requires the construction of a new reject storage GST, demolition of the existing reject pond, and multiple phases of construction to maintain uninterrupted wastewater treatment operations to residents. Based on available information, this alternative is anticipated to present a moderate level of construction and operational risk, with greater complexity than Alternative 3 but less risk than Alternative 1. Project costs are estimated to be approximately $73M, with an estimated construction schedule of approximately 35 months.

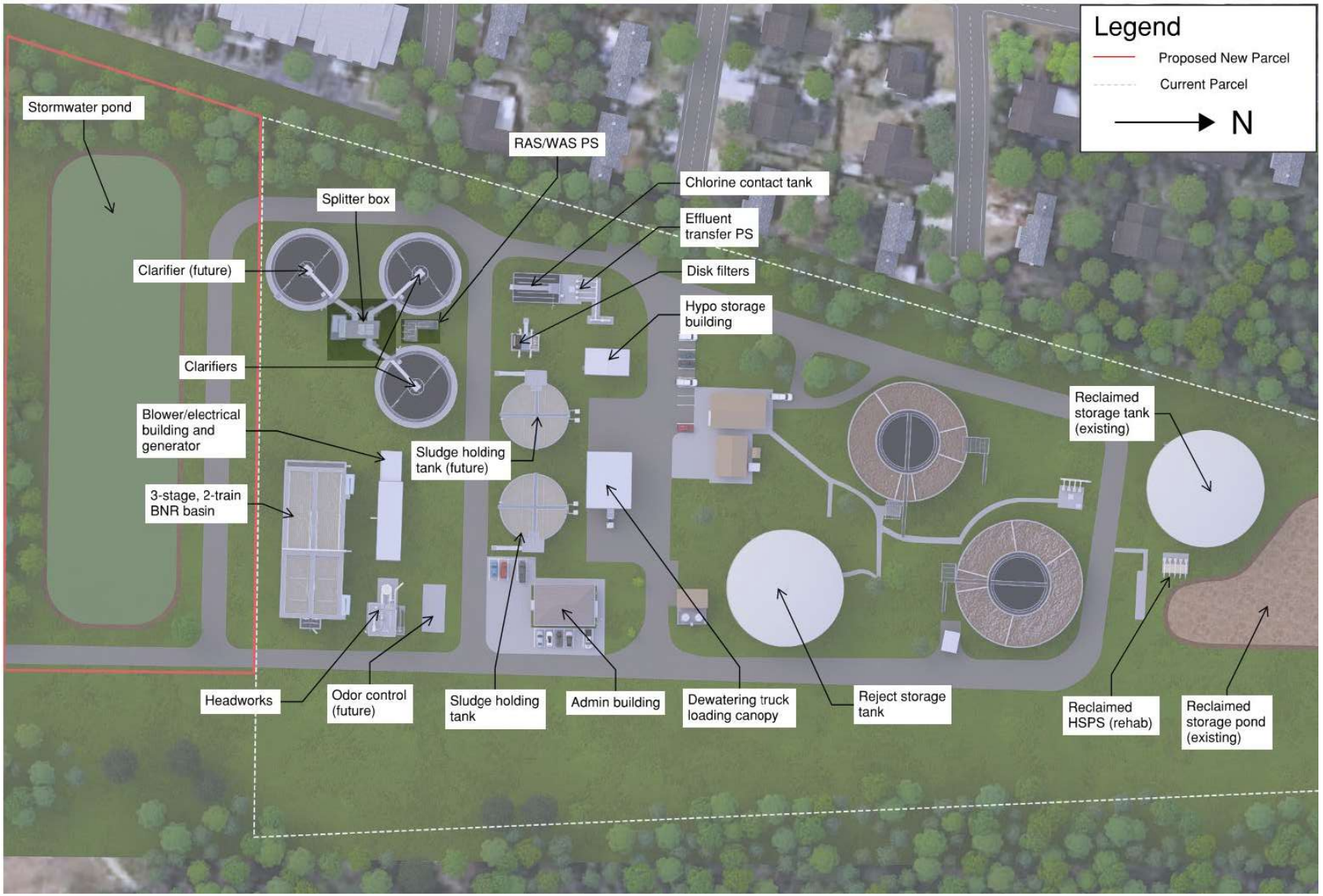


Figure 4 Alternative 2: Conceptual Site Plan

As shown in Figure 4, acquisition of a limited amount of adjacent property provides additional flexibility for siting new facilities; however, much of the proposed construction would still occur within and around active treatment processes. As a result, construction sequencing remains more complex compared to greenfield construction and requires close coordination between operations staff and the CMAR to maintain treatment performance throughout construction. The project would continue to rely on temporary infrastructure and facility relocations, including temporary blower facilities and replacement reject storage infrastructure, increasing implementation complexity and the potential for construction delays if unforeseen conditions are encountered. The existing packaged WWTP facilities are anticipated to remain in service during construction and therefore would not require demolition to create space for implementation of the replacement WRF. Following commissioning of the new facilities, the packaged WWTPs could be decommissioned and demolished to create additional space for future facility expansion, support infrastructure, or other utility uses in the northern portion of the site. While less constrained than Alternative 1, this alternative still requires significant integration between new and existing facilities and provides less flexibility for contractor access, staging, and material handling than alternatives that utilize a greater portion of adjacent property. It also provides less space to accommodate future growth and regulatory treatment upgrades (AWT), which are anticipated in the near future.

An example construction sequence for implementation of this alternative is provided below:

- Relocate or provide temporary blower facilities to create space for the reject GST.
- Construct the reject GST and pump station and demolish the existing reject pond to create space for new treatment facilities (e.g., headworks, secondary clarifiers, and blower/electrical building).
- Construct remaining new process facilities.
- Connect the collection system to the new headworks.
- Rehabilitate or replace the existing reclaimed HSPS.

2.3 Alternative 3: Moderate Property Acquisition (10 Acres)

This alternative involves construction of the replacement WRF primarily on the adjacent parcel south of the existing facility, requiring acquisition of approximately 10 acres of property (Figure 5). This approach allows the majority of the new facilities to be constructed independently of the existing treatment processes, enabling the existing WRF to remain in operation throughout most of the construction period. As a result, this alternative minimizes construction phasing, temporary treatment modifications, and operational disruptions. It also provides adequate footprint for future treatment upgrades, as required by population growth and/or regulatory requirements (AWT).

Based on available information, this alternative is anticipated to present the lowest construction and operational risk, the shortest implementation schedule, and the greatest overall flexibility during construction. Project costs are estimated to be approximately $66M, with an anticipated construction schedule of approximately 29 months.

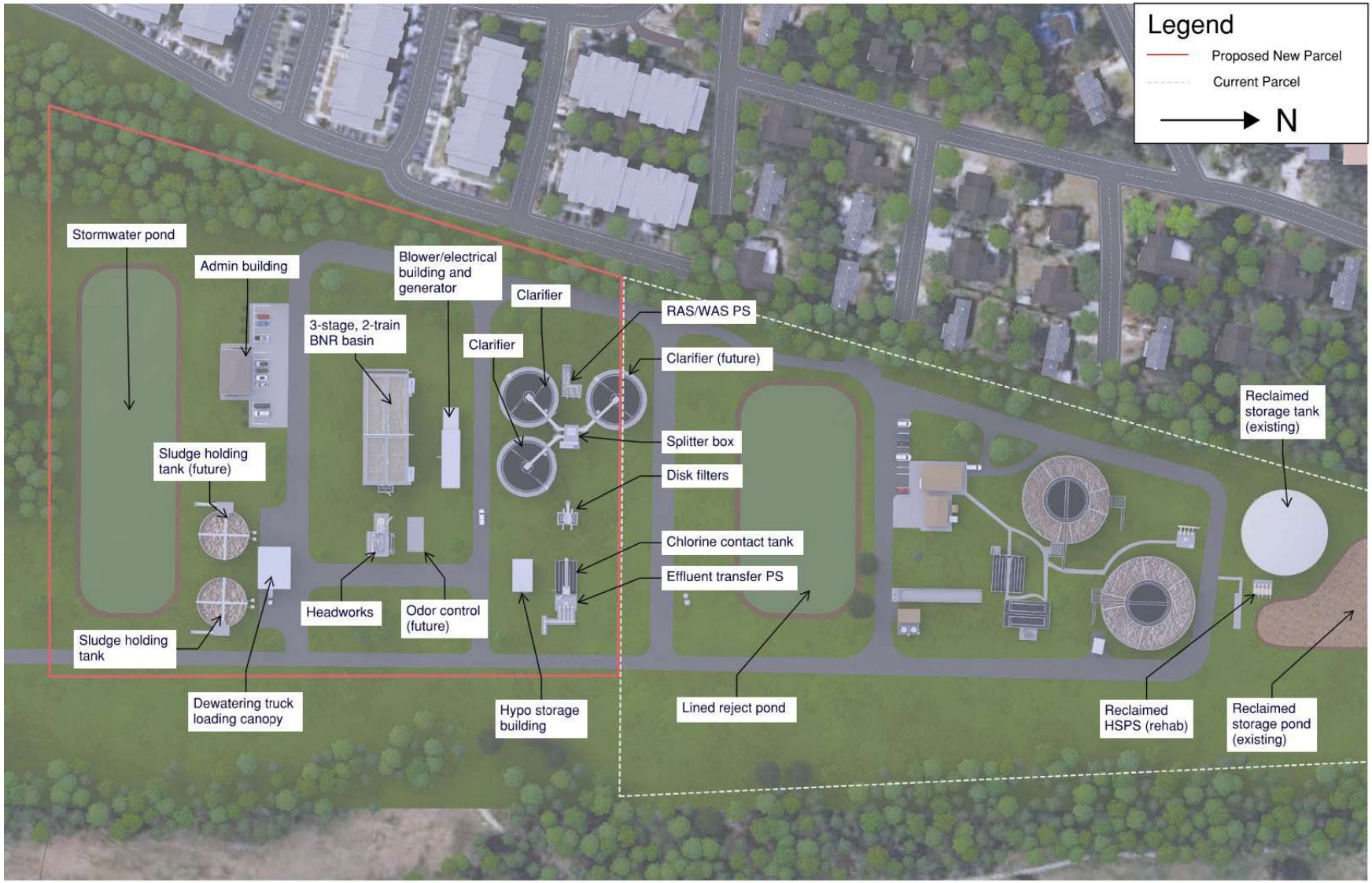


Figure 5 Alternative 3: Conceptual Site Plan

As shown in Figure 5, the additional property provides sufficient area to construct the majority of new treatment facilities while maintaining normal operation of the existing WRF. This reduces the need for temporary infrastructure, bypass pumping systems, interim treatment configurations, and complex MOPO activities during construction. The additional space also improves contractor access, equipment staging, material storage, and construction sequencing, reducing the potential for schedule delays and unforeseen conflicts with existing infrastructure. Because new facilities can be constructed largely independent of active treatment processes, the risk of treatment disruptions, permit exceedances, sanitary sewer overflows, and other regulatory compliance issues is reduced relative to the other alternatives. This alternative also allows for new facilities to be sited farther away from adjacent residential homes compared to other alternatives.

An example construction sequence for the implementation of this alternative is provided below:

- Construct the replacement WRF while the existing facility remains in operation.
- Complete startup and transition activities following completion of major construction.
- Perform limited MOPO activities, including:
  - Connecting the collection system to the new headworks.
  - Rehabilitating or replacing the existing reclaimed HSPS.
  - Installing a liner within the existing reject pond.

SECTION 3 ALTERNATIVES EVALUATION

3.1 Evaluation Criteria

The three alternatives were evaluated based on the following criteria:

- **Public Health and Safety** is the ability to maintain reliable treatment and minimize risk to the public during construction and operation.
- **Long-Term Planning** is the ability to support future growth, regulatory requirements, resiliency, and facility expansion.
- **Environmental Considerations** relates to potential impacts on environmental resources, stormwater systems, wetlands, and surrounding properties.
  - In November 2025, Environmental Science Associates (ESA) prepared a memorandum summarizing potential impact and mitigation costs associated with constructing infrastructure within the adjacent property to the south of the West WRF parcel. This document, which is attached to this TM as Appendix A, serves as a key source for the environmental discussion presented herein.
- **Cost and Schedule** is the relative construction cost, implementation schedule, and project delivery complexity.

3.1.1 Public Health and Safety

Public health and safety considerations focus on the ability of each alternative to maintain reliable wastewater treatment service throughout construction and long-term operation while minimizing the potential for sanitary sewer overflows, permit exceedances, treatment interruptions, and impacts to surrounding residents and environmental resources.

Alternative 1 presents the greatest public health and safety concerns because implementation would require the highest degree of integration between construction activities and active treatment operations. The extensive construction phasing and reliance on temporary facilities increases the likelihood of operational disruptions and reduces flexibility to respond to unforeseen conditions. Alternative 2 reduces many of the risks associated with Alternative 1 by providing additional space for facility siting and construction activities. However, the replacement WRF would still be constructed largely within the existing site boundary, requiring ongoing coordination between construction and treatment operations. Consequently, public health and safety risks remain elevated relative to Alternative 3. Alternative 3 presents the lowest public health and safety concerns because most of the new facilities can be constructed independent of the existing WRF while treatment operations continue uninterrupted. This approach minimizes operational interfaces between construction and treatment activities and reduces the potential for treatment disruptions and regulatory compliance issues during project implementation. In addition, the increased separation between proposed facilities and adjacent residential properties reduces the potential for construction-related impacts to neighboring communities.

3.1.2 Long-Term Planning

Long-term planning considerations include the ability of each alternative to support future wastewater treatment and regulatory requirements, as well as future facility expansion. Given the longevity of wastewater treatment facilities, the ability to accommodate future process modifications and infrastructure improvements is a critical consideration.

Alternative 1 provides the least flexibility for future facility improvements because development remains constrained within the existing site boundary. Most available space would be utilized for construction of the replacement WRF, limiting opportunities for future expansion, process modifications, operational redundancy, or additional treatment facilities that may be required to address future regulatory requirements or growth. Alternative 2 provides additional flexibility through acquisition of approximately 3 acres of adjacent property. The additional area allows for improved site utilization compared to Alternative 1 and accommodates the facilities currently identified as part of the replacement WRF project. However, much of the site would remain constrained by existing property boundaries, limiting flexibility for future facility expansion relative to Alternative 3. Alternative 3 provides the greatest flexibility for long-term planning objectives. The additional property allows for a more efficient facility layout, greater separation between process areas, and increased opportunities for future expansion or facility modifications. The larger site footprint also provides additional flexibility to accommodate future regulatory requirements, capacity increases, operational improvements, and resiliency enhancements without requiring substantial reconfiguration of existing facilities.

3.1.3 Environmental Considerations

Environmental considerations include potential impacts to wetlands and other environmental resources, tree removal, stormwater management requirements, permitting implications, and the potential for construction-related environmental impacts during construction. The Summary of Impact Costs and Potential Mitigation Costs Memorandum by ESA (Appendix A), evaluated environmental resources within the adjacent property and developed planning-level estimates of potential wetland impacts and mitigation requirements associated with development of the parcel. The original ESA evaluation considered development of the full adjacent property. For this TM, the assessment areas identified by ESA were compared against the specific footprints associated with Alternatives 2 and 3 to estimate wetland impacts and corresponding mitigation costs, as well as tree removal costs, based on the current conceptual layouts. Revised wetland impact acreage, which includes a 25-foot buffer to the identified assessment areas, as well as associated mitigation costs are presented in Table 1.

Alternative 1 would not result in direct impacts to wetlands within the adjacent property and therefore would not require wetland mitigation or significant tree removal. However, because development would occur entirely within the existing WRF footprint, construction sequencing would require the stormwater system to be constructed near the end of implementation. As a result, available stormwater management infrastructure during construction would be more limited than under the other alternatives. In addition, the longer construction duration and greater reliance on temporary facilities increase the potential for temporary construction-related environmental impacts.

Alternative 2 would result in approximately 1.8 acres of wetland impacts and 2 acres of tree removal associated with construction of the stormwater pond and related facilities. Based on the updated assessment, the anticipated mitigation banking cost is approximately $255,000. Environmental impacts associated with this alternative are relatively limited in extent and would be expected to be addressed through standard permitting and mitigation processes. Alternative 3 would result in approximately 6.2 acres of wetland impacts and 5.4 acres of tree removal associated with development of the adjacent parcel. Based on the updated assessment, the anticipated mitigation banking cost is approximately $754,000, as summarized in Table 1. This alternative would require the greatest level of environmental permitting among the alternatives evaluated.

The mitigation costs presented in Table 1 assume that impacts are addressed through the purchase of mitigation bank credits and therefore reflect a planning-level, conservative estimate of potential mitigation costs. Additional opportunities for impact avoidance and on-site mitigation may be identified during subsequent design phases and permitting efforts, which could reduce the extent of required mitigation credits and associated costs.

Table 1 Summary of Anticipated Wetland Mitigation and Tree Removal Costs

Assessment Areas[1]	Impacted Area (acres)	Estimated Mitigation or Removal Cost[2][3]
Alternative 2: Minor Property Acquisition		
Wetland Impacts		
AA-1	0.13	$11,000
AA-1a	-	-
AA-2	1.63	$104,000
AA-3	-	-
AA-4	-	-
Wetland Impacts Subtotal	**1.76**	**$115,000**
Tree Removal Subtotal	**1.99**	**$140,000**
Alternative 2 Total Wetland Impact and Tree Removal Cost =		**$255,000**
Alternative 3: Moderate Property Acquisition		
AA-1	3.41	$270,000
AA-1a	-	-
AA-2	1.63	$104,000
AA-3	0.55	$34,000
AA-4	0.57	$23,000
Wetland Impacts Subtotal	**6.15**	**$374,000**
Tree Removal Subtotal	**5.40**	**$380,000**
Alternative 3 Total Wetland Impact and Tree Removal Cost =		**$754,000**

Abbreviations: AA – assessment area
Notes:
(1) Assessment areas are defined in ESA's Summary of Impact Costs and Potential Mitigation Costs Memorandum (Appendix A).
(2) Wetland mitigation banking credits estimated at $120,000 per credit; actual credit value to be identified during detailed design. Tree removal costs estimated at $70,000 per acre based on East WRF construction costs.
(3) Costs are rounded to the nearest $1,000.

3.1.4 Cost and Schedule

Cost and schedule considerations include anticipated construction costs, duration, construction sequencing requirements, and overall project delivery complexity. The degree of construction phasing, reliance on temporary facilities, and operational constraints (e.g., unexpected process upsets) also influence project cost and schedule certainty.

Alternative 1 has an estimated construction cost of approximately $72.8M and an anticipated implementation schedule of approximately 47 months. While this alternative avoids property acquisition and wetland mitigation costs, the extensive phasing, temporary facilities, and operational coordination required to maintain treatment operations contribute to increased implementation complexity and schedule duration. The cost estimate may also be subject to greater uncertainty due to the significant reliance on temporary infrastructure and sequencing requirements. Alternative 2 also has an estimated construction cost of approximately $72.8M and an anticipated implementation schedule of approximately 35 months. Including estimated wetland impact and tree removal costs discussed in the previous section,

the total anticipated implementation cost is approximately $73.1M. The additional site area improves constructability and reduces construction complexity relative to Alternative 1, resulting in a shorter implementation schedule. Alternative 3 has an estimated construction cost of approximately $65.8M and an anticipated implementation schedule of approximately 29 months. Including estimated wetland impact and tree removal costs, the total anticipated implementation cost is approximately $66.6M. Although this alternative requires the greatest amount of property acquisition and environmental mitigation, the ability to construct the majority of new facilities independently of existing operations substantially reduces construction phasing, temporary facilities, and MOPO requirements. The resulting improvements in constructability, contractor access, and sequencing contribute to the lowest overall implementation cost and shortest schedule among the alternatives evaluated.

3.2 Evaluation Summary

Table 2 summarizes the key findings of the evaluation. Detailed supporting discussions are provided in the previous sections.

Table 2 Comparative Evaluation Summary

Criteria	Alternative 1: Existing Site Only	Alternative 2: Minor Property Acquisition (3 acres)	Alternative 3: Moderate Property Acquisition (10 acres)
Public Health and Safety Concerns	▪ Highest construction and operational risk due to extensive phasing, temporary facilities, bypass pumping, and construction adjacent to active treatment processes. ▪ Facilities remain in closer proximity to residential areas.	▪ Moderate construction and operational risk. ▪ Additional space reduces some constraints but still requires phased construction, temporary facilities, and coordination with ongoing operations.	▪ Lowest construction and operational risk. ▪ Most new facilities can be constructed independent of existing operations, minimizing temporary facilities and treatment disruptions.
Long Term Planning	▪ Limited flexibility for future facility expansion or operational improvements due to site constraints.	▪ Provides additional space to accommodate planned improvements and foreseeable future needs.	▪ Provides greatest flexibility for future expansion, operational improvements, and long-term planning objectives.
Environmental Considerations(1)	▪ No direct wetland impacts associated with adjacent property development. ▪ Stormwater infrastructure cannot be completed until existing WWTPs are demolished and new facilities are online.	▪ Approximately 1.8 acres of wetland impacts require mitigation. ▪ Approximately 2 acres of trees require removal/replacement.	▪ Approximately 6.2 acres of wetland impacts require mitigation. ▪ Approximately 5.4 acres of trees require removal/replacement.
Cost and Schedule	▪ Cost = $72.8M(2) ▪ Schedule = 47 months	▪ Cost = $73.1M (includes wetland and tree impacts) ▪ Schedule = 35 months	▪ Cost = $66.6M (includes wetland and tree impacts) ▪ Schedule = 29 months

Notes:
(1) Environmental considerations also include permitting, mitigation requirements, and potential impacts to environmental resources. Wetland impacts and mitigation costs are summarized in Appendix A.
(2) Costs do not fully capture the increased uncertainty associated with temporary facilities, extensive MOPO activities, and complex construction sequencing.

SECTION 4 RECOMMENDATIONS

Based on this evaluation presented, Alternative 3: Moderate Property Acquisition (10 acres) is recommended as the preferred site development approach for the West WRF Replacement Project. Alternative 3 provides the lowest construction and operational risk, the shortest implementation schedule, and the lowest overall implementation cost among the alternatives evaluated. The additional property allows the majority of new facilities to be constructed independently of the existing WRF, reducing construction complexity, minimizing reliance on temporary facilities and MOPO activities, and providing greater flexibility for contractor access, staging, and construction sequencing. Although Alternative 3 results in greater wetland and tree removal impacts compared to other alternatives, these impacts can be addressed through the environmental permitting process and are outweighed by the benefits associated with improved constructability, reduced operational risk, lower implementation cost, shorter schedule, and increased flexibility to support the City's long-term wastewater treatment needs. Accordingly, Alternative 3 is recommended as the basis for subsequent project development and design.

APPENDIX A

SUMMARY OF IMPACT COSTS AND POTENTIAL MITIGATION COSTS

ESA

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memorandum

date	November 21, 2025
to	Meera McKie, Carollo Engineers, Inc.
cc	Sue Shaw (ESA), Scott Richards, Carollo Engineers, Inc., Erica Stone, Carollo Engineers, Inc.
from	Elizabeth Dost (ESA), Steve Green (ESA)
subject	City of Winter Springs West Water Reclamation Facility: Summary of Impact Costs and Potential Mitigation Costs

Project Background and Summary

The City of Winter Springs (City) owns and operates the West Water Reclamation Facility (WSWWRF). The City is seeking to expand the WSWWRF within an adjacent +/-10.46-acre parcel to the south of the existing WSWWRF. ESA has been tasked with evaluating and delineating the onsite wetlands, and eventual environmental support in the Environmental Resources Permitting process for the WSWWRF expansion. The purpose of this memo is to provide a summary of costs associated with both impacts and mitigation for the on-site wetlands. This memo provides several impact scenarios, outlines the mitigation cost of those impacts, provides probable on-site mitigation layouts and costs as well as potential "usable area" for each impact scenario. This memo was updated on November 20, 2025, to reflect recent changes to Florida Administrative Code (FAC) that would allow for mitigation of wetland impacts associated with the WSWWRF to be provided by a wetland mitigation bank located outside of the Lake Jessup basin.

On February 29, 2024, ESA staff performed a field review of the WSWWRF. ESA staff delineated wetlands within the +/-10.46-acre expansion parcel, as well as wetlands to the south of this parcel utilizing procedures outlined in Florida Administrative Code (FAC) 62-340. These Subject Parcels collectively total +/-24.45 acres and are depicted in **Figure 1**. During the wetland delineation, ESA characterized and collected information from within each wetland system in order to establish functional values through the Uniform Mitigation Assessment Method (UMAM) in accordance with FAC 62-345. The characterization of each wetland was based on descriptions provided in the Guide to the Natural Communities of Florida: 2010 Edition (FNAI 2010)[1].

[1] Florida Natural Areas Inventory (FNAI). 2010. Guide to the natural communities of Florida: 2010 edition. Florida Natural Areas Inventory, Tallahassee, FL.

Wetland Delineation and Functional Assessment

The wetlands within the WSWWRF addition parcel were classified into UMAM Assessment Areas (AAs) for the purposes of quantifying potential impacts wetlands on the subject property and are depicted in **Figure 2**. These AAs were all evaluated in the context of the reference community (what is the wetland supposed to be) and assigned scores based on criteria detailed in FAC 62-345.

Assessment Area 1 was the highest quality wetland, while AA-3 and AA-4 scored poorly. Assessment Area 2 was of moderate quality. The UMAM considers three (3) primary factors including location and landscape support (how well does the surrounding area support wetland function), water environment (how well does the hydrology and water quality support wetland function) and plant community structure (how appropriate is the composition and distribution of plants and trees). These factors are each scored on a scale of 1-10. FAC 62-345 provides general guidance for this numeric system. The location and landscape support of each Assessment Area was scored the same given the proximity to one another and overall landscape setting. The plant community structure and water environments varied among the Assessment Areas and were scored accordingly. In a UMAM evaluation, the sum of scores for each of the three (3) primary factors is divided by 30 to determine the relative function. This relative function is subtracted from the assumed relative function with the project. In the case of impacts, the relative function is subtracted from 0 resulting in a loss of wetland function or a negative "delta". This delta is multiplied by the acres of the impact to determine the functional loss (FL). The presumed delta and FL for each Assessment Area, if they were to be impacted, is provided in Table 1 below.

TABLE 1: ESTIMATED WETLAND IMPACT FL

Assessment Area	Acres	Delta	FL
AA-1	7.13	-0.66	-4.71
AA-1a	0.30	-0.66	-0.20
AA-2	0.78	-0.53	-0.41
AA-3	1.19	-0.50	-0.60
AA-4	0.34	-0.33	-0.11

Wetland Mitigation Bank to Offset Impacts

In July of 2025, Senate Bill 492[2] was signed into law in Florida. The intent of this bill was to increase credit availability within hydrologic basins with constrained supplies by easing restrictions on use of credits outside of designated mitigation service areas (MSA) (geographic areas where mitigation banks can sell mitigation credits). The Senate Bill also eliminated cumulative impact requirements for impacts within the MSA of a mitigation bank, but outside of the hydrologic basin in which the mitigation bank lies. This latter issue was the primary constraint for the WSWWRF using a mitigation bank to offset wetland impacts, as the amount of development

[2] https://www.flsenate.gov/Session/Bill/2025/492/BillText/er/HTML

within the Lake Jessup Basin was such that applicants impacting wetlands could not demonstrate that cumulative impact requirements outlined in 373.418(8)(a)[3] would be met.

With these restrictions lifted, wetland impacts associated with the WSWWRF can now be offset at one of several mitigation banks which have service areas that cover the Lake Jessup Basin. Based upon the site plan received by ESA from Carollo on October 14, 2025, it is estimated that wetland impacts associated with the WSWWRF will require 1.5 UMAM credits. ESA has reached out to several mitigation banks with service areas that cover WSWWRF, including TM Econ Mitigation Bank, Farmton Mitigation Bank, and Colbert Cameron Mitigaiton Bank. Based on ESA's correspondence with these mitigation banks, the price of one (1) UMAM credit that covers requirements for both state and federal agencies is approximately $130,000. This would mean that the cost to offset wetland impacts associated with the project layout would be approximately $205,000.

Federal regulations require permittees to mitigate for wetland impacts under a hierarchal system outlined in 33 CFR 332.3(b)[4] which gives preference to the use of wetland mitigation banks. If there are impacts to Waters of The United States (WOTUS) associated with the WSWWRF, then the City may be required to purchase credits from a wetland mitigation bank to offset those impacts. The use of wetland mitigation banks shifts all the long-term costs, risk and uncertainties associated with the wetland mitigation from the permittee to the mitigation bank. Once the credits are purchased, the permittee is no longer responsible for the wetland mitigation.

On-Site Mitigation Potential

On-site mitigation is one potential option to offset wetland impacts from the WSWWRF. On-site mitigation is the responsibility of the permittee (i.e. the City) and includes both upfront and long-term costs and responsibilities. All the risk associated with on-site mitigation is placed upon the permittee who is responsible for the mitigation success and long-term maintenance of the mitigation.

The level of anthropogenic alteration to the wetlands within the WSWWRF footprint and adjacent areas to the south provide the opportunity for ecological and hydrologic enhancement. Generally, high quality wetland systems, with minor and simple to reverse degradations provide excellent opportunities for modest and achievable wetland functional gain. More severely degraded systems, such as those which have been cleared and filled, require a more extensive investment in the restoration process and long-term maintenance. However, these areas typically provide more functional gain per unit area. **Figure 3** depicts Assessment Areas which could potentially be used as mitigation. For visualization purposes, wetland areas potentially created from the abandoned golf course (AA-5) have been broken up into approximate one-acre polygons.

Assessment Area 1 contains the highest quality wetland system and provides an opportunity for straightforward and easily attainable enhancement. The culvert at the north end of AA-1 is set below natural grade and has altered the water environment within AA-1. Simply raising the control elevation of this culvert to match the adjacent natural grade, to the maximum extent practical, could provide modest ecological lift in the form of hydrologic enhancement. Additionally, the abundance of non-native and invasive plant species throughout AA-1 provides opportunities to improve the plant community structure portion of the UMAM score. A long-term management plan focused on controlling the distribution and abundance of these species within AA-1 could be implemented to

[3] https://www.flsenate.gov/Laws/Statutes/2017/373.414
[4] https://www.ecfr.gov/current/title-33/part-332#p-332.3(b)

achieve wetland functional gain. Ideally, the entire footprint of AA-1 would be used for mitigation, as the proposed hydrologic enhancements would extend throughout the wetland system. Note that, based on limited field observations, it is assumed the AA-1 does not connect to wetlands to the south and such hydrologic enhancement is possible without causing "adverse offsite impacts" (flooding). Engineering analysis conducted in association with the environmental resources permit (ERP) application would be required to ensure compliance with state regulations regarding flooding impacts and/or increased water discharges on to adjacent properties.

Assessment Area 5 (AA-5) consists of upland portions of the abandoned golf course. Mitigation in these areas would be more resource intensive and would involve excavating the fill material used for the golf course and reestablishing the natural contours that historically supported the basin swamp community. Note that all of the areas depicted as AA-5 in **Figure 3** are not proposed for mitigation, rather portions of these areas could potentially be used as mitigation. Areas of AA-5 used for mitigation should be directly connected to AA-1 to link to the hydrology of the two (2) systems, and to be used as mitigation for wetland under jurisdiction of Section 404 of the Clean Water Act (CWA). Aside from excavation, extensive planting of native species would be necessary to reestablish the historic basin swamp community. Lastly, maintenance to keep exotic species within these areas would also be required.

Similar to impacts, UMAM scoring is used to quantify delta in the current and with mitigation conditions. The three main components of location and landscape support, water environment and plant community structure are all evaluated to determine the delta value. In the case of mitigation, this delta value is positive, but the UMAM rules in FAC 62-345 require that a risk score and time lag score be assigned to the delta value. These time lag and risk scores are multiplied and used as a denominator for the delta to calculate the relative functional gain (RFG). Thus, mitigation for direct impacts is always greater than a one-to-one ratio on a per-acre basis. The RFG is multiplied by the acres of the mitigation assessment area to determine the value of the mitigation. The potential RFG for each mitigation assessment area is provided in Table 2 below.

TABLE 2: ESTIMATED POTENTIAL MITIGATION WETLAND MITIGATION FG

Assessment Area	Acres	Delta	RFG
AA-1	7.13	0.08	0.57
AA-5	12.06	0.24	2.90

Assessment Area 5 can be expected to generate 0.24 wetland mitigation credits per acre. Assessment Area 1 can be expected to generate a total of 0.57 wetland mitigation credits. Note that AA-1 cannot be broken into smaller pieces due to the need to maintain hydrological control within the wetland boundaries and not cause adverse offsite impacts (flooding).

On-Site Mitigation Costs

Costs for on-site mitigation are broken up into construction and implementation, and long-term management. These costs are summarized in Table 3 and Table 4 below. Note that for AA-5, the overall cost assumption is that no more than 3 acres will be required for on-site mitigation for the West Facility. Long-term management funding for mitigation is generally provided through an interest-bearing account under the assumption the account will generate a 6% rate of return. Thus, long-term management costs are divided by 0.06 to determine the amount

required to generate the interest sufficient to fund long-term management activities. Please note that the cost of permitting is not included in the below referenced costs.

TABLE 3: ESTIMATED CONSTRUCTION AND IMPLEMENTATION COSTS FOR ON-SITE MITIGATION

Task	Description	Unit Cost	Quantity	Total
Hydrologic Construction	Removal of existing culvert, reinstall new culvert at specified elevation. Mobilization/demobilization.	$10,000.00	1	$10,000.00
Excavation/Wetland Contouring	Excavation of AA-5 Areas, assuming stockpiling material on-site.	$6.85	10,000[5]	$68,500.00
Wetland Planting	Planting of forested wetland creation areas.	$5,000.00	3[6]	$15,000.00
Exotic Species Management	Sweep of +/-10-acre mitigation area for exotic species (2 sweeps/year for five years)	$15,000.00	5	$75,000.00
Compliance Monitoring	Annual compliance monitoring and reporting. Two monitoring events, two reports per year for five years. Includes download and analysis of hydrologic data.	$25,000.00	5	$125,000.00
Hydrologic Monitoring Equipment	Purchase and installation of hydrologic monitoring equipment	$7,500.00	1	$7,500.00
Security Fence and Signage	Installation of +/-5,000 linear feet of perimeter fence plus signage	$16,000.00	1	$16,000.00
			Total Five-Year Cost	$317,000.00

TABLE 4: ESTIMATED LONG-TERM MANAGEMENT COSTS FOR ON-SITE MITIGATION

Task	Description	Unit Cost	Quantity	Total
Maintenance of Culvert	Removal of existing culvert, reinstall new culvert at specified elevation. Mobilization/demobilization. Assumes 30-year life of culvert.	$10,000.00	0.0333	$333.33
Exotic Species Management	Sweep of 10-acre mitigation area for exotic species. Assumes <1% cover	$4,000.00	2	$8,000.00
			Total Annual Cost for LTM	$8,333.33
			LTM Funding Amount (6% rate of return)	$138,888.88

[5] Estimated quantity for three acres. Requires quantification with topographic survey and cut/fill calculations.

[6] Assumes total of three acres of wetland planting.

Impact Scenarios

Figure 4 through **Figure 7** illustrates different scenarios in which impacts are assumed to various wetlands. Note that there are no permitted wetland mitigation banks within the Lake Jessup Basin, and wetland impacts associated with environmental resource permits (ERPs) are typically offset through on-site, permittee responsible mitigation. One (1) potential option for mitigation within the Lake Jessup Basin may be the Jessup Station Mitigation Tract. It is unclear how this mitigation tract is authorized to offset wetland impacts without meeting the requirements of Section 373.4136, F.S., and Chapter 62-342, F.A.C. However, for this exercise, it is assumed that a limited number of mitigation credits can be purchased to offset impacts within the Lake Jessup Basin, and the constrained supply would result in a hypothetical price of $500,000 per credit. The following narrative provides the estimated FL for each scenario, and the probable cost for offsetting these impacts through purchase of mitigation credits. Options for on-site mitigation are also discussed, if feasible. Note that only one (1) mitigation option (purchase of mitigation credits or on-site mitigation) is required to offset wetland impacts, and these costs should be evaluated separately in each below scenario. Additionally, a 25-foot buffer was applied to each non-impacted wetland in the below scenarios to avoid secondary impacts to non-impacted wetlands, and provide a more accurate estimate of usable area.

Scenario 1 – Complete Impact

This scenario assumes all on-site wetlands are impacted and is depicted in **Figure 4**.

- FL: -6.02
- Estimated mitigation credit cost: $3,010,000
- On-site mitigation RFG: N/A
- On-site mitigation cost: N/A
- Usable area: +/- 24.45 acres

Scenario 2 – Partial Impact (Northern Wetlands and On-Site Mitigation)

This scenario assumes that only wetlands contained within AA-2 are impacted and AA-1 is used as on-site mitigation. This scenario is depicted in **Figure 5**.

- FL: -0.41
- Estimated mitigation credit cost: $205,000
- On-site mitigation RFG: 0.57
- On-site mitigation cost: $248,500 (construction and implementation – no excavation) + $138,888.88 (long-term management) = $387,388.88 total
- Usable area: +/- 12.53 acres

Scenario 3 – Partial Impact (Western Wetlands and On-Site Mitigation)

This scenario assumes wetlands along the western property boundary (AA-3 and AA-4) are impacted and on-site mitigation is achieved through enhancement of AA-1 and one (1) acre of AA-5 wetland creation. This scenario is depicted in **Figure 6**.

- FL: -0.71
- Estimated mitigation credit cost: $355,000
- On-site mitigation RFG: 0.81
- On-site mitigation cost: $271,33 (construction and implementation – one (1) acre of excavation) + $138,888.88 (long-term management) = $410,222.21 total
- Usable area: +/- 12.03 acres

Scenario 4 – Partial Impact (Northern and Western Wetlands)

This scenario assumes wetlands along the northern perimeter (AA-2) and western perimeter (AA-3 and AA-4) are impacted and mitigation is achieved through enhancement of AA-1 and approximately three (3) acres of AA-5 wetland creation. This scenario is depicted in **Figure 7**.

- FL: -1.12
- Estimated mitigation credit cost $560,000
- On-site mitigation RFG: 1.29
- On-site mitigation cost: $317,000 (construction and implementation – three (3) acres of excavation) + $138,888.88 (long-term management) = $455,888.88 total
- Usable area: +/- 11.62 acres

Conclusion

Recent legislation has paved the way for the use of wetland mitigation banks to offset wetland impacts in basins with constrained credit supplies like Lake Jessup. This change in the regulatory environment has opened up the possibility of using a wetland mitigation bank to offset impacts to the WSWWRF. The use of a wetland mitigation bank offers advantages over permittee responsible on-site mitigation. In summary, the purchase of wetland mitigation credits from a wetland mitigation bank with a MSA covering the WSWWRF is the least expense and most efficient choice to offset impacts associated with the WSWWRF. The estimated total cost of purchasing wetland credits is $205,000 and has no associated long-term risks or other costs. In contrast, the options for on-site mitigation range in estimated costs from $205,000 to over $3,000,000 (depending on the chosen project layout), exclusive of initial permitting costs. On-site mitigation comes with a significant risk of failure in addition to perpetual maintenance and costs and responsibilities. Lastly, due to federal regulations giving preference to the use of wetland mitigation banks to offset wetland impacts, the City may be required to use a wetland mitigation bank to offset impact to WOTUS, if present on site.

FIGURES

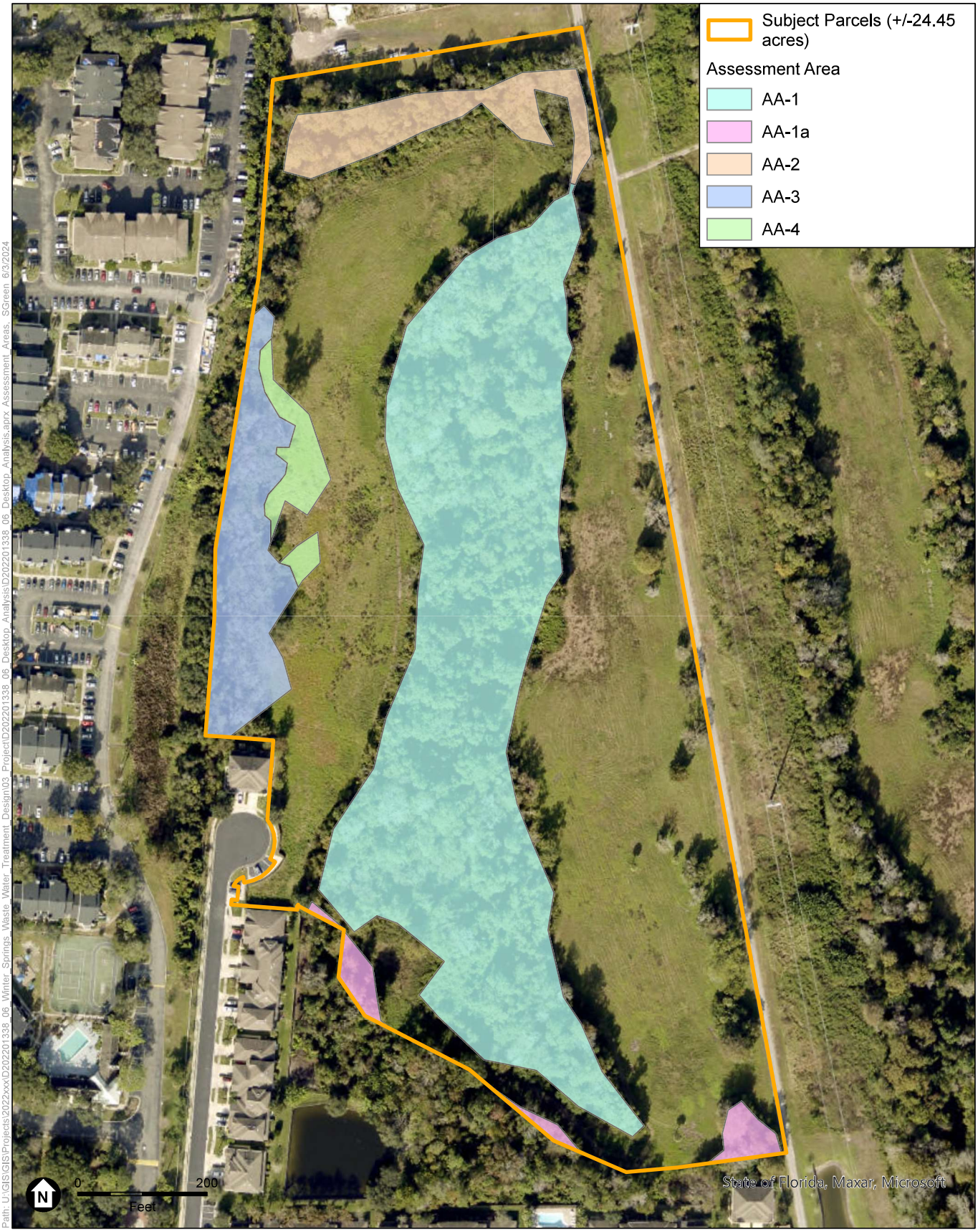


SOURCE: ESA, State of Florida, Maxar,

Winter Springs West Waste Water Treatment Facility

Figure 1
Subject Parcels
Seminole County, Florida

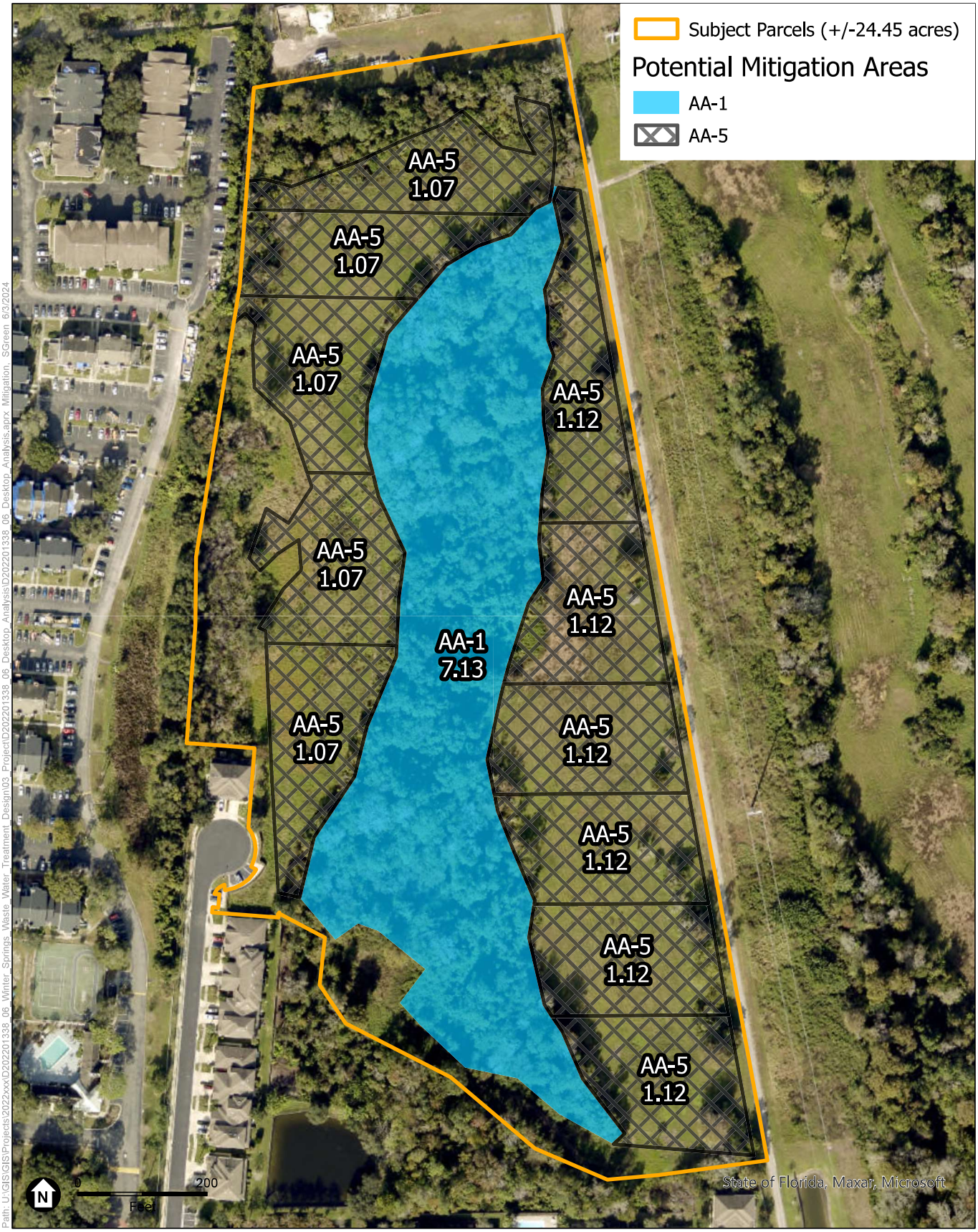
ESA



SOURCE: ESA, 2024

City of Winter Springs West Waste Water Treatment Facility Expansion

Figure 2
Preliminary UMAM Assessment Areas
Seminole County, FL

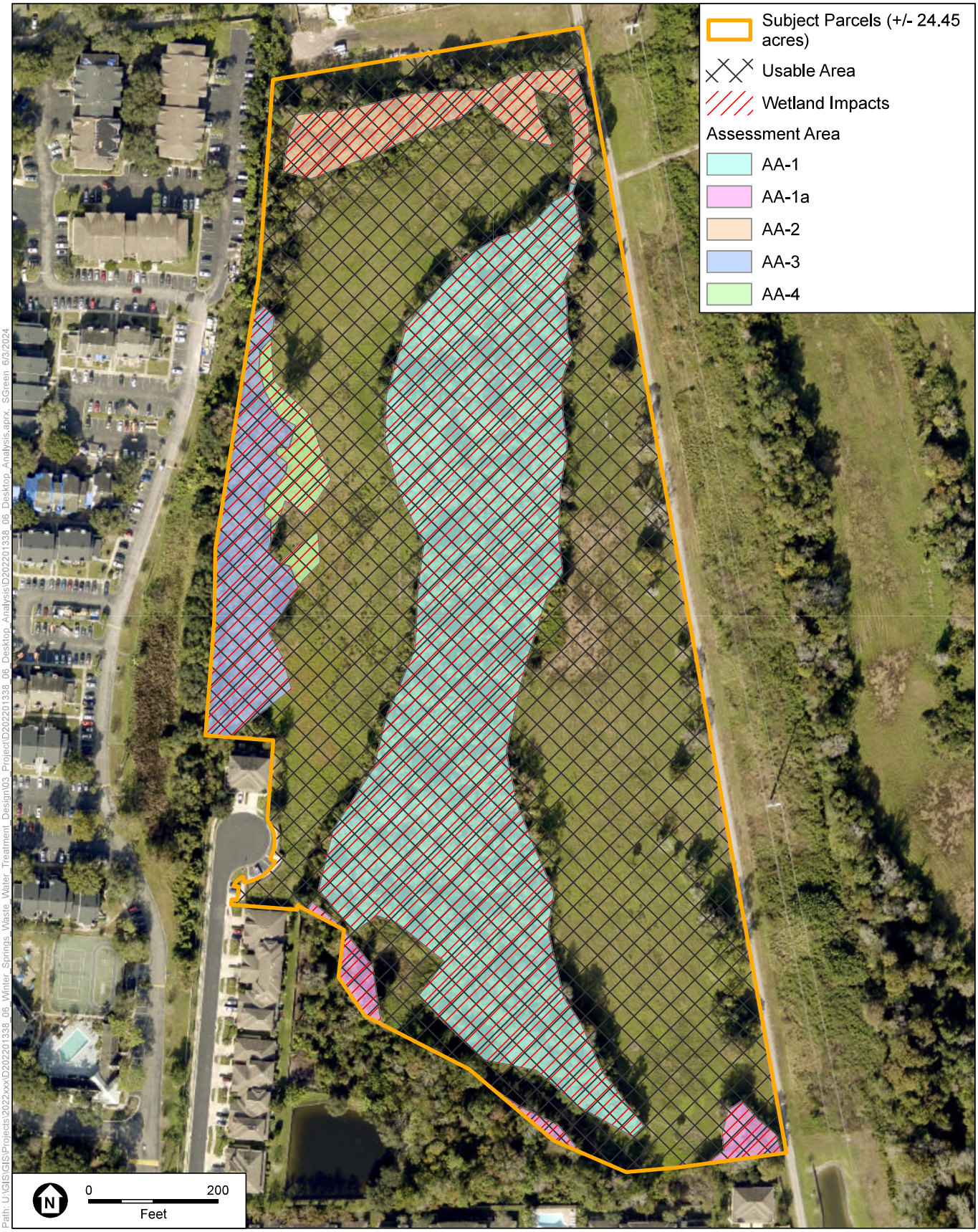


SOURCE: ESA, State of Florida, Maxar

City of Winter Springs West Waste Water Treatment Facility

Figure 3
Potential Mitigation Areas
Seminole County, FL

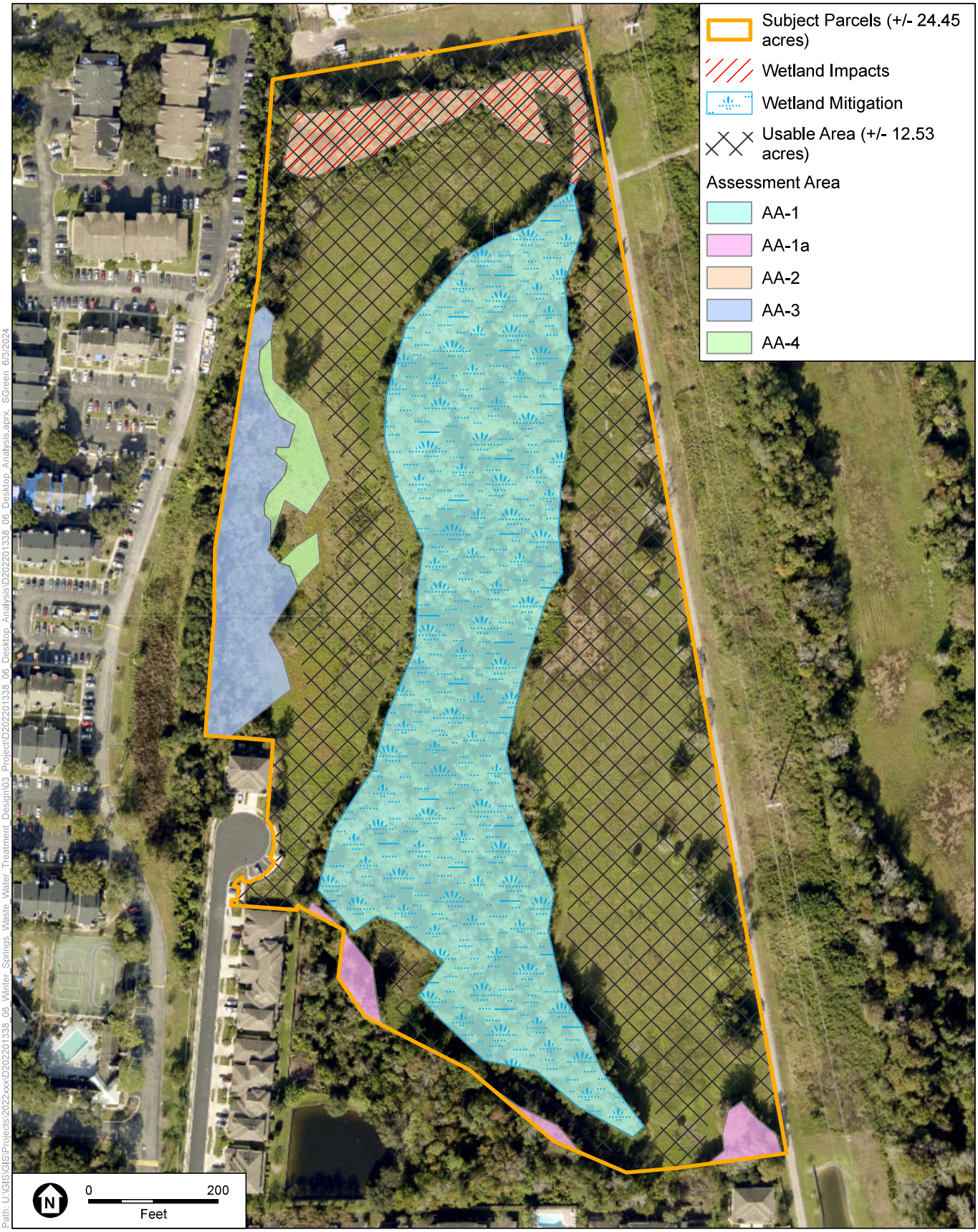
ESA



SOURCE: ESA, State of Florida, Maxar, Seminole County

Winter Springs West Waste Water Treatment Facility

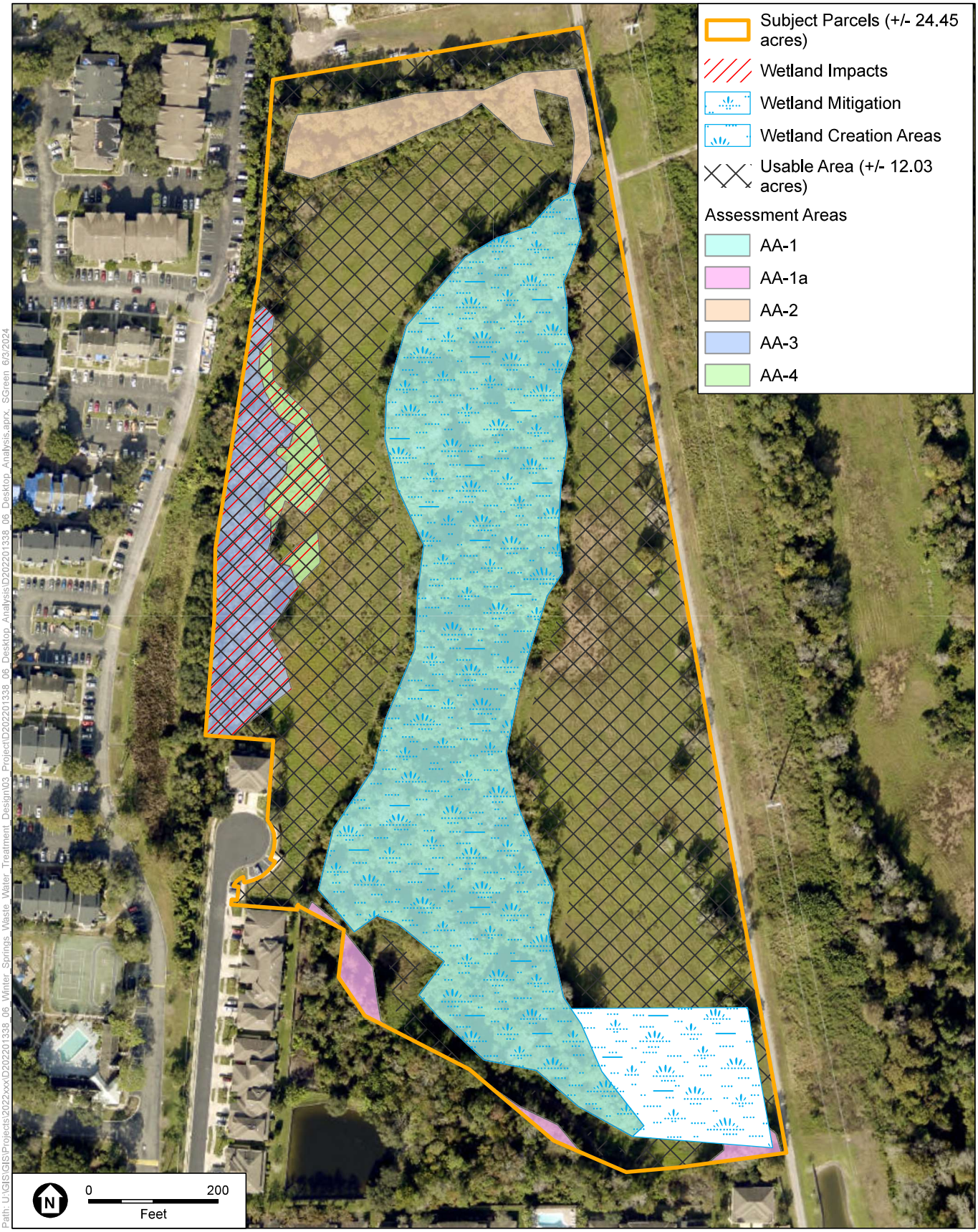
Figure 4
Complete Impact
Seminole County, Florida



SOURCE: ESA, State of Florida, Maxar

Winter Springs West Waste Water Treatment Facility

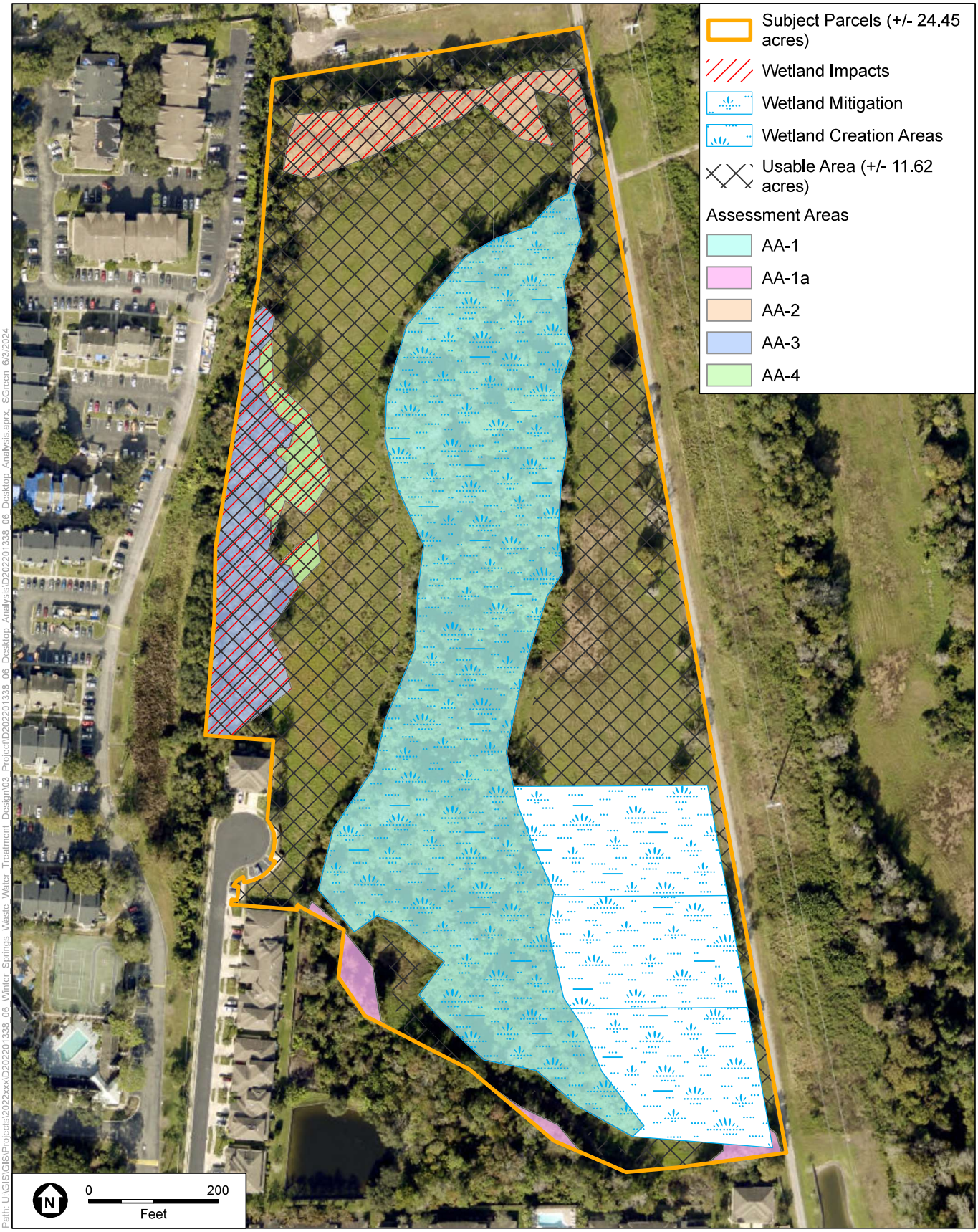
Figure 5
Partial Impact - North
Seminole County, Florida



SOURCE: ESA, State of Florida, Maxar, Seminole County

Winter Springs West Waste Water Treatment Facility

Figure 6
Partial Impact - West
Seminole County, Florida



SOURCE: ESA, State of Florida, Maxar

Winter Springs West Waste Water Treatment Facility

Figure 7
Partial Impact - North and West
Seminole County, Florida

REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

Discussion on Central Winds Park Passive Area Playground

SUMMARY

In 2006, the passive area playground at Central Winds Park was procured at a total cost of $113,934.

Between Fiscal Years 2016 and 2022, replacement Original Equipment Manufacturer (OEM) components were purchased at an approximate cost of $23,614.

In late August 2026, during a routine inspection of the playground, City staff discovered failed welds connecting a set of access stairs. Following an evaluation of the deficiency, staff determined that a temporary closure of the playground was warranted in the interest of public safety.

Since the closure, staff have met on site with representatives of the playground manufacturer to obtain cost estimates for the necessary equipment replacement and refurbishment.

The current estimate for the required replacement components, including professional installation, is $50,145.46.

An additional proposal was provided for $32,250 to address further refurbishment of the playground features. This work includes metal refinishing, sanding and applying epoxy to metal flooring, and refinishing plastic components.

The replacement of the components identified and refurbishment could extend the useful life of the playground by approximately 3 years.

Given the age of the playground and the adopted improvements outlined in the Central Winds Park Master Plan, approved in February 2025, staff is seeking direction from the City Commission regarding the next steps for this playground amenity.

FUNDING SOURCE

RECOMMENDATION

Staff is recommending the City Commission review the information presented and provide further direction.

Central Winds Park Passive Area Playground

- Background Information
- Existing Condition Analysis
- Current Repair Estimates
- Future Planning Considerations
- Replacement Funding Options



Background Information

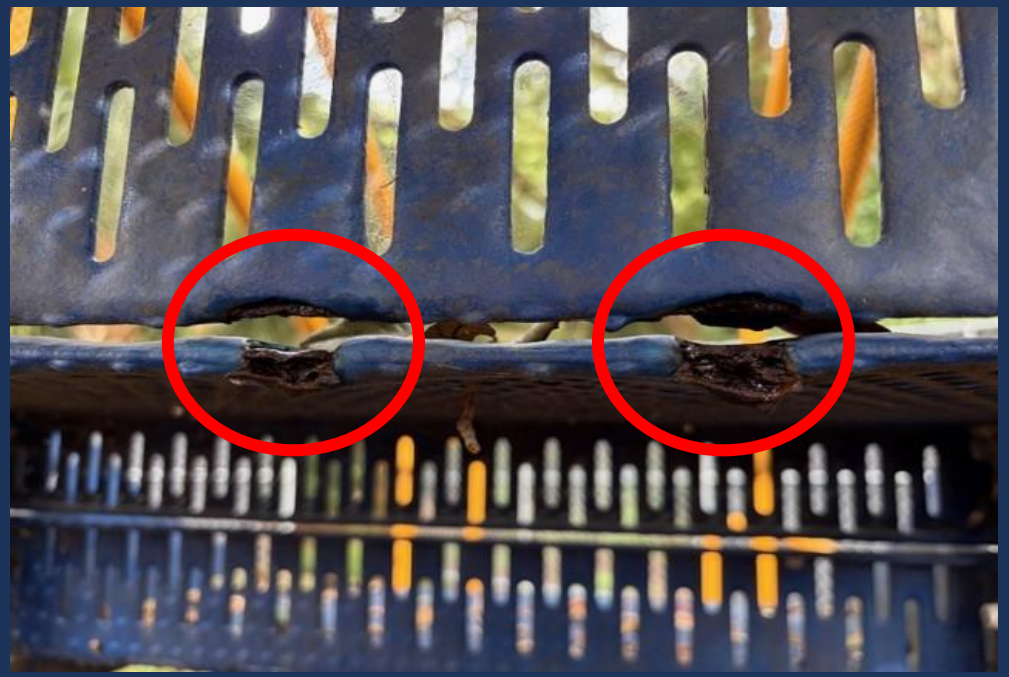
- Original purchase price in 2006 $113,934
- Additional repairs from FY16-22 $23,614





Existing Condition Analysis

- Stair Decking Weld Failure
- Discontinued features that are due for replacement
- Accessibility Limitations





Discontinued Climbing Features

Current Repair and Rejuvenation Estimates

- Current estimates for furnishment and installation of original equipment manufacturer parts (OEM) is $50,145
- Additional estimate for equipment rejuvenation is $32,250
- Estimated extension of the useful life of this amenity is approximately 3 years

- Potential funding options for this approach in FY27:
  - Appropriation from fund balance

Future Planning Considerations



Natural Area, Event Hall & Event Lawn – Re-Envision

As various elements within the passive park area reach the end of their useful life and potential needs arise, there is an opportunity to re-envision the northern section of the park to best utilize its natural resources and meet the needs of the community. This Master Plan considers the addition of an approximately 12,500-square-foot Event Hall (H) within the passive park area with the primary entry coming from Hicks Avenue. The Event Hall and surrounding area includes the building, Event Lawn space, decorative gardens, and outdoor room (H-K). Support infrastructure, such as parking and stormwater, has also been considered as part of the conceptual layout (L-M). Additionally, the passive park space has been rearranged to include additional group pavilions (F) and a disc golf course (E). The playground (G) has been relocated between the passive area and the Event Lawn to serve both spaces.

Upgrades to the Event Lawn aim to improve functionality of the space. The Event Lawn could be regraded to improve views into the space. The Event Lawn is divided into three sections: an upper entry plaza (O), an upper lawn activity area (P), and a lower lawn seating area (R). An outer walkway and diagonal walkway help define the space while providing organizing structure for vendors and food trucks (Q).

Finally, there are opportunities to build upon the natural areas of the park and provide additional recreational opportunities. Enhancements upon the existing nature trails (S) could include interpretative signage and enhanced materials. These could connect to a potential future boardwalk (D). The western edge becomes a gateway into this natural area, with enhancements to the observation deck (A) and a group pavilion (B).

LEGEND

- A Shaded Observation Deck
- B Pavilion
- C Accessible Paved Walk
- D Boardwalk
- E Disc Golf
- F Rentable Picnic Pavilions
- G Destination Playground
- H Event Hall
- I Event Hall Lawn
- J Ornamental Garden
- K Outdoor Room
- L Stormwater Pond
- M Parking with LID
- N Unpaved Overflow Parking
- O Entry Plaza
- P Lit Upper Lawn Activity Area
- Q Vendor Walkway
- R Lit Lower Lawn Seating Area
- S Enhanced Nature Trails

Future Funding Considerations

- 5-year capital plan included in FY27 budget identified this replacement as a priority for the Parks and Recreation Department for FY28

- Future Potential Funding Sources:
  - Grants
  - Private Sponsorships
  - Public Facility Capital Projects Fund #303
  - *Park Impact Fees Fund #153

001	F150 - Replacement	$50,000
001	John Deer Pro Gator	$40,000
303	CWP Playground Replacement	$750,000
153	New Pavilion CWP	$65,000
121	Lk Jessup Boardwalk	$500,000
153	LED Athletic Field Lights (F,G CWP)	$130,000
		$1,535,000

REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

Matters Related to Boards and Committees

SUMMARY

The City Clerk Department wishes to inform the City Commission of the following vacancies:

CURRENT VACANCIES:

Parks, Recreation, and Mobility Advisory Committee

- Seat Two: Removed due to consecutive absences. Appointment will fill partial term set to expire 2/1/2027*

Available Applications: Carmen Honaker, Christopher Eder

Veteran and Veteran Family Advisory Committee

- At-Large: Term Expires December 31, 2026 (open to the full Commission)

Available Applications: Robert Miller (previously At-Large-seeking reappointment)

*Per Section 2-41(e) of the City Code, "If any commissioner fails to appoint a member within thirty (30) days after a vacancy occurs or a term expires, that seat shall be filled by a majority vote of the commission."

FUNDING SOURCE

RECOMMENDATION

Staff requests the City Commission consider filling existing vacancies on the Parks, Recreation, and Mobility Advisory Committee and Veteran and Veteran Family Advisory Committee

REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

Deputy Mayor Nomination for Calendar Year 2027

SUMMARY

The Deputy Mayor position is defined under the City's Charter, Section 4.05. Mayor which states, “The city commission shall elect from among its members a deputy mayor who shall act as mayor during the absence or disability of the mayor. However, if a vacancy occurs in the position of mayor, the vacancy shall be filled in accordance with section 4.08(c) of this Charter."

The current Deputy Mayor is Cade Resnick who was nominated and confirmed at the Monday, December 8, 2025 City Commission Regular Meeting to serve the remainder of 2026 and throughout calendar year 2027.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the City Commission appoint a member of the City Commission to serve as the next Deputy Mayor for calendar year 2027.

REGULAR AGENDA ITEM 504

CITY COMMISSION AGENDA | NOVEMBER 16, 2026 REGULAR MEETING

TITLE

New Business

SUMMARY

Pursuant to Sec 2-27 (c)(2) of the City Code, "Unless otherwise determined by the city commission, each regular agenda shall include a new business section, placed in the order on the agenda approved by the city commission, which provides the mayor, any city commissioner, city manager or city attorney an opportunity to briefly introduce new issues not on the agenda solely for the purpose of requesting that the city commission direct the city manager to further evaluate and prepare the item for placement on a future agenda as a commission- directed item. The new business section shall not be used to present items requiring prior public notice or hearing, for reports allowed under subsection (m), or be used as a substitute for timely placing items on the agenda prior to the agenda packet being distributed or as an add-on item as required by subsection (b). The city commission will not take final action on any new business item other than deciding whether the item should be placed on a future agenda.

Persons introducing new business items are encouraged to provide background information regarding the item prior to or at the meeting in the same manner as permitted for reports under subsection (m)(4)."

FUNDING SOURCE

RECOMMENDATION